

1 JAMES L. DAY (WSBA #20474)  
2 THOMAS A. BUFORD (WSBA #52969)  
3 BUSH KORNFELD LLP  
4 601 Union Street, Suite 5000  
5 Seattle, WA 98101  
6 Tel: (206) 292-2110  
7 Email: [jday@bskd.com](mailto:jday@bskd.com)  
8 [tbuford@bskd.com](mailto:tbuford@bskd.com)

HONORABLE WHITMAN L. HOLT

9 SAMUEL R. MAIZEL (Admitted *Pro*  
10 *Hac Vice*)  
11 DENTONS US LLP  
12 601 South Figueroa Street, Suite 2500  
13 Los Angeles, California 90017-5704  
14 Tel: (213) 623-9300  
15 Fax: (213) 623-9924  
16 Email: [samuel.maizel@dentons.com](mailto:samuel.maizel@dentons.com)

17 SAM J. ALBERTS (WSBA #22255)  
18 DENTONS US LLP  
19 1900 K. Street, NW  
20 Washington, DC 20006  
21 Tel: (202) 496-7500  
22 Fax: (202) 496-7756  
23 Email: [sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)

24 *Attorneys for the Chapter 11 Debtors and*  
25 *Debtors In Possession*

26 **UNITED STATES BANKRUPTCY COURT**  
27 **EASTERN DISTRICT OF WASHINGTON**

28 In re:

ASTRIA HEALTH, *et al.*,

Debtors and  
Debtors in  
Possession.<sup>1</sup>

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**NOTICE OF FILING OF PROPOSED  
REVISIONS TO SECOND AMENDED  
PLAN, BALLOTS AND CONFIRMATION  
HEARING NOTICES**

**[RELATED DOCUMENT NOS. 1986, 1991]**

<sup>1</sup> The Debtors, along with their case numbers, are as follows: Astria Health (19-01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings, LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHC Holdco, LLC (19-01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center - Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-01200-11).

**NOTICE OF FILING**



1           **PLEASE TAKE NOTICE** that, on November 11, 2020, Astria Health and  
2 the affiliated debtors, the debtors and debtors in possession (collectively, the  
3 “Debtors”) in the above-captioned chapter 11 bankruptcy cases (the “Chapter 11  
4 “Cases”), and Lapis Advisers, LP as lender under the Debtors’ debtor in possession  
5 facility in the Chapter 11 Cases, agent under the Debtors’ prepetition credit  
6 agreement, and as investment advisor and investment manager for certain funds  
7 which are beneficial holders of those certain Washington Health Care Facilities  
8 Authority Revenue Bonds (collectively the “Lapis Parties” and, together with the  
9 Debtors, the “Plan Proponents”) filed the *Second Amended Joint Chapter 11 Plan of*  
10 *Reorganization of Astria Health and its Debtor Affiliates* [Docket No. 1986] (the  
11 “Plan”) and related disclosure statement [Docket No. 1987] (the “Disclosure  
12 Statement”). On November 12, 2020, the Court entered an order approving the  
13 Disclosure Statement [Docket No. 1991] (the “Order Approving the Disclosure  
14 Statement”), as well as forms of Ballots<sup>2</sup> and Confirmation Hearing Notices.

15  
16  
17  
18  
19  
20           **PLEASE TAKE FURTHER NOTICE** that, on November 13, 2020, the  
21 Debtors’ claims agent, Kurtzman Carson Consultants, LLC, mailed the Solicitation  
22 Packages to parties in interests to vote on the Plan.  
23

24  
25  
26 <sup>2</sup> Capitalized terms not otherwise defined herein shall have the meaning afforded in  
27 the Order Approving the Disclosure Statement.  
28

**NOTICE OF FILING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9304

BUSH KORNFELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1           **PLEASE TAKE FURTHER NOTICE** that the Plan Proponents propose to  
2 modify the definition of “Released Parties” as follows consistent with Section VII.M  
3 of the Plan to clarify the scope and effect of the third party release set forth in Section  
4 VII.F.2 of the Plan, which modification the Plan Proponents propose to incorporate  
5 into revised Ballots and Confirmation Hearing Notices in addition to the Plan:  
6

7  
8           ***Released Parties*** means (a) the Debtors, (b) the Lapis Parties, (c) the  
9 Committee and the Committee Members, (d) the PCO, (e) the Board  
10 Trustees, and (f) except as otherwise set forth below or in the this Plan,  
11 each of the foregoing Entities’ respective predecessors, successors and  
12 assigns, subsidiaries, Affiliates and their subsidiaries, beneficial  
13 owners, managed accounts or funds, current and former officers,  
14 directors, principals, shareholders, direct and indirect equity holders,  
15 members partners (general and limited), employees, agents, advisory  
16 board members, financial advisors, attorneys accountants, investment  
17 bankers, consultants, representatives, management companies, fund  
18 advisors, Professionals, and other professionals; provided, AHM, Inc.,  
19 the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and  
20 any Board Trustee acting in the capacity of an officer of any of the  
21 foregoing, shall not constitute Released Parties for purposes of this Plan  
22 and provided further, that as a condition to receiving or enforcing any  
23 release granted pursuant to Section VII.F.2 hereof, each Released Party  
24 and its Affiliates shall be deemed to have released ~~each other Released  
25 Party and its Affiliates the Releasing Parties, the Estate, and the  
26 Debtors~~ from any and all Claims or Causes of Action arising from or  
27 related to their relationship with the Debtors or the Chapter 11 Cases,  
28 ~~but not, for the avoidance of doubt, Professional Fee Claims or rights  
to enforce this Plan.~~ For the avoidance of doubt, and notwithstanding  
anything herein to the contrary, ~~in no event shall an Entity that  
appropriately marks a Ballot to opt out of the third party release  
provided in Section VII.F.2 hereof and returns such Ballot in  
accordance with the Solicitation Procedures Order be a Released Party  
except that~~ a member of the Committee ~~who either holds a Claim that  
has opted out of the Third Party Release or represents a Claim that has  
opted out of the Third Party Release~~ shall be a Released Party only in  
his or her capacity as a member of the Committee. ~~For the further  
avoidance of doubt, all Professional Fee Claims and rights to enforce  
this Plan are expressly preserved notwithstanding anything to the  
contrary in this Section I.A.1.132, Section VII.F.2, or any other  
provision of this Plan.~~

1           **PLEASE TAKE FURTHER NOTICE** that, attached hereto, are clean and  
2 redline versions of the Plan, Ballots and Confirmation Hearing Notices, which  
3  
4 include the proposed revisions to the definition of “Released Parties.”

5           **PLEASE TAKE FURTHER NOTICE** that the Plan Proponents will discuss  
6 the proposed revisions to the definition of “Released Parties” with the Court at the  
7  
8 status hearing set for November 18, 2020 at 11:00 a.m. (Pacific Time).

9  
10 Dated: November 18, 2020

DENTONS US LLP  
SAMUEL R. MAIZEL  
SAM J. ALBERTS

11  
12  
13 By /s/ Samuel R. Maizel  
14 SAMUEL R. MAIZEL

15 *Attorneys for the Chapter 11 Debtors*  
16 *and Debtors In Possession*  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**NOTICE OF FILING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9304

BUSH KORNFELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

**Second Amended Plan**

1 JAMES L. DAY (WSBA #20474)  
2 BUSH KORNFELD LLP  
3 601 Union Street, Suite 5000  
4 Seattle, WA 98101  
5 Tel: (206) 521-3858  
6 Email: [jday@bskd.com](mailto:jday@bskd.com)

7 SAMUEL R. MAIZEL (Admitted Pro  
8 Hac Vice)  
9 DENTONS US LLP  
10 601 South Figueroa Street, Suite 2500  
11 Los Angeles, California 90017-5704  
12 Tel: (213) 623-9300  
13 Fax: (213) 623-9924  
14 Email: [samuel.maizel@dentons.com](mailto:samuel.maizel@dentons.com)

15 SAM J. ALBERTS (WSBA #22255)  
16 DENTONS US LLP  
17 1900 K. Street, NW  
18 Washington, DC 20006  
19 Tel: (202) 496-7500  
20 Fax: (202) 496-7756  
21 Email: [sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)

22 Attorneys for the Chapter 11 Debtors  
23 and Debtors In Possession

24 MARK D. NORTHRUP (WSBA  
25 #16947)  
26 MILLER NASH GRAHAM & DUNN  
27 LLP  
28 2801 Alaskan Way, Suite 300  
Seattle, Washington 98121-1128  
Tel: (206) 624-8300  
Email:  
[mark.northrup@millernash.com](mailto:mark.northrup@millernash.com)

WILLIAM KANNEL (admitted pro  
hac vice)  
IAN A. HAMMEL (admitted pro hac  
vice)  
MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY AND POPEO, P.C.  
One Financial Center  
Boston, Massachusetts 02111  
Tel: (617) 542-6000  
Email: [wkannel@mintz.com](mailto:wkannel@mintz.com)  
Email: [iahammel@mintz.com](mailto:iahammel@mintz.com)  
Email: [tmckeon@mintz.com](mailto:tmckeon@mintz.com)

Attorneys for the Lapis Parties

HONORABLE  
WHITMAN L. HOLT

---

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON**

---

In re:

ASTRIA HEALTH, *et al.*,

Debtors and  
Debtors in  
Possession.<sup>1</sup>

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**SECOND AMENDED JOINT CHAPTER  
11 PLAN OF REORGANIZATION OF  
ASTRIA HEALTH AND ITS DEBTOR  
AFFILIATES**

---

<sup>1</sup> The Debtors, along with their case numbers, are as follows: Astria Health (19-01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings, LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHS Holdco, LLC (19-01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center - Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-01200-11).

**Table of Contents**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**INTRODUCTION..... 3**

**SECTION I. DEFINITIONS AND RULES OF CONSTRUCTION ..... 3**

- A. Definitions..... 3
- B. Rules of Interpretation. .... 20
- C. Computation of Time..... 21
- D. Governing Law ..... 21
- E. Reference to Monetary Figures..... 21
- F. Controlling Document ..... 21

**SECTION II. Classification and Treatment of Claims..... 22**

- A. General Overview ..... 22
- B. Limited Consolidation ..... 22
- C. Summary and Classification of Claims and Interests ..... 22
- D. Unclassified Claims ..... 24
- E. Classified Claims ..... 26

**SECTION III. MEANS OF IMPLEMENTING THE PLAN ..... 30**

- A. The Senior Debt 9019 Settlement..... 30
- B. The Committee Plan Settlement ..... 31
- C. Vendor Claims ..... 32
- D. Corporate Actions ..... 32
- E. The GUC Distribution Trust..... 33
- F. Termination of the GUC Distribution Trust ..... 37
- G. Establishment of Liquidation Trust ..... 37
- H. Prosecution of D&O Causes of Action..... 38
- I. Post-Confirmation Management..... 38
- J. Termination of the Committee and Appointment of POC..... 38
- K. Creation of Administrative and Priority Claims Reserve ..... 39
- L. Objections to Claims..... 39
- M. Claims Paid or Payable by Third Parties ..... 40
  - 1. Claims Paid by Third Parties ..... 40
  - 2. Claims Payable by Third Parties..... 40
- N. Special Issues Regarding Insured Claims ..... 40
- O. Distributions of Property Under the Plan..... 41
- P. Manner of Cash Payments Under the Plan ..... 41
- Q. No Distributions With Respect to Disputed Claims ..... 41
- R. Record Date for Distribution ..... 42
- S. Delivery of Distributions ..... 42
- T. Undeliverable and Unclaimed Distributions..... 42
- U. Estimation of Disputed Claims for Distribution Purposes..... 42
- V. Minimum Distributions..... 43
- W. Rounding..... 43
- X. Full Satisfaction ..... 43
- Y. Distributions Free and Clear ..... 43

1	Z. Conditions Precedent to Plan Confirmation .....	43
2	AA. Conditions to Effectiveness .....	43
3	BB. Authorization of Entity Action .....	44
4	CC. Reservation of Fair and Equitable (Cram Down) Power .....	44
5	<b>SECTION IV. Treatment of Miscellaneous Items .....</b>	<b>45</b>
6	A. Assumption of Executory Contracts .....	45
7	B. Rejection of Executory Contracts .....	46
8	C. Indemnification Obligations .....	47
9	D. Lapis Parties Fees and Expenses.....	47
10	E. Changes in Rates Subject to Regulatory Commission Approval.....	47
11	<b>SECTION V. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED,</b>	
12	<b>AND DISPUTED CLAIMS AND INTERESTS.....</b>	<b>47</b>
13	A. Joint Pursuit of Reconciliation, Objections to, and/or Settlement of Asserted	
14	General Unsecured Claims .....	47
15	B. Resolution of Disputed Claims .....	48
16	C. Disallowance of Claims .....	49
17	D. Disallowance of Untimely Claims .....	50
18	E. Amendments to Claims.....	50
19	F. No Interest.....	50
20	<b>SECTION VI. Retention of Jurisdiction.....</b>	<b>50</b>
21	<b>SECTION VII. EFFECT OF CONFIRMATION OF PLAN.....</b>	<b>53</b>
22	A. Discharge .....	53
23	B. Compromise and Settlement of Claims, Interests, and Controversies.....	54
24	C. Release of Liens .....	54
25	D. Subordinated Claims.....	54
26	E. Exculpation .....	55
27	F. Releases.....	55
28	G. Injunction .....	58
	H. Waiver of Statutory Limitations on Releases .....	59
	I. Limitation on Liability of Liquidation Trustee and GUC Distribution Trustee ...	60
	J. Setoffs .....	60
	K. Revesting of Property in Debtors.....	61
	L. Preservation of Restricted Funds for Charitable Purposes .....	61
	M. Modification of Plan .....	61
	N. Termination of the Patient Care Ombudsman .....	61
	O. Post-Confirmation Status Report .....	62
	P. Quarterly Fees.....	62
	Q. Post-Confirmation Conversion/Dismissal .....	62
	R. Final Decree .....	62



1 **INTRODUCTION**

2 The Debtors and the Lapis Parties (collectively, the “Plan Proponents”) propose this  
3 *Second Amended Joint Plan of Reorganization of Astria Health and its Affiliates*. Capitalized  
4 terms used but not otherwise defined shall have the respective meanings ascribed to such terms in  
5 Section I.A. Holders of Claims and Interests may refer to the Disclosure Statement for a discussion  
6 of the Debtors’ history, businesses, assets, results of operations, historical financial information,  
7 and projections of future operations, as well as a summary and description of the Plan. The Plan  
8 Proponents are the proponents of the Plan within the meaning of § 1129 of the Bankruptcy Code.<sup>2</sup>  
9 The Plan shall apply as a joint Plan for all Debtors under which all assets and liabilities shall be  
10 consolidated for the limited purposes of Claim treatment and Plan distributions but otherwise, each  
11 Debtor, Reorganized Debtor or Liquidating Debtor, as the case may be, shall remain a separate  
12 legal entity.

13 ALL HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE ON THE PLAN  
14 ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN  
15 THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

16 **SECTION I. DEFINITIONS AND RULES OF CONSTRUCTION**

17 **A. Definitions. The following terms used herein shall have the respective  
18 meanings defined below:**

19 1.1 *503(b)(9) Claims* means Administrative Claims arising under § 503(b)(9).

20 1.2 *Administrative and Priority Claims Reserve* means the reserve to be established  
21 and maintained by the Reorganized Debtors and Liquidating Debtors and funded, subject to the  
22 Administrative, Professional and Priority Claims Cap, with the Administrative and Priority Claims  
23 Reserve Amount pursuant to Section II.D.4 hereof.

24 1.3 *Administrative and Priority Claims Reserve Amount* means Cash in an amount to  
25 be determined by Plan Proponents on or before the Effective Date, subject to the Administrative,  
26 Professional and Priority Claims Cap, to be funded by the Debtors to the Reorganized Debtors in  
27 an amount sufficient to pay in full all accrued but unpaid U.S. Trustee Fees and Administrative,  
28 Priority Tax, Priority, and Professional Fee Claims other than Ordinary Course Administrative  
Expenses that are Allowed after the Effective Date to the extent that such Claims have not been  
paid in full on or before the Effective Date consistent with § 1129(a)(9).

1.4 *Administrative Claim* means a Claim for costs or expenses of administering the  
Debtors’ Chapter 11 Cases under § 507(a)(2) or 503(b) but expressly excluding Professional Fee  
Claims. Administrative Claims include (i) DIP Claims; (ii) 503(b)(9) Claims; (iii) Cure Payments;  
and (iv) fees payable to the clerk of the Bankruptcy Court and the Office of the U.S. Trustee.

---

<sup>2</sup> All references to “§” herein are to sections of the United States Bankruptcy Code, 11 U.S.C. §§101-1531, as amended, unless otherwise noted.

1           1.5     **Administrative Claims Bar Date** means the date established by the Administrative  
2 Claims Bar Date Order by which requests for payment of Administrative Claims must be Filed,  
subject to any exceptions specifically set forth therein.

3           1.6     **Administrative Claims Bar Date Order** means the Order (I) Fixing the First Interim  
4 Bar Date for Filing Certain Post-Petition Administrative Expense Claims and (II) Approving the  
5 Form of Notice of the Administrative Expense Claims Bar Date [Docket No. 1416].

6           1.7     **Administrative, Professional and Priority Claims Cap** means \$4,624,674, which  
7 shall be the maximum amount payable under the Plan for the payment of pre-Effective Date U.S.  
8 Trustee Fees and Administrative, Priority Tax, Priority, and Professional Fee Claims on or after  
the Effective Date. To be clear, DIP Claims and Ordinary Course Administrative Expenses are  
not subject to this Cap.

9           1.8     **Affiliate** shall have the meaning set forth in § 101(2).

10          1.9     **Allowed** means with respect to (I) a Claim: (a) any Claim, a proof of Claim for  
11 which was timely Filed by the applicable Claims Bar Date, Supplemental Bar Date or  
12 Administrative Claims Bar Date (or a Claim for which a Proof of Claim is not required to be Filed  
13 under the Plan, the Bankruptcy Code, or a Final Order of the Court); (b) any Claim that is listed in  
14 the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of  
15 Claim has been timely Filed; (c) any Claim allowed pursuant to the Plan or Final Order of the  
16 Court; provided, that with respect to any Claim described in clause (a) or (b) above, such Claim  
17 shall be considered Allowed only if and to the extent that no objection to the allowance of such  
18 Claim has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy  
19 Code, the Bankruptcy Rules or Court, or if such an objection is so interposed and the Claim shall  
20 have been Allowed by a Final Order; provided, further, that the Reorganized Debtors (and with  
21 respect to General Unsecured Claims, the GUC Distribution Trustee), as applicable, may, subject  
22 to Section V.A, affirmatively determine to allow any Claim described in clause (a) notwithstanding  
23 the fact that the period within which an objection may be interposed has not yet expired; provided,  
24 further, that any Claims allowed solely for the purpose of voting to accept or reject the Plan  
25 pursuant to an Order of the Court shall not be considered an Allowed Claim under this Plan;  
26 provided, further, that any Claim disallowed or expunged under the Plan, by Final Order of the  
27 Court, or otherwise shall not be an Allowed Claim; provided, further, that with respect to any  
28 Claim Allowed only in part, references to Allowed Claims in this Plan include, and are limited to,  
only the portion of the Claim that is Allowed; and (II) an Interest, to the extent Allowed under this  
Plan. Unless otherwise specified in the Plan, an Allowed Claim does not include interest on the  
Claim accruing after Petition Date. Moreover, all or any portion of a Claim that is satisfied or  
released during the Chapter 11 Cases is not an Allowed Claim.

24          1.10    **A/R Collections** means post-confirmation collections of receivables for SHC  
Medical Center - Yakima accounts.

25          1.11    **Avoidance Actions** means any and all actual or potential claims and causes of action  
26 to avoid a transfer of property or an obligation incurred by a Debtor pursuant to any applicable  
27 section of the Bankruptcy Code, including §§ 502, 510, 542, 544, 547, 548, 549, 550, 551, 553

1 and 724(a) or under similar or related state or federal statutes and common law, including  
2 fraudulent transfer laws.

3 1.12 **Ballot** shall mean a ballot, e-ballot, or master ballot, as applicable, authorized by  
4 the Court pursuant to the Solicitation Procedures Order to indicate acceptance or rejection of the  
Plan and to opt out of the release provided by Section VII.F.2.

5 1.13 **Bankruptcy Code** means title 11 of the United States Code, 11 U.S.C. §§ 101, *et*  
6 *seq.*, as may be amended.

7 1.14 **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure, as applicable  
8 to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general  
rules, the Local Bankruptcy Rules, and chambers rules of the Court.

9 1.15 **Board Trustees** means those persons serving as members of the board of directors  
10 of any of the Debtors or Non-Debtor Affiliates.

11 1.16 **Bonds** means, collectively, those certain Washington Health Care Facilities  
12 Authority Revenue Bonds, Series 2017A Bonds and the Series 2017B Bonds issued pursuant to  
the Bond Indenture.

13 1.17 **Bond Documents** means the Bond Indenture and all other documents evidencing  
and otherwise securing the Bonds.

14 1.18 **Bond Indenture** means that certain Bond Indenture dated as of November 1, 2017  
15 between the Washington Health Care Facilities Authority and the Bond Trustee.

16 1.19 **Bond Trustee** means UMB Bank, N.A., as the trustee for bondholders under the  
17 Bond Indenture.

18 1.20 **Business Day** means any day, other than a Saturday, Sunday, or “legal holiday” (as  
19 defined in Bankruptcy Rule 9006(a)), or a day on which banking institutions in Yakima,  
Washington are authorized by law or other governmental action to close.

20 1.21 **Cash** means the legal tender of the United States of America and the equivalent  
21 thereof.

22 1.22 **Causes of Actions** means any and all claims, actions, causes of action, choses in  
23 action, rights, demands, Liens, suits, liabilities, encumbrances, lawsuits, adverse consequences,  
24 debts, damages, dues, sums of money, obligations, accounts, reckonings, deficiencies, bonds, bills,  
25 disbursements, expenses, losses, specialties, covenants, guaranties, contracts, controversies,  
26 agreements, promises, variances, trespasses, powers, judgments, privileges, licenses, franchises,  
27 remedies, rights of setoff, rights of recoupment, third-party claims, subrogation claims, defenses,  
contribution claims, reimbursement claims, indemnity claims, counterclaims, and cross-claims  
28 (including those of the Debtors and/or the Estates), each of any kind or character whatsoever,  
whether known or unknown, foreseen or unforeseen, suspected or unsuspected, liquidated or  
unliquidated, fixed or contingent, matured or unmatured, secured or unsecured, disputed or  
undisputed, and whether held or assertable in a personal or representative capacity, based in law

1 or equity, including under the Bankruptcy Code or under any other federal or state statute or  
2 common law, whether in contract or tort or any other theory of law, whether direct, indirect,  
3 derivative, or otherwise, whether arising before, on, or after the Petition Date, and whether asserted  
4 or unasserted as of the Effective Date, including, without limitation, (i) the right to object to,  
5 challenge or otherwise contest any claims, whether or not any such claim is the subject of a proof  
6 of claim; (ii) any right of setoff, counterclaim, or recoupment and any claim for breach of contract  
7 or for breach of duties imposed by law or in equity; (iii) any claim pursuant to § 362; (iv) any  
8 claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in §  
9 558; (v) all claims, causes of action (avoidance or otherwise), objections, rights, and remedies  
10 arising under Chapter 5 of the Bankruptcy Code pursuant to, among others, §§ 502, 510, 542  
11 through 545 and 547 through 553 or 558 thereof, or similar or equivalent claims, causes of action,  
12 objections, rights, and remedies arising under state law, including all Avoidance Actions,  
13 irrespective of whether or not the targets of such causes of action have been identified by name, or  
14 any transfers subject to avoidance have been listed, in the Debtors' Schedules, the Disclosure  
15 Statement, this Plan, or any other document Filed in the Chapter 11 Cases; (vi) the Vendor Claims;  
16 (vii) claims under any Insurance Policies applicable to the Debtors; (viii) all claims of any kind or  
17 nature arising under state or federal law against any of the Debtors' current or former vendors  
18 relating to services rendered prior to the Petition Date; (ix) all claims, causes of action, and other  
19 rights (including rights to challenge any asserted Lien) of any kind or nature against any party  
20 asserting a claim in these cases, unless expressly and in writing released or waived during the  
21 Chapter 11 Cases, including under this Plan; (x) all legal and equitable defenses against any Claim  
22 or Cause of Action asserted against the Debtors; (xi) all claims and/or Causes of Action of any  
23 kind or nature arising under state or federal law arising under a theory of negligence, professional  
24 negligence, and/or malpractice; (xii) all claims and/or Causes of Action of any kind or nature  
25 arising under state law based fraudulent conveyance theories; (xiii) all claims and/or Causes of  
26 Action constituting, for, based upon, or relating to a breach of fiduciary duty, a tort, a contract,  
27 federal or state preference or fraudulent transfer laws, or any federal or state statutory rights or  
28 requirements, whether based in law or equity, against any of the current and former members,  
managers, and/or officers of the Debtors; (xiv) Preserved Claims; and (xv) all Avoidance Actions  
against AHM, Inc. The foregoing definition shall be construed in accordance with its broadest  
possible meaning, and any doubts or ambiguities shall be resolved in favor of inclusivity. **Except  
as otherwise expressly provided in the Plan, any and all Causes of Action are preserved  
under the Plan. For the avoidance of doubt, the Board Trustees are, on the terms of the Plan,  
Exculpated Parties and Released Parties and, thus, are not subject to any Causes of Action  
or Avoidance Actions.**

1.23 *Chapter 11 Case* means when used with reference to a particular Debtor, the case  
pending for that Debtor under chapter 11 of the Bankruptcy Code in the Court.

1.24 *Chapter 11 Cases* mean when used with reference to all of the Debtors, the  
procedurally consolidated and jointly administered chapter 11 cases pending for the Debtors in the  
Court under Chapter 11 Case Number 19-01189-11.

1.25 *Claim* shall have the meaning set forth in § 101(5) against a Debtor.

1.26 *Claims and Noticing Agent* means Kurtzman Carson Consultants LLC, the claims,  
noticing, and solicitation agent retained by the Debtors pursuant to the Order Granting Debtors'

1 Amended Application and Motion for an Order Appointing Kurtzman Carson Consultants LLC as  
2 Noticing Agent Nunc Pro Tunc to May 6, 2019 [Docket No. 292].

3 1.27 **Claims Bar Date** means August 5, 2019, as established by the Claims Bar Date  
4 Notice.

5 1.28 **Claims Bar Date Notice** means that certain notice, entered by the Court on May 10,  
6 2019 [Docket No. 91], establishing the Claims Bar Date.

7 1.29 **Claims Objection Bar Date** means the first Business Day that is not less than 180  
8 days after the Effective Date. The time period for filing objections to Claims shall automatically  
9 renew for successive periods of one hundred eighty (180) days each until the earlier of (i) the date  
10 upon which all Claims have been Allowed or Disallowed or (ii) the date fixed by the Court upon  
11 motion of the Reorganized Debtors, the GUC Distribution Trustee, or a Holder or a Claim.

12 1.30 **Claims Register** means the official register of Claims maintained by the Court and  
13 mirrored by the Claims and Noticing Agent.

14 1.31 **Class** means a category of Holders of Claims or Interests as set forth in Section II  
15 pursuant to § 1122(a).

16 1.32 **Committee** means the statutory committee of unsecured creditors, appointed in the  
17 Chapter 11 Cases pursuant to § 1102 by the U.S. Trustee, pursuant to the Appointment of Official  
18 Committee of Unsecured Creditors [Docket No. 135] on May 24, 2019.

19 1.33 **Committee Members** mean, all current and former members of the Committee,  
20 including each of the following, solely in their capacity as a member of the Committee, (i)  
21 CHSPSC, LLC/Community Health Systems, Inc.; (ii) LocumTenens.com, LLC; (iii) Community  
22 Health of Central Washington; (iv) Medtronic USA, Inc.; (v) Morrison Management Specialists,  
23 Inc.; (vi) Apogee Physicians; and (vii) Boston Scientific Corporation.

24 1.34 **Committee Plan Settlement** means the settlement of the Committee's objections to  
25 the prior version of the Debtors' plan of reorganization as set forth in the Term Sheet.

26 1.35 **Confirmation** means the entry of the Confirmation Order on the docket of the  
27 Chapter 11 Cases.

28 1.36 **Confirmation Date** means the date upon which the Court enters the Confirmation  
Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and  
9021.

1.37 **Confirmation Hearing** means the hearing held by the Court to consider  
Confirmation of the Plan pursuant to § 1129.

1.38 **Confirmation Order** means the order of the Court confirming this Plan pursuant to  
§ 1129.

1.39 **Consummation** means the occurrence of the Effective Date.



1           1.40 **Convenience Class** means the class of General Unsecured Claims that are either (i)  
2 less than or equal to five thousand dollars (\$5,000), or (ii) if the Claim amount is greater than five  
3 thousand dollars (\$5,000), a General Unsecured Claim with respect to which the claimant has made  
a Convenience Class Election.

4           1.41 **Court** means the United States Bankruptcy Court for the Eastern District of  
5 Washington having jurisdiction over the Chapter 11 Cases, or any other court of the United States  
6 exercising competent jurisdiction over the Chapter 11 Cases or any proceeding any proceeding  
therein.

7           1.42 **Credit Agreement** means that certain Credit Agreement dated as of January 18,  
8 2019 between certain of the Debtors, Lapis Advisers, LP and others.

9           1.43 **Credit Agreement Documents** means the Credit Agreement and all other  
10 documents executed in connection therewith.

11           1.44 **Cure Payment** means the payment of Cash or the distribution of other property (as  
12 the parties may agree or the Court may order), as necessary to cure defaults under an Executory  
13 Contract of Debtors pursuant to § 365(b).

14           1.45 **D&O Causes of Action** means all Causes of Action against the current and former  
15 members, managers, and/or officers of the Debtors that are Preserved Claims, as the term may be  
16 modified or enhanced under the terms of the Plan Supplement.

17           1.46 **D&O Policies** means all insurance policies for liability of members, managers, and  
18 officers of the Debtors maintained by the Debtors as of the Effective Date.

19           1.47 **Debtor** means any of the Debtors.

20           1.48 **Debtors** means, collectively, (i) Astria Health; (ii) Glacier Canyon, LLC; (iii)  
21 Kitchen and Bath Furnishings, LLC; (iv) Oxbow Summit, LLC; (v) SHS Holdco, LLC; (vi) SHC  
22 Medical Center - Toppenish; (vii) SHC Medical Center - Yakima; (viii) Sunnyside Community  
23 Hospital Association; (ix) Sunnyside Community Hospital Home Medical Supply, LLC; (x)  
24 Sunnyside Home Health; (xi) Sunnyside Professional Services, LLC; (xii) Yakima Home Care  
25 Holdings, LLC; and (xiii) Yakima HMA Home Health, LLC, the debtors and debtors in possession  
26 in these Chapter 11 Cases.

27           1.49 **Debtors' Releases** means the releases given on behalf of the Debtors and their  
28 Estates to the Released Parties as set forth in Section VII.F.1 herein.

          1.50 **Definitive Documents** means the documents (including any related agreements,  
instruments, schedules, or exhibits and Exchange Debt Documents) that are necessary or desirable  
to implement, or otherwise relate to the Plan (including any plan supplements), the Disclosure  
Statement, any order approving the Disclosure Statement, and any order confirming the Plan, in  
each case on terms and conditions consistent with the Plan on terms acceptable to the Plan  
Proponents.

1           1.51 **DIP Agent** means Lapis, in its capacity as agent to DIP Lenders under the DIP Loan  
2 and Security Agreement, including any successor thereto.

3           1.52 **DIP Agent Professional Fees** means, collectively, to the extent not previously paid  
4 in connection with the Chapter 11 Cases, all outstanding reasonable and documented fees and  
5 expenses of any professionals retained by the DIP Agent, including, without limitation, Cole  
6 Schotz P.C., in its capacity as counsel to the DIP Agent.

7           1.53 **DIP Agreement** means that certain Senior Secured, Super-Priority Debtor-In-  
8 Possession Loan and Security Agreement, dated as of December 26, 2019, by and among Debtors,  
9 as borrowers, the other Loan Parties thereto (as defined in the DIP Loan and Security Agreement),  
10 the DIP Agent, and the DIP Lenders, as approved by the Final DIP Order, and as the same may be  
11 amended, modified, or amended and restated from time to time in accordance with its terms,  
12 consisting of a post-petition term loan facility in the principal amount of up to \$43,100,000.

13           1.54 **DIP Claims** means any Claim in respect of any DIP Obligations (as defined in the  
14 Final DIP Order) held by, or otherwise owing to, any or all of the DIP Agent and the DIP Lenders.

15           1.55 **DIP Claims Exchange Debt** means Exchange Debt issued to satisfy DIP Claims as  
16 more specifically described in the Exchange Debt Documents.

17           1.56 **DIP Lenders** means, collectively, the DIP Agent and the Lenders (as defined in the  
18 DIP Loan and Security Agreement).

19           1.57 **Disallowed** means any Claim or Interest, or any portion thereof, that (i) has been  
20 disallowed by Final Order or settlement; (ii) is scheduled in the amount of zero dollars (\$0) or as  
21 contingent, disputed, or unliquidated on the Schedules and as to which a Claims Bar Date,  
22 Supplemental Bar Date or Administrative Claims Bar Date has been established but no Proof of  
23 Claim has been timely Filed or deemed timely Filed with the Court pursuant to either the  
24 Bankruptcy Code or any Final Order of the Court, including the Claims Bar Date Order,  
25 Supplemental Bar Date Order or Administrative Claims Bar Date Order or otherwise deemed  
26 timely Filed under applicable law; or (iii) is not scheduled on the Schedules and as to which a  
27 Claims Bar Date, Supplemental Bar Date or Administrative Claims Bar Date has been established  
28 but no Proof of Claim has been timely Filed or deemed timely Filed with the Court pursuant to  
either the Bankruptcy Code or any Final Order of the Court, including the Claims Bar Date Order,  
Claims Bar Date Order, Supplemental Bar Date Order or Administrative Claims Bar Date Order  
or otherwise deemed timely Filed under applicable law. “Disallow” and “Disallowance” shall have  
correlative meanings.

          1.58 **Disclosure Statement** means the disclosure statement filed or to be filed with the  
Court by the Plan Proponents, pursuant to § 1125, with respect to the Plan, including the Plan  
Supplement and all exhibits and schedules thereto, which was approved by the Court pursuant to  
§ 1125, as it may be amended, modified or supplemented from time to time.

          1.59 **Disputed** means, with respect to a Claim or Interest, a Claim that is not yet Allowed  
or Disallowed.

1           1.60 **Distribution Date** means a date or dates, as determined by the Reorganized Debtors  
2 which the Reorganized Debtors make a distribution, or causes a distribution to be made, of Cash  
3 to the Holders of Allowed Claims.

4           1.61 **Distribution Record Date** means the date that is thirty (30) Business Days prior to  
5 each Distribution Date.

6           1.62 **Docket** means, unless otherwise specified herein, the docket in the Lead Chapter  
7 11 Case.

8           1.63 **Docket No.** means the docket number assigned in the Docket.

9           1.64 **Effective Date** means the date upon which all of the conditions to the effectiveness  
10 of the Plan have been satisfied or waived in accordance with its terms.

11           1.65 **Effective Date Distribution** means the distributions required by the Bankruptcy  
12 Code or the Plan to be made on the Effective Date, subject to the Administrative, Professional and  
13 Priority Claims Cap, on account of: (i) Allowed Administrative Claims, that are not Allowed  
14 Professional Fee Claims, DIP Claims, or Ordinary Course Administrative Expenses that have been  
15 paid by Debtors or will be paid by Reorganized Debtors in the ordinary course of business, (ii) all  
16 Allowed Priority Claims, (iii) 20% of the amount of Allowed Convenience Class Claims up to a  
17 maximum of \$1,000; (iv) all Allowed Cure Payments, except those being paid by agreement in  
18 installments over time; and (v) the Administrative and Priority Claims Reserve, including amounts  
19 for Disputed Cure Payments (in the full amounts claimed by objecting contract counterparties).

20           1.66 **Entity** shall have the meaning set forth in § 101(15).

21           1.67 **Estate** means, as to each Debtor, the estate created for the Debtor in its Chapter 11  
22 Case pursuant to § 541.

23           1.68 **Estates** means the Estate of all Debtors.

24           1.69 **Exchange Debt** shall have the meaning set forth in Section III.A.

25           1.70 **Exchange Debt Documents** means the credit agreements, guaranties, security  
26 agreements, forbearance instruments and other documents evidencing or otherwise securing  
27 Exchange Debt on the terms and in the forms included in the Plan Supplement, in each case on  
28 terms and conditions consistent with the Plan on terms acceptable to the Plan Proponents.

          1.71 **Exculpated Parties** means, solely to the extent of the Exculpation, each of the (a)  
the Debtors, and any of their Related Parties; (b) the Lapis Parties, and any of their respective  
Related Parties, (c) the Committee, its members, and any of their respective Related Parties, (d)  
the Board Trustees; (e) the Patient Care Ombudsman, and any of its respective Related Parties; (f)  
the POC, its members, and any of their respective Related Parties; and (g) the GUC Distribution  
Trustee and his or her Related Parties; provided, AHM, Inc., the officers of the Debtors, Non-  
Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any  
of the foregoing, shall not constitute Exculpated Parties for purposes of this Plan.



1           1.72 **Exculpation** means the exculpation provisions set forth in Section VII.E.

2           1.73 **Executory Contract** means a contract or lease to which one or more Debtors is a  
3 party that is subject to assumption or rejection under §§ 365 or 1123.

4           1.74 **File, Filed, or Filing** means file, filed, or filing in the Chapter 11 Cases with the  
5 Court or, with respect to the filing of a Proof of Claim or proof of Interest, with the Claims and  
6 Noticing Agent.

7           1.75 **Final DIP Order** means the Final Order (I) Authorizing the Debtors to Obtain  
8 Replacement Financing; (II) Granting Security Interests and Superpriority Administrative Expense  
9 Status; (III) Granting Adequate Protection to Certain Prepetition Secured Credit Parties; (IV)  
10 Modifying the Automatic Stay; (V) Authorizing the Debtors to Enter Into Agreements with Lapis  
11 Advisers, L.P.; (VI) Authorizing Use of Cash Collateral; and (VII) Granting Related Relief  
12 [Docket No. 1201].

13           1.76 **Final GUC Distribution Date** means the date on which a distribution is made from  
14 the GUC Distribution Trust that finally and fully exhausts the distributable assets of the GUC  
15 Distribution Trust.

16           1.77 **Final Order** means, as applicable, an order or judgment of the Court or other court  
17 of competent jurisdiction with respect to the relevant subject matter, which has not been reversed,  
18 stayed, modified, or amended, including any order subject to appeal but for which no stay of such  
19 order has been entered, any order as to which the time to appeal or seek certiorari has expired and  
20 no appeal or petition for certiorari has been timely taken, or any order as to which any appeal that  
21 has been taken or any petition for certiorari that has been or may be Filed has been resolved by the  
22 highest court to which the order or judgment was appealed or from which certiorari was sought;  
23 provided, that, the possibility that a request for relief under Rule 60 of the Federal Rules of Civil  
24 Procedure, or any analogous rule under the Bankruptcy Rules, the local rules of the Court or  
25 applicable non-bankruptcy law, may be Filed relating to such order shall not prevent such order  
26 from being a Final Order.

27           1.78 **General Unsecured Claim** means a Claim against one or more of the Debtors that  
28 is not a (i) Senior Secured Bond Debt Claim, (ii) Senior Secured Credit Agreement Claim, (iii)  
DIP Claim, (iv) Administrative Claim, (v) Professional Fee Claim, (vi) Priority Claim; (vii)  
Priority Tax Claim, (viii) Other Secured Claim, (ix) Convenience Class Claim, (x) Insured Claim,  
or (xi) Intercompany Claim, and shall include, without limitation, Claims arising as a result of the  
rejection of any Executory Contracts.

          1.79 **Governmental Bar Date** means November 4, 2019, as established by the Claims  
Bar Date Notice.

          1.80 **Governmental Unit** shall have the meaning set forth in § 101(27).

          1.81 **GUC Avoidance Actions** means all Avoidance Actions other than the Vendor  
Avoidance Actions.

          1.82 **GUC Cap** means twenty five million dollars (\$25,000,000).

1 1.83 **GUC Distribution Date** means (i) initially, the first Business Day that is thirty (30)  
2 days after the Effective Date or as soon thereafter as practicable; (ii) thereafter, any interim date(s)  
3 that the GUC Distribution Trustee deems appropriate based upon, among other things, the amount  
4 of Cash or Cash proceeds on hand in the GUC Distribution Trust, whether there remain any other  
5 unpaid obligations of the GUC Distribution Trust under the Plan, the time and status of pending  
6 or potential litigation or contested matters involving or affecting the GUC Distribution Trust, the  
amount of any necessary reserves, and any other factors that are relevant to the ability to make  
7 further distributions from the GUC Distribution Trust Assets; and (iii) the Final GUC Distribution  
8 Date.

9 1.84 **GUC Distribution Trust** means the trust to be established on the Effective Date in  
10 accordance with Section III.E.1 of this Plan for the purposes of reconciling General Unsecured  
11 Claims, pursuing the GUC Avoidance Actions, and making distributions to Holders of Allowed  
12 General Unsecured Claims consistent with the terms of this Plan.

13 1.85 **GUC Distribution Trust Agreement** means the agreement governing, among other  
14 things, the retention and duties of the GUC Distribution Trustee as described in Section III.E.1 of  
15 this Plan, which shall be in form and substance materially consistent with the Plan and included as  
16 an exhibit to the Plan Supplement.

17 1.86 **GUC Distribution Trust Assets** means (i) the Initial GUC Distribution Amount, (ii)  
18 the Second GUC Distribution Amount, (iii) GUC Avoidance Actions, and (iv) the GUC Vendor  
19 Recovery.

20 1.87 **GUC Distribution Trust Beneficiaries** means Holders of Allowed General  
21 Unsecured Claims in Class 4.

22 1.88 **GUC Distribution Trustee** means the Person designated as the trustee of the GUC  
23 Distribution Trust by the Committee after consultation with the Plan Proponents.

24 1.89 **GUC Post-Effective Date Expenses** means, except as otherwise provided herein,  
25 all voluntary and involuntary costs, expenses, charges, obligations, or liabilities of any kind or  
26 nature, whether unmatured, contingent, or unliquidated incurred by the GUC Distribution Trust  
27 after the Effective Date until the GUC Distribution Trust is dissolved, including, but not limited  
28 to, those expenses described in Section III.E.5 of the Plan.

1 1.90 **GUC Vendor Cash Recovery** means fifty percent (50%) of any and all net Cash  
2 proceeds of the Vendor Claims, which shall be transferred by the Debtors to the GUC Distribution  
3 Trust within thirty (30) days after the Debtors' receipt of such net Cash proceeds.

4 1.91 **GUC Vendor Credit Recovery** means the Cash equivalent of fifty percent (50%) of  
5 any and all non-Cash value realized by the Debtors as a result of the Vendor Claims, which will  
6 be paid by the Debtors (or Reorganized Debtors, as applicable) to the GUC Distribution Trust  
7 quarterly as that value (in the form of cost savings or otherwise) is realized by the Debtors (or  
8 Reorganized Debtors, as applicable). For the purpose of calculating the Cash equivalent of any  
9 non-Cash value realized by the Debtors (or Reorganized Debtors, as applicable) as a result of any  
10 Vendor Claims, the amount shall be calculated as set forth in the Term Sheet.

1           1.92 **GUC Vendor Recovery** means the GUC Vendor Cash Recovery plus the GUC  
2 Vendor Credit Recovery. The aggregate total sum of the GUC Vendor Recovery, the Initial GUC  
3 Distribution Amount, and Second GUC Distribution Amount, shall not exceed the GUC Cap.

4           1.93 **Holder** means an Entity holding a Claim or an Interest, as applicable, each solely  
5 in its capacity as such.

6           1.94 **Hospitals** means SHC Medical Center-Yakima, SHC Medical Center - Toppenish,  
7 and Sunnyside Community Hospital Association and related facilities operated by the Debtors.

8           1.95 **Indemnification Provisions** means each of the Debtors' indemnification provisions  
9 currently in existence whether existing in a Debtor's bylaws, incorporation document, other  
10 formation documents, board or executive committee resolutions or employment contracts for  
11 current and former Board Trustees, managers, officers, employees, attorneys, individual  
12 consultants, other professionals and agents of the Debtors, and all of their respective Affiliates.

13           1.96 **Initial GUC Distribution Amount** means Cash in the amount of five million dollars  
14 (\$5,000,000), which will be funded by the Debtors to the GUC Distribution Trust on or before the  
15 Effective Date.

16           1.97 **Insurance Policy** means any insurance policy maintained by or for the benefit of  
17 the Debtors (including the D&O Policies) set forth in a schedule to the Plan Supplement.

18           1.98 **Insured Claims** means General Unsecured Claims arising prior to the Confirmation  
19 Date involving personal injury, medical malpractice, or wrongful death (including slip-and-fall  
20 and medical malpractice Claims) that are covered by the terms of Debtors' various insurance  
21 policies (including the Insurance Policies), or any other General Unsecured Claim against a Debtor  
22 for which the Debtor is entitled to indemnification, reimbursement, contribution or other payment  
23 under a policy of insurance (including the Insurance Policies) under which the Debtor is an insured  
24 or beneficiary of the coverage provided under the applicable policy. All Insured Claims are  
25 Disputed Claims. Some of the Insured Claims are fully insured, and no deductible amount would  
26 be payable by Debtors under the terms of the applicable Insurance Policy. As to other Insured  
27 Claims, Debtors may owe deductible amounts. For the avoidance of doubt, the Reorganized  
28 Debtors shall not be responsible for any deductible or self-insured retention obligations, and all  
claims for such deductibles and self-insured retention obligations shall be treated as Class 4  
General Unsecured Claims to the extent Allowed. Further, no insurance carrier shall, or shall be  
entitled to, deny coverage under any insurance policy (including any Insurance Policy) based upon  
(i) any failure by the Debtors or Reorganized Debtors to pay any deductible or self-insured  
retention in full or (ii) the treatment of any claim for a deductible or self-insured retention  
obligation as a Class 4 General Unsecured Claim. Insured Claims are classified as a subclass (Class  
4A) of Class 4, General Unsecured Claims (not otherwise classified). See Section III.N below for  
further information about issues relating to Insured Claims.

          1.99 **Interest** means any ownership interest in any of the Debtors, including but not  
limited to, membership interests or other entitlement to participate in the organizational affairs of  
a nonprofit Entity organized under the laws of the State of Washington.

          1.100 **Lapis** means Lapis Advisers, LP.

1 1.101 **Lapis Parties** means the DIP Agent, DIP Lenders, UMB Bank, N.A. as indenture  
2 trustee for the Senior Secured Bond Debt Claims, and Holders of the Senior Secured Bond Debt  
3 Claims and the Senior Secured Credit Agreement Claims, and any fund managed by or affiliated  
4 with any of the foregoing.

5 1.102 **Law** means any statute, law, ordinance, ruling, consent decree, permit, policy, rule  
6 or regulation of, issued by or entered into by any Governmental Unit and all judicial or  
7 administrative interpretations thereof and any common law doctrine.

8 1.103 **Lead Chapter 11 Case** means Chapter 11 Case Number 19-01189-11, currently  
9 pending the Court.

10 1.104 **Lien** shall have the meaning set forth in § 101(37).

11 1.105 **Liquidating Debtors** means any Debtor not reorganizing, including SHC Medical  
12 Center - Yakima.

13 1.106 **Liquidation Trust** means the trust to be established on the Effective Date in  
14 accordance with Section III.G.

15 1.107 **Liquidation Trust Agreement** means the agreement governing, among other things,  
16 the retention and duties of the Liquidating Trustee as described in Section III.G hereof, which shall  
17 be in form and substance materially consistent with the Plan and included as an exhibit to the Plan  
18 Supplement.

19 1.108 **Liquidation Trust Assets** means all assets of the Debtors not necessary for the  
20 operation of the core health care businesses of the Debtors or constituting GUC Distribution Trust  
21 Assets under this Plan, including, but not be limited to the (i) if unsold as of the Effective Date,  
22 Yakima Medical Office Building (excluding the operations within); (ii) if unsold as of the  
23 Effective Date, SHC Medical Center-Yakima; (iii) any other unused buildings or real property  
24 currently owned by the Debtors other than Sunnyside Community Hospital Association; (iv) A/R  
25 Collections of SHC Medical Center-Yakima; (v) all 180 day and older days aged accounts  
26 receivable of Sunnyside Community Hospital Association and SHC – Medical Center Toppenish;  
27 (vi) any Causes of Action held by the Debtors, including the Vendor Claims, not expressly  
28 assigned to the GUC Distribution Trust; and (vii) the Liquidation Trust Vendor Recovery.

1.109 **Liquidation Trust Vendor Recovery** all portions of the Vendor Recovery other than  
the GUC Vendor Recovery.

1.110 **Liquidation Trustee** means the Person designated as the trustee of the Liquidation  
Trust by the Lapis Parties.

1.111 **Net GUC Distribution Trust Assets** means the GUC Distribution Trust Assets and  
all proceeds thereof minus the costs of administering the GUC Distribution Trust (including, but  
not limited to, all fees and expenses of the GUC Distribution Trustee and any professionals retained  
by the GUC Distribution Trustee in the GUC Distribution Trustee's capacity as such that are not  
payable by the Reorganized Debtors pursuant to Section III.E.6).

1 1.112 **Next Payment Date** means, with respect to any particular Disputed Claim, the first  
2 Business Day of the calendar quarter after such Claim has been Allowed by Final Order.

3 1.113 **Non-Debtor Affiliates** means, individually or collectively, Astria Health Clinically  
4 Integrated Network, LLC, Bridal Dreams, LLC, Depot Plus, LLC, Home Supply, LLC, Kitchen  
5 Appliance, LLC, Northwest Health, LLC, Pacific Northwest ASC Management, LLC, Sunnyside  
6 Hospital Service Corp., Sunnyside Medical Center, LC, and Wedded Bliss, LLC.

7 1.114 **Order** means any judgment, order, injunction, decree, writ or license issue or  
8 entered by or with any Governmental Unit or any arbitrator, whether preliminary, interlocutory or  
9 final, including any order entered by the Court in the Chapter 11 Cases.

10 1.115 **Ordinary Course Administrative Expense** means Administrative Claims for goods  
11 and services of types consistent with the Debtors' ordinary course business operations as of the  
12 Petition Date that will be paid as they come due after the Effective Date in the ordinary course of  
13 Reorganized Debtors' business. For the avoidance of doubt, the DIP Claims do not constitute  
14 Ordinary Course Administrative Expenses.

15 1.116 **Other Secured Claim** means any Secured Claim against any of the Debtors that is  
16 not (a) a DIP Claim; (b) a Senior Secured Bond Debt Claim; or (c) a Senior Secured Credit  
17 Agreement Claim.

18 1.117 **Person** shall have the meaning set forth in § 101(41).

19 1.118 **Petition Date** means May 6, 2019, which is the date that each Debtor filed a  
20 voluntary chapter 11 petition and commenced its respective Chapter 11 Case.

21 1.119 **Plan** means this *Second Amended Joint Chapter 11 Plan of Reorganization of*  
22 *Astria Health and its Debtor Affiliates*, as further amended, supplemented or otherwise modified  
23 from time to time, including all exhibits attached hereto or with the Plan Supplement, which is  
24 incorporated in the Plan by reference and made part of the Plan as if set forth in the Plan.

25 1.120 **Plan Proponents** shall have the meaning set forth in the preamble to this Plan.

26 1.121 **Plan Supplement** means a supplemental appendix to this Plan, as may be amended  
27 from time to time on or prior to the Voting Deadline, which will contain the following items:

- 28 (a) the Schedule of Assumed Agreements;
- (b) the schedule of Insurance Policies;
- (c) the list of directors for Reorganized Debtors;
- (d) the Exchange Debt Documents
- (e) GUC Distribution Trust Agreement;
- (f) Liquidation Trust Agreement;

- 1 (g) The Term Sheet (under seal);  
2 (h) Any updated Financial Projections and/or Liquidation Analysis;  
3 (i) Any amendments to the treatment of Intercompany Claims under the Plan;  
4 and  
5 (j) the D&O Cause of Action Agreement (as defined in Section III.H).

6 which items shall be filed at least ten (10) days prior to the Voting Deadline.

7 1.122 **POC** means the committee of Persons or Entities appointed as of the Effective Date  
8 to advise the GUC Distribution Trustee in the performance of the GUC Distribution Trustee's  
9 duties and obligations under the Plan with respect to the administration of the GUC Distribution  
Trust for the benefit of the Holders of Allowed General Unsecured Claims.

10 1.123 **Preserved Claims** mean the following type and categories of Claims and Causes of  
Action, without limitation:

- 11 a. the right to object to, challenge or otherwise contest any claims, whether or not any  
12 such claim is the subject of a proof of claim;
- 13 b. any right of setoff, counterclaim, or recoupment and any claim for breach of  
14 contract or for breach of duties imposed by law or in equity;
- 15 c. any claim pursuant to § 362;
- 16 d. any claim or defense including fraud, mistake, duress, and usury, and any other  
17 defenses set forth in § 558;
- 18 e. all claims, causes of action (avoidance or otherwise), objections, rights, and  
19 remedies arising under Chapter 5 of the Bankruptcy Code pursuant to, among others,  
20 §§ 502, 510, 542 through 545 and 547 through 553 or 558 thereof, or similar or  
21 equivalent claims, causes of action, objections, rights, and remedies arising under  
22 state law, including all Avoidance Actions, irrespective of whether or not the targets  
of such causes of action have been identified by name, or any transfers subject to  
23 avoidance have been listed, in the Debtors' Schedules, the Disclosure Statement,  
this Plan, or any other document Filed in the Chapter 11 Cases;
- 24 f. the Vendor Claims;
- 25 g. claims under any Insurance Policies applicable to the Debtors;
- 26 h. all claims of any kind or nature arising under state or federal law against any of the  
27 Debtors' current or former vendors relating to services rendered prior to the Petition  
28 Date;



- 1 i. all claims, causes of action, and other rights (including rights to challenge any  
2 asserted Lien) of any kind or nature against any party asserting a claim in these  
3 cases, unless expressly and in writing released or waived during the Chapter 11  
4 Cases, including under this Plan;
- 5 j. all legal and equitable defenses against any Claim or Cause of Action asserted  
6 against the Debtors;
- 7 k. all claims and/or Causes of Action of any kind or nature arising under state or  
8 federal law arising under a theory of negligence, professional negligence, and/or  
9 malpractice;
- 10 l. all claims and/or Causes of Action of any kind or nature arising under state law  
11 based fraudulent conveyance theories;
- 12 m. all claims and/or Causes of Action constituting, for, based upon, or relating to a  
13 breach of fiduciary duty, a tort, a contract, an Avoidance Action, federal or state  
14 preference or fraudulent transfer laws, or any federal or state statutory rights or  
15 requirements, whether based in law or equity, against any of the current and former  
16 members, managers, and/or officers of the Debtors; and
- 17 n. all Avoidance Actions against AHM, Inc.

18 1.124 **Priority Claim** means a Claim entitled to priority against the Estates under §§  
19 507(a)(4), 507(a)(5), 507(a)(6) or 507(a)(7). Priority Claims do not include any Claims incurred  
20 after Petition Date.

21 1.125 **Priority Tax Claim** means a Claim entitled to priority against the Estate under §  
22 507(a)(8). Priority Tax Claims do not include any Claims incurred after Petition Date.

23 1.126 **Pro Rata** means the proportion that an Allowed Claim in a particular Class bears  
24 to the aggregate amount of Allowed Claims in that respective Class, or the proportion that Allowed  
25 Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class  
26 and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan, as  
27 applicable.

28 1.127 **Professional** means any Entity retained in the Chapter 11 Cases in accordance with  
§§ 327, 328 or 1103.

1.128 **Professional Fee Claim** means a Claim for accrued fees and expenses (including  
success fees) for services rendered and expenses incurred by a Professional for the Petition Date  
through and including the Effective Date to the extent such fees and expenses have not been paid  
or not Disallowed pursuant to Order of the Court under §§ 327, 328, 330, 331, 363, 503, or 1103  
for compensation for professional services rendered or expenses incurred for which the Estate is  
liable for payment Code regardless of whether a fee application has been filed for such fees and  
expenses.

1 1.129 **Proof of Claim** means a proof of Claim Filed against any of the Debtors in the  
2 Chapter 11 Cases.

3 1.130 **PTO Claims** mean Claims asserted by Debtors' employees that are based upon  
4 accrued hours arising under Debtors' nonworking day and paid time off policies.

5 1.131 **Related Parties** means, with respect to any person or entity, except as otherwise set  
6 forth below or in this Plan, any past or present representative, controlling persons, officer, director,  
7 agent, attorney, advisor, Professional, employee, subsidiary or Affiliate, shareholder, partner  
8 (general or limited), executive committee member, member, managers, equity holder, trustee  
9 executor, predecessor in interest, successor or assign of any such person, provided, AHM, Inc., the  
10 officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the  
11 capacity of an officer of any of the foregoing, shall not constitute Related Parties for purposes of  
12 this Plan.

13 1.132 **Released Parties** means (a) the Debtors, (b) the Lapis Parties, (c) the Committee  
14 and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set  
15 forth below or in the this Plan, each of the foregoing Entities' respective predecessors, successors  
16 and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or  
17 funds, current and former officers, directors, principals, shareholders, direct and indirect equity  
18 holders, members partners (general and limited), employees, agents, advisory board members,  
19 financial advisors, attorneys accountants, investment bankers, consultants, representatives,  
20 management companies, fund advisors, Professionals, and other professionals; provided, AHM,  
21 Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee  
22 acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for  
23 purposes of this Plan and provided further, that as a condition to receiving or enforcing any release  
24 granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed  
25 to have released each other Released Party and its Affiliates from any and all Claims or Causes of  
26 Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases. For  
27 the avoidance of doubt, and notwithstanding anything herein to the contrary, a member of the  
28 Committee shall be a Released Party only in his or her capacity as a member of the Committee.  
For the further avoidance of doubt, all Professional Fee Claims and rights to enforce this Plan are  
expressly preserved notwithstanding anything to the contrary in this Section I.A.1.132, Section  
VII.F.2, or any other provision of this Plan.

1.133 **Releasing Party** means (a) the Released Parties; and (b) all Holders of Claims that  
(i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided  
by Section VII.F.2 hereof pursuant to a duly executed Ballot; provided, that, notwithstanding  
anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to  
accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt  
out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in  
accordance with the Solicitation Procedures Order, be a Releasing Party.

1.134 **Reorganized Debtor** means a Debtor that is reorganizing and will continue in  
operation after the Effective Date, as controlled by sole member, AH System.



1           1.135 **Reorganized Debtor Insurance Policies** means any insurance policies of the  
2 Debtor (including, without limitation, the D&O Policies).

3           1.136 **Schedules** means, collectively, the schedules of assets and liabilities, schedules of  
4 Executory Contracts, and statements of financial affairs Filed by the Debtors, pursuant to § 521  
5 and in substantial accordance with the Official Bankruptcy Forms, as the same may have been  
6 amended, modified, or supplemented from time to time.

7           1.137 **Second GUC Distribution Amount** means Cash in the amount of two million three  
8 hundred thousand dollars (\$2,300,000) minus the amount of any GUC Vendor Recovery, which  
9 shall be paid by the Debtors (or Reorganized Debtors, as applicable) to the GUC Distribution Trust  
10 within thirty (30) days after the determination of the total value of the GUC Vendor Recovery.  
11 For the avoidance of doubt, the Second GUC Distribution Amount will be an unconditional  
12 obligation of the Debtors (or Reorganized Debtors, as applicable) to the GUC Distribution Trust.

13           1.138 **Secured** means, when referring to a Claim, a Claim secured by a Lien on property  
14 in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable  
15 pursuant to applicable law or by a Final Order, or that is subject to setoff pursuant to § 553, to the  
16 extent of the value of the applicable creditor's interest in such Estate's interest in such property or  
17 to the extent of the amount subject to setoff, as applicable, in each case, as determined pursuant to  
18 § 506(a).

19           1.139 **Senior Debt 9019 Settlement** shall have the meaning ascribed to such term in  
20 Section III.A hereof.

21           1.140 **Senior Secured Bond Debt Claims** means all amounts due under the Bond  
22 Documents, including principal, interest including interest at any applicable default rate,  
23 prepayment penalties, make wholes and similar amounts, and expenses including but not limited  
24 to attorneys and other professional fees.

25           1.141 **Senior Secured Credit Agreement Claims** means all amounts due under the Credit  
26 Agreement, including principal, interest including interest at any applicable default rate,  
27 prepayment penalties, make wholes and similar amounts, and expenses including but not limited  
28 to attorneys and other professional fees.

          1.142 **Senior Secured Credit Agreement Exchange Debt** means Exchange Debt issued  
to satisfy the Senior Secured Credit Agreement Claims as more specifically described in the  
Exchange Debt Documents.

          1.143 **Solicitation Procedures** means the form of solicitation procedures approved by and  
attached as an exhibits to the Solicitation Procedures Order.

          1.144 **Solicitation Procedures Order** means the Order Granting Joint Motion for an Order  
Approving: (I) Proposed Disclosure Statement; (II) Solicitation and Voting Procedures; (III)  
Notice Procedures; (III) Notice and Objections Procedures for Confirmation of Joint Plan of  
Reorganization; and (IV) Granting Related Relief [Docket No. 1991].

1 1.145 *Supplemental Bar Date* means the date established by the Supplemental Bar Date  
2 Order by which requests for payment of certain Prepetition Claims (as defined in the Supplemental  
3 Bar Date Order) must be Filed, subject to any exceptions specifically set forth therein.

4 1.146 *Supplemental Bar Date Order* means the Order (I) Fixing a Bar Date for Filing  
5 Certain Prepetition Claimants' Claims and (II) Approving the Form of Notice of Those Prepetition  
6 Claimants' Claims Bar Date [Docket No. 1417].

7 1.147 *Term Sheet* means that certain Plan Settlement Term Sheet between the Debtors  
8 and the Committee setting forth the Committee Plan Settlement, the terms of which are  
9 incorporated herein. A copy of the Term Sheet, updated as necessary by the Plan Proponents and  
10 the Committee to provide definitional clarity with respect to Term Sheet provisions incorporated  
11 herein by reference, shall be Filed under seal as part of the Plan Supplement.

12 1.148 *U.S. Trustee* means the Office of the United States Trustee for the Eastern District  
13 of Washington.

14 1.149 *U.S. Trustee Fees* means fees or charges assessed against the Estate pursuant to 28  
15 U.S.C. § 1930.

16 1.150 *Vendor* means Cerner Corporation and all of its subsidiaries and affiliates.

17 1.151 *Vendor Avoidance Actions* means any Avoidance Actions against the Vendor.

18 1.152 *Vendor Claims* means any and all actual or potential claims and causes of action  
19 of the Debtors against the Vendor, including any and all Vendor Avoidance Actions.

20 1.153 *Vendor Recovery* means any Cash and non-Cash value realized by the Debtors as  
21 a result of the Vendor Claims, which shall be allocated between the Liquidation Trust and the GUC  
22 Distribution Trust as provided in this Plan.

23 1.154 *Voting Deadline* means 4:00 p.m. (prevailing Eastern Time) on December 4, 2020,  
24 as specifically set forth in the Disclosure Statement Order, which is the deadline for submitting  
25 Ballots to accept or reject the Plan in accordance with § 1126.

## 26 **B. Rules of Interpretation.**

27 For purposes herein: (i) in the appropriate context, each term, whether stated in the singular  
28 or the plural, shall include both the singular and the plural, and pronouns stated in the masculine,  
feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (ii) except  
as otherwise provided herein, any reference herein to a contract, lease, instrument, release,  
indenture, or other agreement or document being in a particular form or on particular terms and  
conditions means that the referenced document shall be substantially in that form or substantially  
on those terms and conditions; (iii) except as otherwise provided, any reference herein to an  
existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit,  
as it may thereafter be amended, restated, supplemented, or otherwise modified in accordance with  
the Plan; (iv) unless otherwise specified herein, all references herein to "Sections" are references  
to Sections of the Plan or hereto; (v) unless otherwise stated herein, the words "herein," "hereof,"

1 and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (vi)  
2 captions and headings to Sections are inserted for convenience of reference only and are not  
3 intended to be a part of or to affect the interpretation hereof; (vii) the words “include” and  
4 “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be  
5 deemed to be followed by the words “without limitation”; (viii) unless otherwise specified, the  
6 rules of construction set forth in § 102 shall apply to the Plan; (ix) any term used in capitalized  
7 form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy  
8 Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy  
9 Rules, as the case may be; (x) any docket number references in the Plan shall refer to the docket  
10 number of any document Filed with the Court in the Chapter 11 Cases; (xi) any immaterial  
11 effectuating provisions may be interpreted in such a manner that is consistent with the overall  
12 purpose and intent of the Plan all without further notice to or action, order, or approval of the Court  
13 or any other Entity; (xii) except as otherwise provided, any references to the Effective Date shall  
14 mean the Effective Date or as soon as reasonably practicable thereafter; and (xiii) all exhibits and  
15 supplements to the Plan are incorporated herein, regardless of when those exhibits and  
16 supplements are filed.

### 11 **C. Computation of Time**

12 Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a)  
13 shall apply in computing any period of time prescribed or allowed herein. If the date on which a  
14 transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then  
15 such transaction shall instead occur on the next Business Day. Whenever a distribution of property  
16 is required to be made on a particular date, the distribution shall be made on such date or as soon  
17 as practicable thereafter.

### 16 **D. Governing Law**

17 Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy  
18 Code and Bankruptcy Rules) or unless otherwise specifically stated herein, the laws of the State  
19 of Washington, without giving effect to the principles of conflict of laws, shall govern the rights,  
20 obligations, construction, and implementation of the Plan, any agreements, documents,  
21 instruments, or contracts executed or entered into in connection with the Plan (except as otherwise  
22 set forth in those agreements, in which case the governing law of such agreement shall control);  
23 provided that corporate or limited liability company governance matters relating to the Debtors or  
24 the Reorganized Debtors, as applicable, not incorporated or formed (as applicable) in the State of  
25 Washington shall be governed by the laws of the state of incorporation or formation (as applicable)  
26 of the applicable Debtor or Reorganized Debtor.

### 23 **E. Reference to Monetary Figures**

24 All references in the Plan to monetary figures shall refer to currency of the United States  
25 of America, unless otherwise expressly provided herein.

### 26 **F. Controlling Document**

27 In the event of an inconsistency between the Plan and the Disclosure Statement, the terms  
28 of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the

1 Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless  
2 stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of  
3 an inconsistency between the Confirmation Order and the Plan, the Disclosure Statement or the  
4 Plan Supplement, the Confirmation Order shall control.

## 5 **SECTION II. CLASSIFICATION AND TREATMENT OF CLAIMS**

### 6 **A. General Overview**

7 As required by the Bankruptcy Code, the Plan classifies claims and interests in various  
8 classes according to their right to priority of payments as provided in the Bankruptcy Code. The  
9 Plan states whether each Class of Claims or Interests is impaired or unimpaired. The Plan provides  
10 the treatment each Class will receive under the Plan.

### 11 **B. Limited Consolidation**

12 Except as expressly provided in this Plan, each Debtor shall continue to maintain its  
13 separate corporate existence for all purposes other than the treatment of Claims and distributions  
14 under this Plan. Except as expressly provided in this Plan, the Exchange Debt Documents, the  
15 other Definitive Documents, or as otherwise ordered by the Court, on the Effective Date: (a) all  
16 assets and all liabilities of each of the Debtors shall be deemed merged or treated as though they  
17 were merged into and with the assets and liabilities of each other, (b) no distributions shall be made  
18 under this Plan on account of Intercompany Claims among the Debtors, and all such Claims shall  
19 be eliminated and extinguished, (c) all guaranties of the Debtors of the obligations of any other  
20 Debtor shall be deemed eliminated and extinguished so that any Claim against any Debtor and any  
21 guarantee thereof executed by any Debtor and any joint or several liability of any of the Debtors  
22 shall be deemed to be one obligation of the consolidated Debtors, (d) each and every Claim filed  
23 or to be filed in any of the Chapter 11 Cases shall be treated as if filed against the consolidated  
24 Debtors and shall be treated one Claim against and obligation of the consolidated Debtors, and (e)  
25 for purposes of determining the availability of the right of setoff under § 553, the Debtors shall be  
26 treated as one entity so that, subject to the other provisions of § 553, debts due to any of the Debtors  
27 may be set off against the debts of any of the other Debtors. Such consolidation shall not (other  
28 than for purposes relating to this Plan) affect the legal and corporate structures of the Reorganized  
Debtors. Notwithstanding anything in this Section to the contrary, all U.S. Trustee Fees, if any,  
shall be calculated on a separate legal entity basis for each Reorganized Debtor.

### 29 **C. Summary and Classification of Claims and Interests**

30 This Section classifies Claims and Interests – except for Administrative Claims, Priority  
31 Tax Claims, Professional Fee Claims, and DIP Claims, which are not classified – for all purposes,  
32 including voting, Confirmation, and distribution under the Plan. A Claim or Interest is classified  
33 in a particular Class only to the extent that the Claim or Interest falls within the Class description.  
34 To the extent that part of the Claim or Interest falls within a different Class description, the Claim  
35 or Interest is classified in that different Class. The classification of Senior Secured Bond Debt  
36 Claims and Senior Secured Credit Agreement Claims is an integral component of the Senior Debt  
37 9019 Settlement.

1 The following table summarizes the Classes of Claims and Interests under the Plan that are  
 2 Allowed Claims:

3	4	5	6	7
CLASS	DESCRIPTION	IMPAIRED/ UNIMPAIRED	VOTING STATUS	
8 1	Priority Claims	Unimpaired	Not Entitled to Vote / Deemed to Accept	
9 2A	Senior Secured Bond Debt Claims	Impaired	Entitled to Vote	
10 2B	Senior Secured Credit Agreement Claims	Impaired	Entitled to Vote	
11 2C	Other Secured Claims	Impaired	Entitled to Vote	
12 3	Convenience Class Claims	Impaired	Entitled to Vote	
13 4	General Unsecured Claims	Impaired	Entitled to Vote	
14 4A	Insured Claims	Impaired	Entitled to Vote	
15 5	Intercompany Claims	Eliminated Through Consolidation of Debtors	N/A	

16  
17  
18  
19  
20  
21 **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN, NO**  
 22 **DISTRIBUTIONS WILL BE MADE AND NO RIGHTS WILL BE RETAINED ON**  
 23 **ACCOUNT OF ANY CLAIM OR INTEREST THAT IS NOT AN ALLOWED CLAIM OR**  
 24 **INTEREST.**

25 The treatment in this Plan is in full and complete satisfaction of the legal, contractual, and  
 26 equitable rights (including any Liens) that each individual or Entity holding an Allowed Claim  
 27 may have in or against Debtors, the Estates, or their respective property. This treatment supersedes  
 28 and replaces any agreements or rights those individuals or Entities may have in or against Debtors,  
 the Estates, or their respective property. Except as otherwise provided in this Plan, all distributions  
 in respect of Allowed Claims will be allocated first to the principal amount of such Allowed Claim,  
 as determined for federal income tax purposes, and thereafter, to the remaining portion of such  
 Allowed Claim, if any.

1                   **D.      Unclassified Claims**

2                   Certain types of Claims are not placed into voting classes; instead they are unclassified.  
3 They do not vote on the Plan because they are automatically entitled to specific treatment provided  
4 for them in the Bankruptcy Code. As such, Debtors have not placed the following Claims in a class.  
5 The treatment of these Claims is provided below.

6                   **1.      Administrative Claims**

7                   **a.      Types of Claims Entitled to Administrative Priority**

8                   The following types of Claims are entitled to administrative priority under this Plan:  
9 Administrative Claims (including Ordinary Course Administrative Expense Claims), DIP Claims,  
10 Professional Fee Claims, U.S. Trustee Fees, 503(b)(9) Claims and Cure Payments. The foregoing  
11 claims, other than Ordinary Course Administrative Expense Claims and DIP Claims, are estimated  
12 to be Allowed in the approximate aggregate amount of \$4,624,674.

13                   **b.      Administrative Claims Bar Date**

14                   Holders of Administrative Claims incurred during the period from and after the Petition  
15 Date until the date of entry of the Administrative Claims Bar Date Order were required to File and  
16 serve a request for payment of such Administrative Claims and those that did not File and serve  
17 such a request by the Administrative Claims Bar Date are forever barred, estopped, and enjoined  
18 from asserting such Administrative Claims against the Debtors or their Estates, and such  
19 Administrative Claims shall be deemed discharged as of the Effective Date, except as provided in  
20 the Plan.

21                   **c.      Supplemental Administrative Claims Bar Date**

22                   Holders of Administrative Claims based upon liabilities incurred by the Debtors in the  
23 ordinary course of their business on or after the date the Administrative Claims Bar Date Order  
24 was entered but prior to the Effective Date must File and serve such Claims on the Reorganized  
25 Debtors within thirty (30) days after the Effective Date or such claims shall be forever barred  
26 against the Debtors or their Estates. Objections to the requests for payment of such Administrative  
27 Claims must be Filed and served on the Reorganized Debtors and the requesting party within  
28 twenty (20) days after the Filing of the applicable request for payment of such Administrative  
Claims.

Notwithstanding the foregoing, the following entities that hold Administrative Expense  
Claims do not need to assert an Administrative Expense Claim (collectively, the “Excluded  
Claims”):

a)               Administrative Expense Claims based upon liabilities that the Debtors (other than  
SHC Medical Center - Yakima) incurred in the ordinary course of their business to providers of  
goods and services. To be clear, Administrative Expense Claims held by vendors of goods and  
services to ARMC are not Excluded Claims and such vendors must file an Administrative Expense  
Claim;





1 For the avoidance of doubt, estate Professionals may still receive interim compensation prior to  
2 the Effective Date if otherwise able to under existing court orders.

### 3 **3. Priority Tax Claims**

4 Priority Tax Claims are certain unsecured income, employment and other taxes described  
5 by § 507(a)(8).

6 During the Chapter 11 Cases, Debtors obtained Court authority to bring wages, benefits  
7 and payroll taxes current for the prepetition period, so no prepetition employment related taxes  
8 remain due. The Debtors have otherwise kept current on taxes.

9 Priority Tax Claims shall be paid in full in Cash from the Administrative and Priority  
10 Claims Reserve (a) on the later of the Effective Date or the date such Claim is allowed, (b) after  
11 the Effective Date, over a period not to exceed five years from the date of assessment of the subject  
12 tax, together with interest thereon at a rate satisfactory to the Debtors or such other rate as may be  
13 required by the Bankruptcy Code, or (c) upon such other terms as may be mutually agreed upon  
14 between the holder of such Claim and the Plan Proponents, and consistent with the terms of the  
15 Definitive Documents.

### 16 **4. Administrative and Priority Claims Reserve**

17 On the Effective Date or as soon as practicable thereafter, the Debtors or the Reorganized  
18 Debtors, as applicable, shall fund the Administrative and Priority Claims Reserve in Cash in the  
19 Administrative and Priority Claims Reserve Amount. Any amounts remaining in the  
20 Administrative and Priority Claims Reserve after payment of all Allowed Administrative, Priority,  
21 and Professional Fee Claims and the U.S. Trustee Fees shall be transferred to the Reorganized  
22 Debtors.

#### 23 **E. Classified Claims**

##### 24 **1. Class 1 - Priority Claims (Other than Priority Tax Claims)**

25 Class 1 consists of Priority Claims against Debtors, other than Priority Tax Claims. These  
26 Priority Claims are entitled to priority treatment in that each Holder of such a Claim is entitled to  
27 receive Cash from the Administrative and Priority Claims Reserve on the Effective Date (or as  
28 soon as practicable thereafter) equal to the allowed amount of such Claim, unless the Class votes  
to accept deferred Cash payments of a value, as of the Effective Date, equal to the allowed amount  
of such Claims.

Excluded from this Class are (a) wage claims (including severance pay) in excess of the  
statutory limit of \$13,650, and (b) PTO Claims in excess of the statutory limit of \$13,650 for  
benefits. Such Claims will be treated as General Unsecured Claims in Class 4.<sup>3</sup>

---

<sup>3</sup> Employees may have accumulated paid time off (“PTO”) that the employees were able to roll forward  
from year to year, or cash out at retirement or departure. With limited exception regarding certain



CLASS #	DESCRIPTION	INSIDER (Y/N)	IMPAIRED (Y/N)	TREATMENT
1	Priority unsecured claims alleged pursuant to Code §§ 507(a)(4) and (5)  Total Amount = Unknown	No	No	Paid in cash in full on later of Effective Date or when Allowed

**2. Classes 2A, 2B and 2C - Secured Claims**

Classes 2A, 2B and 2C consist of Secured Claims against Debtors. Secured Claims are claims secured by liens on property of the Estate. The treatment of Senior Secured Bond Debt Claims and Senior Secured Credit Agreement Claims is an integral component of the Senior Debt 9019 Settlement. The Secured Claims shall be treated as follows:

CLASS #	DESCRIPTION	INSIDER (Y/N)	IMPAIRED (Y/N)	TREATMENT
2A	Senior Secured Bond Debt Claims  Total Estimated Amount = \$43,571,500.00, less any amount(s) paid down prior to the Effective Date pursuant to	No	Yes	In accordance with the Senior Debt 9019 Settlement, all Senior Secured Bond Debt Claims shall be Allowed and reinstated without setoff, reduction or subordination on the terms of the Exchange Debt Documents in the amount of all such Senior Secured Bond Debt Claims as of the Effective Date.

---

employees who were employed by SHC Medical Center - Yakima, separated after January 1, 2020 and then rehired by another Debtor and who were paid on account of unused PTO earned while at SHC Medical Center - Yakima or provided with an allowed claim, the Reorganized Debtors will assume the PTO Claims for retained employees of the Hospital, and PTO will be allowed to be used on the same terms and conditions as before Petition Date.

	pending asset sale pleadings.  Actual amount subject to per diem adjustment.			
2B	Senior Secured Credit Agreement Claims  Total Estimated Amount = \$13,162,397.26  Actual amount subject to per diem adjustment.	No	Yes	In accordance with the Senior Debt 9019 Settlement, all Senior Secured Credit Agreement Claims shall be Allowed and satisfied, without setoff, reduction, subordination or challenge, by the exchange of all Senior Secured Credit Agreement Claims for Senior Secured Credit Agreement Exchange Debt with the attributes described in the schedule attached hereto in <b>Exhibit A</b> in the amount of all Senior Secured Credit Agreement Claims as of the Effective Date.
2C	Other Secured Claims	No	Yes	On or as soon as practicable after the Effective Date, each Holder of an allowed Other Secured Claim against the Debtors will receive from the assets of the Debtors, at the discretion of the Plan Proponents (i) cash equal to the full amount of its Claim, (ii) a reinstated note on the same payment and collateral terms as its prior Claim, (iii) a return of collateral securing the Claim against the Debtor, with any deficiency to result in a General Unsecured Claim, or (iv) such less favorable treatment to which the Holder otherwise agrees.

**3. Class 3 - Convenience Class Claims**

Class 3 consists of Convenience Class Claims, meaning those General Unsecured Claims that are either (i) less than or equal to five thousand dollars (\$5,000), or (ii) if the Claim amount is greater than five thousand dollars (\$5,000), a General Unsecured Claim with respect to which the Holder has made a Convenience Class Election and thus accepted a maximum of one thousand dollars (\$1,000) as payment of such Holder's Claim in full. As used herein, "Convenience Class Election" means the timely election by a Holder of a General Unsecured Claim in the amount of five thousand dollars (\$5,000) or greater to have such entire General Unsecured Claim be treated as a claim in the Convenience Class (Class 3), in which case the portion of such General Unsecured Claim in excess of \$5,000 shall be discharged in full on the Effective Date.

The Convenience Class Claims shall be treated as follows:

CLASS #	DESCRIPTION	INSIDER (Y/N)	IMPAIRED (Y/N)	TREATMENT
3	Convenience Class Claims  Total Amount = Est. Allowed amount of \$1,611,501, <sup>4</sup> assuming all claimants with Claims between \$5,000 and \$10,000 elect Class 3 treatment	No	Yes	To be paid 20% of allowed amount of claim up to a maximum of \$1,000, on the Effective Date or as soon as practicable thereafter.  There shall be no limitation on the number of Convenience Class members.

**4. Classes 4 and 4A – General Unsecured Claims Not Otherwise Classified and Insured General Unsecured Claims**

Class 4 consists of General Unsecured Claims. Class 4A is a subclass consisting of General Unsecured Claims that are also Insured Claims. Class 4 and 4A Claims do not include claims arising under any assumed contracts and leases, which shall be treated as Administrative Claims and paid or otherwise satisfied according to the terms of the assumed contract or lease and any order of the Court authorizing its assumption. To the extent any Class 4 or 4A Claim is paid in the ordinary course of business by any party that has reached a prior agreement with Debtors, such

<sup>4</sup>This amount is based on General Unsecured Claims filed. The Debtors believe that this amount will materially reduce following the claims adjudication process.

Claim will be deemed satisfied and shall not receive a distribution under the Plan. Otherwise, the Class 4 and 4A Claims shall be treated as follows:

CLASS #	DESCRIPTION	INSIDER (Y/N)	IMPAIRED (Y/N)	TREATMENT
4	General Unsecured Claims (Not Otherwise Classified)  Total Amount = Approximately \$101,950,399.80 <sup>5</sup>	No	Yes	Holder of Allowed General Unsecured Claims shall receive, on one or more GUC Distribution Dates, a <i>Pro Rata</i> share of the Net GUC Distribution Trust Assets.
4A	Insured Claims	No	Yes	Subject to the terms and conditions set forth in <u>Section III.N</u> below, Holders of Allowed Insured Claims in Class 4A shall recover only from the available insurance and Debtors shall be discharged to the extent of any such excess.  As of the Effective Date, all Insured Claims are Disputed.

**5. Class 5 - Intercompany Claims**

All intercompany claims shall be expunged and eliminated through the limited consolidation of the Debtors unless otherwise indicated in the Plan Supplement.

**SECTION III. MEANS OF IMPLEMENTING THE PLAN**

**A. The Senior Debt 9019 Settlement**

The Plan is centered around the settlement of all rights and claims associated with the DIP Claims, Senior Secured Bond Debt Claims and Senior Secured Credit Agreement Claims (the “Senior Debt 9019 Settlement”). The Senior Debt 9019 Settlement is comprised of (i) the classification and treatment of the DIP Claims, Senior Secured Bond Debt Claims and Senior

---

<sup>5</sup> This amount of is based on General Unsecured Claims filed. The Debtors believe that this amount will materially reduce following the claims adjudication process.

1 Secured Credit Agreement Claims and other Lapis Parties prepetition Claims as specified in this  
2 Plan, (ii) the issuance (or reinstatement, as applicable) of the debt instruments (the “Exchange  
3 Debt”) described in the schedule attached hereto as Exhibit A and more specifically in the  
4 Exchange Debt Documents, and (iii) the release and exculpation terms for the Lapis Parties as  
5 specified in this Plan.

6 The treatment and distributions provided for herein with respect to the DIP Claims, Senior  
7 Secured Bond Debt Claims, Senior Secured Credit Agreement Claims and other Lapis Parties  
8 prepetition Claims under the Senior Debt 9019 Settlement reflect a compromise and settlement of  
9 numerous complex issues including the Debtors’ obligation to satisfy the DIP Claim on the  
10 Effective Date, the scope, extent and value of the collateral associated with the Senior Secured  
11 Bond Debt Claims and Senior Secured Credit Agreement Claims and related matters. The  
12 settlement provides final resolution of all issues relating to the DIP Claims and the rights and  
13 benefits of Lapis Parties, and the validity, enforceability and priority of the Senior Secured Bond  
14 Debt Claims and Senior Secured Credit Agreement Claims. Pursuant to the Senior Debt 9019  
15 Settlement, subject to the occurrence of the Effective Date, each prepetition Claim reflected in a  
16 proof of claim filed by the Lapis Parties in the Chapter 11 Cases that is not a Senior Secured Bond  
17 Debt Claim or Senior Secured Credit Agreement Claim shall be Allowed as a General Unsecured  
18 Claim in the liquidated amount specified therein.

19 The Plan shall constitute a motion to approve the Senior Debt 9019 Settlement. Subject to  
20 the occurrence of the Effective Date, entry of the Confirmation Order shall constitute approval of  
21 the Senior Debt 9019 Settlement pursuant to Bankruptcy Rule 9019 (which is inclusive of the  
22 releases by the Debtors and their Estates against the Lapis Parties) and a finding by the Bankruptcy  
23 Court that the Senior Debt 9019 Settlement is in the best interest of the Debtors and their Estates.  
24 If the Effective Date does not occur the Senior Debt 9019 Settlement shall be deemed to have been  
25 withdrawn without prejudice to the respective positions of the parties.

### 26 **B. The Committee Plan Settlement**

27 The Plan also embodies the Committee Plan Settlement set forth in the Term Sheet. The  
28 treatment of General Unsecured Claims provided for herein consistent with the Term Sheet reflects  
a compromise and settlement of numerous complex issues including, but not limited to, those set  
forth in the *Limited Objection of Official Committee of Unsecured Creditors to Motion for an  
Order Approving: (i) Proposed Disclosure Statement; (ii) Solicitation and Voting Procedures; (iii)  
Notice and Objection Procedure for Confirmation of Joint Plan of Reorganization; and (iv)  
Granting Related Relief* filed at docket number 1624. The Committee Plan Settlement provides  
final resolution of all issues relating to the treatment of General Unsecured Claims under this Plan.  
The Plan shall constitute a motion to approve the Committee Plan Settlement pursuant to  
Bankruptcy Rule 9019 and a finding by the Bankruptcy Court that the Committee Plan Settlement  
is in the best interest of the Debtors and their Estates. If the Effective Date does not occur, the  
Committee Plan Settlement shall be deemed to have been withdrawn without prejudice to the  
respective positions of the parties.

1                   **C.     Vendor Claims**

2           The Debtors (or the Reorganized Debtors, if after the Effective Date) and the Lapis Parties,  
3 in consultation with the Committee (or the GUC Distribution Trustee, if after the Effective Date),  
4 will jointly use their best efforts to settle or otherwise resolve each of the Debtors' Vendor Claims  
subject to the following principles:

5           Prior to the Effective Date, the Debtors (with the prior consent of the Lapis Parties) shall  
6 have the right to settle any and all Vendor Claims in their sole and absolute discretion after  
7 consultation with the Committee, and the Committee shall not have the right to object to any such  
settlement.

8           After the Effective Date, the Liquidation Trustee shall have the right of the Liquidation  
9 Trust (including any consent terms by the primary beneficiaries) to settle any and all Vendor  
10 Claims after consultation with the Debtors and the Committee, and the Debtors, Committee, and  
GUC Distribution Trustee shall not have the right to object to such settlement.

11           Prior to or after the Effective Date, the Debtors (with the prior consent of the Lapis Parties)  
12 or the Liquidation Trustee (subject to the terms of the Liquidation Trust, including any consent  
13 terms by the primary beneficiaries) may commence and prosecute litigation to resolve the Vendor  
Claims. Consent shall be conditioned on, *inter alia*, the retention of counsel and retention terms  
acceptable to the Lapis Parties.

14                   **D.     Corporate Actions**

15           AH NP 2 is currently a wholly owned non-debtor subsidiary of Astria Health. AH NP2 is  
16 a 501(c)(3) Washington non-profit corporation. On the Effective Date of the Plan, AH NP2 will  
17 amend its articles and bylaws to become the sole member of Astria Health on terms acceptable to  
18 the Lapis Parties. Astria Health will also amend its articles and bylaws to change Astria Health  
from a no-member non-profit corporation to a single member non-profit corporation on terms  
acceptable to the Lapis Parties.

19           On the Effective Date, simultaneously with the matters reflected in this Section  
20 immediately above, AH System, a newly created non-debtor entity, will assume the non-  
21 discharged debt of the Debtors in exchange for AH NP2's transfer of its sole membership interest  
22 in Astria Health to AH System. AH System is a freestanding Washington non-profit corporation.  
There is no overlap of directors between AH System and Astria Health or any of the Astria Health  
23 subsidiaries (including AH NP2). The AH System bylaws shall be on terms acceptable to the Lapis  
Parties.

24           The Lapis Parties have agreed to reinstatement of the Senior Secured Bond Debt Claims  
which will be paid by the Reorganized Debtors over time.

25           Also on the Effective Date, AH System will issue (or reinstate, as applicable) the Exchange  
26 Debt and otherwise execute and deliver the Exchange Debt Documents.

27           From the filing of this Plan in the Chapter 11 Cases through the Effective Date (the  
28 "Performance Period"), each Board Trustee of the Debtors shall direct the Debtors' officers and

1 others to (a) afford to AH System and the Lapis Parties reasonably full and complete access during  
2 normal business hours to and the right to inspect the plants, properties, books, accounts, records  
3 and all other relevant documents and information with respect to the assets, liabilities and business  
4 of the Debtors, (b) furnish AH System and the Lapis Parties with such additional financial and  
5 operating data and other information as to businesses and properties of the Debtors as AH System  
6 or the Lapis Parties may from time to time reasonably request, and (c) cause the Debtors to (i) use  
7 commercially reasonable efforts to maintain and preserve each Debtor's respective business  
8 organizations and its respective relationships with physicians, suppliers, customers and others  
9 having business relationships with the Debtors, provided that this provision does not prevent the  
10 Debtors from assuming or rejecting executory contracts or unexpired leases or otherwise  
11 terminating such relationships in the ordinary course of business pursuant to such applicable  
12 provisions as are set forth in the Plan; and (ii) satisfy the conditions precedent to the occurrence of  
13 the Effective Date. Each Board Trustee shall otherwise direct the Debtors' officers and employees  
14 to reasonably and promptly cooperate with AH System and its authorized representatives and  
15 attorneys in AH System's efforts to satisfy the conditions precedent to the occurrence of the  
16 Effective Date.

#### 11 **E. The GUC Distribution Trust**

##### 12 **1. Establishment of GUC Distribution Trust**

13 On the Effective Date, all GUC Distribution Trust Assets shall be contributed and  
14 transferred to the GUC Distribution Trust for the benefit of the GUC Distribution Trust  
15 Beneficiaries. The GUC Distribution Trust Assets shall pass to the GUC Distribution Trust free  
16 and clear of all Claims and interests in accordance with § 1141. The Confirmation Order shall  
17 constitute a determination that the transfer of the GUC Distribution Trust Assets to the GUC  
18 Distribution Trust is legal, valid, and consistent with the laws of the State of Washington. The  
19 transfer of the GUC Distribution Trust Assets to the GUC Distribution Trust on the Effective Date  
20 shall include the transfer and assignment of any and all GUC Distribution Trust Avoidance Actions.  
21 The GUC Distribution Trustee shall have exclusive standing to waive, commence, prosecute, or  
22 settle any GUC Distribution Trust Avoidance Actions in the GUC Distribution Trustee's discretion.

23 For federal and applicable state income tax purposes, all parties (including, without  
24 limitation, the Debtors, the GUC Distribution Trustee, and the beneficiaries of the GUC  
25 Distribution Trust) shall treat the transfer of the GUC Distribution Trust Assets to the GUC  
26 Distribution Trust in accordance with the terms of this Plan as a sale by the Debtors of such Assets  
27 to the GUC Distribution Trust at a selling price equal to the fair market value of such Assets on  
28 the Effective Date. The GUC Distribution Trust shall be treated as the owner of all the Assets it  
holds.

24 The GUC Distribution Trust will be governed in accordance with the terms of a GUC  
25 Distribution Trust Agreement prepared by the Committee in consultation with the Debtors and the  
26 Lapis Parties, which shall contain provisions customary to trust agreements utilized in comparable  
27 circumstances, including, but not limited to, any and all provisions necessary to ensure the  
28 treatment of the GUC Distribution Trust as a grantor trust. The GUC Distribution Trustee will be  
selected by the Committee after consultation with the Debtors and the Lapis Parties and will have



1 the rights, powers, privileges, immunities, and obligations set forth in the GUC Distribution Trust  
2 Agreement.

3 All parties shall execute any documents or other instruments as necessary to cause title to  
4 the applicable GUC Distribution Trust Assets to be transferred to the GUC Distribution Trust. The  
5 GUC Distribution Trust Assets will be held in trust for the benefit of Holders of Allowed General  
6 Unsecured Claims pursuant to the terms of the Plan and the GUC Distribution Trust Agreement.

## 7 8 **2. Powers and Authority of the GUC Distribution Trustee**

9 The powers of the GUC Distribution Trustee shall be set forth in full in the GUC  
10 Distribution Trust Agreement and shall include, among other things, subject to the limitations set  
11 forth in this Plan and the requirements set forth in a Plan Supplement: (a) the power to use,  
12 distribute, abandon, or otherwise dispose of all GUC Distribution Trust Assets; (b) the power to  
13 effect distributions under this Plan to the Holders of Allowed General Unsecured Claims; (c) the  
14 authority to pay all costs and expenses of administering the GUC Distribution Trust after the  
15 Effective Date (including the GUC Post-Effective Date Expenses), including the power to employ  
16 and compensate professionals and other Entities to assist the GUC Distribution Trustee in carrying  
17 out the duties hereunder (subject to the Reorganized Debtors' approval of professional fees as  
18 described in Section E.6. below), and to obtain and pay premiums for insurance and any other  
19 powers necessary or incidental thereto; (d) the power to implement all aspects of this Plan relating  
20 to the GUC Distribution Trust, including any other powers necessary or incidental thereto; (e) the  
21 authority to settle Claims, applicable Causes of Action, including GUC Avoidance Actions, or  
22 disputes as to amounts owing to or from the by Holders of General Unsecured Claims consistent  
23 with the terms of this Plan; (f) the authority to participate in any post-Effective Date motions to  
24 amend or modify this Plan or the GUC Distribution Trust Agreement, or appeals from the  
25 Confirmation Order; (g) the authority to participate in actions to enforce or interpret this Plan; (h)  
26 the power to bind the GUC Distribution Trust; and (i) the power to establish accounts in the name  
27 of the GUC Distribution Trust for the purpose of effectuating the Plan and administering the GUC  
28 Distribution Trust. Each of the foregoing powers may be exercised by the GUC Distribution  
Trustee without further order of the Court.

21 The GUC Distribution Trustee, in his or her sole discretion, shall have the authority to  
22 allocate and reallocate GUC Distribution Trust Assets (including Cash, and including any reserves  
23 necessary to effectuate the terms of this Plan) as necessary to effectuate the Plan without further  
24 application to, or approval of, the Court, to the extent such allocation or reallocation would not be  
25 inconsistent with the terms of this Plan. In the event that the GUC Distribution Trustee determines  
26 that the effectuation of the Plan or an equitable distribution to Holders of Allowed General  
27 Unsecured Claims requires allocation or reallocation of GUC Distribution Trust Assets in a manner  
28 that would otherwise be inconsistent with any term of this Plan (including for the purposes of  
distribution under the Plan), the GUC Distribution Trustee shall have the authority to make such  
allocation or reallocation with approval of the Court upon application to the Court.



1                   **3.       Employment and Compensation of the GUC Distribution Trustee**

2           The GUC Distribution Trustee shall serve without bond and shall receive compensation for  
3   serving as GUC Distribution Trustee as set forth in the GUC Distribution Trust Agreement. At  
4   any time after the Effective Date and without further application to or Order of the Court, the GUC  
5   Distribution Trustee may employ and compensate Persons or Entities, including professionals  
6   (which may, but need not, include Professionals previously or currently employed in the Chapter  
7   11 Cases) reasonably necessary to assist the GUC Distribution Trustee in the performance of his  
8   or her duties under the GUC Distribution Trust Agreement and this Plan. Such Persons or Entities  
9   shall be compensated and reimbursed by the GUC Distribution Trustee for their reasonable and  
10   necessary fees and out of pocket expenses on a monthly basis in arrears, subject to the Reorganized  
11   Debtors' approval of professional fees as described in Section E.6. below.

12                   **4.       GUC Distribution Trustee as Successor in Interest to the Committee**

13           The GUC Distribution Trustee is the successor in interest to the Committee, and thus, after  
14   the Effective Date, to the extent this Plan requires or authorizes an action by the Committee, the  
15   action shall be taken by the GUC Distribution Trustee on behalf of the Committee.

16           For the avoidance of doubt, any obligation of the Debtors under this Plan with respect to  
17   the Committee or the GUC Distribution Trust that remains unperformed as of the Effective Date,  
18   or that is required to be performed on or after the Effective Date, shall become an obligation of the  
19   Reorganized Debtors as of the Effective Date, and shall be satisfied in full and performed by the  
20   Reorganized Debtors consistent with the provisions of the Plan.

21                   **5.       GUC Distribution Trust's Post-Effective Date Expenses**

22           Subject to Section III.E.6 below, all expenses related to the GUC Distribution Trustee's  
23   implementation of the Plan and administration of the GUC Distribution Trust incurred from and  
24   after the Effective Date through the date on which the GUC Distribution Trust is dissolved will be  
25   expenses of the GUC Distribution Trust, and the GUC Distribution Trustee will disburse funds  
26   from the GUC Distribution Trust Assets as appropriate for purposes of paying the GUC Post-  
27   Effective Date Expenses of the GUC Distribution Trust without the need for any further  
28   application to or Order of the Court. The GUC Post-Effective Date Expenses shall include, but  
29   are not limited to, the fees and expenses of the GUC Distribution Trustee; the fees and expenses  
30   of the professionals employed by the GUC Distribution Trustee (subject to the Reorganized  
31   Debtors' approval of professional fees as described in Section E.6. below); and other costs,  
32   expenses, and obligations of the GUC Distribution Trust until the date the GUC Distribution Trust  
33   is terminated in accordance with Section III.F and the GUC Distribution Trust Agreement. The  
34   GUC Distribution Trustee, in his or her sole discretion, on and after the Effective Date, shall have  
35   authority to establish, increase, and/or decrease any reserves as reasonably necessary and  
36   appropriate to account for and pay the GUC Post-Effective Date Expenses.

37                   **6.       Post-Effective Date Expenses Relating to Claims Reconciliation and  
38                   Vendor Claims**

39           Consistent with Section V.A below, reasonable attorneys' fees and expenses and other  
40   professional fees and expenses incurred by the GUC Distribution Trust (including the GUC

1 Distribution Trustee's fees and expenses) attributable to services rendered in connection with the  
2 General Unsecured Claim reconciliation process will be paid by the Reorganized Debtors. Further,  
3 reasonable attorneys' fees and expenses incurred by the GUC Distribution Trust (including the  
4 GUC Distribution Trustee's fees and expenses), not to exceed one hundred thousand dollars  
5 (subject to increase by agreement of the GUC Distribution Trustee, the Reorganized Debtors, and  
6 the Lapis Parties), attributable to services rendered in connection with the Vendor Claims  
7 (including consultation with the Debtors, Reorganized Debtors, Liquidation Trustee, and/or Lapis  
8 Parties regarding the Vendor Claims) will be paid by the Reorganized Debtors.

9 All fees and expenses payable by the Reorganized Debtors pursuant to this Section III.E.6  
10 shall be subject to the following payment provisions:

11 The applicable professionals (including the GUC Distribution Trustee) will submit  
12 invoices, redacted as necessary to preserve any applicable privileges or protections, for the services  
13 described in this Section III.E.6 on a monthly basis to the Reorganized Debtors for review and  
14 approval. Upon receipt of an invoice, the Reorganized Debtors shall have ten (10) Business Days  
15 to communicate any dispute or objection to the requested fees and expenses to the applicable  
16 professional. In the event that no dispute or objection is communicated to the applicable  
17 professional within the ten (10) Business Day objection period, the Reorganized Debtors shall pay  
18 the requested fees and expense within twenty (20) days after the expiration of the objection period.  
19 To the extent that the Reorganized Debtors communicate any dispute or objection to the applicable  
20 professional within the ten (10) Business Day objection period, (i) the Reorganized Debtors shall  
21 pay any undisputed portion of the requested fees and expenses within twenty (20) days after the  
22 expiration of the objection period and (iii) the Reorganized Debtors and the applicable professional  
23 shall use reasonable efforts to resolve the dispute or objection during the twenty (20) days  
24 following the expiration of the objection period. If the Reorganized Debtors and the applicable  
25 professional are not able to resolve the dispute or objection during the twenty (20) days following  
26 the expiration of the objection period, the Reorganized Debtors and the applicable professional  
27 may seek resolution of the dispute or objection by the Court through the filing of a formal objection  
28 or motion to compel payment consistent with the terms of the Plan, as applicable.

## 7. GUC Distribution Reserve

19 Prior to making a distribution to any Holders of Allowed General Unsecured Claims under  
20 the Plan, the GUC Distribution Trustee may place in reserve and/or in a separate account any funds  
21 that may be needed to pay General Unsecured Claims that are Disputed and General Unsecured  
22 Claims that have otherwise not been Allowed in the event that all or a portion of such Claims  
23 become Allowed. When a General Unsecured Claim is Allowed or Disallowed (and thus becomes  
24 an Allowed Claim or a Disallowed Claim, in whole or in part), the funds set aside on account of  
25 such Claim may be released from the reserve and shall be available for distribution in accordance  
26 with the terms of this Plan to either (i) the Holder of the General Unsecured Claim that has become  
27 an Allowed Claim, or (ii) if Disallowed, the Holders of Allowed General Unsecured Claims. The  
28 GUC Distribution Trustee, in his or her sole discretion, on and after the Effective Date, shall have  
authority to increase or decrease such as reasonably necessary and appropriate, and upon  
satisfaction of all Allowed General Unsecured Claims required to be paid from the reserve, to  
transfer amounts held therein for distribution pursuant to the Plan.



1 In the event any Liquidation Trust Assets are liquidated, the proceeds of such liquidation  
2 shall be used to fund AH System's operating cash account up to an amount equal to the lesser of  
3 \$10 million or 30 days cash on hand and then to pay the Exchange Debt in accordance with the  
Exchange Debt Documents.

#### 4 **H. Prosecution of D&O Causes of Action**

5 The D&O Causes of Action shall be preserved for the benefit of the Debtors' Estates and  
6 their creditors. The mechanism for (a) the vesting, revesting, and/or transfer of the D&O Causes  
7 of Action and any related insurance policies (including the D&O Insurance Policies), (b) the  
8 prosecution and/or settlement or other resolution of the D&O Causes of Action (including the  
9 funding of the fees and costs attendant to such prosecution and/or settlement or other resolution),  
and (c) the sharing of any proceeds of the D&O Causes of Action shall be subject to further  
agreement between the Lapis Parties and the Committee (the "D&O Cause of Action Agreement"),  
which shall be filed as part of the Plan Supplement.

#### 10 **I. Post-Confirmation Management**

11 Reorganized Debtors, controlled by AH System as the sole member, will provide the  
12 management for the Hospitals after the Effective Date. The Debtors' Executive Services  
13 Agreement with AHM, Inc. ("AHM") will be rejected as of the earlier of the date ordered by the  
14 Court on a motion to reject the agreement, the Effective Date, or such other date as may be  
15 specified in the Confirmation Order. It is currently expected that all AHM employees currently  
serving as officers or employees of the Debtors will be offered employment by AH System,  
effective on the Effective Date.

16 To the extent necessary to implement the Plan, AH System, will govern pursuant to  
17 amended and restated bylaws and other corporate documents. The new directors for the  
18 Reorganized Debtors will be set forth in the Plan Supplement and whose composition is subject to  
(a) applicable law and (b) the consent of the Lapis Parties. The new directors will also obtain  
management on terms acceptable to AH System.

#### 19 **J. Termination of the Committee and Appointment of POC**

20 On the Effective Date, the Committee shall be deemed dissolved, the retention and  
21 employment of the Committee's Professionals shall be deemed terminated, and the members of  
22 the Committee shall be deemed released and discharged of and from all further authority, duties,  
23 responsibilities, and obligations related to and arising from and in connection with the Chapter 11  
24 Cases, other than for purposes of filing and/or objecting to final fee applications filed in the  
25 Chapter 11 Cases. The Professionals retained by the Committee shall not be entitled to  
26 compensation or reimbursement of expenses for any services rendered or expenses incurred after  
27 the Effective Date in their capacities as Professionals of the Committee, except for services  
28 rendered and expenses incurred in connection with (i) any applications by such Professionals for  
allowance of compensation and reimbursement of expenses pending on the Effective Date or  
timely Filed after the Effective Date as provided in the Plan, as approved by the Court, and (ii) any  
services necessary to effectuate the provisions of the Plan.

1 On the Effective Date, a POC consisting of not less than three (3) Persons or Entities that  
2 are beneficiaries of the GUC Distribution Trust. The identities of the Persons and/or Entities that  
3 will serve on the POC as of the Effective Date will be filed as part of the Plan Supplement. The  
4 POC's sole function and responsibility shall be to advise the GUC Distribution Trustee in the  
5 performance of the GUC Distribution Trustee's duties and obligations under the Plan with respect  
6 to the administration of the GUC Distribution Trust for the benefit of Holders of Allowed General  
Unsecured Claims. The members of the POC shall serve without compensation but may be  
reimbursed for reasonable expenses incurred in the performance of their duties as members of the  
POC.

#### 7 **K. Creation of Administrative and Priority Claims Reserve**

8 On the Effective Date or as soon as reasonably practicable thereafter, the Debtors shall  
9 fund, and the Reorganized Debtors shall establish and thereafter maintain, the Administrative and  
10 Priority Claims Reserve with the Administrative and Priority Claims Reserve Amount, subject to  
11 the Administrative, Professional and Priority Claims Cap, in an authorized depository in the state  
12 of Washington, which funds shall vest in the Reorganized Debtors free and clear of all Liens,  
13 Claims, encumbrances, charges, and other interests, except as otherwise specifically provided in  
14 the Plan or in the Confirmation Order. Funds in the Administrative and Priority Claims Reserve  
15 shall be used by the Reorganized Debtors only for the payment of U.S. Trustee Fees and  
16 Administrative Claims, Priority Claims, and Professional Fee Claims Allowed after the Effective  
17 Date to the extent that such Allowed Claims have not been paid in full on or prior to the Effective  
18 Date. To the extent not otherwise provided herein or ordered by the Court, the Reorganized  
19 Debtors shall estimate appropriate reserves of Cash to be set aside in order to pay or reserve for  
Disputed Administrative Claims, Priority Claims, and Professional Fee Claims. Any amounts set  
aside to pay or reserve for Disputed Administrative Claims, Priority Claims, and Professional Fee  
Claims shall include the amounts needed to fund the ongoing costs and expenses of such reserve,  
including, without limitation, taxes in respect of Disputed Administrative Claims, Priority Claims,  
and Professional Fee Claims, if any. Any amounts remaining in the Administrative and Priority  
Claims Reserve after payment of all Allowed Administrative Claims, Priority Claims, and  
Professional Fee Claims and the U.S. Trustee Fees shall be transferred to the Reorganized Debtors  
and thereafter be subject to the terms of the Exchange Debt Documents.

#### 20 **L. Objections to Claims**

21 After the Effective Date, the Reorganized Debtors (and with respect to General Unsecured  
22 Claims, the GUC Distribution Trustee) will have the authority and obligation to review,  
23 compromise, and object to any Claims other than Allowed Claims consistent with Section V hereof.  
24 The Reorganized Debtors (and with respect to General Unsecured Claims, the GUC Distribution  
25 Trustee) will: (i) have the authority, without Court approval or approval by the GUC Distribution  
26 Trustee or any other person or entity, to compromise, release or settle any Claim where the Claim  
27 has an asserted face value of \$25,000 or less and (ii) be required to seek an order of the Court  
28 approving the compromise, release or settlement of any Claim that has an asserted value of greater  
than \$500,000, with notice and opportunity for hearing required with respect to such compromise,  
release or settlement. If the Reorganized Debtors (and with respect to General Unsecured Claims,  
the GUC Distribution Trustee) seek to compromise, release or settle any Claim where the Claim  
has an asserted face value of between \$25,000 and \$500,000, the Reorganized Debtors (and with



1 respect to General Unsecured Claims, the GUC Distribution Trustee) will provide at least five (5)  
2 Business Days' advance notice of the same to the Lapis Parties, the GUC Distribution Trustee, and  
3 the Reorganized Debtors, as applicable, and the opportunity to object within such notice period.  
4 If the Lapis Parties, the GUC Distribution Trustee, or the Reorganized Debtors, as applicable,  
5 object and the objection is not resolved consensually, the Reorganized Debtors (and with respect  
6 to General Unsecured Claims, the GUC Distribution Trustee) may seek approval of the  
7 compromise, release or settlement by the Court on an expedited basis.

#### 8 **M. Claims Paid or Payable by Third Parties**

9 Subject to the terms of Section III.N below regarding Class 4A Insured Claims, Claims  
10 paid and/or payable by third parties, irrespective of classification, shall be treated as follows:

##### 11 **1. Claims Paid by Third Parties**

12 A Claim shall be reduced in full, and such Claim shall be Disallowed without a Claim  
13 objection having to be filed and without any further notice to or action, order, or approval of the  
14 Court, to the extent that the Holder of such Claim receives payment in full on account of such  
15 Claim from a party that is not a Debtor or a Distributing Party. To the extent a Holder of a Claim  
16 receives a distribution under the Plan on account of such Claim and receives payment from a party  
17 that is not a Debtor or a Distributing Party on account of such Claim, such Holder shall, within  
18 two weeks of receipt thereof, repay or return the distribution to the applicable Debtor or  
19 Distributing Party to the extent the holder's total recovery on account of such Claim from the third  
20 party and under the Plan exceeds the Allowed amount of such Claim.

##### 21 **2. Claims Payable by Third Parties**

22 No distribution under the Plan shall be made on account of an Allowed Claim that is  
23 payable by a party that is not a Debtor or a Distributing Party, including pursuant to any insurance  
24 policy under which any Debtor is a covered party or beneficiary (including the Insurance Policies),  
25 until the Holder of such Allowed Claim has exhausted all remedies with respect to such third party  
26 or insurance policy. To the extent that one or more of the Debtors' insurers or another third party  
27 agrees to satisfy in full or in part an Allowed Claim, then immediately upon such agreement, the  
28 applicable portion of such Claim may be Disallowed and expunged without a Claim objection  
having to be filed and without any further notice to or action, order, or approval of the Court.

#### 29 **N. Special Issues Regarding Insured Claims**

30 Under the terms of Debtors' various insurance policies, Debtors may owe deductible  
31 amounts on account of Insured Claims for personal injury and medical malpractice. After the  
32 Effective Date of the Plan (unless an order modifying the automatic stay has been entered at an  
33 earlier date), Holders of Insured Claims shall be enjoined by the injunction established by the  
34 Confirmation Order from commencing or continuing any enforcement action to collect such Claim  
35 against the Estate.

36 Consistent with the foregoing, distributions under the Plan to each Holder of an Allowed  
37 Insured Claim shall be recoverable only from the available insurance and Debtors shall be  
38 discharged to the extent of any such excess. Further, the Plan shall not expand the scope of, or alter



1 in any other way, the rights and obligations of Debtors' insurers under their policies, and Debtors'  
2 insurers shall retain any and all defenses to coverage that such insurers may have, including the  
3 right to contest and/or litigate with any party, including Debtors, the existence, primacy and/or  
4 scope of available coverage under any alleged applicable policy. The Plan shall not operate as a  
waiver of any other Claims that Debtors' insurers have asserted or may assert in any proof of Claim  
or Debtors' rights and defenses to such proofs of Claim.

#### 5 **O. Distributions of Property Under the Plan**

6 The following procedures set forth in the Plan apply to distributions made pursuant to the  
7 Plan whether by (i) Debtors as to the Effective Date Distributions, or (ii) the Reorganized Debtors  
8 or GUC Distribution Trustee as to all post-Effective Date Distributions (each of Reorganized  
9 Debtors, the GUC Distribution Trustee, or the Debtors, a "Distributing Party"). In connection with  
10 the Plan, to the extent applicable, the applicable Distributing Party shall comply with all tax  
withholding and reporting requirements imposed on it by any Governmental Unit, and all  
distributions pursuant to the Plan shall be subject to such withholding and reporting requirements.

11 **Notwithstanding any other provision of this Plan (i) each Holder of an Allowed**  
12 **Unsecured Claim that is to receive a distribution pursuant to this Plan shall have sole and**  
13 **exclusive responsibility for the satisfaction and payment of any tax obligations imposed by**  
14 **any Governmental Unit, including income, withholding, and other tax obligations, on**  
15 **account of such distribution, and (b) no distribution shall be made to or on behalf of such**  
16 **Holder pursuant to the Plan unless and until such Holder has made arrangements**  
17 **satisfactory to the Distributing Party for the payment and satisfaction of such income,**  
18 **withholding, and other tax obligations or such tax obligation that would be imposed upon**  
19 **any disbursing agent in connection with such distribution. Any property distributed**  
20 **pursuant to the Plan shall, pending the implementation of such arrangements, be treated as**  
21 **an undeliverable distribution under the Plan.**

#### 18 **P. Manner of Cash Payments Under the Plan**

19 Cash payments to domestic Entities holding Allowed Claims will be tendered in U.S.  
20 Dollars and will be made by checks drawn on a domestic bank or by wire transfer from a domestic  
21 bank. Payments made to any foreign creditors holding Allowed Claims may be paid, at the option  
of the Distributing Party in such funds and by such means as are necessary or customary in a  
particular foreign jurisdiction.

#### 22 **Q. No Distributions With Respect to Disputed Claims**

23 No payments of Cash or distributions of other property or other consideration of any kind  
24 shall be made on account of any Disputed Claim unless and until such Claim becomes an Allowed  
25 Claim or is deemed to be such for purposes of distribution, and then only to the extent that the  
26 Claim becomes, or is deemed to be for distribution purposes, an Allowed Claim. Unless otherwise  
27 provided herein, any Holder of a Claim that becomes an Allowed Claim after the Effective Date  
will receive any unpaid distribution that otherwise would have been payable under the Plan on the  
Next Payment Date after the date that such Claim becomes an Allowed Claim or as soon thereafter  
as practicable.

1                   **R.      Record Date for Distribution**

2           On the Distribution Record Date, the Distributing Party shall be authorized and entitled to  
3 recognize only those record Holders listed on the Claims Register as of the close of business on  
4 the Distribution Record Date. The foregoing terms shall not apply to distributions to the Lapis  
5 Parties, their successors and assigns with respect to DIP Claims as well as under Class 2A and  
6 Class 2B of this Plan.

7                   **S.      Delivery of Distributions**

8           The Distributing Party shall make distributions to each Holder of an Allowed Claim by  
9 mail as applicable as follows: (a) at the address set forth on the proof of Claim filed by such Holder  
10 of an Allowed Claim; (b) at the address set forth in any written notice of address change Filed with  
11 the Court, delivered to the Distributing Party, and reflected on the Claims Register after the date  
12 of any related proof of Claim; (c) at the address reflected in the Schedules if no proof of Claim is  
13 filed and no written notice of address change has been Filed with the Court, delivered to the  
14 Distributing Party, and reflected on the Claims Register; and (d) with respect to the Lapis Parties,  
15 as directed by the Lapis Parties.

16                   **T.      Undeliverable and Unclaimed Distributions**

17           Subject to the terms of any settlement agreement, if the distribution to the Holder of any  
18 Allowed Claim is returned as undeliverable, no further distribution shall be made to such Holder  
19 unless and until the Distributing Party is notified in writing of such Holder's then current address.  
20 Subject to the other provisions of the Plan, undeliverable distributions shall remain in the  
21 possession of the Distributing Party pursuant to this Section until such time as a distribution  
22 becomes deliverable. Undeliverable Cash distributions shall not be entitled to any interest,  
23 dividends, or other accruals of any kind. Any check that is not cashed or otherwise deposited  
24 within three months after the check's date shall be deemed an undeliverable distribution under this  
25 Plan.

26           Any Holder of an Allowed Claim who does not assert a Claim in writing for an  
27 undeliverable distribution within one year after the date such distribution was due shall no longer  
28 have any Claim to or interest in such undeliverable distribution, and shall be forever barred from  
receiving any distributions under this Plan, or from asserting a Claim against the Debtors or their  
property, or the GUC Distribution Trust and its assets, and the Claim giving rise to the  
undeliverable distribution will be discharged.

Nothing contained in the Plan shall require the Distributing Party to attempt to locate any  
Holder of an Allowed Claim.

**U.      Estimation of Disputed Claims for Distribution Purposes**

On and after the Effective Date, the Reorganized Debtors (and with respect to General  
Unsecured Claims, the GUC Distribution Trustee), may move for a Court order estimating any  
Disputed Claim. The estimated amount of any Disputed Claim so determined by the Court shall  
constitute the maximum recovery that the Holder thereof may recover after the ultimate liquidation  
of its Disputed Claim, irrespective of the actual amount ultimately Allowed

1                   **V. Minimum Distributions**

2           If the amount of Cash to be distributed to the Holder of an Allowed Claim is less than fifty  
3 dollars (\$50) on a particular distribution date, the Distributing Party may hold the Cash  
4 distributions to be made to such Holders until the aggregate amount of Cash to be distributed to  
5 each applicable Holder is in an amount equal to or greater than fifty dollars (\$50). Notwithstanding  
6 the preceding sentence, if the aggregate amount of Cash distributions owed to any Holder of an  
7 Allowed Claim under the Plan never equals or exceeds fifty dollars (\$50), then the Distributing  
8 Party shall not be required to distribute Cash to any such Holder.

9                   **W. Rounding**

10           Whenever any payment of a fraction of a cent would otherwise be called for under the Plan,  
11 the actual payment shall reflect a rounding of such fraction to the nearest whole cent, with one-  
12 half cent being rounded up to the nearest whole cent.

13                   **X. Full Satisfaction**

14           The Distributing Party shall make, and each Holder of a Claim shall receive, the  
15 distributions provided for in the Plan for full satisfaction and discharge of such Claim.

16                   **Y. Distributions Free and Clear**

17           Except as otherwise provided in this Plan, any distributions under the Plan shall be free  
18 and clear of any Liens, Claims, and encumbrances, and no Entity other than the Entity receiving  
19 the distribution, including any Debtor, shall have any interest (legal, beneficial, or otherwise) in  
20 any property distributed.

21                   **Z. Conditions Precedent to Plan Confirmation**

22           The conditions precedent to confirmation of the Plan shall include: (a) a final order, finding  
23 that the Disclosure Statement contains adequate information pursuant to § 1125, shall have been  
24 entered by the Court; (b) the proposed Confirmation Order will be in form and substance  
25 satisfactory to the Lapis Parties and the Committee; (c) the Plan, including any amendments,  
26 modifications or supplements thereto, and all documentation contemplated by the Plan and the  
27 terms set forth in any Plan Supplement and the Definitive Documentation, shall be in form and  
28 substance satisfactory to the Lapis Parties (and, with respect to any portion of the Plan Supplement  
relating to the Committee Plan Settlement, including, *inter alia*, the GUC Distribution Trust, the  
Committee); (e) and any order authorizing the DIP Agreement shall be in full force and effect,  
shall not have been terminated and there shall be no ongoing event of default; and (f) the Exchange  
Debt Documents shall be in a form acceptable to the Plan Proponents.

**AA. Conditions to Effectiveness**

          The Plan shall not become binding unless and until the Effective Date occurs. The Effective  
Date is the first Business Day (a) that is at least fourteen days after the Confirmation Date; (b) on  
which no stay of the Confirmation Order is in effect; and (c) on which all of the following  
conditions have been satisfied as set forth below or waived:

1                                   **1.     Conditions**

2                                   (a)     The Confirmation Order shall have become a Final Order;

3                                   (b)     Execution of the Definitive Documents, including the Exchange  
4 Debt Documents;

5                                   (c)     The actual and anticipated Allowed Administrative, Professional  
6 and Priority Claims do not exceed the Allowed Administrative, Professional and Priority Claims  
7 Cap;

8                                   (d)     There has been compliance with the terms specified in Section III.D  
9 of this Plan;

10                                  (e)     The bylaws of AH System, AH NP2, the Debtors and their affiliates  
11 shall be acceptable to the Lapis Parties; and

12                                  (f)     All such other actions, documents, and agreements the Debtors,  
13 Lapis Parties, and the Committee determine are necessary to implement the Plan shall have been  
14 effected or executed.

15                                  The Debtors shall file and serve a “Notice of Occurrence of Effective Date” to all Holders  
16 of record of Claims and Interests as of the date of entry of the Confirmation Order.

17                                   **2.     Waiver of Conditions**

18                                  Except as otherwise specified herein, the requirement that the conditions to the occurrence  
19 of the Effective Date be satisfied may be waived in whole or in part, and the time within which  
20 any such conditions must be satisfied may be extended, by the Debtors with the prior written  
21 consent of the Lapis Parties and the Committee. The failure to timely satisfy or waive any of such  
22 conditions may be asserted regardless of the circumstances giving rise to the failure of such  
23 condition to be satisfied, including any action or inaction by the Debtors. The failure of the Debtors  
24 to exercise any of the foregoing rights shall not be deemed a waiver of any other rights and each  
25 such right shall be deemed ongoing and subject to assertion at any time.

26                                  **BB.    Authorization of Entity Action**

27                                  Each of the matters provided for under this Plan involving the Entity structure of Debtors  
28 or Entity action to be taken by or required of Debtors shall, as of the Effective Date, be deemed to  
have occurred and be effective as provided herein, and shall be authorized, approved and, to the  
extent taken prior to the Effective Date, ratified in all respects without any requirement of further  
action by creditors or Board Trustees of the Debtors.

**CC.    Reservation of Fair and Equitable (Cram Down) Power**

Debtors reserve the right to confirm this Plan as to any impaired Class that does not accept  
the Plan by the requisite number of votes pursuant to the fair and equitable power of § 1129(b).

1 **SECTION IV. TREATMENT OF MISCELLANEOUS ITEMS**

2 **A. Assumption of Executory Contracts**

3 **1. Assumptions**

4 On or before the Voting Deadline, AH System will File the “Schedule of Assumed  
5 Agreements” and serve it on the parties to agreements listed on the schedule. AH System reserves  
6 the right to amend the Schedule of Assumed Agreements at any time prior to the Voting Deadline  
7 to: (a) delete any Executory Contract from the Schedule of Assumed Agreements and provide for  
8 its rejection under the Plan or (b) add any Executory Contract and provide for its assumption under  
9 the Plan or otherwise, subject to the right of the counterparty to object to such transfer within ten  
10 (10) Business Days after notice with a right to a hearing thereon, and subject to the requirement  
11 that Debtor must reserve amounts for Disputed Cure Payments in the full amounts claimed by  
12 objecting contract counterparties. On the Effective Date, Debtors will assume all Executory  
13 Contracts set forth on the Schedule of Assumed Agreements. The Confirmation Order will  
14 constitute a Court order approving the assumption, as of the Effective Date, of the Executory  
15 Contracts not rejected under the Plan, subject to the requirement that Debtors must reserve amounts  
16 for Disputed Cure Payments in the full amounts claimed by objecting contract counterparties to  
17 contracts to be assumed.

18 **2. Cure Payments**

19 Any monetary amounts by which each Executory Contract to be assumed is in default shall  
20 be satisfied, pursuant to § 365(b)(1), by payment from the Administrative and Priority Claims  
21 Reserve, of the default amount (as set forth in the Debtors’ books and records), a schedule of which  
22 will be Filed and served by the Voting Deadline, in full in Cash on the later of the Effective Date  
23 or when such Cure Claim is Allowed, or on such other terms as the parties to each such Executory  
24 Contract may otherwise agree. In these Chapter 11 Cases, prior to Confirmation of the Plan, some  
25 known Cure Payments will have already been paid or resolved by stipulation or agreement. In the  
26 event of a dispute regarding (a) the amount of any Cure Payments, (b) the ability of Reorganized  
27 Debtors to provide “adequate assurance of future performance” (within the meaning of § 365)  
28 under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, the  
cure payments required by § 365(b)(1) shall be made following the entry of a Final Order resolving  
the dispute and approving the assumption. Pending the Court’s ruling on such motion, the  
Executory Contract at issue shall be deemed assumed by Reorganized Debtors as of the Effective  
Date, unless otherwise ordered by the Court on a motion to reject the agreement, and the Debtors  
will reserve amounts for Disputed Cure Payments in the full amounts claimed by objecting contract  
counterparties. In no event shall the GUC Distribution Trust be liable or otherwise responsible for  
any Cure Payment. Further, the GUC Distribution Trustee shall have no authority to direct or  
otherwise oppose any assumption or rejection of an Executory Contract.

29 **3. Objections to Assumption**

30 Any Entity who is a party to an Executory Contract that will be assumed under the Plan  
31 must File with the Court and serve upon interested parties a written statement and supporting  
32 declaration stating the basis for any objection to assumption by no later than seven (7) days after  
33

1 the filing of the Schedule of Assumed Agreements (“Assumption Objections”). Any Entity that  
2 fails to timely File and serve such a statement and declaration will be deemed to waive any and all  
3 objections to the proposed assumption of its contract or lease. Debtors must file and serve its reply  
4 with respect to any Assumption Objections by no later than five (5) days after the filing of an  
Assumption Objection. A hearing on the Assumption Objections will take place at the  
Confirmation Hearing, or as soon thereafter as the Court is available.

5 In the absence of a timely objection by an Entity who is a party to an Executory Contract,  
6 the Confirmation Order shall constitute a conclusive determination as to the amount of any cure  
7 and compensation due under the Executory Contract, and that Reorganized Debtors have  
demonstrated adequate assurance of future performance with respect to such Executory Contract.

#### 8 **4. Resolution of Claims Relating to Assumed Agreements**

9 In accordance with the procedures set forth in Section IV.A relating to the Cure Payments  
10 and objections to assumption, payment of the Cure Payments with respect to Executory Contracts  
11 that will be assumed under the Plan shall be deemed to satisfy, in full, any prepetition or post-  
12 petition arrearage or other Claim asserted in a Filed proof of Claim or listed in the Schedules,  
irrespective of whether the Cure Payment is less than the amount set forth in such proof of Claim  
or the Schedules. Upon the tendering of the Cure Payment, such Claim shall be Disallowed,  
without further order of the Court or action by any party.

#### 13 **B. Rejection of Executory Contracts**

##### 14 **1. Rejected Agreements**

15 Immediately prior to the Effective Date, all Executory Contracts of the Debtors will be  
16 deemed rejected in accordance with the provisions and requirements of §§ 365 and 1123 except  
17 those Executory Contracts that (i) have been assumed by order of the Court, (ii) are subject to a  
18 motion to assume pending on the Effective Date, or (iii) have been identified on a list of assumed  
19 contracts to be filed with the Court prior to the Voting Deadline, which shall be a date prior to the  
Effective Date of the Plan. The Confirmation Order will constitute a Court order approving such  
rejections of Executory Contracts as of the Effective Date pursuant to §§ 365 and 1123.

##### 20 **2. Bar Date for Rejection Damage Claims**

21 Any Claim for damages arising from the rejection under the Plan of an Executory Contract  
22 must be Filed and served upon counsel to the Debtors within 30 days after the entry of an order  
(including the Confirmation Order) approving such rejection. Any such Claims that are not timely  
23 Filed and served will be forever barred and unenforceable against Debtors, the Estate, Reorganized  
24 Debtors, the GUC Distribution Trust, and their respective property, and Entities holding these  
25 Claims will be barred from receiving any distribution under the Plan on account of such untimely  
claims.

##### 26 **3. Post-Petition Contracts and Leases**



1 Except as set forth in the Schedule of Assumed Agreements or as otherwise expressly  
2 provided in the Plan or the Confirmation Order, all contracts, leases, and other agreements that  
3 Debtors entered into after Petition Date will be rejected by Reorganized Debtors.

### 4 **C. Indemnification Obligations**

5 Subject to the occurrence of the Effective Date, the obligations of the Debtors as of the  
6 Effective Date to indemnify, defend, reimburse, or limit the liability of employees, attorneys, other  
7 professionals and agents of the Debtors, and such current and former employees', attorneys', other  
8 professionals' and agents' of the Debtors, and such current respective Affiliates, respectively,  
9 against any Claims or Causes of Action under the Indemnification Provisions or applicable law,  
10 shall survive Confirmation, shall be assumed by the Debtors and assigned to the Reorganized  
11 Debtors and will remain in effect after the Effective Date if such indemnification, defense,  
12 reimbursement, or limitation is owed in connection with an event occurring before the Effective  
13 Date; provided, however, that, notwithstanding anything herein to the contrary, the obligation of  
14 the Reorganized Debtors to fund such Indemnification Provisions shall be limited to the extent of  
15 coverage available under any Reorganized Debtor Insurance Policies.

### 16 **D. Lapis Parties Fees and Expenses**

17 As an integral component of the Senior Debt 9019 Settlement, to the extent not previously  
18 paid prior to the Effective Date or in connection with this Plan, the fees and expenses of each of  
19 the Lapis Parties shall be deemed Allowed Administrative Claims and shall be paid in Cash on the  
20 Effective Date.

### 21 **E. Changes in Rates Subject to Regulatory Commission Approval**

22 Debtors are not subject to governmental regulatory commission approval of their rates.

## 23 **SECTION V. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, 24 AND DISPUTED CLAIMS AND INTERESTS**

### 25 **A. Joint Pursuit of Reconciliation, Objections to, and/or Settlement of Asserted 26 General Unsecured Claims**

27 The GUC Distribution Trustee and the Debtors will jointly pursue the reconciliation,  
28 objections to, and/or settlement of asserted General Unsecured Claims consistent with the terms  
of this Section V. To the extent a dispute arises between the GUC Distribution Trustee and the  
Debtors as to the proposed treatment of an asserted General Unsecured Claim, either party shall  
have standing and the right to submit the matter to the Court for a determination, subject to the  
other party's right to oppose the requested relief.

Reasonable attorneys' fees and expenses and other professional fees and expenses  
(including the GUC Distribution Trustee's fees and expenses) incurred by the GUC Distribution  
Trust attributable to services rendered in connection with the General Unsecured Claim  
reconciliation process will be paid by the Reorganized Debtors.

1 The Debtors and Reorganized Debtors, as applicable, will cooperate with and provide  
2 reasonable assistance the GUC Distribution Trustee, as applicable, including reasonable access to  
information and personnel, in connection with the General Unsecured Claim reconciliation process.

3 **B. Resolution of Disputed Claims**

4 **1. Allowance of Claims and Interests**

5 On and after the Effective Date, the Reorganized Debtors (and with respect to General  
6 Unsecured Claims, the GUC Distribution Trustee), shall have and shall retain any and all rights  
7 and defenses that the Debtors had with respect to any Claim or Interest, except with respect to any  
8 Claim or Interest deemed Allowed as of the Effective Date. Except as expressly provided in the  
9 Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the  
Confirmation Order), no Claim or Interest shall become an Allowed Claim or Interest unless and  
10 until such Claim or Interest is deemed Allowed under the Plan or the Bankruptcy Code or the Court  
has entered a Final Order, including the Confirmation Order, in the Chapter 11 Cases allowing  
such Claim.

11 **2. Prosecution of Objections to Claims**

12 On or after the Effective Date, the Reorganized Debtors (and with respect to General  
13 Unsecured Claims, the GUC Distribution Trustee), shall have the authority to File objections to  
14 Claims, and the exclusive authority, subject to Section V.A of this Plan, to settle, compromise,  
15 withdraw, or litigate to judgment objections on behalf of the Debtors' Estates to any and all Claims,  
16 except with respect to any Claim or Interest deemed Allowed as of the Effective Date. From and  
17 after the Effective Date, the Reorganized Debtors (and with respect to General Unsecured Claims,  
the GUC Distribution Trustee) shall have the sole authority, subject to Section V.A of this Plan, to  
administer and adjust the Claims Register with respect to Claims to reflect any such settlements or  
18 compromises and no further notice to or action, order, or approval of the Court with respect to  
such settlements or compromises shall be required.

19 **3. Claims Estimation**

20 On and after the Effective Date, the Reorganized Debtors (and with respect to General  
Unsecured Claims, the GUC Distribution Trustee) may, at any time, request that the Court estimate  
21 (a) any Disputed Claim pursuant to applicable law and (b) any contingent or unliquidated Claim  
22 pursuant to applicable law, in each case regardless of whether the Debtors, the Reorganized  
Debtors, or any other party have previously objected to such Claim or whether the Court has ruled  
23 against the objecting party on any such objection, and the Court shall retain jurisdiction under 28  
U.S.C. §§ 157 and 1334 to the maximum extent permitted by law as determined by the Court to  
24 estimate any such Disputed Claim, contingent Claim, or unliquidated Claim, including during the  
litigation concerning any objection to any Claim or during the pendency of any appeal relating to  
25 any such objection.

26 Notwithstanding any provision otherwise in the Plan to the contrary, a Claim that has been  
expunged from the Claims Register but that is subject to appeal or has not been the subject of a  
27 Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Court.  
In the event that the Court estimates any Disputed Claim, contingent Claim, or unliquidated Claim,  
28

1 that estimated amount shall constitute either the Allowed amount of such Claim or a maximum  
2 limitation on such Claim for all purposes under the Plan, including for purposes of distributions,  
3 and the Reorganized Debtors (or the GUC Distribution Trustee, as applicable) may elect to pursue  
4 additional objections to the ultimate distribution on such Claim. If the estimated amount constitutes  
5 a maximum limitation on such Claim, the Reorganized Debtors (or the GUC Distribution Trustee,  
6 as applicable) may elect to pursue any supplemental proceedings to object to any ultimate  
7 distribution on account of such Claim. Notwithstanding § 502(j), in no event shall any Holder of  
8 a Claim that has been estimated pursuant to § 502(c) or otherwise be entitled to seek  
9 reconsideration of such estimation unless such Holder has Filed a motion requesting the right to  
10 seek such reconsideration on or before 21 days after the date on which such Claim is estimated.  
11 All of the aforementioned Claims and objection, estimation, and resolution procedures are  
12 cumulative and not exclusive of one another. Claims may be estimated and subsequently  
13 compromised, settled, withdrawn, or resolved by any mechanism approved by the Court.

#### 9 **4. Expungement or Adjustment to Claims Without Objection**

10 Any Claim that has been paid, satisfied, or superseded may be expunged on the Claims  
11 Register by the Reorganized Debtors (and with respect to General Unsecured Claims, the GUC  
12 Distribution Trustee) or the Claims and Noticing Agent at the Reorganized Debtors' (and with  
13 respect to General Unsecured Claims, the GUC Distribution Trustee's) direction, and any Claim  
14 that has been amended may be adjusted thereon by the Reorganized Debtors (and with respect to  
15 General Unsecured Claims, by the GUC Distribution Trustee) without a Claims objection having  
16 to be Filed and without any further notice to or action, order, or approval of the Court.

#### 15 **5. Deadline to File Objections to Claims or Interests**

16 Any objections to Claims or Interests shall be Filed no later than the Claims Objection Bar  
17 Date.

#### 17 **C. Disallowance of Claims**

18 Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated,  
19 or disputed, and for which no Proof of Claim is or has been timely Filed, is Disallowed and shall  
20 be expunged without further action by the Debtors and without further notice to any party or action,  
21 approval, or Order of the Court.

22 To the maximum extent provided by § 502(d), except as otherwise provided in this Plan,  
23 all Claims of any Entity from which property is recoverable by the GUC Distribution Trustee under  
24 §§ 542, 543, 550, or 553 or that the GUC Distribution Trustee alleges is a transferee of a transfer  
25 that is avoidable under §§ 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) shall be Disallowed  
26 if (a) the Entity, on the one hand, and the GUC Distribution Trustee, on the other hand, agree or it  
27 has been determined by Final Order that such Entity or transferee is liable to turnover any property  
28 or monies under any of the aforementioned sections of the Bankruptcy Code, and (b) such Entity  
or transferee has failed to turnover such property by the date set forth in such agreement or Final  
Order.

1                                   **D.      Disallowance of Untimely Claims**

2           Except as expressly provided in this Plan or otherwise agreed by the Reorganized Debtors  
3 (and with respect to General Unsecured Claims, the GUC Distribution Trustee) on and after the  
4 Petition Date, any and all Holders of proofs of Claim filed after the applicable bar date (including  
5 the Administrative Claims Bar Date, the Claims Bar Date, the Governmental Bar Date, and the  
6 Supplemental Bar Date) shall not be treated as creditors or claimants for purposes of voting or  
7 distribution under this Plan unless, on or before the Voting Deadline or the Confirmation Date, as  
8 applicable, such untimely proofs of Claim are deemed timely filed by a Final Order of the Court.

9           Claims for which proofs of Claim or requests for Allowance were required to be filed by a  
10 bar date occurring before the Effective Date, and with respect to which no proof of Claim or request  
11 for Allowance was filed before the applicable bar date, shall be forever Disallowed, barred, and  
12 discharged in their entirety as of the Effective Date, and shall not be enforceable against the  
13 Debtors, their Estates, the Reorganized Debtors, or the GUC Distribution Trust, unless such proofs  
14 of Claim or requests for Allowance are deemed timely filed by a Final Order of the Court before  
15 the Effective Date.

16           Claims for which proofs of Claim or requests for Allowance are required to be filed after  
17 the Effective Date pursuant to this Plan, and with respect to which no proof of Claim or request  
18 for Allowance is filed by the applicable deadline, shall be forever Disallowed, barred, and  
19 discharged in their entirety as of the applicable deadline, and shall not be enforceable against the  
20 Debtors, their Estates, the Reorganized Debtors, or the GUC Distribution Trust.

21                                   **E.      Amendments to Claims**

22           After the Confirmation Date, a Claim or Interest may not be filed or amended without the  
23 authorization of the Court and any such new or amended Claim or Interest Filed shall be deemed  
24 Disallowed and expunged without any further notice to or action, order, or approval of the Court;  
25 provided, that such Holder may amend the Claim or Interest Filed solely to decrease, but not to  
26 increase, the amount, number, or priority of such Claim or Interest, unless otherwise provided by  
27 the Court.

28                                   **F.      No Interest**

          Unless otherwise specifically provided for in the Plan, by applicable law (including,  
without limitation, § 506(b)), or agreed to by, as applicable, the Debtors, the Committee, the  
Reorganized Debtors, or the GUC Distribution Trustee, interest shall not accrue or be paid on any  
Claim, and no Holder of any Claim shall be entitled to interest accruing on and after the Petition  
Date on account of any Claim. Without limiting the foregoing, interest shall not accrue or be paid  
on any Claim after the Effective Date to the extent the final distribution paid on account of such  
Claim occurs after the Effective Date.

**SECTION VI.   RETENTION OF JURISDICTION**

          Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective  
Date, on and after the Effective Date, the Court shall retain jurisdiction over the Chapter 11 Cases

1 and all matters arising out of, or related to, the Chapter 11 Cases and the Plan, including jurisdiction  
2 to:

3 1. Allow, Disallow, determine, liquidate, classify, estimate, or establish the priority,  
4 Secured or unsecured status, or amount of any Claim, including the resolution of any request for  
5 payment of any Administrative Claim and the resolution of any and all objections to the Secured  
6 or unsecured status, priority, amount, or Allowance of Claims; provided that, for the avoidance of  
7 doubt, the Court's retention of jurisdiction with respect to such matters shall not preclude the  
8 Debtors or the Reorganized Debtors, as applicable, from seeking relief from any other court,  
9 tribunal, or other legal forum of competent jurisdiction with respect to such matters;

10 2. decide and resolve all matters related to the granting and denying, in whole or in  
11 part, any applications for allowance of compensation or reimbursement of expenses to  
12 professionals authorized pursuant to the Bankruptcy Code or the Plan;

13 3. resolve any matters related to (i) the assumption or assumption and assignment of  
14 any Executory Contract to which a Debtor is a party or with respect to which a Debtor may be  
15 liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising  
16 therefrom, including Claims related to the rejection of an Executory Contract, cure costs pursuant  
17 to § 365, or any other matter related to such Executory Contract; and (ii) any dispute regarding  
18 whether a contract or lease is or was executory or unexpired;

19 4. adjudicate, decide, or resolve any controversies, if any, with respect to distributions  
20 to Holders of Allowed Claims;

21 5. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or  
22 litigated matters, and any other matters, and grant or deny any applications involving a Debtor that  
23 may be pending on the Effective Date;

24 6. adjudicate, decide, or resolve any and all matters related to Causes of Action;

25 7. adjudicate, decide, or resolve any and all matters related to § 1141;

26 8. enter and implement such orders as may be necessary or appropriate to execute,  
27 implement, or consummate the provisions of the Plan and all contracts, instruments, releases,  
28 indentures, and other agreements or documents created in connection with the Plan or the  
Disclosure Statement;

9. enforce any order for the sale of property pursuant to §§ 363, 1123, or 1146(a);

10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise  
in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's  
obligations incurred in connection with the Plan;

11. issue injunctions, enter and implement other orders, or take such other actions as  
may be necessary or appropriate to restrain interference by any Entity with Consummation or  
enforcement of the Plan;

1 12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect  
2 to the settlements, compromises, discharges, releases, injunctions, exculpations, and other  
3 provisions contained in Section VII and enter such orders as may be necessary or appropriate to  
implement such releases, injunctions, and other provisions;

4 13. enter and implement such orders as are necessary or appropriate if the Confirmation  
5 Order is for any reason modified, stayed, reversed, revoked, or vacated;

6 14. determine any other matters that may arise in connection with or relate to the Plan,  
7 the Disclosure Statement, the Confirmation Order, or the Plan Supplement, including any matter  
arising in connection with or otherwise relating to the Liquidation Trust or GUC Distribution Trust;

8 15. adjudicate any and all disputes arising from or relating to distributions under the  
9 Plan or any transactions contemplated therein;

10 16. adjudicate, decide, or resolve any motions, adversary proceedings, contested or  
11 litigated matters, and any other matters, and grant or deny any applications involving a Debtor that  
12 may be pending on the Effective date, including *Washington State Nurses Association v. SHC*  
13 *Medical Center - Yakima and Astria Health*, Adv. Pro. No. 20-80005 (Bankr. E.D. Wa.); *Astria*  
14 *Health, et al. v. United States Small Business Administration and Jovita Carranza*, Adv. Pro. No.  
20-80016 (Bankr. E.D. Wa.); and *Yakima HMA, LLC and Yakima HMA Physician Management,*  
*LLC v. SHC Medical Center - Yakima and SHC Medical Center - Toppenish*, Adv. Pro. No. 20-  
80018 (Bankr. E.D. Wa.);

15 17. consider any modifications of the Plan, to cure any defect or omission, or to  
reconcile any inconsistency in any Court order, including the Confirmation Order;

16 18. determine requests for the payment of Claims entitled to priority pursuant to § 507;

17 19. hear and determine matters concerning state, local, and federal taxes in accordance  
18 with §§ 346, 505, and 1146 (including the expedited determination of taxes under § 505(b));

19 20. hear and determine matters concerning exemptions from state and federal  
20 registration requirements in accordance with § 1145;

21 21. hear and determine all disputes involving the existence, nature, or scope of the  
22 release provisions set forth in the Plan, including any dispute relating to any liability arising out of  
the termination of employment or the termination of any employee or retiree benefit program,  
regardless of whether such termination occurred prior to or after the Effective Date;

23 22. enforce all orders previously entered by the Court;

24 23. hear any other matter not inconsistent with the Bankruptcy Code;

25 24. enter an order concluding or closing the Chapter 11 Cases; and

26 25. enforce the compromise, settlement, injunction, release, and exculpation provisions  
27 set forth in Section VII.



1 **SECTION VII. EFFECT OF CONFIRMATION OF PLAN**

2 **A. Discharge**

3 This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims  
4 shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any  
5 nature whatsoever arising prior to the Effective Date, including any interest accrued on such  
6 Claims from and after the Petition Date (except as otherwise ordered by the Court), against the  
7 Debtors, the Estates and their property.

8 Except as otherwise provided in the Plan or the Confirmation Order or in any Executory  
9 Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the  
10 Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on  
11 the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and  
12 their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all  
13 debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all  
14 debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof  
15 of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed  
16 pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not  
17 accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c)  
18 preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or  
19 their respective property any Claims based upon any act or omission, transaction, or other activity  
20 of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid  
21 other than under the Plan, Debtors will be deemed discharged and released with respect to such  
22 Claim and such Claim and shall not receive a distribution under the Plan.

23 Except as otherwise provided in the Plan or the Confirmation Order, or as provided in  
24 contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and  
25 after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim  
26 against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based  
27 upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to  
28 the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise  
discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following  
actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a)  
commencing or continuing in any manner any action or other proceeding against the Debtors,  
the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan  
or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any  
judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or  
their respective property other than as specifically permitted under the Plan, as approved by the  
Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the  
Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or  
continuing any action, in any manner, in any place that does not comply with or is inconsistent  
with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141.  
Any Entity injured by any willful violation of such Permanent Injunction shall recover actual  
damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover  
punitive damages, from the willful violator.

1                   **B.       Compromise and Settlement of Claims, Interests, and Controversies**

2           Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other  
3 benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan  
4 or in any contract, instrument, or other agreement or document created pursuant to the Plan, the  
5 distributions, rights, and treatment that are provided in the Plan shall be in complete settlement,  
6 compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of  
7 Action of any nature whatsoever, including any interest accrued on Claims or Interests from and  
8 after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on,  
9 obligations of, rights against, and Interests in, the Debtor or any of its assets or properties,  
10 regardless of whether any property shall have been distributed or retained pursuant to the Plan on  
11 account of such Claims and Interests, including demands, liabilities, and Causes of Action that  
12 arose before the Effective Date, any liability to the extent such Claims or Interests relate to services  
13 performed by employees of the Debtor before the Effective Date and that arise from a termination  
14 of employment, any contingent or non-contingent liability on account of representations or  
15 warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g),  
16 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon  
17 such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest  
18 based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a  
19 Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to  
20 any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11  
21 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial  
22 determination of the settlement, compromise, and release of all Claims and Interests, subject to the  
23 Effective Date occurring.

16                   **C.       Release of Liens**

17           Except as otherwise provided in the Plan or in any contract, instrument, release, or other  
18 agreement or document created pursuant to the Plan, on the Effective Date and concurrently with  
19 the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim,  
20 satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all  
21 mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the  
22 Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any  
23 Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any  
24 property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the  
25 Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this  
26 Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit  
27 Agreement Claims.

23                   **D.       Subordinated Claims**

24           The allowance, classification, and treatment of all Allowed Claims and Interests and the  
25 respective distributions and treatments under the Plan take into account and conform to the relative  
26 priority and rights of the Claims and Interests in each Class in connection with any contractual,  
27 legal, and equitable subordination rights relating thereto, whether arising under general principles  
28 of equitable subordination, § 510(b), or otherwise. Except with respect to Allowed Claims,  
pursuant to § 510, the Court shall retain jurisdiction to re-classify, upon proper application, any

1 Claim or Interest in accordance with any contractual, legal, or equitable subordination relating  
2 thereto.

### 3 **E. Exculpation**

4 The Exculpated Parties shall neither have, nor incur any liability to any Entity for any  
5 prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases,  
6 or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or  
7 implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract,  
8 instrument, release, or other agreement or document created or entered into in connection with the  
9 Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with  
10 or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating  
11 Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing  
12 “Exculpation” provided under this Section, the rights of any Holder of a Claim or Interest to  
13 enforce rights arising under the Plan shall be preserved, including the right to compel payment of  
14 distributions in accordance with the Plan; provided, that the foregoing “Exculpation” shall have  
15 no effect on the liability of any Entity for liability solely to the extent resulting from any such act  
16 or omission taken after the Effective Date or of any Entity solely to the extent resulting from any  
17 act or omission that is determined in a final order to have constituted gross negligence or willful  
18 misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party  
19 shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or  
20 in connection with, the Plan or any other related document, instrument, or agreement. The  
21 exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

### 22 **F. Releases**

#### 23 **1. Debtors’ Releases**

24 ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT  
25 AUTHORIZED BY APPLICABLE LAW, THE RELEASED PARTIES AND THEIR  
26 RESPECTIVE PROPERTY WILL BE EXPRESSLY, UNCONDITIONALLY, GENERALLY  
27 AND INDIVIDUALLY AND COLLECTIVELY RELEASED, ACQUITTED AND  
28 DISCHARGED BY THE DEBTORS ON BEHALF OF THEMSELVES, THEIR ESTATES, THE  
REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST AND THE LIQUIDATION  
TRUST (SUCH THAT THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST  
AND THE LIQUIDATION TRUST WILL NOT HOLD ANY CLAIMS OR CAUSES OF  
ACTION RELEASED PURSUANT TO THIS PLAN), FOR THE GOOD AND VALUABLE  
CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, FROM ANY AND  
ALL ACTIONS, CLAIMS, DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES  
OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY  
DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN  
OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED,  
EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR  
OTHERWISE, BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS  
OR OTHERWISE, BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION,  
TRANSACTION, OR OTHER OCCURRENCE OR CIRCUMSTANCES EXISTING OR  
TAKING PLACE PRIOR TO OR ON THE EFFECTIVE DATE ARISING FROM OR

1 RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR  
2 FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF  
3 THE DEBTORS, THE PLAN, THE DISCLOSURE STATEMENT, THIS CHAPTER 11 CASE,  
4 OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE  
5 EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED  
6 DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD  
7 HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM  
8 AGAINST OR INTEREST IN THE DEBTOR OR ANY OTHER ENTITY COULD HAVE  
9 BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE  
10 DEBTORS OR THEIR ESTATES INCLUDING WITH RESPECT TO THE LAPIS PARTIES  
11 ANY CHALLENGE TO CLAIMS AND RIGHTS OF THE LAPIS PARTIES UNDER THE  
12 BOND DOCUMENTS AND CREDIT AGREEMENT DOCUMENTS; *PROVIDED, HOWEVER,*  
13 THAT THE FOREGOING "DEBTORS' RELEASES" SHALL NOT OPERATE TO WAIVE OR  
14 RELEASE ANY CLAIMS OR CAUSES OF ACTION OF THE DEBTORS OR THEIR  
15 ESTATES AGAINST A RELEASED PARTY ARISING UNDER ANY CONTRACTUAL  
16 OBLIGATION OWED TO THE DEBTORS THAT IS ENTERED INTO OR ASSUMED  
17 PURSUANT TO THE PLAN.

18 ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S  
19 APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTORS' RELEASES,  
20 WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND  
21 DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE  
22 COURT'S FINDING THAT THE DEBTORS' RELEASES ARE: (1) IN EXCHANGE FOR THE  
23 GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES;  
24 (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY  
25 THE DEBTORS' RELEASES; (3) IN THE BEST INTERESTS OF THE DEBTORS' ESTATES  
26 AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND  
27 REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR  
28 HEARING; AND (6) A BAR AGAINST ANY OF THE DEBTORS' ESTATES, THE  
REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION  
TRUST, ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO  
THE DEBTORS' RELEASES.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL  
COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT.

## 2. Third Party Releases

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT  
AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED  
TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND  
COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR  
RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS,  
OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND  
LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON  
BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR  
UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN

1 LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER  
2 INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN,  
3 SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING  
4 FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS'  
5 PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR  
6 MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL  
7 ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN,  
8 THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY  
9 RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE  
10 EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED  
11 DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD  
12 HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM  
13 AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE  
14 BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE  
15 DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF  
16 ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT  
17 AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE  
18 REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION  
19 TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT  
20 TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL  
21 INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I)  
22 VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE  
23 THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY  
24 EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN,  
25 IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT  
26 THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE  
27 BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION  
28 AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION  
PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S  
APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY  
RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS  
AND DEFINITIONS CONTAINED IN THE PLAN, AND, *FURTHER*, SHALL CONSTITUTE  
THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR  
THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED  
PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS  
RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE  
DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE,  
AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY  
FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING  
ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO  
RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE  
MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED



1 OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT  
2 SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

3 THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL  
4 COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO §  
5 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE  
6 DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS  
7 HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH  
8 HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND  
9 DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES,  
10 DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER,  
11 AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES'  
12 PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION,  
13 OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED  
14 IN THIS PLAN OR THE CONFIRMATION ORDER.

### 10 G. Injunction

11 EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION  
12 ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS,  
13 CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND  
14 SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED  
15 PURSUANT TO SECTION VII.F.1 HEREOF; (3) HAVE BEEN RELEASED PURSUANT TO  
16 SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO  
17 SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED  
18 PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND  
19 PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING  
20 OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY  
21 KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS,  
22 OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE  
23 DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE  
24 LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE  
25 PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED  
26 OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT  
27 TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES  
28 OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR  
RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR  
ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC  
DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED  
OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY  
SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR  
WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR  
EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING,  
PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND  
AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION  
TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED  
(OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR



1 EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO  
2 ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS,  
3 CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR  
4 SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE  
5 DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR  
6 ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON  
7 ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH  
8 RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF  
9 ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH  
10 SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT  
11 FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR  
12 SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY  
13 ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE  
14 REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION  
15 TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR  
16 ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON  
17 ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH  
18 RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF  
19 ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO  
20 THE PLAN; *PROVIDED THAT* NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE  
21 AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO  
22 SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT*  
23 NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY  
24 ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION  
25 ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE  
26 EXTENT PERMITTED BY LAW.

#### 16 **H. Waiver of Statutory Limitations on Releases**

17  
18 EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE  
19 PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT  
20 ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS  
21 WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS  
22 FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS  
23 SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED  
24 AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE  
25 RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS.  
26 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING  
27 PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY  
28 STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND  
TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS  
FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY  
HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY.  
THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF  
WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN,  
SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

1                   **I.       Limitation on Liability of Liquidation Trustee and GUC Distribution**  
2                   **Trustee**

3                   The GUC Distribution Trustee will not be liable for any act it may do or omit to do as GUC  
4                   Distribution Trustee under the Plan and GUC Distribution Trust Agreement, as applicable, while  
5                   acting in good faith and in the exercise of his or her reasonable business judgment; nor will the  
6                   GUC Distribution Trustee be liable in any event except for gross negligence, fraud, or willful  
7                   misconduct. The foregoing limitation on liability will also apply to any Person or Entity (including  
8                   any attorney or other professional) employed by the GUC Distribution Trustee and acting on behalf  
9                   of the GUC Distribution Trustee in the fulfillment of the GUC Distribution Trustee's duties under  
10                  the Plan or the GUC Distribution Trust Agreement. Also, the GUC Distribution Trustee and any  
11                  Person or Entity (including any attorney or other professional) employed by the GUC Distribution  
12                  Trustee and acting on behalf of the GUC Distribution Trustee shall be entitled to indemnification  
13                  out of the assets of the GUC Distribution Trust against any losses, liabilities, expenses (including  
14                  attorneys' fees and disbursements), damages, taxes, suits, or claims that they may incur or sustain  
15                  by reason of being, having been, or being or having been employed by, the GUC Distribution  
16                  Trustee, or for performing any function incidental to such service.

17                  The Liquidation Trustee will not be liable for any act it may do or omit to do as Liquidation  
18                  Trustee under the Plan and Liquidation Trust Agreement, as applicable, while acting in good faith  
19                  and in the exercise of its reasonable business judgment; nor will the Liquidation Trustee be liable  
20                  in any event except for gross negligence, fraud, or willful misconduct. The foregoing limitation on  
21                  liability will also apply to any Person or Entity (including any attorney or other professional)  
22                  employed by the Liquidation Trustee and acting on behalf of the Liquidation Trustee in the  
23                  fulfillment of the Liquidation Trustee's duties under the Plan or the Liquidation Trust Agreement.  
24                  Also, the Liquidation Trustee and any Person or Entity (including any attorney or other  
25                  professional) employed by the Liquidation Trustee and acting on behalf of the Liquidation Trustee  
26                  shall be entitled to indemnification out of the assets of the Liquidation Trust against any losses,  
27                  liabilities, expenses (including attorneys' fees and disbursements), damages, taxes, suits, or claims  
28                  that they may incur or sustain by reason of being, having been, or being or having been employed  
                  by, the Liquidation Trustee, or for performing any function incidental to such service.

19                   **J.       Setoffs**

20                  Except as otherwise provided in the Plan, prior to the Effective Date, the Debtors, and on  
21                  and after the Effective Date, the Reorganized Debtors, the GUC Distribution Trustee or the  
22                  Liquidation Trustee, as applicable, pursuant to the Bankruptcy Code (including §§ 553 and 558),  
23                  applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim or Interest, may  
24                  set off against any Allowed Claim or Interest on account of any Proof of Claim or proof of Interest  
25                  or other pleading Filed with respect thereto prior to the Confirmation Hearing and the distributions  
26                  to be made pursuant to the Plan on account of such Allowed Claim or Interest (before any  
27                  distribution is made on account of such Allowed Claim or Interest), any claims, rights, and Causes  
28                  of Action of any nature that the Debtor's Estate may hold against the Holder of such Allowed  
                  Claim or Interest, to the extent such claims, rights, or Causes of Action against such Holder have  
                  not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to  
                  the Plan or otherwise); provided that neither the failure to effect such a setoff nor the allowance of  
                  any Claim or Interest pursuant to the Plan shall constitute a waiver or release by the Debtors, the

1 Reorganized Debtors, the GUC Distribution Trustee or the Liquidation Trustee, as applicable, of  
2 any such claims, rights, and Causes of Action that the Debtors' Estates may possess against such  
3 Holder. In no event shall any Holder of Claims or Interests be entitled to set off any Claim or  
4 Interest against any claim, right, or Cause of Action of the Debtor's Estate unless such Holder has  
5 timely Filed a Proof of Claim (including any Proof of Claim timely Filed by the Governmental  
6 Bar Date) with the Court expressly preserving such setoff; provided that nothing in the Plan shall  
7 prejudice or be deemed to have prejudiced the Debtors', the Reorganized Debtors', the GUC  
8 Distribution Trustee's or the Liquidation Trustee's right to assert that any Holder's setoff rights  
9 were required to have been asserted by motion or pleading filed with the Court prior to the  
10 Effective Date, or any such Holder's right to assert that there was no such requirement.

11  
12  
13 **K. Revesting of Property in Debtors**

14 Except as provided elsewhere in the Plan or in the Exchange Debt Documents, the Effective  
15 Date of the Plan revests the assets of the Estate in the Reorganized Debtors, free and clear of all  
16 Claims, liens, encumbrances, and Interests, except as expressly provided in the Plan. From and  
17 after the Effective Date, Reorganized Debtors may operate their business and use, acquire and  
18 dispose of property without supervision by the Court and free of any restrictions of the Bankruptcy  
19 Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the  
20 Confirmation Order.

21  
22 **L. Preservation of Restricted Funds for Charitable Purposes**

23 Pursuant to § 1123(b) and all other applicable law and subject to consent of the Washington  
24 Attorney General, Reorganized Debtors shall be vested with and shall retain any and all restricted  
25 funds, if any, formerly held by Debtors. All such funds shall be held in charitable trust and may be  
26 used only for the restricted purposes permitted under applicable law. Debtors are not aware of any  
27 restricted funds.

28 **M. Modification of Plan**

Subject to such notice as the Court may require, the Debtors may, with the prior written  
consent of the Lapis Parties and the Committee, modify the Plan at any time before Confirmation,  
if circumstances develop that warrant modification or amendment to the Plan. For the avoidance  
of doubt, the Debtors will not modify any term of the Plan constituting the Committee Plan  
Settlement without the prior consent of the Committee

However, the Court may require a new disclosure statement and/or re-voting on the Plan if  
the Debtors materially modify the Plan before Confirmation. The Debtors may also seek to modify  
the Plan at any time after Confirmation so long as (1) the Plan has not been substantially  
consummated and (2) if the Court authorizes the proposed modifications after notice and a hearing.

**N. Termination of the Patient Care Ombudsman**

Upon the Effective Date, the responsibilities of the PCO will be terminated and she may  
dispose of any documents provided to her in the course of her reporting.

1                   **O.     Post-Confirmation Status Report**

2           Within 120 days of the entry of the order confirming the Plan, Debtors (if the Effective  
3 Date has not occurred) or Reorganized Debtors (if it has) shall file a status report with the Court  
4 explaining what progress has been made toward Consummation of the confirmed Plan. The status  
5 report shall be served on the U.S. Trustee, the twenty largest unsecured creditors, and those parties  
6 who have requested special notice. Further status reports shall be filed every 120 days and served  
7 on the same Entities.

8                   **P.     Quarterly Fees**

9           Quarterly fees accruing under 28 U.S.C. § 1930(a)(6) to date of Confirmation shall be paid  
10 to the U.S. Trustee on or before the Effective Date of the Plan. Quarterly fees accruing under 28  
11 U.S.C. § 1930(a)(6) after Confirmation shall be paid by the Liquidation Trust to the U.S. Trustee  
12 in accordance with 28 U.S.C. § 1930(a)(6) and the Liquidation Trust Agreement until entry of a  
13 final decree, or entry of an order of dismissal or conversion to chapter 7. If the Liquidation Trust  
14 fails to timely pay the quarterly fees that come due after Confirmation, the Reorganized Debtors  
15 shall remain obligated to pay the fees and may seek indemnification from the Liquidation Trust.

16                   **Q.     Post-Confirmation Conversion/Dismissal**

17           A creditor or party in interest may bring a motion to convert or dismiss the Chapter 11  
18 Cases under § 1112(b), after the Plan is confirmed, if there is a default in performing the Plan. If  
19 the Court orders the Chapter 11 Cases converted to Chapter 7 after the Plan is confirmed, then all  
20 property that had been property of the Chapter 11 Estate, and that has not been disbursed pursuant  
21 to the Plan, will revert in the Chapter 7 Estate, and the automatic stay will be reimposed upon the  
22 revested property only to the extent that relief from stay was not previously granted by the Court  
23 during these Chapter 11 Cases.

24           The Confirmation Order may also be revoked under very limited circumstances. The Court  
25 may revoke the order if the Confirmation Order was procured by fraud and if the party in interest  
26 brings an adversary proceeding to revoke Confirmation within 180 days after the entry of the  
27 Confirmation Order.

28                   **R.     Final Decree**

          Once the Estates have been fully administered as referred to in Bankruptcy Rule 3022,  
Reorganized Debtors, or such other party as the Court shall designate in the Confirmation Order,  
shall file a motion with the Court to obtain a final decree to close the Chapter 11 Cases.

**Redline of Second Amended Plan**

1 JAMES L. DAY (WSBA #20474)  
2 BUSH KORNFELD LLP  
3 601 Union Street, Suite 5000  
4 Seattle, WA 98101  
5 Tel: (206) 521-3858  
6 Email: [jday@bskd.com](mailto:jday@bskd.com)

7 SAMUEL R. MAIZEL (Admitted Pro  
8 Hac Vice)  
9 DENTONS US LLP  
10 601 South Figueroa Street, Suite 2500  
11 Los Angeles, California 90017-5704  
12 Tel: (213) 623-9300  
13 Fax: (213) 623-9924  
14 Email: [samuel.maizel@dentons.com](mailto:samuel.maizel@dentons.com)

15 SAM J. ALBERTS (WSBA #22255)  
16 DENTONS US LLP  
17 1900 K. Street, NW  
18 Washington, DC 20006  
19 Tel: (202) 496-7500  
20 Fax: (202) 496-7756  
21 Email: [sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)

22 Attorneys for the Chapter 11 Debtors  
23 and Debtors In Possession

24 MARK D. NORTHRUP (WSBA  
25 #16947)  
26 MILLER NASH GRAHAM & DUNN  
27 LLP  
28 2801 Alaskan Way, Suite 300  
Seattle, Washington 98121-1128  
Tel: (206) 624-8300  
Email:  
[mark.northrup@millernash.com](mailto:mark.northrup@millernash.com)

WILLIAM KANNEL (admitted pro  
hac vice)  
IAN A. HAMMEL (admitted pro hac  
vice)  
MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY AND POPEO, P.C.  
One Financial Center  
Boston, Massachusetts 02111  
Tel: (617) 542-6000  
Email: [wkannel@mintz.com](mailto:wkannel@mintz.com)  
Email: [iahammel@mintz.com](mailto:iahammel@mintz.com)  
Email: [tmckeon@mintz.com](mailto:tmckeon@mintz.com)

Attorneys for the Lapis Parties

HONORABLE  
WHITMAN L. HOLT

---

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON**

---

In re:

ASTRIA HEALTH, *et al.*,

Debtors and  
Debtors in  
Possession.<sup>1</sup>

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**SECOND AMENDED JOINT CHAPTER  
11 PLAN OF REORGANIZATION OF  
ASTRIA HEALTH AND ITS DEBTOR  
AFFILIATES**

---

<sup>1</sup> The Debtors, along with their case numbers, are as follows: Astria Health (19-01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings, LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHS Holdco, LLC (19-01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center - Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-01200-11).



**Table of Contents**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**INTRODUCTION..... 3**

**SECTION I. DEFINITIONS AND RULES OF CONSTRUCTION ..... 3**

- A. Definitions..... 3
- B. Rules of Interpretation. .... 20
- C. Computation of Time..... 21
- D. Governing Law ..... 21
- E. Reference to Monetary Figures..... 21
- F. Controlling Document ..... 22

**SECTION II. Classification and Treatment of Claims..... 22**

- A. General Overview ..... 22
- B. Limited Consolidation ..... 22
- C. Summary and Classification of Claims and Interests ..... 22
- D. Unclassified Claims ..... 24
- E. Classified Claims ..... 26

**SECTION III. MEANS OF IMPLEMENTING THE PLAN ..... 30**

- A. The Senior Debt 9019 Settlement..... 30
- B. The Committee Plan Settlement ..... 31
- C. Vendor Claims ..... 32
- D. Corporate Actions ..... 32
- E. The GUC Distribution Trust..... 33
- F. Termination of the GUC Distribution Trust ..... 37
- G. Establishment of Liquidation Trust ..... 37
- H. Prosecution of D&O Causes of Action..... 38
- I. Post-Confirmation Management..... 38
- J. Termination of the Committee and Appointment of POC..... 38
- K. Creation of Administrative and Priority Claims Reserve ..... 39
- L. Objections to Claims..... 39
- M. Claims Paid or Payable by Third Parties ..... 40
  - 1. Claims Paid by Third Parties ..... 40
  - 2. Claims Payable by Third Parties..... 40
- N. Special Issues Regarding Insured Claims ..... 40
- O. Distributions of Property Under the Plan..... 41
- P. Manner of Cash Payments Under the Plan ..... 41
- Q. No Distributions With Respect to Disputed Claims ..... 41
- R. Record Date for Distribution ..... 42
- S. Delivery of Distributions ..... 42
- T. Undeliverable and Unclaimed Distributions..... 42
- U. Estimation of Disputed Claims for Distribution Purposes..... 42
- V. Minimum Distributions..... 43
- W. Rounding..... 43
- X. Full Satisfaction ..... 43
- Y. Distributions Free and Clear ..... 43

1	Z. Conditions Precedent to Plan Confirmation .....	43
2	AA. Conditions to Effectiveness .....	43
3	BB. Authorization of Entity Action .....	44
4	CC. Reservation of Fair and Equitable (Cram Down) Power .....	44
5	<b>SECTION IV. Treatment of Miscellaneous Items .....</b>	<b>45</b>
6	A. Assumption of Executory Contracts .....	45
7	B. Rejection of Executory Contracts .....	46
8	C. Indemnification Obligations .....	47
9	D. Lapis Parties Fees and Expenses.....	47
10	E. Changes in Rates Subject to Regulatory Commission Approval.....	47
11	<b>SECTION V. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED,</b>	
12	<b>AND DISPUTED CLAIMS AND INTERESTS.....</b>	<b>47</b>
13	A. Joint Pursuit of Reconciliation, Objections to, and/or Settlement of Asserted	
14	General Unsecured Claims .....	47
15	B. Resolution of Disputed Claims .....	48
16	C. Disallowance of Claims .....	49
17	D. Disallowance of Untimely Claims .....	50
18	E. Amendments to Claims.....	50
19	F. No Interest.....	50
20	<b>SECTION VI. Retention of Jurisdiction.....</b>	<b>50</b>
21	<b>SECTION VII. EFFECT OF CONFIRMATION OF PLAN.....</b>	<b>53</b>
22	A. Discharge .....	53
23	B. Compromise and Settlement of Claims, Interests, and Controversies.....	54
24	C. Release of Liens .....	54
25	D. Subordinated Claims.....	54
26	E. Exculpation .....	55
27	F. Releases.....	55
28	G. Injunction .....	58
	H. Waiver of Statutory Limitations on Releases .....	59
	I. Limitation on Liability of Liquidation Trustee and GUC Distribution Trustee ...	60
	J. Setoffs .....	60
	K. Revesting of Property in Debtors.....	61
	L. Preservation of Restricted Funds for Charitable Purposes .....	61
	M. Modification of Plan .....	61
	N. Termination of the Patient Care Ombudsman .....	61
	O. Post-Confirmation Status Report .....	62
	P. Quarterly Fees.....	62
	Q. Post-Confirmation Conversion/Dismissal .....	62
	R. Final Decree .....	62

1 **INTRODUCTION**

2 The Debtors and the Lapis Parties (collectively, the “Plan Proponents”) propose this  
3 *Second Amended Joint Plan of Reorganization of Astria Health and its Affiliates*. Capitalized  
4 terms used but not otherwise defined shall have the respective meanings ascribed to such terms in  
5 Section I.A. Holders of Claims and Interests may refer to the Disclosure Statement for a discussion  
6 of the Debtors’ history, businesses, assets, results of operations, historical financial information,  
7 and projections of future operations, as well as a summary and description of the Plan. The Plan  
8 Proponents are the proponents of the Plan within the meaning of § 1129 of the Bankruptcy Code.<sup>2</sup>  
9 The Plan shall apply as a joint Plan for all Debtors under which all assets and liabilities shall be  
10 consolidated for the limited purposes of Claim treatment and Plan distributions but otherwise, each  
11 Debtor, Reorganized Debtor or Liquidating Debtor, as the case may be, shall remain a separate  
12 legal entity.

13 ALL HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE ON THE PLAN  
14 ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN  
15 THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.

16 **SECTION I. DEFINITIONS AND RULES OF CONSTRUCTION**

17 **A. Definitions. The following terms used herein shall have the respective  
18 meanings defined below:**

19 1.1 *503(b)(9) Claims* means Administrative Claims arising under § 503(b)(9).

20 1.2 *Administrative and Priority Claims Reserve* means the reserve to be established  
21 and maintained by the Reorganized Debtors and Liquidating Debtors and funded, subject to the  
22 Administrative, Professional and Priority Claims Cap, with the Administrative and Priority Claims  
23 Reserve Amount pursuant to Section II.D.4 hereof.

24 1.3 *Administrative and Priority Claims Reserve Amount* means Cash in an amount to  
25 be determined by Plan Proponents on or before the Effective Date, subject to the Administrative,  
26 Professional and Priority Claims Cap, to be funded by the Debtors to the Reorganized Debtors in  
27 an amount sufficient to pay in full all accrued but unpaid U.S. Trustee Fees and Administrative,  
28 Priority Tax, Priority, and Professional Fee Claims other than Ordinary Course Administrative  
Expenses that are Allowed after the Effective Date to the extent that such Claims have not been  
paid in full on or before the Effective Date consistent with § 1129(a)(9).

1.4 *Administrative Claim* means a Claim for costs or expenses of administering the  
Debtors’ Chapter 11 Cases under § 507(a)(2) or 503(b) but expressly excluding Professional Fee  
Claims. Administrative Claims include (i) DIP Claims; (ii) 503(b)(9) Claims; (iii) Cure Payments;  
and (iv) fees payable to the clerk of the Bankruptcy Court and the Office of the U.S. Trustee.

---

<sup>2</sup> All references to “§” herein are to sections of the United States Bankruptcy Code, 11 U.S.C. §§101-1531, as amended, unless otherwise noted.

1           1.5     **Administrative Claims Bar Date** means the date established by the Administrative  
2 Claims Bar Date Order by which requests for payment of Administrative Claims must be Filed,  
subject to any exceptions specifically set forth therein.

3           1.6     **Administrative Claims Bar Date Order** means the Order (I) Fixing the First Interim  
4 Bar Date for Filing Certain Post-Petition Administrative Expense Claims and (II) Approving the  
5 Form of Notice of the Administrative Expense Claims Bar Date [Docket No. 1416].

6           1.7     **Administrative, Professional and Priority Claims Cap** means \$4,624,674, which  
7 shall be the maximum amount payable under the Plan for the payment of pre-Effective Date U.S.  
8 Trustee Fees and Administrative, Priority Tax, Priority, and Professional Fee Claims on or after  
the Effective Date. To be clear, DIP Claims and Ordinary Course Administrative Expenses are  
not subject to this Cap.

9           1.8     **Affiliate** shall have the meaning set forth in § 101(2).

10          1.9     **Allowed** means with respect to (I) a Claim: (a) any Claim, a proof of Claim for  
11 which was timely Filed by the applicable Claims Bar Date, Supplemental Bar Date or  
12 Administrative Claims Bar Date (or a Claim for which a Proof of Claim is not required to be Filed  
13 under the Plan, the Bankruptcy Code, or a Final Order of the Court); (b) any Claim that is listed in  
14 the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of  
15 Claim has been timely Filed; (c) any Claim allowed pursuant to the Plan or Final Order of the  
16 Court; provided, that with respect to any Claim described in clause (a) or (b) above, such Claim  
17 shall be considered Allowed only if and to the extent that no objection to the allowance of such  
18 Claim has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy  
19 Code, the Bankruptcy Rules or Court, or if such an objection is so interposed and the Claim shall  
20 have been Allowed by a Final Order; provided, further, that the Reorganized Debtors (and with  
21 respect to General Unsecured Claims, the GUC Distribution Trustee), as applicable, may, subject  
22 to Section V.A, affirmatively determine to allow any Claim described in clause (a) notwithstanding  
23 the fact that the period within which an objection may be interposed has not yet expired; provided,  
further, that any Claims allowed solely for the purpose of voting to accept or reject the Plan  
pursuant to an Order of the Court shall not be considered an Allowed Claim under this Plan;  
provided, further, that any Claim disallowed or expunged under the Plan, by Final Order of the  
Court, or otherwise shall not be an Allowed Claim; provided, further, that with respect to any  
Claim Allowed only in part, references to Allowed Claims in this Plan include, and are limited to,  
only the portion of the Claim that is Allowed; and (II) an Interest, to the extent Allowed under this  
Plan. Unless otherwise specified in the Plan, an Allowed Claim does not include interest on the  
Claim accruing after Petition Date. Moreover, all or any portion of a Claim that is satisfied or  
released during the Chapter 11 Cases is not an Allowed Claim.

24          1.10    **A/R Collections** means post-confirmation collections of receivables for SHC  
25 Medical Center - Yakima accounts.

26          1.11    **Avoidance Actions** means any and all actual or potential claims and causes of action  
27 to avoid a transfer of property or an obligation incurred by a Debtor pursuant to any applicable  
28 section of the Bankruptcy Code, including §§ 502, 510, 542, 544, 547, 548, 549, 550, 551, 553

1 and 724(a) or under similar or related state or federal statutes and common law, including  
2 fraudulent transfer laws.

3 1.12 **Ballot** shall mean a ballot, e-ballot, or master ballot, as applicable, authorized by  
4 the Court pursuant to the Solicitation Procedures Order to indicate acceptance or rejection of the  
Plan and to opt out of the release provided by Section VII.F.2.

5 1.13 **Bankruptcy Code** means title 11 of the United States Code, 11 U.S.C. §§ 101, *et*  
6 *seq.*, as may be amended.

7 1.14 **Bankruptcy Rules** means the Federal Rules of Bankruptcy Procedure, as applicable  
8 to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general  
rules, the Local Bankruptcy Rules, and chambers rules of the Court.

9 1.15 **Board Trustees** means those persons serving as members of the board of directors  
10 of any of the Debtors or Non-Debtor Affiliates.

11 1.16 **Bonds** means, collectively, those certain Washington Health Care Facilities  
12 Authority Revenue Bonds, Series 2017A Bonds and the Series 2017B Bonds issued pursuant to  
the Bond Indenture.

13 1.17 **Bond Documents** means the Bond Indenture and all other documents evidencing  
and otherwise securing the Bonds.

14 1.18 **Bond Indenture** means that certain Bond Indenture dated as of November 1, 2017  
15 between the Washington Health Care Facilities Authority and the Bond Trustee.

16 1.19 **Bond Trustee** means UMB Bank, N.A., as the trustee for bondholders under the  
17 Bond Indenture.

18 1.20 **Business Day** means any day, other than a Saturday, Sunday, or “legal holiday” (as  
19 defined in Bankruptcy Rule 9006(a)), or a day on which banking institutions in Yakima,  
Washington are authorized by law or other governmental action to close.

20 1.21 **Cash** means the legal tender of the United States of America and the equivalent  
21 thereof.

22 1.22 **Causes of Actions** means any and all claims, actions, causes of action, choses in  
23 action, rights, demands, Liens, suits, liabilities, encumbrances, lawsuits, adverse consequences,  
24 debts, damages, dues, sums of money, obligations, accounts, reckonings, deficiencies, bonds, bills,  
25 disbursements, expenses, losses, specialties, covenants, guaranties, contracts, controversies,  
26 agreements, promises, variances, trespasses, powers, judgments, privileges, licenses, franchises,  
27 remedies, rights of setoff, rights of recoupment, third-party claims, subrogation claims, defenses,  
contribution claims, reimbursement claims, indemnity claims, counterclaims, and cross-claims  
28 (including those of the Debtors and/or the Estates), each of any kind or character whatsoever,  
whether known or unknown, foreseen or unforeseen, suspected or unsuspected, liquidated or  
unliquidated, fixed or contingent, matured or unmatured, secured or unsecured, disputed or  
undisputed, and whether held or assertable in a personal or representative capacity, based in law

1 or equity, including under the Bankruptcy Code or under any other federal or state statute or  
2 common law, whether in contract or tort or any other theory of law, whether direct, indirect,  
3 derivative, or otherwise, whether arising before, on, or after the Petition Date, and whether asserted  
4 or unasserted as of the Effective Date, including, without limitation, (i) the right to object to,  
5 challenge or otherwise contest any claims, whether or not any such claim is the subject of a proof  
6 of claim; (ii) any right of setoff, counterclaim, or recoupment and any claim for breach of contract  
7 or for breach of duties imposed by law or in equity; (iii) any claim pursuant to § 362; (iv) any  
8 claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in §  
9 558; (v) all claims, causes of action (avoidance or otherwise), objections, rights, and remedies  
10 arising under Chapter 5 of the Bankruptcy Code pursuant to, among others, §§ 502, 510, 542  
11 through 545 and 547 through 553 or 558 thereof, or similar or equivalent claims, causes of action,  
12 objections, rights, and remedies arising under state law, including all Avoidance Actions,  
13 irrespective of whether or not the targets of such causes of action have been identified by name, or  
14 any transfers subject to avoidance have been listed, in the Debtors' Schedules, the Disclosure  
15 Statement, this Plan, or any other document Filed in the Chapter 11 Cases; (vi) the Vendor Claims;  
16 (vii) claims under any Insurance Policies applicable to the Debtors; (viii) all claims of any kind or  
17 nature arising under state or federal law against any of the Debtors' current or former vendors  
18 relating to services rendered prior to the Petition Date; (ix) all claims, causes of action, and other  
19 rights (including rights to challenge any asserted Lien) of any kind or nature against any party  
20 asserting a claim in these cases, unless expressly and in writing released or waived during the  
21 Chapter 11 Cases, including under this Plan; (x) all legal and equitable defenses against any Claim  
22 or Cause of Action asserted against the Debtors; (xi) all claims and/or Causes of Action of any  
23 kind or nature arising under state or federal law arising under a theory of negligence, professional  
24 negligence, and/or malpractice; (xii) all claims and/or Causes of Action of any kind or nature  
25 arising under state law based fraudulent conveyance theories; (xiii) all claims and/or Causes of  
26 Action constituting, for, based upon, or relating to a breach of fiduciary duty, a tort, a contract,  
27 federal or state preference or fraudulent transfer laws, or any federal or state statutory rights or  
28 requirements, whether based in law or equity, against any of the current and former members,  
managers, and/or officers of the Debtors; (xiv) Preserved Claims; and (xv) all Avoidance Actions  
against AHM, Inc. The foregoing definition shall be construed in accordance with its broadest  
possible meaning, and any doubts or ambiguities shall be resolved in favor of inclusivity. **Except  
as otherwise expressly provided in the Plan, any and all Causes of Action are preserved  
under the Plan. For the avoidance of doubt, the Board Trustees are, on the terms of the Plan,  
Exculpated Parties and Released Parties and, thus, are not subject to any Causes of Action  
or Avoidance Actions.**

1.23 *Chapter 11 Case* means when used with reference to a particular Debtor, the case  
pending for that Debtor under chapter 11 of the Bankruptcy Code in the Court.

1.24 *Chapter 11 Cases* mean when used with reference to all of the Debtors, the  
procedurally consolidated and jointly administered chapter 11 cases pending for the Debtors in the  
Court under Chapter 11 Case Number 19-01189-11.

1.25 *Claim* shall have the meaning set forth in § 101(5) against a Debtor.

1.26 *Claims and Noticing Agent* means Kurtzman Carson Consultants LLC, the claims,  
noticing, and solicitation agent retained by the Debtors pursuant to the Order Granting Debtors'



1 Amended Application and Motion for an Order Appointing Kurtzman Carson Consultants LLC as  
2 Noticing Agent Nunc Pro Tunc to May 6, 2019 [Docket No. 292].

3 1.27 **Claims Bar Date** means August 5, 2019, as established by the Claims Bar Date  
4 Notice.

5 1.28 **Claims Bar Date Notice** means that certain notice, entered by the Court on May 10,  
6 2019 [Docket No. 91], establishing the Claims Bar Date.

7 1.29 **Claims Objection Bar Date** means the first Business Day that is not less than 180  
8 days after the Effective Date. The time period for filing objections to Claims shall automatically  
9 renew for successive periods of one hundred eighty (180) days each until the earlier of (i) the date  
10 upon which all Claims have been Allowed or Disallowed or (ii) the date fixed by the Court upon  
11 motion of the Reorganized Debtors, the GUC Distribution Trustee, or a Holder or a Claim.

12 1.30 **Claims Register** means the official register of Claims maintained by the Court and  
13 mirrored by the Claims and Noticing Agent.

14 1.31 **Class** means a category of Holders of Claims or Interests as set forth in Section II  
15 pursuant to § 1122(a).

16 1.32 **Committee** means the statutory committee of unsecured creditors, appointed in the  
17 Chapter 11 Cases pursuant to § 1102 by the U.S. Trustee, pursuant to the Appointment of Official  
18 Committee of Unsecured Creditors [Docket No. 135] on May 24, 2019.

19 1.33 **Committee Members** mean, all current and former members of the Committee,  
20 including each of the following, solely in their capacity as a member of the Committee, (i)  
21 CHSPSC, LLC/Community Health Systems, Inc.; (ii) LocumTenens.com, LLC; (iii) Community  
22 Health of Central Washington; (iv) Medtronic USA, Inc.; (v) Morrison Management Specialists,  
23 Inc.; (vi) Apogee Physicians; and (vii) Boston Scientific Corporation.

24 1.34 **Committee Plan Settlement** means the settlement of the Committee's objections to  
25 the prior version of the Debtors' plan of reorganization as set forth in the Term Sheet.

26 1.35 **Confirmation** means the entry of the Confirmation Order on the docket of the  
27 Chapter 11 Cases.

28 1.36 **Confirmation Date** means the date upon which the Court enters the Confirmation  
Order on the docket of the Chapter 11 Cases within the meaning of Bankruptcy Rules 5003 and  
9021.

1.37 **Confirmation Hearing** means the hearing held by the Court to consider  
Confirmation of the Plan pursuant to § 1129.

1.38 **Confirmation Order** means the order of the Court confirming this Plan pursuant to  
§ 1129.

1.39 **Consummation** means the occurrence of the Effective Date.

1           1.40 **Convenience Class** means the class of General Unsecured Claims that are either (i)  
2 less than or equal to five thousand dollars (\$5,000), or (ii) if the Claim amount is greater than five  
3 thousand dollars (\$5,000), a General Unsecured Claim with respect to which the claimant has made  
a Convenience Class Election.

4           1.41 **Court** means the United States Bankruptcy Court for the Eastern District of  
5 Washington having jurisdiction over the Chapter 11 Cases, or any other court of the United States  
6 exercising competent jurisdiction over the Chapter 11 Cases or any proceeding any proceeding  
therein.

7           1.42 **Credit Agreement** means that certain Credit Agreement dated as of January 18,  
8 2019 between certain of the Debtors, Lapis Advisers, LP and others.

9           1.43 **Credit Agreement Documents** means the Credit Agreement and all other  
10 documents executed in connection therewith.

11           1.44 **Cure Payment** means the payment of Cash or the distribution of other property (as  
12 the parties may agree or the Court may order), as necessary to cure defaults under an Executory  
13 Contract of Debtors pursuant to § 365(b).

14           1.45 **D&O Causes of Action** means all Causes of Action against the current and former  
15 members, managers, and/or officers of the Debtors that are Preserved Claims, as the term may be  
16 modified or enhanced under the terms of the Plan Supplement.

17           1.46 **D&O Policies** means all insurance policies for liability of members, managers, and  
18 officers of the Debtors maintained by the Debtors as of the Effective Date.

19           1.47 **Debtor** means any of the Debtors.

20           1.48 **Debtors** means, collectively, (i) Astria Health; (ii) Glacier Canyon, LLC; (iii)  
21 Kitchen and Bath Furnishings, LLC; (iv) Oxbow Summit, LLC; (v) SHS Holdco, LLC; (vi) SHC  
22 Medical Center - Toppenish; (vii) SHC Medical Center - Yakima; (viii) Sunnyside Community  
23 Hospital Association; (ix) Sunnyside Community Hospital Home Medical Supply, LLC; (x)  
24 Sunnyside Home Health; (xi) Sunnyside Professional Services, LLC; (xii) Yakima Home Care  
25 Holdings, LLC; and (xiii) Yakima HMA Home Health, LLC, the debtors and debtors in possession  
26 in these Chapter 11 Cases.

27           1.49 **Debtors' Releases** means the releases given on behalf of the Debtors and their  
28 Estates to the Released Parties as set forth in Section VII.F.1 herein.

          1.50 **Definitive Documents** means the documents (including any related agreements,  
instruments, schedules, or exhibits and Exchange Debt Documents) that are necessary or desirable  
to implement, or otherwise relate to the Plan (including any plan supplements), the Disclosure  
Statement, any order approving the Disclosure Statement, and any order confirming the Plan, in  
each case on terms and conditions consistent with the Plan on terms acceptable to the Plan  
Proponents.

1           1.51 **DIP Agent** means Lapis, in its capacity as agent to DIP Lenders under the DIP Loan  
2 and Security Agreement, including any successor thereto.

3           1.52 **DIP Agent Professional Fees** means, collectively, to the extent not previously paid  
4 in connection with the Chapter 11 Cases, all outstanding reasonable and documented fees and  
5 expenses of any professionals retained by the DIP Agent, including, without limitation, Cole  
6 Schotz P.C., in its capacity as counsel to the DIP Agent.

7           1.53 **DIP Agreement** means that certain Senior Secured, Super-Priority Debtor-In-  
8 Possession Loan and Security Agreement, dated as of December 26, 2019, by and among Debtors,  
9 as borrowers, the other Loan Parties thereto (as defined in the DIP Loan and Security Agreement),  
10 the DIP Agent, and the DIP Lenders, as approved by the Final DIP Order, and as the same may be  
11 amended, modified, or amended and restated from time to time in accordance with its terms,  
12 consisting of a post-petition term loan facility in the principal amount of up to \$43,100,000.

13           1.54 **DIP Claims** means any Claim in respect of any DIP Obligations (as defined in the  
14 Final DIP Order) held by, or otherwise owing to, any or all of the DIP Agent and the DIP Lenders.

15           1.55 **DIP Claims Exchange Debt** means Exchange Debt issued to satisfy DIP Claims as  
16 more specifically described in the Exchange Debt Documents.

17           1.56 **DIP Lenders** means, collectively, the DIP Agent and the Lenders (as defined in the  
18 DIP Loan and Security Agreement).

19           1.57 **Disallowed** means any Claim or Interest, or any portion thereof, that (i) has been  
20 disallowed by Final Order or settlement; (ii) is scheduled in the amount of zero dollars (\$0) or as  
21 contingent, disputed, or unliquidated on the Schedules and as to which a Claims Bar Date,  
22 Supplemental Bar Date or Administrative Claims Bar Date has been established but no Proof of  
23 Claim has been timely Filed or deemed timely Filed with the Court pursuant to either the  
24 Bankruptcy Code or any Final Order of the Court, including the Claims Bar Date Order,  
25 Supplemental Bar Date Order or Administrative Claims Bar Date Order or otherwise deemed  
26 timely Filed under applicable law; or (iii) is not scheduled on the Schedules and as to which a  
27 Claims Bar Date, Supplemental Bar Date or Administrative Claims Bar Date has been established  
28 but no Proof of Claim has been timely Filed or deemed timely Filed with the Court pursuant to  
either the Bankruptcy Code or any Final Order of the Court, including the Claims Bar Date Order,  
Claims Bar Date Order, Supplemental Bar Date Order or Administrative Claims Bar Date Order  
or otherwise deemed timely Filed under applicable law. “Disallow” and “Disallowance” shall have  
correlative meanings.

          1.58 **Disclosure Statement** means the disclosure statement filed or to be filed with the  
Court by the Plan Proponents, pursuant to § 1125, with respect to the Plan, including the Plan  
Supplement and all exhibits and schedules thereto, which was approved by the Court pursuant to  
§ 1125, as it may be amended, modified or supplemented from time to time.

          1.59 **Disputed** means, with respect to a Claim or Interest, a Claim that is not yet Allowed  
or Disallowed.

1           1.60 **Distribution Date** means a date or dates, as determined by the Reorganized Debtors  
2 which the Reorganized Debtors make a distribution, or causes a distribution to be made, of Cash  
3 to the Holders of Allowed Claims.

4           1.61 **Distribution Record Date** means the date that is thirty (30) Business Days prior to  
5 each Distribution Date.

6           1.62 **Docket** means, unless otherwise specified herein, the docket in the Lead Chapter  
7 11 Case.

8           1.63 **Docket No.** means the docket number assigned in the Docket.

9           1.64 **Effective Date** means the date upon which all of the conditions to the effectiveness  
10 of the Plan have been satisfied or waived in accordance with its terms.

11           1.65 **Effective Date Distribution** means the distributions required by the Bankruptcy  
12 Code or the Plan to be made on the Effective Date, subject to the Administrative, Professional and  
13 Priority Claims Cap, on account of: (i) Allowed Administrative Claims, that are not Allowed  
14 Professional Fee Claims, DIP Claims, or Ordinary Course Administrative Expenses that have been  
15 paid by Debtors or will be paid by Reorganized Debtors in the ordinary course of business, (ii) all  
16 Allowed Priority Claims, (iii) 20% of the amount of Allowed Convenience Class Claims up to a  
17 maximum of \$1,000; (iv) all Allowed Cure Payments, except those being paid by agreement in  
18 installments over time; and (v) the Administrative and Priority Claims Reserve, including amounts  
19 for Disputed Cure Payments (in the full amounts claimed by objecting contract counterparties).

20           1.66 **Entity** shall have the meaning set forth in § 101(15).

21           1.67 **Estate** means, as to each Debtor, the estate created for the Debtor in its Chapter 11  
22 Case pursuant to § 541.

23           1.68 **Estates** means the Estate of all Debtors.

24           1.69 **Exchange Debt** shall have the meaning set forth in Section III.A.

25           1.70 **Exchange Debt Documents** means the credit agreements, guaranties, security  
26 agreements, forbearance instruments and other documents evidencing or otherwise securing  
27 Exchange Debt on the terms and in the forms included in the Plan Supplement, in each case on  
28 terms and conditions consistent with the Plan on terms acceptable to the Plan Proponents.

          1.71 **Exculpated Parties** means, solely to the extent of the Exculpation, each of the (a)  
the Debtors, and any of their Related Parties; (b) the Lapis Parties, and any of their respective  
Related Parties, (c) the Committee, its members, and any of their respective Related Parties, (d)  
the Board Trustees; (e) the Patient Care Ombudsman, and any of its respective Related Parties; (f)  
the POC, its members, and any of their respective Related Parties; and (g) the GUC Distribution  
Trustee and his or her Related Parties; provided, AHM, Inc., the officers of the Debtors, Non-  
Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any  
of the foregoing, shall not constitute Exculpated Parties for purposes of this Plan.

1           1.72 **Exculpation** means the exculpation provisions set forth in Section VII.E.

2           1.73 **Executory Contract** means a contract or lease to which one or more Debtors is a  
3 party that is subject to assumption or rejection under §§ 365 or 1123.

4           1.74 **File, Filed, or Filing** means file, filed, or filing in the Chapter 11 Cases with the  
5 Court or, with respect to the filing of a Proof of Claim or proof of Interest, with the Claims and  
6 Noticing Agent.

7           1.75 **Final DIP Order** means the Final Order (I) Authorizing the Debtors to Obtain  
8 Replacement Financing; (II) Granting Security Interests and Superpriority Administrative Expense  
9 Status; (III) Granting Adequate Protection to Certain Prepetition Secured Credit Parties; (IV)  
10 Modifying the Automatic Stay; (V) Authorizing the Debtors to Enter Into Agreements with Lapis  
11 Advisers, L.P.; (VI) Authorizing Use of Cash Collateral; and (VII) Granting Related Relief  
12 [Docket No. 1201].

13           1.76 **Final GUC Distribution Date** means the date on which a distribution is made from  
14 the GUC Distribution Trust that finally and fully exhausts the distributable assets of the GUC  
15 Distribution Trust.

16           1.77 **Final Order** means, as applicable, an order or judgment of the Court or other court  
17 of competent jurisdiction with respect to the relevant subject matter, which has not been reversed,  
18 stayed, modified, or amended, including any order subject to appeal but for which no stay of such  
19 order has been entered, any order as to which the time to appeal or seek certiorari has expired and  
20 no appeal or petition for certiorari has been timely taken, or any order as to which any appeal that  
21 has been taken or any petition for certiorari that has been or may be Filed has been resolved by the  
22 highest court to which the order or judgment was appealed or from which certiorari was sought;  
23 provided, that, the possibility that a request for relief under Rule 60 of the Federal Rules of Civil  
24 Procedure, or any analogous rule under the Bankruptcy Rules, the local rules of the Court or  
25 applicable non-bankruptcy law, may be Filed relating to such order shall not prevent such order  
26 from being a Final Order.

27           1.78 **General Unsecured Claim** means a Claim against one or more of the Debtors that  
28 is not a (i) Senior Secured Bond Debt Claim, (ii) Senior Secured Credit Agreement Claim, (iii)  
DIP Claim, (iv) Administrative Claim, (v) Professional Fee Claim, (vi) Priority Claim; (vii)  
Priority Tax Claim, (viii) Other Secured Claim, (ix) Convenience Class Claim, (x) Insured Claim,  
or (xi) Intercompany Claim, and shall include, without limitation, Claims arising as a result of the  
rejection of any Executory Contracts.

          1.79 **Governmental Bar Date** means November 4, 2019, as established by the Claims  
Bar Date Notice.

          1.80 **Governmental Unit** shall have the meaning set forth in § 101(27).

          1.81 **GUC Avoidance Actions** means all Avoidance Actions other than the Vendor  
Avoidance Actions.

          1.82 **GUC Cap** means twenty five million dollars (\$25,000,000).



1 1.83 **GUC Distribution Date** means (i) initially, the first Business Day that is thirty (30)  
2 days after the Effective Date or as soon thereafter as practicable; (ii) thereafter, any interim date(s)  
3 that the GUC Distribution Trustee deems appropriate based upon, among other things, the amount  
4 of Cash or Cash proceeds on hand in the GUC Distribution Trust, whether there remain any other  
5 unpaid obligations of the GUC Distribution Trust under the Plan, the time and status of pending  
6 or potential litigation or contested matters involving or affecting the GUC Distribution Trust, the  
amount of any necessary reserves, and any other factors that are relevant to the ability to make  
7 further distributions from the GUC Distribution Trust Assets; and (iii) the Final GUC Distribution  
8 Date.

9 1.84 **GUC Distribution Trust** means the trust to be established on the Effective Date in  
10 accordance with Section III.E.1 of this Plan for the purposes of reconciling General Unsecured  
11 Claims, pursuing the GUC Avoidance Actions, and making distributions to Holders of Allowed  
12 General Unsecured Claims consistent with the terms of this Plan.

13 1.85 **GUC Distribution Trust Agreement** means the agreement governing, among other  
14 things, the retention and duties of the GUC Distribution Trustee as described in Section III.E.1 of  
15 this Plan, which shall be in form and substance materially consistent with the Plan and included as  
16 an exhibit to the Plan Supplement.

17 1.86 **GUC Distribution Trust Assets** means (i) the Initial GUC Distribution Amount, (ii)  
18 the Second GUC Distribution Amount, (iii) GUC Avoidance Actions, and (iv) the GUC Vendor  
19 Recovery.

20 1.87 **GUC Distribution Trust Beneficiaries** means Holders of Allowed General  
21 Unsecured Claims in Class 4.

22 1.88 **GUC Distribution Trustee** means the Person designated as the trustee of the GUC  
23 Distribution Trust by the Committee after consultation with the Plan Proponents.

24 1.89 **GUC Post-Effective Date Expenses** means, except as otherwise provided herein,  
25 all voluntary and involuntary costs, expenses, charges, obligations, or liabilities of any kind or  
26 nature, whether unmatured, contingent, or unliquidated incurred by the GUC Distribution Trust  
27 after the Effective Date until the GUC Distribution Trust is dissolved, including, but not limited  
28 to, those expenses described in Section III.E.5 of the Plan.

1 1.90 **GUC Vendor Cash Recovery** means fifty percent (50%) of any and all net Cash  
2 proceeds of the Vendor Claims, which shall be transferred by the Debtors to the GUC Distribution  
3 Trust within thirty (30) days after the Debtors' receipt of such net Cash proceeds.

4 1.91 **GUC Vendor Credit Recovery** means the Cash equivalent of fifty percent (50%) of  
5 any and all non-Cash value realized by the Debtors as a result of the Vendor Claims, which will  
6 be paid by the Debtors (or Reorganized Debtors, as applicable) to the GUC Distribution Trust  
7 quarterly as that value (in the form of cost savings or otherwise) is realized by the Debtors (or  
8 Reorganized Debtors, as applicable). For the purpose of calculating the Cash equivalent of any  
9 non-Cash value realized by the Debtors (or Reorganized Debtors, as applicable) as a result of any  
10 Vendor Claims, the amount shall be calculated as set forth in the Term Sheet.



1           1.92 **GUC Vendor Recovery** means the GUC Vendor Cash Recovery plus the GUC  
2 Vendor Credit Recovery. The aggregate total sum of the GUC Vendor Recovery, the Initial GUC  
3 Distribution Amount, and Second GUC Distribution Amount, shall not exceed the GUC Cap.

4           1.93 **Holder** means an Entity holding a Claim or an Interest, as applicable, each solely  
5 in its capacity as such.

6           1.94 **Hospitals** means SHC Medical Center-Yakima, SHC Medical Center - Toppenish,  
7 and Sunnyside Community Hospital Association and related facilities operated by the Debtors.

8           1.95 **Indemnification Provisions** means each of the Debtors' indemnification provisions  
9 currently in existence whether existing in a Debtor's bylaws, incorporation document, other  
10 formation documents, board or executive committee resolutions or employment contracts for  
11 current and former Board Trustees, managers, officers, employees, attorneys, individual  
12 consultants, other professionals and agents of the Debtors, and all of their respective Affiliates.

13           1.96 **Initial GUC Distribution Amount** means Cash in the amount of five million dollars  
14 (\$5,000,000), which will be funded by the Debtors to the GUC Distribution Trust on or before the  
15 Effective Date.

16           1.97 **Insurance Policy** means any insurance policy maintained by or for the benefit of  
17 the Debtors (including the D&O Policies) set forth in a schedule to the Plan Supplement.

18           1.98 **Insured Claims** means General Unsecured Claims arising prior to the Confirmation  
19 Date involving personal injury, medical malpractice, or wrongful death (including slip-and-fall  
20 and medical malpractice Claims) that are covered by the terms of Debtors' various insurance  
21 policies (including the Insurance Policies), or any other General Unsecured Claim against a Debtor  
22 for which the Debtor is entitled to indemnification, reimbursement, contribution or other payment  
23 under a policy of insurance (including the Insurance Policies) under which the Debtor is an insured  
24 or beneficiary of the coverage provided under the applicable policy. All Insured Claims are  
25 Disputed Claims. Some of the Insured Claims are fully insured, and no deductible amount would  
26 be payable by Debtors under the terms of the applicable Insurance Policy. As to other Insured  
27 Claims, Debtors may owe deductible amounts. For the avoidance of doubt, the Reorganized  
28 Debtors shall not be responsible for any deductible or self-insured retention obligations, and all  
claims for such deductibles and self-insured retention obligations shall be treated as Class 4  
General Unsecured Claims to the extent Allowed. Further, no insurance carrier shall, or shall be  
entitled to, deny coverage under any insurance policy (including any Insurance Policy) based upon  
(i) any failure by the Debtors or Reorganized Debtors to pay any deductible or self-insured  
retention in full or (ii) the treatment of any claim for a deductible or self-insured retention  
obligation as a Class 4 General Unsecured Claim. Insured Claims are classified as a subclass (Class  
4A) of Class 4, General Unsecured Claims (not otherwise classified). See Section III.N below for  
further information about issues relating to Insured Claims.

          1.99 **Interest** means any ownership interest in any of the Debtors, including but not  
limited to, membership interests or other entitlement to participate in the organizational affairs of  
a nonprofit Entity organized under the laws of the State of Washington.

          1.100 **Lapis** means Lapis Advisers, LP.

1 1.101 **Lapis Parties** means the DIP Agent, DIP Lenders, UMB Bank, N.A. as indenture  
2 trustee for the Senior Secured Bond Debt Claims, and Holders of the Senior Secured Bond Debt  
3 Claims and the Senior Secured Credit Agreement Claims, and any fund managed by or affiliated  
4 with any of the foregoing.

5 1.102 **Law** means any statute, law, ordinance, ruling, consent decree, permit, policy, rule  
6 or regulation of, issued by or entered into by any Governmental Unit and all judicial or  
7 administrative interpretations thereof and any common law doctrine.

8 1.103 **Lead Chapter 11 Case** means Chapter 11 Case Number 19-01189-11, currently  
9 pending the Court.

10 1.104 **Lien** shall have the meaning set forth in § 101(37).

11 1.105 **Liquidating Debtors** means any Debtor not reorganizing, including SHC Medical  
12 Center - Yakima.

13 1.106 **Liquidation Trust** means the trust to be established on the Effective Date in  
14 accordance with Section III.G.

15 1.107 **Liquidation Trust Agreement** means the agreement governing, among other things,  
16 the retention and duties of the Liquidating Trustee as described in Section III.G hereof, which shall  
17 be in form and substance materially consistent with the Plan and included as an exhibit to the Plan  
18 Supplement.

19 1.108 **Liquidation Trust Assets** means all assets of the Debtors not necessary for the  
20 operation of the core health care businesses of the Debtors or constituting GUC Distribution Trust  
21 Assets under this Plan, including, but not be limited to the (i) if unsold as of the Effective Date,  
22 Yakima Medical Office Building (excluding the operations within); (ii) if unsold as of the  
23 Effective Date, SHC Medical Center-Yakima; (iii) any other unused buildings or real property  
24 currently owned by the Debtors other than Sunnyside Community Hospital Association; (iv) A/R  
25 Collections of SHC Medical Center-Yakima; (v) all 180 day and older days aged accounts  
26 receivable of Sunnyside Community Hospital Association and SHC – Medical Center Toppenish;  
27 (vi) any Causes of Action held by the Debtors, including the Vendor Claims, not expressly  
28 assigned to the GUC Distribution Trust; and (vii) the Liquidation Trust Vendor Recovery.

1.109 **Liquidation Trust Vendor Recovery** all portions of the Vendor Recovery other than  
the GUC Vendor Recovery.

1.110 **Liquidation Trustee** means the Person designated as the trustee of the Liquidation  
Trust by the Lapis Parties.

1.111 **Net GUC Distribution Trust Assets** means the GUC Distribution Trust Assets and  
all proceeds thereof minus the costs of administering the GUC Distribution Trust (including, but  
not limited to, all fees and expenses of the GUC Distribution Trustee and any professionals retained  
by the GUC Distribution Trustee in the GUC Distribution Trustee's capacity as such that are not  
payable by the Reorganized Debtors pursuant to Section III.E.6).

1 1.112 **Next Payment Date** means, with respect to any particular Disputed Claim, the first  
2 Business Day of the calendar quarter after such Claim has been Allowed by Final Order.

3 1.113 **Non-Debtor Affiliates** means, individually or collectively, Astria Health Clinically  
4 Integrated Network, LLC, Bridal Dreams, LLC, Depot Plus, LLC, Home Supply, LLC, Kitchen  
5 Appliance, LLC, Northwest Health, LLC, Pacific Northwest ASC Management, LLC, Sunnyside  
6 Hospital Service Corp., Sunnyside Medical Center, LC, and Wedded Bliss, LLC.

7 1.114 **Order** means any judgment, order, injunction, decree, writ or license issue or  
8 entered by or with any Governmental Unit or any arbitrator, whether preliminary, interlocutory or  
9 final, including any order entered by the Court in the Chapter 11 Cases.

10 1.115 **Ordinary Course Administrative Expense** means Administrative Claims for goods  
11 and services of types consistent with the Debtors' ordinary course business operations as of the  
12 Petition Date that will be paid as they come due after the Effective Date in the ordinary course of  
13 Reorganized Debtors' business. For the avoidance of doubt, the DIP Claims do not constitute  
14 Ordinary Course Administrative Expenses.

15 1.116 **Other Secured Claim** means any Secured Claim against any of the Debtors that is  
16 not (a) a DIP Claim; (b) a Senior Secured Bond Debt Claim; or (c) a Senior Secured Credit  
17 Agreement Claim.

18 1.117 **Person** shall have the meaning set forth in § 101(41).

19 1.118 **Petition Date** means May 6, 2019, which is the date that each Debtor filed a  
20 voluntary chapter 11 petition and commenced its respective Chapter 11 Case.

21 1.119 **Plan** means this *Second Amended Joint Chapter 11 Plan of Reorganization of  
22 Astria Health and its Debtor Affiliates*, as further amended, supplemented or otherwise modified  
23 from time to time, including all exhibits attached hereto or with the Plan Supplement, which is  
24 incorporated in the Plan by reference and made part of the Plan as if set forth in the Plan.

25 1.120 **Plan Proponents** shall have the meaning set forth in the preamble to this Plan.

26 1.121 **Plan Supplement** means a supplemental appendix to this Plan, as may be amended  
27 from time to time on or prior to the Voting Deadline, which will contain the following items:

- 28 (a) the Schedule of Assumed Agreements;
- (b) the schedule of Insurance Policies;
- (c) the list of directors for Reorganized Debtors;
- (d) the Exchange Debt Documents
- (e) GUC Distribution Trust Agreement;
- (f) Liquidation Trust Agreement;

- 1 (g) The Term Sheet (under seal);  
2 (h) Any updated Financial Projections and/or Liquidation Analysis;  
3 (i) Any amendments to the treatment of Intercompany Claims under the Plan;  
4 and  
5 (j) the D&O Cause of Action Agreement (as defined in Section III.H).

6 which items shall be filed at least ten (10) days prior to the Voting Deadline.

7 1.122 **POC** means the committee of Persons or Entities appointed as of the Effective Date  
8 to advise the GUC Distribution Trustee in the performance of the GUC Distribution Trustee's  
9 duties and obligations under the Plan with respect to the administration of the GUC Distribution  
Trust for the benefit of the Holders of Allowed General Unsecured Claims.

10 1.123 **Preserved Claims** mean the following type and categories of Claims and Causes of  
Action, without limitation:

- 11 a. the right to object to, challenge or otherwise contest any claims, whether or not any  
12 such claim is the subject of a proof of claim;
- 13 b. any right of setoff, counterclaim, or recoupment and any claim for breach of  
14 contract or for breach of duties imposed by law or in equity;
- 15 c. any claim pursuant to § 362;
- 16 d. any claim or defense including fraud, mistake, duress, and usury, and any other  
17 defenses set forth in § 558;
- 18 e. all claims, causes of action (avoidance or otherwise), objections, rights, and  
19 remedies arising under Chapter 5 of the Bankruptcy Code pursuant to, among others,  
20 §§ 502, 510, 542 through 545 and 547 through 553 or 558 thereof, or similar or  
21 equivalent claims, causes of action, objections, rights, and remedies arising under  
22 state law, including all Avoidance Actions, irrespective of whether or not the targets  
of such causes of action have been identified by name, or any transfers subject to  
23 avoidance have been listed, in the Debtors' Schedules, the Disclosure Statement,  
this Plan, or any other document Filed in the Chapter 11 Cases;
- 24 f. the Vendor Claims;
- 25 g. claims under any Insurance Policies applicable to the Debtors;
- 26 h. all claims of any kind or nature arising under state or federal law against any of the  
27 Debtors' current or former vendors relating to services rendered prior to the Petition  
28 Date;

- 1 i. all claims, causes of action, and other rights (including rights to challenge any  
2 asserted Lien) of any kind or nature against any party asserting a claim in these  
3 cases, unless expressly and in writing released or waived during the Chapter 11  
4 Cases, including under this Plan;
- 5 j. all legal and equitable defenses against any Claim or Cause of Action asserted  
6 against the Debtors;
- 7 k. all claims and/or Causes of Action of any kind or nature arising under state or  
8 federal law arising under a theory of negligence, professional negligence, and/or  
9 malpractice;
- 10 l. all claims and/or Causes of Action of any kind or nature arising under state law  
11 based fraudulent conveyance theories;
- 12 m. all claims and/or Causes of Action constituting, for, based upon, or relating to a  
13 breach of fiduciary duty, a tort, a contract, an Avoidance Action, federal or state  
14 preference or fraudulent transfer laws, or any federal or state statutory rights or  
15 requirements, whether based in law or equity, against any of the current and former  
16 members, managers, and/or officers of the Debtors; and
- 17 n. all Avoidance Actions against AHM, Inc.

18 1.124 **Priority Claim** means a Claim entitled to priority against the Estates under §§  
19 507(a)(4), 507(a)(5), 507(a)(6) or 507(a)(7). Priority Claims do not include any Claims incurred  
20 after Petition Date.

21 1.125 **Priority Tax Claim** means a Claim entitled to priority against the Estate under §  
22 507(a)(8). Priority Tax Claims do not include any Claims incurred after Petition Date.

23 1.126 **Pro Rata** means the proportion that an Allowed Claim in a particular Class bears  
24 to the aggregate amount of Allowed Claims in that respective Class, or the proportion that Allowed  
25 Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class  
26 and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan, as  
27 applicable.

28 1.127 **Professional** means any Entity retained in the Chapter 11 Cases in accordance with  
§§ 327, 328 or 1103.

1.128 **Professional Fee Claim** means a Claim for accrued fees and expenses (including  
success fees) for services rendered and expenses incurred by a Professional for the Petition Date  
through and including the Effective Date to the extent such fees and expenses have not been paid  
or not Disallowed pursuant to Order of the Court under §§ 327, 328, 330, 331, 363, 503, or 1103  
for compensation for professional services rendered or expenses incurred for which the Estate is  
liable for payment Code regardless of whether a fee application has been filed for such fees and  
expenses.

1 1.129 **Proof of Claim** means a proof of Claim Filed against any of the Debtors in the  
2 Chapter 11 Cases.

3 1.130 **PTO Claims** mean Claims asserted by Debtors' employees that are based upon  
4 accrued hours arising under Debtors' nonworking day and paid time off policies.

5 1.131 **Related Parties** means, with respect to any person or entity, except as otherwise set  
6 forth below or in this Plan, any past or present representative, controlling persons, officer, director,  
7 agent, attorney, advisor, Professional, employee, subsidiary or Affiliate, shareholder, partner  
8 (general or limited), executive committee member, member, managers, equity holder, trustee  
9 executor, predecessor in interest, successor or assign of any such person, provided, AHM, Inc., the  
10 officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the  
11 capacity of an officer of any of the foregoing, shall not constitute Related Parties for purposes of  
12 this Plan.

13 1.132 **Released Parties** means (a) the Debtors, (b) the Lapis Parties, (c) the Committee  
14 and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set  
15 forth below or in the this Plan, each of the foregoing Entities' respective predecessors, successors  
16 and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or  
17 funds, current and former officers, directors, principals, shareholders, direct and indirect equity  
18 holders, members partners (general and limited), employees, agents, advisory board members,  
19 financial advisors, attorneys accountants, investment bankers, consultants, representatives,  
20 management companies, fund advisors, Professionals, and other professionals; provided, AHM,  
21 Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee  
22 acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for  
23 purposes of this Plan and provided further, that as a condition to receiving or enforcing any release  
24 granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed  
25 to have released ~~the Releasing Parties, the Estate, and the Debtor~~each other Released Party and  
26 its Affiliates from any and all Claims or Causes of Action arising from or related to their  
27 relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the avoidance of doubt,~~  
28 ~~Professional Fee Claims or rights to enforce this Plan.~~ For the avoidance of doubt, and  
notwithstanding anything herein to the contrary, a member of the Committee ~~who either holds a~~  
~~Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the~~  
~~Third Party Release~~ shall be a Released Party only in his or her capacity as a member of the  
Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to enforce  
this Plan are expressly preserved notwithstanding anything to the contrary in this Section I.A.1.132,  
Section VII.F.2, or any other provision of this Plan.

1.133 **Releasing Party** means (a) the Released Parties; and (b) all Holders of Claims that  
(i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided  
by Section VII.F.2 hereof pursuant to a duly executed Ballot; provided, that, notwithstanding  
anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to  
accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt  
out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in  
accordance with the Solicitation Procedures Order, be a Releasing Party.



1 1.134 **Reorganized Debtor** means a Debtor that is reorganizing and will continue in  
2 operation after the Effective Date, as controlled by sole member, AH System.

3 1.135 **Reorganized Debtor Insurance Policies** means any insurance policies of the  
4 Debtor (including, without limitation, the D&O Policies).

5 1.136 **Schedules** means, collectively, the schedules of assets and liabilities, schedules of  
6 Executory Contracts, and statements of financial affairs Filed by the Debtors, pursuant to § 521  
7 and in substantial accordance with the Official Bankruptcy Forms, as the same may have been  
8 amended, modified, or supplemented from time to time.

9 1.137 **Second GUC Distribution Amount** means Cash in the amount of two million three  
10 hundred thousand dollars (\$2,300,000) minus the amount of any GUC Vendor Recovery, which  
11 shall be paid by the Debtors (or Reorganized Debtors, as applicable) to the GUC Distribution Trust  
12 within thirty (30) days after the determination of the total value of the GUC Vendor Recovery.  
13 For the avoidance of doubt, the Second GUC Distribution Amount will be an unconditional  
14 obligation of the Debtors (or Reorganized Debtors, as applicable) to the GUC Distribution Trust.

15 1.138 **Secured** means, when referring to a Claim, a Claim secured by a Lien on property  
16 in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable  
17 pursuant to applicable law or by a Final Order, or that is subject to setoff pursuant to § 553, to the  
18 extent of the value of the applicable creditor's interest in such Estate's interest in such property or  
19 to the extent of the amount subject to setoff, as applicable, in each case, as determined pursuant to  
20 § 506(a).

21 1.139 **Senior Debt 9019 Settlement** shall have the meaning ascribed to such term in  
22 Section III.A hereof.

23 1.140 **Senior Secured Bond Debt Claims** means all amounts due under the Bond  
24 Documents, including principal, interest including interest at any applicable default rate,  
25 prepayment penalties, make wholes and similar amounts, and expenses including but not limited  
26 to attorneys and other professional fees.

27 1.141 **Senior Secured Credit Agreement Claims** means all amounts due under the Credit  
28 Agreement, including principal, interest including interest at any applicable default rate,  
prepayment penalties, make wholes and similar amounts, and expenses including but not limited  
to attorneys and other professional fees.

1.142 **Senior Secured Credit Agreement Exchange Debt** means Exchange Debt issued  
to satisfy the Senior Secured Credit Agreement Claims as more specifically described in the  
Exchange Debt Documents.

1.143 **Solicitation Procedures** means the form of solicitation procedures approved by and  
attached as an exhibits to the Solicitation Procedures Order.

1.144 **Solicitation Procedures Order** means the Order Granting Joint Motion for an Order  
Approving: (I) Proposed Disclosure Statement; (II) Solicitation and Voting Procedures; (III)

1 Notice Procedures; (III) Notice and Objections Procedures for Confirmation of Joint Plan of  
2 Reorganization; and (IV) Granting Related Relief [Docket No. 1991].

3 1.145 **Supplemental Bar Date** means the date established by the Supplemental Bar Date  
4 Order by which requests for payment of certain Prepetition Claims (as defined in the Supplemental  
5 Bar Date Order) must be Filed, subject to any exceptions specifically set forth therein.

6 1.146 **Supplemental Bar Date Order** means the Order (I) Fixing a Bar Date for Filing  
7 Certain Prepetition Claimants' Claims and (II) Approving the Form of Notice of Those Prepetition  
8 Claimants' Claims Bar Date [Docket No. 1417].

9 1.147 **Term Sheet** means that certain Plan Settlement Term Sheet between the Debtors  
10 and the Committee setting forth the Committee Plan Settlement, the terms of which are  
11 incorporated herein. A copy of the Term Sheet, updated as necessary by the Plan Proponents and  
12 the Committee to provide definitional clarity with respect to Term Sheet provisions incorporated  
13 herein by reference, shall be Filed under seal as part of the Plan Supplement.

14 1.148 **U.S. Trustee** means the Office of the United States Trustee for the Eastern District  
15 of Washington.

16 1.149 **U.S. Trustee Fees** means fees or charges assessed against the Estate pursuant to 28  
17 U.S.C. § 1930.

18 1.150 **Vendor** means Cerner Corporation and all of its subsidiaries and affiliates.

19 1.151 **Vendor Avoidance Actions** means any Avoidance Actions against the Vendor.

20 1.152 **Vendor Claims** means any and all actual or potential claims and causes of action  
21 of the Debtors against the Vendor, including any and all Vendor Avoidance Actions.

22 1.153 **Vendor Recovery** means any Cash and non-Cash value realized by the Debtors as  
23 a result of the Vendor Claims, which shall be allocated between the Liquidation Trust and the GUC  
24 Distribution Trust as provided in this Plan.

25 1.154 **Voting Deadline** means 4:00 p.m. (prevailing Eastern Time) on December 4, 2020,  
26 as specifically set forth in the Disclosure Statement Order, which is the deadline for submitting  
27 Ballots to accept or reject the Plan in accordance with § 1126.

## 28 **B. Rules of Interpretation.**

For purposes herein: (i) in the appropriate context, each term, whether stated in the singular  
or the plural, shall include both the singular and the plural, and pronouns stated in the masculine,  
feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (ii) except  
as otherwise provided herein, any reference herein to a contract, lease, instrument, release,  
indenture, or other agreement or document being in a particular form or on particular terms and  
conditions means that the referenced document shall be substantially in that form or substantially  
on those terms and conditions; (iii) except as otherwise provided, any reference herein to an  
existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit,

1 as it may thereafter be amended, restated, supplemented, or otherwise modified in accordance with  
2 the Plan; (iv) unless otherwise specified herein, all references herein to “Sections” are references  
3 to Sections of the Plan or hereto; (v) unless otherwise stated herein, the words “herein,” “hereof,”  
4 and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (vi)  
5 captions and headings to Sections are inserted for convenience of reference only and are not  
6 intended to be a part of or to affect the interpretation hereof; (vii) the words “include” and  
7 “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be  
8 deemed to be followed by the words “without limitation”; (viii) unless otherwise specified, the  
9 rules of construction set forth in § 102 shall apply to the Plan; (ix) any term used in capitalized  
10 form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy  
11 Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy  
12 Rules, as the case may be; (x) any docket number references in the Plan shall refer to the docket  
13 number of any document Filed with the Court in the Chapter 11 Cases; (xi) any immaterial  
14 effectuating provisions may be interpreted in such a manner that is consistent with the overall  
15 purpose and intent of the Plan all without further notice to or action, order, or approval of the Court  
16 or any other Entity; (xii) except as otherwise provided, any references to the Effective Date shall  
17 mean the Effective Date or as soon as reasonably practicable thereafter; and (xiii) all exhibits and  
18 supplements to the Plan are incorporated herein, regardless of when those exhibits and  
19 supplements are filed.

### 12 **C. Computation of Time**

13  
14 Unless otherwise specifically stated herein, the provisions of Bankruptcy Rule 9006(a)  
15 shall apply in computing any period of time prescribed or allowed herein. If the date on which a  
16 transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then  
17 such transaction shall instead occur on the next Business Day. Whenever a distribution of property  
18 is required to be made on a particular date, the distribution shall be made on such date or as soon  
19 as practicable thereafter.

### 17 **D. Governing Law**

18  
19 Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy  
20 Code and Bankruptcy Rules) or unless otherwise specifically stated herein, the laws of the State  
21 of Washington, without giving effect to the principles of conflict of laws, shall govern the rights,  
22 obligations, construction, and implementation of the Plan, any agreements, documents,  
23 instruments, or contracts executed or entered into in connection with the Plan (except as otherwise  
24 set forth in those agreements, in which case the governing law of such agreement shall control);  
25 provided that corporate or limited liability company governance matters relating to the Debtors or  
26 the Reorganized Debtors, as applicable, not incorporated or formed (as applicable) in the State of  
27 Washington shall be governed by the laws of the state of incorporation or formation (as applicable)  
28 of the applicable Debtor or Reorganized Debtor.

### 25 **E. Reference to Monetary Figures**

26 All references in the Plan to monetary figures shall refer to currency of the United States  
27 of America, unless otherwise expressly provided herein.

1                   **F.       Controlling Document**

2                   In the event of an inconsistency between the Plan and the Disclosure Statement, the terms  
3 of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the  
4 Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless  
5 stated otherwise in such Plan Supplement document or in the Confirmation Order). In the event of  
an inconsistency between the Confirmation Order and the Plan, the Disclosure Statement or the  
Plan Supplement, the Confirmation Order shall control.

6 **SECTION II.    CLASSIFICATION AND TREATMENT OF CLAIMS**

7                   **A.       General Overview**

8                   As required by the Bankruptcy Code, the Plan classifies claims and interests in various  
9 classes according to their right to priority of payments as provided in the Bankruptcy Code. The  
Plan states whether each Class of Claims or Interests is impaired or unimpaired. The Plan provides  
10 the treatment each Class will receive under the Plan.

11                   **B.       Limited Consolidation**

12                   Except as expressly provided in this Plan, each Debtor shall continue to maintain its  
13 separate corporate existence for all purposes other than the treatment of Claims and distributions  
14 under this Plan. Except as expressly provided in this Plan, the Exchange Debt Documents, the  
15 other Definitive Documents, or as otherwise ordered by the Court, on the Effective Date: (a) all  
16 assets and all liabilities of each of the Debtors shall be deemed merged or treated as though they  
17 were merged into and with the assets and liabilities of each other, (b) no distributions shall be made  
18 under this Plan on account of Intercompany Claims among the Debtors, and all such Claims shall  
19 be eliminated and extinguished, (c) all guaranties of the Debtors of the obligations of any other  
Debtor shall be deemed eliminated and extinguished so that any Claim against any Debtor and any  
20 guarantee thereof executed by any Debtor and any joint or several liability of any of the Debtors  
21 shall be deemed to be one obligation of the consolidated Debtors, (d) each and every Claim filed  
22 or to be filed in any of the Chapter 11 Cases shall be treated as if filed against the consolidated  
23 Debtors and shall be treated one Claim against and obligation of the consolidated Debtors, and (e)  
24 for purposes of determining the availability of the right of setoff under § 553, the Debtors shall be  
25 treated as one entity so that, subject to the other provisions of § 553, debts due to any of the Debtors  
26 may be set off against the debts of any of the other Debtors. Such consolidation shall not (other  
27 than for purposes relating to this Plan) affect the legal and corporate structures of the Reorganized  
28 Debtors. Notwithstanding anything in this Section to the contrary, all U.S. Trustee Fees, if any,  
shall be calculated on a separate legal entity basis for each Reorganized Debtor.

29                   **C.       Summary and Classification of Claims and Interests**

30                   This Section classifies Claims and Interests – except for Administrative Claims, Priority  
31 Tax Claims, Professional Fee Claims, and DIP Claims, which are not classified – for all purposes,  
32 including voting, Confirmation, and distribution under the Plan. A Claim or Interest is classified  
33 in a particular Class only to the extent that the Claim or Interest falls within the Class description.  
34 To the extent that part of the Claim or Interest falls within a different Class description, the Claim  
35 or Interest is classified in that different Class. The classification of Senior Secured Bond Debt

1 Claims and Senior Secured Credit Agreement Claims is an integral component of the Senior Debt  
2 9019 Settlement.

3 The following table summarizes the Classes of Claims and Interests under the Plan that are  
4 Allowed Claims:  
5

6 CLASS	7 DESCRIPTION	8 IMPAIRED/ 9 UNIMPAIRED	10 VOTING STATUS
11 1	12 Priority Claims	13 Unimpaired	14 Not Entitled to Vote / 15 Deemed to Accept
16 2A	17 Senior Secured Bond 18 Debt Claims	19 Impaired	20 Entitled to Vote
21 2B	22 Senior Secured Credit 23 Agreement Claims	24 Impaired	25 Entitled to Vote
26 2C	27 Other Secured Claims	28 Impaired	Entitled to Vote
3 3	4 Convenience Class 5 Claims	6 Impaired	7 Entitled to Vote
8 4	9 General Unsecured 10 Claims	11 Impaired	12 Entitled to Vote
13 4A	14 Insured Claims	15 Impaired	16 Entitled to Vote
17 5	18 Intercompany Claims	19 Eliminated Through 20 Consolidation of 21 Debtors	22 N/A

23 **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE PLAN, NO**  
24 **DISTRIBUTIONS WILL BE MADE AND NO RIGHTS WILL BE RETAINED ON**  
25 **ACCOUNT OF ANY CLAIM OR INTEREST THAT IS NOT AN ALLOWED CLAIM OR**  
26 **INTEREST.**

27 The treatment in this Plan is in full and complete satisfaction of the legal, contractual, and  
28 equitable rights (including any Liens) that each individual or Entity holding an Allowed Claim  
may have in or against Debtors, the Estates, or their respective property. This treatment supersedes  
and replaces any agreements or rights those individuals or Entities may have in or against Debtors,  
the Estates, or their respective property. Except as otherwise provided in this Plan, all distributions

1 in respect of Allowed Claims will be allocated first to the principal amount of such Allowed Claim,  
2 as determined for federal income tax purposes, and thereafter, to the remaining portion of such  
3 Allowed Claim, if any.

#### 4 **D. Unclassified Claims**

5 Certain types of Claims are not placed into voting classes; instead they are unclassified.  
6 They do not vote on the Plan because they are automatically entitled to specific treatment provided  
7 for them in the Bankruptcy Code. As such, Debtors have not placed the following Claims in a class.  
8 The treatment of these Claims is provided below.

#### 9 **1. Administrative Claims**

##### 10 **a. Types of Claims Entitled to Administrative Priority**

11 The following types of Claims are entitled to administrative priority under this Plan:  
12 Administrative Claims (including Ordinary Course Administrative Expense Claims), DIP Claims,  
13 Professional Fee Claims, U.S. Trustee Fees, 503(b)(9) Claims and Cure Payments. The foregoing  
14 claims, other than Ordinary Course Administrative Expense Claims and DIP Claims, are estimated  
15 to be Allowed in the approximate aggregate amount of \$4,624,674.

##### 16 **b. Administrative Claims Bar Date**

17 Holders of Administrative Claims incurred during the period from and after the Petition  
18 Date until the date of entry of the Administrative Claims Bar Date Order were required to File and  
19 serve a request for payment of such Administrative Claims and those that did not File and serve  
20 such a request by the Administrative Claims Bar Date are forever barred, estopped, and enjoined  
21 from asserting such Administrative Claims against the Debtors or their Estates, and such  
22 Administrative Claims shall be deemed discharged as of the Effective Date, except as provided in  
23 the Plan.

##### 24 **c. Supplemental Administrative Claims Bar Date**

25 Holders of Administrative Claims based upon liabilities incurred by the Debtors in the  
26 ordinary course of their business on or after the date the Administrative Claims Bar Date Order  
27 was entered but prior to the Effective Date must File and serve such Claims on the Reorganized  
28 Debtors within thirty (30) days after the Effective Date or such claims shall be forever barred  
against the Debtors or their Estates. Objections to the requests for payment of such Administrative  
Claims must be Filed and served on the Reorganized Debtors and the requesting party within  
twenty (20) days after the Filing of the applicable request for payment of such Administrative  
Claims.

Notwithstanding the foregoing, the following entities that hold Administrative Expense  
Claims do not need to assert an Administrative Expense Claim (collectively, the "Excluded  
Claims"):

a) Administrative Expense Claims based upon liabilities that the Debtors (other than  
SHC Medical Center - Yakima) incurred in the ordinary course of their business to providers of



1 goods and services. To be clear, Administrative Expense Claims held by vendors of goods and  
2 services to ARMC are not Excluded Claims and such vendors must file an Administrative Expense  
Claim;

3 b) Administrative Expense Claims arising out of the employment by one or more of  
4 the Debtors (other than SHC Medical Center - Yakima) of an individual after the Petition Date. To  
5 be clear, Administrative Expense Claims held by former employees of SHC Medical Center -  
6 Yakima who are no longer employed by a Debtor are not Excluded Claims and such former  
employees must file an Administrative Expense Claim;

7 c) Any entity that has already properly filed a motion requesting allowance of an  
8 administrative expense claim pursuant to § 503(b);

9 d) A holder of an Administrative Expense Claim that previously has been allowed by  
order of the Court;

10 e) A holder of an Administrative Expense Claim that has been paid in full by any of  
11 the Debtors pursuant to the Bankruptcy Code or in accordance with an Order of the Court; and

12 f) Any claims held by the Lapis Parties.

13 **d. Treatment of Administrative Claims**

14 **(i) Treatment of DIP Claims**

15 In accordance with the Senior Debt 9019 Settlement, all DIP Claims shall be shall be  
16 Allowed and satisfied, without setoff, reduction or subordination, by the exchange of DIP Claims  
17 for DIP Claims Exchange Debt with the attributes described in the schedule attached hereto in  
**Exhibit A** in the amount of all DIP Claims as of the Effective Date. This treatment of DIP Claims  
is an integral component of the Senior Debt 9019 Settlement.

18 **(ii) Treatment of Other Administrative Claims**

19 Except for Ordinary Course Administrative Expenses (which will be paid in the ordinary  
20 course of business) and DIP Claims, all Administrative Claims, including Cure Payments, 503(b)(9)  
21 Claims, and U.S. Trustee Fees, will be paid in full in Cash (a) on the later of the Effective Date or  
22 the date such Claims are Allowed under § 503, or (b) upon such other terms as may be mutually  
agreed upon between the Holder of such Claim and the Plan Proponents, and consistent with the  
terms of the Definitive Documents.

23 **2. Treatment of Professional Fee Claims**

24 All persons and entities seeking an award by the Court of professional fees on behalf of the  
25 Debtors (a) shall file their respective final applications for allowance of compensation for services  
26 rendered and reimbursement of expenses no later than forty-five (45) days after the Effective Date,  
27 and, (b) upon Court approval of such final application, shall receive, in full satisfaction, settlement,  
and release of, and in exchange for such Claim, from the Administrative and Priority Claims  
Reserve, Cash in such amounts as allowed by the Court (i) on the later of (A) the Effective Date

1 (or as soon thereafter as reasonably practicable) and (B) the date that is ten (10) days after the  
2 allowance date, or (ii) upon such other terms as may be mutually agreed upon between the holder  
3 of such Claim and the Plan Proponents, and consistent with the terms of the Definitive Documents.  
4 For the avoidance of doubt, estate Professionals may still receive interim compensation prior to  
5 the Effective Date if otherwise able to under existing court orders.

### 3. Priority Tax Claims

6 Priority Tax Claims are certain unsecured income, employment and other taxes described  
7 by § 507(a)(8).

8 During the Chapter 11 Cases, Debtors obtained Court authority to bring wages, benefits  
9 and payroll taxes current for the prepetition period, so no prepetition employment related taxes  
10 remain due. The Debtors have otherwise kept current on taxes.

11 Priority Tax Claims shall be paid in full in Cash from the Administrative and Priority  
12 Claims Reserve (a) on the later of the Effective Date or the date such Claim is allowed, (b) after  
13 the Effective Date, over a period not to exceed five years from the date of assessment of the subject  
14 tax, together with interest thereon at a rate satisfactory to the Debtors or such other rate as may be  
15 required by the Bankruptcy Code, or (c) upon such other terms as may be mutually agreed upon  
16 between the holder of such Claim and the Plan Proponents, and consistent with the terms of the  
17 Definitive Documents.

### 4. Administrative and Priority Claims Reserve

18 On the Effective Date or as soon as practicable thereafter, the Debtors or the Reorganized  
19 Debtors, as applicable, shall fund the Administrative and Priority Claims Reserve in Cash in the  
20 Administrative and Priority Claims Reserve Amount. Any amounts remaining in the  
21 Administrative and Priority Claims Reserve after payment of all Allowed Administrative, Priority,  
22 and Professional Fee Claims and the U.S. Trustee Fees shall be transferred to the Reorganized  
23 Debtors.

#### E. Classified Claims

##### 1. Class 1 - Priority Claims (Other than Priority Tax Claims)

24 Class 1 consists of Priority Claims against Debtors, other than Priority Tax Claims. These  
25 Priority Claims are entitled to priority treatment in that each Holder of such a Claim is entitled to  
26 receive Cash from the Administrative and Priority Claims Reserve on the Effective Date (or as  
27 soon as practicable thereafter) equal to the allowed amount of such Claim, unless the Class votes  
28 to accept deferred Cash payments of a value, as of the Effective Date, equal to the allowed amount  
of such Claims.

1 Excluded from this Class are (a) wage claims (including severance pay) in excess of the  
 2 statutory limit of \$13,650, and (b) PTO Claims in excess of the statutory limit of \$13,650 for  
 3 benefits. Such Claims will be treated as General Unsecured Claims in Class 4.<sup>3</sup>

4 CLASS #	DESCRIPTION	INSIDER (Y/N)	IMPAIRED (Y/N)	TREATMENT
6 1	7 Priority 8 unsecured claims 9 alleged pursuant 10 to Code §§ 11 507(a)(4) and (5) 12 13 Total Amount = 14 Unknown	No	No	Paid in cash in full on later of Effective Date or when Allowed

12 **2. Classes 2A, 2B and 2C - Secured Claims**

13 Classes 2A, 2B and 2C consist of Secured Claims against Debtors. Secured Claims are  
 14 claims secured by liens on property of the Estate. The treatment of Senior Secured Bond Debt  
 15 Claims and Senior Secured Credit Agreement Claims is an integral component of the Senior Debt  
 9019 Settlement. The Secured Claims shall be treated as follows:

16 CLASS #	DESCRIPTION	INSIDER (Y/N)	IMPAIRED (Y/N)	TREATMENT
18 2A	19 Senior Secured 20 Bond Debt 21 Claims 22 23 Total Estimated Amount = \$43,571,500.00, less any amount(s) paid	No	Yes	In accordance with the Senior Debt 9019 Settlement, all Senior Secured Bond Debt Claims shall be Allowed and reinstated without setoff, reduction or subordination on the terms of the Exchange Debt Documents in the amount of all such Senior

24 <sup>3</sup> Employees may have accumulated paid time off (“PTO”) that the employees were able to roll forward  
 25 from year to year, or cash out at retirement or departure. With limited exception regarding certain  
 26 employees who were employed by SHC Medical Center - Yakima, separated after January 1, 2020 and then  
 27 rehired by another Debtor and who were paid on account of unused PTO earned while at SHC Medical  
 28 Center - Yakima or provided with an allowed claim, the Reorganized Debtors will assume the PTO Claims  
 for retained employees of the Hospital, and PTO will be allowed to be used on the same terms and  
 conditions as before Petition Date.

	down prior to the Effective Date pursuant to pending asset sale pleadings.  Actual amount subject to per diem adjustment.			Secured Bond Debt Claims as of the Effective Date.
2B	Senior Secured Credit Agreement Claims  Total Estimated Amount = \$13,162,397.26  Actual amount subject to per diem adjustment.	No	Yes	In accordance with the Senior Debt 9019 Settlement, all Senior Secured Credit Agreement Claims shall be Allowed and satisfied, without setoff, reduction, subordination or challenge, by the exchange of all Senior Secured Credit Agreement Claims for Senior Secured Credit Agreement Exchange Debt with the attributes described in the schedule attached hereto in <b>Exhibit A</b> in the amount of all Senior Secured Credit Agreement Claims as of the Effective Date.
2C	Other Secured Claims	No	Yes	On or as soon as practicable after the Effective Date, each Holder of an allowed Other Secured Claim against the Debtors will receive from the assets of the Debtors, at the discretion of the Plan Proponents (i) cash equal to the full amount of its Claim, (ii) a reinstated note on the same payment and collateral terms as its prior Claim, (iii) a return of collateral securing the Claim against the Debtor, with any deficiency to result in a General Unsecured Claim, or (iv) such less favorable treatment to which the Holder otherwise agrees.

1                                   **3.       Class 3 - Convenience Class Claims**

2           Class 3 consists of Convenience Class Claims, meaning those General Unsecured Claims  
3 that are either (i) less than or equal to five thousand dollars (\$5,000), or (ii) if the Claim amount is  
4 greater than five thousand dollars (\$5,000), a General Unsecured Claim with respect to which the  
5 Holder has made a Convenience Class Election and thus accepted a maximum of one thousand  
6 dollars (\$1,000) as payment of such Holder’s Claim in full. As used herein, “Convenience Class  
7 Election” means the timely election by a Holder of a General Unsecured Claim in the amount of  
8 five thousand dollars (\$5,000) or greater to have such entire General Unsecured Claim be treated  
9 as a claim in the Convenience Class (Class 3), in which case the portion of such General Unsecured  
10 Claim in excess of \$5,000 shall be discharged in full on the Effective Date.

11           The Convenience Class Claims shall be treated as follows:

12 <b>CLASS #</b>	13 <b>DESCRIPTION</b>	14 <b>INSIDER (Y/N)</b>	15 <b>IMPAIRED (Y/N)</b>	16 <b>TREATMENT</b>
17           3	18           Convenience Class 19           Claims  20           Total Amount = Est. 21           Allowed amount of 22           \$1,611,501, <sup>4</sup> assuming 23           all claimants with 24           Claims between 25           \$5,000 and \$10,000 26           elect Class 3 treatment	27           No	28           Yes	29           To be paid 20% of 30           allowed amount of 31           claim up to a 32           maximum of \$1,000, 33           on the Effective Date 34           or as soon as 35           practicable thereafter.  36           There shall be no 37           limitation on the 38           number of 39           Convenience Class 40           members.

41                                   **4.       Classes 4 and 4A – General Unsecured Claims Not Otherwise Classified  
42                                   and Insured General Unsecured Claims**

43           Class 4 consists of General Unsecured Claims. Class 4A is a subclass consisting of General  
44 Unsecured Claims that are also Insured Claims. Class 4 and 4A Claims do not include claims  
45 arising under any assumed contracts and leases, which shall be treated as Administrative Claims  
46 and paid or otherwise satisfied according to the terms of the assumed contract or lease and any  
47 order of the Court authorizing its assumption. To the extent any Class 4 or 4A Claim is paid in the  
48 ordinary course of business by any party that has reached a prior agreement with Debtors, such

---

49           <sup>4</sup>This amount is based on General Unsecured Claims filed. The Debtors believe that this amount will  
50 materially reduce following the claims adjudication process.

1 Claim will be deemed satisfied and shall not receive a distribution under the Plan. Otherwise, the  
 2 Class 4 and 4A Claims shall be treated as follows:

CLASS #	DESCRIPTION	INSIDER (Y/N)	IMPAIRED (Y/N)	TREATMENT
4	General Unsecured Claims (Not Otherwise Classified)  Total Amount = Approximately \$101,950,399.80 <sup>5</sup>	No	Yes	Holders of Allowed General Unsecured Claims shall receive, on one or more GUC Distribution Dates, a <i>Pro Rata</i> share of the Net GUC Distribution Trust Assets.
4A	Insured Claims	No	Yes	Subject to the terms and conditions set forth in <u>Section III.N</u> below, Holders of Allowed Insured Claims in Class 4A shall recover only from the available insurance and Debtors shall be discharged to the extent of any such excess.  As of the Effective Date, all Insured Claims are Disputed.

18 **5. Class 5 - Intercompany Claims**

19 All intercompany claims shall be expunged and eliminated through the limited  
 20 consolidation of the Debtors unless otherwise indicated in the Plan Supplement.

21 **SECTION III. MEANS OF IMPLEMENTING THE PLAN**

22 **A. The Senior Debt 9019 Settlement**

23 The Plan is centered around the settlement of all rights and claims associated with the DIP  
 24 Claims, Senior Secured Bond Debt Claims and Senior Secured Credit Agreement Claims (the  
 25 “Senior Debt 9019 Settlement”). The Senior Debt 9019 Settlement is comprised of (i) the  
 classification and treatment of the DIP Claims, Senior Secured Bond Debt Claims and Senior

26 \_\_\_\_\_  
 27 <sup>5</sup> This amount of is based on General Unsecured Claims filed. The Debtors believe that this amount will  
 28 materially reduce following the claims adjudication process.



1 Secured Credit Agreement Claims and other Lapis Parties prepetition Claims as specified in this  
2 Plan, (ii) the issuance (or reinstatement, as applicable) of the debt instruments (the “Exchange  
3 Debt”) described in the schedule attached hereto as Exhibit A and more specifically in the  
4 Exchange Debt Documents, and (iii) the release and exculpation terms for the Lapis Parties as  
5 specified in this Plan.

6 The treatment and distributions provided for herein with respect to the DIP Claims, Senior  
7 Secured Bond Debt Claims, Senior Secured Credit Agreement Claims and other Lapis Parties  
8 prepetition Claims under the Senior Debt 9019 Settlement reflect a compromise and settlement of  
9 numerous complex issues including the Debtors’ obligation to satisfy the DIP Claim on the  
10 Effective Date, the scope, extent and value of the collateral associated with the Senior Secured  
11 Bond Debt Claims and Senior Secured Credit Agreement Claims and related matters. The  
12 settlement provides final resolution of all issues relating to the DIP Claims and the rights and  
13 benefits of Lapis Parties, and the validity, enforceability and priority of the Senior Secured Bond  
14 Debt Claims and Senior Secured Credit Agreement Claims. Pursuant to the Senior Debt 9019  
15 Settlement, subject to the occurrence of the Effective Date, each prepetition Claim reflected in a  
16 proof of claim filed by the Lapis Parties in the Chapter 11 Cases that is not a Senior Secured Bond  
17 Debt Claim or Senior Secured Credit Agreement Claim shall be Allowed as a General Unsecured  
18 Claim in the liquidated amount specified therein.

19 The Plan shall constitute a motion to approve the Senior Debt 9019 Settlement. Subject to  
20 the occurrence of the Effective Date, entry of the Confirmation Order shall constitute approval of  
21 the Senior Debt 9019 Settlement pursuant to Bankruptcy Rule 9019 (which is inclusive of the  
22 releases by the Debtors and their Estates against the Lapis Parties) and a finding by the Bankruptcy  
23 Court that the Senior Debt 9019 Settlement is in the best interest of the Debtors and their Estates.  
24 If the Effective Date does not occur the Senior Debt 9019 Settlement shall be deemed to have been  
25 withdrawn without prejudice to the respective positions of the parties.

### 26 **B. The Committee Plan Settlement**

27 The Plan also embodies the Committee Plan Settlement set forth in the Term Sheet. The  
28 treatment of General Unsecured Claims provided for herein consistent with the Term Sheet reflects  
a compromise and settlement of numerous complex issues including, but not limited to, those set  
forth in the *Limited Objection of Official Committee of Unsecured Creditors to Motion for an  
Order Approving: (i) Proposed Disclosure Statement; (ii) Solicitation and Voting Procedures; (iii)  
Notice and Objection Procedure for Confirmation of Joint Plan of Reorganization; and (iv)  
Granting Related Relief* filed at docket number 1624. The Committee Plan Settlement provides  
final resolution of all issues relating to the treatment of General Unsecured Claims under this Plan.  
The Plan shall constitute a motion to approve the Committee Plan Settlement pursuant to  
Bankruptcy Rule 9019 and a finding by the Bankruptcy Court that the Committee Plan Settlement  
is in the best interest of the Debtors and their Estates. If the Effective Date does not occur, the  
Committee Plan Settlement shall be deemed to have been withdrawn without prejudice to the  
respective positions of the parties.

1                   **C.     Vendor Claims**

2           The Debtors (or the Reorganized Debtors, if after the Effective Date) and the Lapis Parties,  
3 in consultation with the Committee (or the GUC Distribution Trustee, if after the Effective Date),  
4 will jointly use their best efforts to settle or otherwise resolve each of the Debtors' Vendor Claims  
subject to the following principles:

5           Prior to the Effective Date, the Debtors (with the prior consent of the Lapis Parties) shall  
6 have the right to settle any and all Vendor Claims in their sole and absolute discretion after  
7 consultation with the Committee, and the Committee shall not have the right to object to any such  
settlement.

8           After the Effective Date, the Liquidation Trustee shall have the right of the Liquidation  
9 Trust (including any consent terms by the primary beneficiaries) to settle any and all Vendor  
10 Claims after consultation with the Debtors and the Committee, and the Debtors, Committee, and  
GUC Distribution Trustee shall not have the right to object to such settlement.

11           Prior to or after the Effective Date, the Debtors (with the prior consent of the Lapis Parties)  
12 or the Liquidation Trustee (subject to the terms of the Liquidation Trust, including any consent  
13 terms by the primary beneficiaries) may commence and prosecute litigation to resolve the Vendor  
Claims. Consent shall be conditioned on, *inter alia*, the retention of counsel and retention terms  
acceptable to the Lapis Parties.

14                   **D.     Corporate Actions**

15           AH NP 2 is currently a wholly owned non-debtor subsidiary of Astria Health. AH NP2 is  
16 a 501(c)(3) Washington non-profit corporation. On the Effective Date of the Plan, AH NP2 will  
17 amend its articles and bylaws to become the sole member of Astria Health on terms acceptable to  
18 the Lapis Parties. Astria Health will also amend its articles and bylaws to change Astria Health  
from a no-member non-profit corporation to a single member non-profit corporation on terms  
acceptable to the Lapis Parties.

19           On the Effective Date, simultaneously with the matters reflected in this Section  
20 immediately above, AH System, a newly created non-debtor entity, will assume the non-  
21 discharged debt of the Debtors in exchange for AH NP2's transfer of its sole membership interest  
22 in Astria Health to AH System. AH System is a freestanding Washington non-profit corporation.  
There is no overlap of directors between AH System and Astria Health or any of the Astria Health  
23 subsidiaries (including AH NP2). The AH System bylaws shall be on terms acceptable to the Lapis  
Parties.

24           The Lapis Parties have agreed to reinstatement of the Senior Secured Bond Debt Claims  
which will be paid by the Reorganized Debtors over time.

25           Also on the Effective Date, AH System will issue (or reinstate, as applicable) the Exchange  
26 Debt and otherwise execute and deliver the Exchange Debt Documents.

27           From the filing of this Plan in the Chapter 11 Cases through the Effective Date (the  
28 "Performance Period"), each Board Trustee of the Debtors shall direct the Debtors' officers and

1 others to (a) afford to AH System and the Lapis Parties reasonably full and complete access during  
2 normal business hours to and the right to inspect the plants, properties, books, accounts, records  
3 and all other relevant documents and information with respect to the assets, liabilities and business  
4 of the Debtors, (b) furnish AH System and the Lapis Parties with such additional financial and  
5 operating data and other information as to businesses and properties of the Debtors as AH System  
6 or the Lapis Parties may from time to time reasonably request, and (c) cause the Debtors to (i) use  
7 commercially reasonable efforts to maintain and preserve each Debtor's respective business  
8 organizations and its respective relationships with physicians, suppliers, customers and others  
9 having business relationships with the Debtors, provided that this provision does not prevent the  
10 Debtors from assuming or rejecting executory contracts or unexpired leases or otherwise  
11 terminating such relationships in the ordinary course of business pursuant to such applicable  
12 provisions as are set forth in the Plan; and (ii) satisfy the conditions precedent to the occurrence of  
13 the Effective Date. Each Board Trustee shall otherwise direct the Debtors' officers and employees  
14 to reasonably and promptly cooperate with AH System and its authorized representatives and  
15 attorneys in AH System's efforts to satisfy the conditions precedent to the occurrence of the  
16 Effective Date.

11 **E. The GUC Distribution Trust**

12 **1. Establishment of GUC Distribution Trust**

13 On the Effective Date, all GUC Distribution Trust Assets shall be contributed and  
14 transferred to the GUC Distribution Trust for the benefit of the GUC Distribution Trust  
15 Beneficiaries. The GUC Distribution Trust Assets shall pass to the GUC Distribution Trust free  
16 and clear of all Claims and interests in accordance with § 1141. The Confirmation Order shall  
17 constitute a determination that the transfer of the GUC Distribution Trust Assets to the GUC  
18 Distribution Trust is legal, valid, and consistent with the laws of the State of Washington. The  
19 transfer of the GUC Distribution Trust Assets to the GUC Distribution Trust on the Effective Date  
20 shall include the transfer and assignment of any and all GUC Distribution Trust Avoidance Actions.  
21 The GUC Distribution Trustee shall have exclusive standing to waive, commence, prosecute, or  
22 settle any GUC Distribution Trust Avoidance Actions in the GUC Distribution Trustee's discretion.

23 For federal and applicable state income tax purposes, all parties (including, without  
24 limitation, the Debtors, the GUC Distribution Trustee, and the beneficiaries of the GUC  
25 Distribution Trust) shall treat the transfer of the GUC Distribution Trust Assets to the GUC  
26 Distribution Trust in accordance with the terms of this Plan as a sale by the Debtors of such Assets  
27 to the GUC Distribution Trust at a selling price equal to the fair market value of such Assets on  
28 the Effective Date. The GUC Distribution Trust shall be treated as the owner of all the Assets it  
holds.

24 The GUC Distribution Trust will be governed in accordance with the terms of a GUC  
25 Distribution Trust Agreement prepared by the Committee in consultation with the Debtors and the  
26 Lapis Parties, which shall contain provisions customary to trust agreements utilized in comparable  
27 circumstances, including, but not limited to, any and all provisions necessary to ensure the  
28 treatment of the GUC Distribution Trust as a grantor trust. The GUC Distribution Trustee will be  
selected by the Committee after consultation with the Debtors and the Lapis Parties and will have

1 the rights, powers, privileges, immunities, and obligations set forth in the GUC Distribution Trust  
2 Agreement.

3 All parties shall execute any documents or other instruments as necessary to cause title to  
4 the applicable GUC Distribution Trust Assets to be transferred to the GUC Distribution Trust. The  
5 GUC Distribution Trust Assets will be held in trust for the benefit of Holders of Allowed General  
6 Unsecured Claims pursuant to the terms of the Plan and the GUC Distribution Trust Agreement.

## 7 8 **2. Powers and Authority of the GUC Distribution Trustee**

9 The powers of the GUC Distribution Trustee shall be set forth in full in the GUC  
10 Distribution Trust Agreement and shall include, among other things, subject to the limitations set  
11 forth in this Plan and the requirements set forth in a Plan Supplement: (a) the power to use,  
12 distribute, abandon, or otherwise dispose of all GUC Distribution Trust Assets; (b) the power to  
13 effect distributions under this Plan to the Holders of Allowed General Unsecured Claims; (c) the  
14 authority to pay all costs and expenses of administering the GUC Distribution Trust after the  
15 Effective Date (including the GUC Post-Effective Date Expenses), including the power to employ  
16 and compensate professionals and other Entities to assist the GUC Distribution Trustee in carrying  
17 out the duties hereunder (subject to the Reorganized Debtors' approval of professional fees as  
18 described in Section E.6. below), and to obtain and pay premiums for insurance and any other  
19 powers necessary or incidental thereto; (d) the power to implement all aspects of this Plan relating  
20 to the GUC Distribution Trust, including any other powers necessary or incidental thereto; (e) the  
21 authority to settle Claims, applicable Causes of Action, including GUC Avoidance Actions, or  
22 disputes as to amounts owing to or from the by Holders of General Unsecured Claims consistent  
23 with the terms of this Plan; (f) the authority to participate in any post-Effective Date motions to  
24 amend or modify this Plan or the GUC Distribution Trust Agreement, or appeals from the  
25 Confirmation Order; (g) the authority to participate in actions to enforce or interpret this Plan; (h)  
26 the power to bind the GUC Distribution Trust; and (i) the power to establish accounts in the name  
27 of the GUC Distribution Trust for the purpose of effectuating the Plan and administering the GUC  
28 Distribution Trust. Each of the foregoing powers may be exercised by the GUC Distribution  
Trustee without further order of the Court.

21 The GUC Distribution Trustee, in his or her sole discretion, shall have the authority to  
22 allocate and reallocate GUC Distribution Trust Assets (including Cash, and including any reserves  
23 necessary to effectuate the terms of this Plan) as necessary to effectuate the Plan without further  
24 application to, or approval of, the Court, to the extent such allocation or reallocation would not be  
25 inconsistent with the terms of this Plan. In the event that the GUC Distribution Trustee determines  
26 that the effectuation of the Plan or an equitable distribution to Holders of Allowed General  
27 Unsecured Claims requires allocation or reallocation of GUC Distribution Trust Assets in a manner  
28 that would otherwise be inconsistent with any term of this Plan (including for the purposes of  
distribution under the Plan), the GUC Distribution Trustee shall have the authority to make such  
allocation or reallocation with approval of the Court upon application to the Court.

1                   **3.       Employment and Compensation of the GUC Distribution Trustee**

2           The GUC Distribution Trustee shall serve without bond and shall receive compensation for  
3   serving as GUC Distribution Trustee as set forth in the GUC Distribution Trust Agreement. At  
4   any time after the Effective Date and without further application to or Order of the Court, the GUC  
5   Distribution Trustee may employ and compensate Persons or Entities, including professionals  
6   (which may, but need not, include Professionals previously or currently employed in the Chapter  
7   11 Cases) reasonably necessary to assist the GUC Distribution Trustee in the performance of his  
8   or her duties under the GUC Distribution Trust Agreement and this Plan. Such Persons or Entities  
9   shall be compensated and reimbursed by the GUC Distribution Trustee for their reasonable and  
10   necessary fees and out of pocket expenses on a monthly basis in arrears, subject to the Reorganized  
11   Debtors' approval of professional fees as described in Section E.6. below.

12                   **4.       GUC Distribution Trustee as Successor in Interest to the Committee**

13           The GUC Distribution Trustee is the successor in interest to the Committee, and thus, after  
14   the Effective Date, to the extent this Plan requires or authorizes an action by the Committee, the  
15   action shall be taken by the GUC Distribution Trustee on behalf of the Committee.

16           For the avoidance of doubt, any obligation of the Debtors under this Plan with respect to  
17   the Committee or the GUC Distribution Trust that remains unperformed as of the Effective Date,  
18   or that is required to be performed on or after the Effective Date, shall become an obligation of the  
19   Reorganized Debtors as of the Effective Date, and shall be satisfied in full and performed by the  
20   Reorganized Debtors consistent with the provisions of the Plan.

21                   **5.       GUC Distribution Trust's Post-Effective Date Expenses**

22           Subject to Section III.E.6 below, all expenses related to the GUC Distribution Trustee's  
23   implementation of the Plan and administration of the GUC Distribution Trust incurred from and  
24   after the Effective Date through the date on which the GUC Distribution Trust is dissolved will be  
25   expenses of the GUC Distribution Trust, and the GUC Distribution Trustee will disburse funds  
26   from the GUC Distribution Trust Assets as appropriate for purposes of paying the GUC Post-  
27   Effective Date Expenses of the GUC Distribution Trust without the need for any further  
28   application to or Order of the Court. The GUC Post-Effective Date Expenses shall include, but  
29   are not limited to, the fees and expenses of the GUC Distribution Trustee; the fees and expenses  
30   of the professionals employed by the GUC Distribution Trustee (subject to the Reorganized  
31   Debtors' approval of professional fees as described in Section E.6. below); and other costs,  
32   expenses, and obligations of the GUC Distribution Trust until the date the GUC Distribution Trust  
33   is terminated in accordance with Section III.F and the GUC Distribution Trust Agreement. The  
34   GUC Distribution Trustee, in his or her sole discretion, on and after the Effective Date, shall have  
35   authority to establish, increase, and/or decrease any reserves as reasonably necessary and  
36   appropriate to account for and pay the GUC Post-Effective Date Expenses.

37                   **6.       Post-Effective Date Expenses Relating to Claims Reconciliation and**  
38                   **Vendor Claims**

39           Consistent with Section V.A below, reasonable attorneys' fees and expenses and other  
40   professional fees and expenses incurred by the GUC Distribution Trust (including the GUC



1 Distribution Trustee's fees and expenses) attributable to services rendered in connection with the  
2 General Unsecured Claim reconciliation process will be paid by the Reorganized Debtors. Further,  
3 reasonable attorneys' fees and expenses incurred by the GUC Distribution Trust (including the  
4 GUC Distribution Trustee's fees and expenses), not to exceed one hundred thousand dollars  
5 (subject to increase by agreement of the GUC Distribution Trustee, the Reorganized Debtors, and  
6 the Lapis Parties), attributable to services rendered in connection with the Vendor Claims  
7 (including consultation with the Debtors, Reorganized Debtors, Liquidation Trustee, and/or Lapis  
8 Parties regarding the Vendor Claims) will be paid by the Reorganized Debtors.

9 All fees and expenses payable by the Reorganized Debtors pursuant to this Section III.E.6  
10 shall be subject to the following payment provisions:

11 The applicable professionals (including the GUC Distribution Trustee) will submit  
12 invoices, redacted as necessary to preserve any applicable privileges or protections, for the services  
13 described in this Section III.E.6 on a monthly basis to the Reorganized Debtors for review and  
14 approval. Upon receipt of an invoice, the Reorganized Debtors shall have ten (10) Business Days  
15 to communicate any dispute or objection to the requested fees and expenses to the applicable  
16 professional. In the event that no dispute or objection is communicated to the applicable  
17 professional within the ten (10) Business Day objection period, the Reorganized Debtors shall pay  
18 the requested fees and expense within twenty (20) days after the expiration of the objection period.  
19 To the extent that the Reorganized Debtors communicate any dispute or objection to the applicable  
20 professional within the ten (10) Business Day objection period, (i) the Reorganized Debtors shall  
21 pay any undisputed portion of the requested fees and expenses within twenty (20) days after the  
22 expiration of the objection period and (iii) the Reorganized Debtors and the applicable professional  
23 shall use reasonable efforts to resolve the dispute or objection during the twenty (20) days  
24 following the expiration of the objection period. If the Reorganized Debtors and the applicable  
25 professional are not able to resolve the dispute or objection during the twenty (20) days following  
26 the expiration of the objection period, the Reorganized Debtors and the applicable professional  
27 may seek resolution of the dispute or objection by the Court through the filing of a formal objection  
28 or motion to compel payment consistent with the terms of the Plan, as applicable.

## 7. GUC Distribution Reserve

19 Prior to making a distribution to any Holders of Allowed General Unsecured Claims under  
20 the Plan, the GUC Distribution Trustee may place in reserve and/or in a separate account any funds  
21 that may be needed to pay General Unsecured Claims that are Disputed and General Unsecured  
22 Claims that have otherwise not been Allowed in the event that all or a portion of such Claims  
23 become Allowed. When a General Unsecured Claim is Allowed or Disallowed (and thus becomes  
24 an Allowed Claim or a Disallowed Claim, in whole or in part), the funds set aside on account of  
25 such Claim may be released from the reserve and shall be available for distribution in accordance  
26 with the terms of this Plan to either (i) the Holder of the General Unsecured Claim that has become  
27 an Allowed Claim, or (ii) if Disallowed, the Holders of Allowed General Unsecured Claims. The  
28 GUC Distribution Trustee, in his or her sole discretion, on and after the Effective Date, shall have  
authority to increase or decrease such as reasonably necessary and appropriate, and upon  
satisfaction of all Allowed General Unsecured Claims required to be paid from the reserve, to  
transfer amounts held therein for distribution pursuant to the Plan.



1                   **8.         GUC Distribution Trust Income Tax Status**

2                   For federal income tax purposes, all parties (including, without limitation, the Debtors, the  
3 GUC Distribution Trustee, and the beneficiaries of the GUC Distribution Trust) shall treat the  
4 GUC Distribution Trust as a liquidating trust within the meaning of Treasury Income Tax  
5 Regulation section 301.7701-4(d) and IRS Revenue Procedure 94-45, 1994-2 C.B. 124. For  
6 federal income tax purposes, the transfer of Assets to the GUC Distribution Trust under the Plan  
7 shall be treated as a deemed transfer to the beneficiaries of the GUC Distribution Trust in  
8 satisfaction of their Claims followed by a deemed transfer of the Assets by the beneficiaries to the  
9 GUC Distribution Trust. For federal income tax purposes, the beneficiaries will be deemed to be  
10 the grantors and owners of the GUC Distribution Trust and its assets. For federal income tax  
11 purposes, the GUC Distribution Trust will be taxed as a grantor trust within the meaning of IRC  
12 sections 671-677 (a non-taxable pass-through tax entity) owned by the beneficiaries. The GUC  
13 Distribution Trust will file federal income tax returns as a grantor trust under IRC section 671 and  
14 Treasury Income Tax Regulation section 1.671-4 and report, but not pay tax on, the GUC  
15 Distribution Trust’s tax items of income, gain, loss deductions, and credits (“Tax Items”). The  
16 beneficiaries will report such Tax Items on their federal income tax returns and pay any resulting  
17 federal income tax liability. All parties will use consistent valuations of the assets transferred to  
18 the GUC Distribution Trust for all federal income tax purposes. The assets shall be valued based  
19 on the GUC Distribution Trustee’s good faith determination of their fair market value.

20                   **F.         Termination of the GUC Distribution Trust**

21                   The existence of the GUC Distribution Trust and the authority of the GUC Distribution  
22 Trustee will commence as of the Effective Date and will remain and continue in full force and  
23 effect until the earlier of (a) the date on which all of the GUC Distribution Trust Assets are  
24 liquidated in accordance with the Plan, the funds in the GUC Distribution Trust have been  
25 completely distributed in accordance with the Plan, all tax returns and any other filings or reports  
26 have been filed with the appropriate state or federal regulatory authorities, and the Order closing  
27 the Chapter 11 Cases is a Final Order or (b) five (5) years after the date of creation of the GUC  
28 Distribution Trust, unless extended by the Court as provided in the GUC Distribution Trust  
Agreement.

At such time as the GUC Distribution Trust has been fully administered (*i.e.*, when all things requiring action by the GUC Distribution Trustee have been done and the Plan has been substantially consummated) and in all events within sixty (60) days after the Final GUC Distribution Date, the GUC Distribution Trustee will file a notice of the final distribution from the GUC Distribution Trust with the Court.

23                   **G.         Establishment of Liquidation Trust**

24                   On the Effective Date, except as otherwise provided in the D&O Cause of Action  
25 Agreement consistent with Section III.H below, all Liquidation Trust Assets shall be contributed  
26 to the Liquidation Trust subject to a Liquidation Trust Agreement acceptable to the Debtors and  
27 the Lapis Parties and the appointment of a Liquidation Trustee acceptable to the Lapis Parties in  
28 their sole discretion.

1 In the event any Liquidation Trust Assets are liquidated, the proceeds of such liquidation  
2 shall be used to fund AH System's operating cash account up to an amount equal to the lesser of  
3 \$10 million or 30 days cash on hand and then to pay the Exchange Debt in accordance with the  
Exchange Debt Documents.

#### 4 **H. Prosecution of D&O Causes of Action**

5 The D&O Causes of Action shall be preserved for the benefit of the Debtors' Estates and  
6 their creditors. The mechanism for (a) the vesting, revesting, and/or transfer of the D&O Causes  
7 of Action and any related insurance policies (including the D&O Insurance Policies), (b) the  
8 prosecution and/or settlement or other resolution of the D&O Causes of Action (including the  
9 funding of the fees and costs attendant to such prosecution and/or settlement or other resolution),  
and (c) the sharing of any proceeds of the D&O Causes of Action shall be subject to further  
agreement between the Lapis Parties and the Committee (the "D&O Cause of Action Agreement"),  
which shall be filed as part of the Plan Supplement.

#### 10 **I. Post-Confirmation Management**

11 Reorganized Debtors, controlled by AH System as the sole member, will provide the  
12 management for the Hospitals after the Effective Date. The Debtors' Executive Services  
13 Agreement with AHM, Inc. ("AHM") will be rejected as of the earlier of the date ordered by the  
14 Court on a motion to reject the agreement, the Effective Date, or such other date as may be  
15 specified in the Confirmation Order. It is currently expected that all AHM employees currently  
serving as officers or employees of the Debtors will be offered employment by AH System,  
effective on the Effective Date.

16 To the extent necessary to implement the Plan, AH System, will govern pursuant to  
17 amended and restated bylaws and other corporate documents. The new directors for the  
18 Reorganized Debtors will be set forth in the Plan Supplement and whose composition is subject to  
(a) applicable law and (b) the consent of the Lapis Parties. The new directors will also obtain  
management on terms acceptable to AH System.

#### 19 **J. Termination of the Committee and Appointment of POC**

20 On the Effective Date, the Committee shall be deemed dissolved, the retention and  
21 employment of the Committee's Professionals shall be deemed terminated, and the members of  
22 the Committee shall be deemed released and discharged of and from all further authority, duties,  
23 responsibilities, and obligations related to and arising from and in connection with the Chapter 11  
24 Cases, other than for purposes of filing and/or objecting to final fee applications filed in the  
25 Chapter 11 Cases. The Professionals retained by the Committee shall not be entitled to  
26 compensation or reimbursement of expenses for any services rendered or expenses incurred after  
the Effective Date in their capacities as Professionals of the Committee, except for services  
27 rendered and expenses incurred in connection with (i) any applications by such Professionals for  
allowance of compensation and reimbursement of expenses pending on the Effective Date or  
28 timely Filed after the Effective Date as provided in the Plan, as approved by the Court, and (ii) any  
services necessary to effectuate the provisions of the Plan.

1 On the Effective Date, a POC consisting of not less than three (3) Persons or Entities that  
2 are beneficiaries of the GUC Distribution Trust. The identities of the Persons and/or Entities that  
3 will serve on the POC as of the Effective Date will be filed as part of the Plan Supplement. The  
4 POC's sole function and responsibility shall be to advise the GUC Distribution Trustee in the  
5 performance of the GUC Distribution Trustee's duties and obligations under the Plan with respect  
6 to the administration of the GUC Distribution Trust for the benefit of Holders of Allowed General  
Unsecured Claims. The members of the POC shall serve without compensation but may be  
reimbursed for reasonable expenses incurred in the performance of their duties as members of the  
POC.

7 **K. Creation of Administrative and Priority Claims Reserve**

8 On the Effective Date or as soon as reasonably practicable thereafter, the Debtors shall  
9 fund, and the Reorganized Debtors shall establish and thereafter maintain, the Administrative and  
10 Priority Claims Reserve with the Administrative and Priority Claims Reserve Amount, subject to  
11 the Administrative, Professional and Priority Claims Cap, in an authorized depository in the state  
12 of Washington, which funds shall vest in the Reorganized Debtors free and clear of all Liens,  
13 Claims, encumbrances, charges, and other interests, except as otherwise specifically provided in  
14 the Plan or in the Confirmation Order. Funds in the Administrative and Priority Claims Reserve  
15 shall be used by the Reorganized Debtors only for the payment of U.S. Trustee Fees and  
16 Administrative Claims, Priority Claims, and Professional Fee Claims Allowed after the Effective  
17 Date to the extent that such Allowed Claims have not been paid in full on or prior to the Effective  
18 Date. To the extent not otherwise provided herein or ordered by the Court, the Reorganized  
19 Debtors shall estimate appropriate reserves of Cash to be set aside in order to pay or reserve for  
Disputed Administrative Claims, Priority Claims, and Professional Fee Claims. Any amounts set  
aside to pay or reserve for Disputed Administrative Claims, Priority Claims, and Professional Fee  
Claims shall include the amounts needed to fund the ongoing costs and expenses of such reserve,  
including, without limitation, taxes in respect of Disputed Administrative Claims, Priority Claims,  
and Professional Fee Claims, if any. Any amounts remaining in the Administrative and Priority  
Claims Reserve after payment of all Allowed Administrative Claims, Priority Claims, and  
Professional Fee Claims and the U.S. Trustee Fees shall be transferred to the Reorganized Debtors  
and thereafter be subject to the terms of the Exchange Debt Documents.

20 **L. Objections to Claims**

21 After the Effective Date, the Reorganized Debtors (and with respect to General Unsecured  
22 Claims, the GUC Distribution Trustee) will have the authority and obligation to review,  
23 compromise, and object to any Claims other than Allowed Claims consistent with Section V hereof.  
24 The Reorganized Debtors (and with respect to General Unsecured Claims, the GUC Distribution  
25 Trustee) will: (i) have the authority, without Court approval or approval by the GUC Distribution  
26 Trustee or any other person or entity, to compromise, release or settle any Claim where the Claim  
27 has an asserted face value of \$25,000 or less and (ii) be required to seek an order of the Court  
28 approving the compromise, release or settlement of any Claim that has an asserted value of greater  
than \$500,000, with notice and opportunity for hearing required with respect to such compromise,  
release or settlement. If the Reorganized Debtors (and with respect to General Unsecured Claims,  
the GUC Distribution Trustee) seek to compromise, release or settle any Claim where the Claim  
has an asserted face value of between \$25,000 and \$500,000, the Reorganized Debtors (and with

1 respect to General Unsecured Claims, the GUC Distribution Trustee) will provide at least five (5)  
2 Business Days' advance notice of the same to the Lapis Parties, the GUC Distribution Trustee, and  
3 the Reorganized Debtors, as applicable, and the opportunity to object within such notice period.  
4 If the Lapis Parties, the GUC Distribution Trustee, or the Reorganized Debtors, as applicable,  
5 object and the objection is not resolved consensually, the Reorganized Debtors (and with respect  
6 to General Unsecured Claims, the GUC Distribution Trustee) may seek approval of the  
7 compromise, release or settlement by the Court on an expedited basis.

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**M. Claims Paid or Payable by Third Parties**

Subject to the terms of Section III.N below regarding Class 4A Insured Claims, Claims paid and/or payable by third parties, irrespective of classification, shall be treated as follows:

**1. Claims Paid by Third Parties**

A Claim shall be reduced in full, and such Claim shall be Disallowed without a Claim objection having to be filed and without any further notice to or action, order, or approval of the Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor or a Distributing Party. To the extent a Holder of a Claim receives a distribution under the Plan on account of such Claim and receives payment from a party that is not a Debtor or a Distributing Party on account of such Claim, such Holder shall, within two weeks of receipt thereof, repay or return the distribution to the applicable Debtor or Distributing Party to the extent the holder's total recovery on account of such Claim from the third party and under the Plan exceeds the Allowed amount of such Claim.

**2. Claims Payable by Third Parties**

No distribution under the Plan shall be made on account of an Allowed Claim that is payable by a party that is not a Debtor or a Distributing Party, including pursuant to any insurance policy under which any Debtor is a covered party or beneficiary (including the Insurance Policies), until the Holder of such Allowed Claim has exhausted all remedies with respect to such third party or insurance policy. To the extent that one or more of the Debtors' insurers or another third party agrees to satisfy in full or in part an Allowed Claim, then immediately upon such agreement, the applicable portion of such Claim may be Disallowed and expunged without a Claim objection having to be filed and without any further notice to or action, order, or approval of the Court.

**N. Special Issues Regarding Insured Claims**

Under the terms of Debtors' various insurance policies, Debtors may owe deductible amounts on account of Insured Claims for personal injury and medical malpractice. After the Effective Date of the Plan (unless an order modifying the automatic stay has been entered at an earlier date), Holders of Insured Claims shall be enjoined by the injunction established by the Confirmation Order from commencing or continuing any enforcement action to collect such Claim against the Estate.

Consistent with the foregoing, distributions under the Plan to each Holder of an Allowed Insured Claim shall be recoverable only from the available insurance and Debtors shall be discharged to the extent of any such excess. Further, the Plan shall not expand the scope of, or alter

1 in any other way, the rights and obligations of Debtors' insurers under their policies, and Debtors'  
2 insurers shall retain any and all defenses to coverage that such insurers may have, including the  
3 right to contest and/or litigate with any party, including Debtors, the existence, primacy and/or  
4 scope of available coverage under any alleged applicable policy. The Plan shall not operate as a  
waiver of any other Claims that Debtors' insurers have asserted or may assert in any proof of Claim  
or Debtors' rights and defenses to such proofs of Claim.

#### 5 **O. Distributions of Property Under the Plan**

6 The following procedures set forth in the Plan apply to distributions made pursuant to the  
7 Plan whether by (i) Debtors as to the Effective Date Distributions, or (ii) the Reorganized Debtors  
8 or GUC Distribution Trustee as to all post-Effective Date Distributions (each of Reorganized  
9 Debtors, the GUC Distribution Trustee, or the Debtors, a "Distributing Party"). In connection with  
10 the Plan, to the extent applicable, the applicable Distributing Party shall comply with all tax  
withholding and reporting requirements imposed on it by any Governmental Unit, and all  
distributions pursuant to the Plan shall be subject to such withholding and reporting requirements.

11 **Notwithstanding any other provision of this Plan (i) each Holder of an Allowed**  
12 **Unsecured Claim that is to receive a distribution pursuant to this Plan shall have sole and**  
13 **exclusive responsibility for the satisfaction and payment of any tax obligations imposed by**  
14 **any Governmental Unit, including income, withholding, and other tax obligations, on**  
15 **account of such distribution, and (b) no distribution shall be made to or on behalf of such**  
16 **Holder pursuant to the Plan unless and until such Holder has made arrangements**  
17 **satisfactory to the Distributing Party for the payment and satisfaction of such income,**  
18 **withholding, and other tax obligations or such tax obligation that would be imposed upon**  
19 **any disbursing agent in connection with such distribution. Any property distributed**  
20 **pursuant to the Plan shall, pending the implementation of such arrangements, be treated as**  
21 **an undeliverable distribution under the Plan.**

#### 22 **P. Manner of Cash Payments Under the Plan**

23 Cash payments to domestic Entities holding Allowed Claims will be tendered in U.S.  
24 Dollars and will be made by checks drawn on a domestic bank or by wire transfer from a domestic  
25 bank. Payments made to any foreign creditors holding Allowed Claims may be paid, at the option  
26 of the Distributing Party in such funds and by such means as are necessary or customary in a  
27 particular foreign jurisdiction.

#### 28 **Q. No Distributions With Respect to Disputed Claims**

No payments of Cash or distributions of other property or other consideration of any kind  
shall be made on account of any Disputed Claim unless and until such Claim becomes an Allowed  
Claim or is deemed to be such for purposes of distribution, and then only to the extent that the  
Claim becomes, or is deemed to be for distribution purposes, an Allowed Claim. Unless otherwise  
provided herein, any Holder of a Claim that becomes an Allowed Claim after the Effective Date  
will receive any unpaid distribution that otherwise would have been payable under the Plan on the  
Next Payment Date after the date that such Claim becomes an Allowed Claim or as soon thereafter  
as practicable.



1                   **R.      Record Date for Distribution**

2                   On the Distribution Record Date, the Distributing Party shall be authorized and entitled to  
3 recognize only those record Holders listed on the Claims Register as of the close of business on  
4 the Distribution Record Date. The foregoing terms shall not apply to distributions to the Lapis  
5 Parties, their successors and assigns with respect to DIP Claims as well as under Class 2A and  
6 Class 2B of this Plan.

7                   **S.      Delivery of Distributions**

8                   The Distributing Party shall make distributions to each Holder of an Allowed Claim by  
9 mail as applicable as follows: (a) at the address set forth on the proof of Claim filed by such Holder  
10 of an Allowed Claim; (b) at the address set forth in any written notice of address change Filed with  
11 the Court, delivered to the Distributing Party, and reflected on the Claims Register after the date  
12 of any related proof of Claim; (c) at the address reflected in the Schedules if no proof of Claim is  
13 filed and no written notice of address change has been Filed with the Court, delivered to the  
14 Distributing Party, and reflected on the Claims Register; and (d) with respect to the Lapis Parties,  
15 as directed by the Lapis Parties.

16                   **T.      Undeliverable and Unclaimed Distributions**

17                   Subject to the terms of any settlement agreement, if the distribution to the Holder of any  
18 Allowed Claim is returned as undeliverable, no further distribution shall be made to such Holder  
19 unless and until the Distributing Party is notified in writing of such Holder's then current address.  
20 Subject to the other provisions of the Plan, undeliverable distributions shall remain in the  
21 possession of the Distributing Party pursuant to this Section until such time as a distribution  
22 becomes deliverable. Undeliverable Cash distributions shall not be entitled to any interest,  
23 dividends, or other accruals of any kind. Any check that is not cashed or otherwise deposited  
24 within three months after the check's date shall be deemed an undeliverable distribution under this  
25 Plan.

26                   Any Holder of an Allowed Claim who does not assert a Claim in writing for an  
27 undeliverable distribution within one year after the date such distribution was due shall no longer  
28 have any Claim to or interest in such undeliverable distribution, and shall be forever barred from  
receiving any distributions under this Plan, or from asserting a Claim against the Debtors or their  
property, or the GUC Distribution Trust and its assets, and the Claim giving rise to the  
undeliverable distribution will be discharged.

Nothing contained in the Plan shall require the Distributing Party to attempt to locate any  
Holder of an Allowed Claim.

**U.      Estimation of Disputed Claims for Distribution Purposes**

On and after the Effective Date, the Reorganized Debtors (and with respect to General  
Unsecured Claims, the GUC Distribution Trustee), may move for a Court order estimating any  
Disputed Claim. The estimated amount of any Disputed Claim so determined by the Court shall  
constitute the maximum recovery that the Holder thereof may recover after the ultimate liquidation  
of its Disputed Claim, irrespective of the actual amount ultimately Allowed



1                   **V. Minimum Distributions**

2                   If the amount of Cash to be distributed to the Holder of an Allowed Claim is less than fifty  
3 dollars (\$50) on a particular distribution date, the Distributing Party may hold the Cash  
4 distributions to be made to such Holders until the aggregate amount of Cash to be distributed to  
5 each applicable Holder is in an amount equal to or greater than fifty dollars (\$50). Notwithstanding  
6 the preceding sentence, if the aggregate amount of Cash distributions owed to any Holder of an  
7 Allowed Claim under the Plan never equals or exceeds fifty dollars (\$50), then the Distributing  
8 Party shall not be required to distribute Cash to any such Holder.

9                   **W. Rounding**

10                  Whenever any payment of a fraction of a cent would otherwise be called for under the Plan,  
11 the actual payment shall reflect a rounding of such fraction to the nearest whole cent, with one-  
12 half cent being rounded up to the nearest whole cent.

13                  **X. Full Satisfaction**

14                  The Distributing Party shall make, and each Holder of a Claim shall receive, the  
15 distributions provided for in the Plan for full satisfaction and discharge of such Claim.

16                  **Y. Distributions Free and Clear**

17                  Except as otherwise provided in this Plan, any distributions under the Plan shall be free  
18 and clear of any Liens, Claims, and encumbrances, and no Entity other than the Entity receiving  
19 the distribution, including any Debtor, shall have any interest (legal, beneficial, or otherwise) in  
20 any property distributed.

21                  **Z. Conditions Precedent to Plan Confirmation**

22                  The conditions precedent to confirmation of the Plan shall include: (a) a final order, finding  
23 that the Disclosure Statement contains adequate information pursuant to § 1125, shall have been  
24 entered by the Court; (b) the proposed Confirmation Order will be in form and substance  
25 satisfactory to the Lapis Parties and the Committee; (c) the Plan, including any amendments,  
26 modifications or supplements thereto, and all documentation contemplated by the Plan and the  
27 terms set forth in any Plan Supplement and the Definitive Documentation, shall be in form and  
28 substance satisfactory to the Lapis Parties (and, with respect to any portion of the Plan Supplement  
relating to the Committee Plan Settlement, including, *inter alia*, the GUC Distribution Trust, the  
Committee); (e) and any order authorizing the DIP Agreement shall be in full force and effect,  
shall not have been terminated and there shall be no ongoing event of default; and (f) the Exchange  
Debt Documents shall be in a form acceptable to the Plan Proponents.

**AA. Conditions to Effectiveness**

                  The Plan shall not become binding unless and until the Effective Date occurs. The Effective  
Date is the first Business Day (a) that is at least fourteen days after the Confirmation Date; (b) on  
which no stay of the Confirmation Order is in effect; and (c) on which all of the following  
conditions have been satisfied as set forth below or waived:

1                                   **1.     Conditions**

2                                   (a)     The Confirmation Order shall have become a Final Order;

3                                   (b)     Execution of the Definitive Documents, including the Exchange  
4 Debt Documents;

5                                   (c)     The actual and anticipated Allowed Administrative, Professional  
6 and Priority Claims do not exceed the Allowed Administrative, Professional and Priority Claims  
7 Cap;

8                                   (d)     There has been compliance with the terms specified in Section III.D  
9 of this Plan;

10                                  (e)     The bylaws of AH System, AH NP2, the Debtors and their affiliates  
11 shall be acceptable to the Lapis Parties; and

12                                  (f)     All such other actions, documents, and agreements the Debtors,  
13 Lapis Parties, and the Committee determine are necessary to implement the Plan shall have been  
14 effected or executed.

15                                  The Debtors shall file and serve a “Notice of Occurrence of Effective Date” to all Holders  
16 of record of Claims and Interests as of the date of entry of the Confirmation Order.

17                                   **2.     Waiver of Conditions**

18                                  Except as otherwise specified herein, the requirement that the conditions to the occurrence  
19 of the Effective Date be satisfied may be waived in whole or in part, and the time within which  
20 any such conditions must be satisfied may be extended, by the Debtors with the prior written  
21 consent of the Lapis Parties and the Committee. The failure to timely satisfy or waive any of such  
22 conditions may be asserted regardless of the circumstances giving rise to the failure of such  
23 condition to be satisfied, including any action or inaction by the Debtors. The failure of the Debtors  
24 to exercise any of the foregoing rights shall not be deemed a waiver of any other rights and each  
25 such right shall be deemed ongoing and subject to assertion at any time.

26                                  **BB.    Authorization of Entity Action**

27                                  Each of the matters provided for under this Plan involving the Entity structure of Debtors  
28 or Entity action to be taken by or required of Debtors shall, as of the Effective Date, be deemed to  
have occurred and be effective as provided herein, and shall be authorized, approved and, to the  
extent taken prior to the Effective Date, ratified in all respects without any requirement of further  
action by creditors or Board Trustees of the Debtors.

**CC.    Reservation of Fair and Equitable (Cram Down) Power**

                                  Debtors reserve the right to confirm this Plan as to any impaired Class that does not accept  
the Plan by the requisite number of votes pursuant to the fair and equitable power of § 1129(b).

1 **SECTION IV. TREATMENT OF MISCELLANEOUS ITEMS**

2 **A. Assumption of Executory Contracts**

3 **1. Assumptions**

4 On or before the Voting Deadline, AH System will File the “Schedule of Assumed  
5 Agreements” and serve it on the parties to agreements listed on the schedule. AH System reserves  
6 the right to amend the Schedule of Assumed Agreements at any time prior to the Voting Deadline  
7 to: (a) delete any Executory Contract from the Schedule of Assumed Agreements and provide for  
8 its rejection under the Plan or (b) add any Executory Contract and provide for its assumption under  
9 the Plan or otherwise, subject to the right of the counterparty to object to such transfer within ten  
10 (10) Business Days after notice with a right to a hearing thereon, and subject to the requirement  
11 that Debtor must reserve amounts for Disputed Cure Payments in the full amounts claimed by  
12 objecting contract counterparties. On the Effective Date, Debtors will assume all Executory  
13 Contracts set forth on the Schedule of Assumed Agreements. The Confirmation Order will  
14 constitute a Court order approving the assumption, as of the Effective Date, of the Executory  
15 Contracts not rejected under the Plan, subject to the requirement that Debtors must reserve amounts  
16 for Disputed Cure Payments in the full amounts claimed by objecting contract counterparties to  
17 contracts to be assumed.

18 **2. Cure Payments**

19 Any monetary amounts by which each Executory Contract to be assumed is in default shall  
20 be satisfied, pursuant to § 365(b)(1), by payment from the Administrative and Priority Claims  
21 Reserve, of the default amount (as set forth in the Debtors’ books and records), a schedule of which  
22 will be Filed and served by the Voting Deadline, in full in Cash on the later of the Effective Date  
23 or when such Cure Claim is Allowed, or on such other terms as the parties to each such Executory  
24 Contract may otherwise agree. In these Chapter 11 Cases, prior to Confirmation of the Plan, some  
25 known Cure Payments will have already been paid or resolved by stipulation or agreement. In the  
26 event of a dispute regarding (a) the amount of any Cure Payments, (b) the ability of Reorganized  
27 Debtors to provide “adequate assurance of future performance” (within the meaning of § 365)  
28 under the contract or lease to be assumed, or (c) any other matter pertaining to assumption, the  
cure payments required by § 365(b)(1) shall be made following the entry of a Final Order resolving  
the dispute and approving the assumption. Pending the Court’s ruling on such motion, the  
Executory Contract at issue shall be deemed assumed by Reorganized Debtors as of the Effective  
Date, unless otherwise ordered by the Court on a motion to reject the agreement, and the Debtors  
will reserve amounts for Disputed Cure Payments in the full amounts claimed by objecting contract  
counterparties. In no event shall the GUC Distribution Trust be liable or otherwise responsible for  
any Cure Payment. Further, the GUC Distribution Trustee shall have no authority to direct or  
otherwise oppose any assumption or rejection of an Executory Contract.

29 **3. Objections to Assumption**

30 Any Entity who is a party to an Executory Contract that will be assumed under the Plan  
31 must File with the Court and serve upon interested parties a written statement and supporting  
32 declaration stating the basis for any objection to assumption by no later than seven (7) days after  
33

1 the filing of the Schedule of Assumed Agreements (“Assumption Objections”). Any Entity that  
2 fails to timely File and serve such a statement and declaration will be deemed to waive any and all  
3 objections to the proposed assumption of its contract or lease. Debtors must file and serve its reply  
4 with respect to any Assumption Objections by no later than five (5) days after the filing of an  
Assumption Objection. A hearing on the Assumption Objections will take place at the  
Confirmation Hearing, or as soon thereafter as the Court is available.

5 In the absence of a timely objection by an Entity who is a party to an Executory Contract,  
6 the Confirmation Order shall constitute a conclusive determination as to the amount of any cure  
7 and compensation due under the Executory Contract, and that Reorganized Debtors have  
demonstrated adequate assurance of future performance with respect to such Executory Contract.

#### 8 **4. Resolution of Claims Relating to Assumed Agreements**

9 In accordance with the procedures set forth in Section IV.A relating to the Cure Payments  
10 and objections to assumption, payment of the Cure Payments with respect to Executory Contracts  
11 that will be assumed under the Plan shall be deemed to satisfy, in full, any prepetition or post-  
12 petition arrearage or other Claim asserted in a Filed proof of Claim or listed in the Schedules,  
irrespective of whether the Cure Payment is less than the amount set forth in such proof of Claim  
or the Schedules. Upon the tendering of the Cure Payment, such Claim shall be Disallowed,  
without further order of the Court or action by any party.

#### 13 **B. Rejection of Executory Contracts**

##### 14 **1. Rejected Agreements**

15 Immediately prior to the Effective Date, all Executory Contracts of the Debtors will be  
16 deemed rejected in accordance with the provisions and requirements of §§ 365 and 1123 except  
17 those Executory Contracts that (i) have been assumed by order of the Court, (ii) are subject to a  
18 motion to assume pending on the Effective Date, or (iii) have been identified on a list of assumed  
19 contracts to be filed with the Court prior to the Voting Deadline, which shall be a date prior to the  
Effective Date of the Plan. The Confirmation Order will constitute a Court order approving such  
rejections of Executory Contracts as of the Effective Date pursuant to §§ 365 and 1123.

##### 20 **2. Bar Date for Rejection Damage Claims**

21 Any Claim for damages arising from the rejection under the Plan of an Executory Contract  
22 must be Filed and served upon counsel to the Debtors within 30 days after the entry of an order  
(including the Confirmation Order) approving such rejection. Any such Claims that are not timely  
23 Filed and served will be forever barred and unenforceable against Debtors, the Estate, Reorganized  
24 Debtors, the GUC Distribution Trust, and their respective property, and Entities holding these  
25 Claims will be barred from receiving any distribution under the Plan on account of such untimely  
claims.

##### 26 **3. Post-Petition Contracts and Leases**

1 Except as set forth in the Schedule of Assumed Agreements or as otherwise expressly  
2 provided in the Plan or the Confirmation Order, all contracts, leases, and other agreements that  
3 Debtors entered into after Petition Date will be rejected by Reorganized Debtors.

### 4 **C. Indemnification Obligations**

5 Subject to the occurrence of the Effective Date, the obligations of the Debtors as of the  
6 Effective Date to indemnify, defend, reimburse, or limit the liability of employees, attorneys, other  
7 professionals and agents of the Debtors, and such current and former employees', attorneys', other  
8 professionals' and agents' of the Debtors, and such current respective Affiliates, respectively,  
9 against any Claims or Causes of Action under the Indemnification Provisions or applicable law,  
10 shall survive Confirmation, shall be assumed by the Debtors and assigned to the Reorganized  
11 Debtors and will remain in effect after the Effective Date if such indemnification, defense,  
12 reimbursement, or limitation is owed in connection with an event occurring before the Effective  
13 Date; provided, however, that, notwithstanding anything herein to the contrary, the obligation of  
14 the Reorganized Debtors to fund such Indemnification Provisions shall be limited to the extent of  
15 coverage available under any Reorganized Debtor Insurance Policies.

### 16 **D. Lapis Parties Fees and Expenses**

17 As an integral component of the Senior Debt 9019 Settlement, to the extent not previously  
18 paid prior to the Effective Date or in connection with this Plan, the fees and expenses of each of  
19 the Lapis Parties shall be deemed Allowed Administrative Claims and shall be paid in Cash on the  
20 Effective Date.

### 21 **E. Changes in Rates Subject to Regulatory Commission Approval**

22 Debtors are not subject to governmental regulatory commission approval of their rates.

## 23 **SECTION V. PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, 24 AND DISPUTED CLAIMS AND INTERESTS**

### 25 **A. Joint Pursuit of Reconciliation, Objections to, and/or Settlement of Asserted 26 General Unsecured Claims**

27 The GUC Distribution Trustee and the Debtors will jointly pursue the reconciliation,  
28 objections to, and/or settlement of asserted General Unsecured Claims consistent with the terms  
of this Section V. To the extent a dispute arises between the GUC Distribution Trustee and the  
Debtors as to the proposed treatment of an asserted General Unsecured Claim, either party shall  
have standing and the right to submit the matter to the Court for a determination, subject to the  
other party's right to oppose the requested relief.

Reasonable attorneys' fees and expenses and other professional fees and expenses  
(including the GUC Distribution Trustee's fees and expenses) incurred by the GUC Distribution  
Trust attributable to services rendered in connection with the General Unsecured Claim  
reconciliation process will be paid by the Reorganized Debtors.

1 The Debtors and Reorganized Debtors, as applicable, will cooperate with and provide  
2 reasonable assistance the GUC Distribution Trustee, as applicable, including reasonable access to  
3 information and personnel, in connection with the General Unsecured Claim reconciliation process.

4 **B. Resolution of Disputed Claims**

5 **1. Allowance of Claims and Interests**

6 On and after the Effective Date, the Reorganized Debtors (and with respect to General  
7 Unsecured Claims, the GUC Distribution Trustee), shall have and shall retain any and all rights  
8 and defenses that the Debtors had with respect to any Claim or Interest, except with respect to any  
9 Claim or Interest deemed Allowed as of the Effective Date. Except as expressly provided in the  
10 Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the  
11 Confirmation Order), no Claim or Interest shall become an Allowed Claim or Interest unless and  
12 until such Claim or Interest is deemed Allowed under the Plan or the Bankruptcy Code or the Court  
13 has entered a Final Order, including the Confirmation Order, in the Chapter 11 Cases allowing  
14 such Claim.

15 **2. Prosecution of Objections to Claims**

16 On or after the Effective Date, the Reorganized Debtors (and with respect to General  
17 Unsecured Claims, the GUC Distribution Trustee), shall have the authority to File objections to  
18 Claims, and the exclusive authority, subject to Section V.A of this Plan, to settle, compromise,  
19 withdraw, or litigate to judgment objections on behalf of the Debtors' Estates to any and all Claims,  
20 except with respect to any Claim or Interest deemed Allowed as of the Effective Date. From and  
21 after the Effective Date, the Reorganized Debtors (and with respect to General Unsecured Claims,  
22 the GUC Distribution Trustee) shall have the sole authority, subject to Section V.A of this Plan, to  
23 administer and adjust the Claims Register with respect to Claims to reflect any such settlements or  
24 compromises and no further notice to or action, order, or approval of the Court with respect to  
25 such settlements or compromises shall be required.

26 **3. Claims Estimation**

27 On and after the Effective Date, the Reorganized Debtors (and with respect to General  
28 Unsecured Claims, the GUC Distribution Trustee) may, at any time, request that the Court estimate  
(a) any Disputed Claim pursuant to applicable law and (b) any contingent or unliquidated Claim  
pursuant to applicable law, in each case regardless of whether the Debtors, the Reorganized  
Debtors, or any other party have previously objected to such Claim or whether the Court has ruled  
against the objecting party on any such objection, and the Court shall retain jurisdiction under 28  
U.S.C. §§ 157 and 1334 to the maximum extent permitted by law as determined by the Court to  
estimate any such Disputed Claim, contingent Claim, or unliquidated Claim, including during the  
litigation concerning any objection to any Claim or during the pendency of any appeal relating to  
any such objection.

Notwithstanding any provision otherwise in the Plan to the contrary, a Claim that has been  
expunged from the Claims Register but that is subject to appeal or has not been the subject of a  
Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Court.  
In the event that the Court estimates any Disputed Claim, contingent Claim, or unliquidated Claim,



1 that estimated amount shall constitute either the Allowed amount of such Claim or a maximum  
2 limitation on such Claim for all purposes under the Plan, including for purposes of distributions,  
3 and the Reorganized Debtors (or the GUC Distribution Trustee, as applicable) may elect to pursue  
4 additional objections to the ultimate distribution on such Claim. If the estimated amount constitutes  
5 a maximum limitation on such Claim, the Reorganized Debtors (or the GUC Distribution Trustee,  
6 as applicable) may elect to pursue any supplemental proceedings to object to any ultimate  
7 distribution on account of such Claim. Notwithstanding § 502(j), in no event shall any Holder of  
8 a Claim that has been estimated pursuant to § 502(c) or otherwise be entitled to seek  
9 reconsideration of such estimation unless such Holder has Filed a motion requesting the right to  
10 seek such reconsideration on or before 21 days after the date on which such Claim is estimated.  
11 All of the aforementioned Claims and objection, estimation, and resolution procedures are  
12 cumulative and not exclusive of one another. Claims may be estimated and subsequently  
13 compromised, settled, withdrawn, or resolved by any mechanism approved by the Court.

#### 9 **4. Expungement or Adjustment to Claims Without Objection**

10 Any Claim that has been paid, satisfied, or superseded may be expunged on the Claims  
11 Register by the Reorganized Debtors (and with respect to General Unsecured Claims, the GUC  
12 Distribution Trustee) or the Claims and Noticing Agent at the Reorganized Debtors' (and with  
13 respect to General Unsecured Claims, the GUC Distribution Trustee's) direction, and any Claim  
14 that has been amended may be adjusted thereon by the Reorganized Debtors (and with respect to  
15 General Unsecured Claims, by the GUC Distribution Trustee) without a Claims objection having  
16 to be Filed and without any further notice to or action, order, or approval of the Court.

#### 15 **5. Deadline to File Objections to Claims or Interests**

16 Any objections to Claims or Interests shall be Filed no later than the Claims Objection Bar  
17 Date.

#### 17 **C. Disallowance of Claims**

18 Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated,  
19 or disputed, and for which no Proof of Claim is or has been timely Filed, is Disallowed and shall  
20 be expunged without further action by the Debtors and without further notice to any party or action,  
21 approval, or Order of the Court.

22 To the maximum extent provided by § 502(d), except as otherwise provided in this Plan,  
23 all Claims of any Entity from which property is recoverable by the GUC Distribution Trustee under  
24 §§ 542, 543, 550, or 553 or that the GUC Distribution Trustee alleges is a transferee of a transfer  
25 that is avoidable under §§ 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) shall be Disallowed  
26 if (a) the Entity, on the one hand, and the GUC Distribution Trustee, on the other hand, agree or it  
27 has been determined by Final Order that such Entity or transferee is liable to turnover any property  
28 or monies under any of the aforementioned sections of the Bankruptcy Code, and (b) such Entity  
or transferee has failed to turnover such property by the date set forth in such agreement or Final  
Order.

1                                   **D.      Disallowance of Untimely Claims**

2           Except as expressly provided in this Plan or otherwise agreed by the Reorganized Debtors  
3 (and with respect to General Unsecured Claims, the GUC Distribution Trustee) on and after the  
4 Petition Date, any and all Holders of proofs of Claim filed after the applicable bar date (including  
5 the Administrative Claims Bar Date, the Claims Bar Date, the Governmental Bar Date, and the  
6 Supplemental Bar Date) shall not be treated as creditors or claimants for purposes of voting or  
7 distribution under this Plan unless, on or before the Voting Deadline or the Confirmation Date, as  
8 applicable, such untimely proofs of Claim are deemed timely filed by a Final Order of the Court.

9           Claims for which proofs of Claim or requests for Allowance were required to be filed by a  
10 bar date occurring before the Effective Date, and with respect to which no proof of Claim or request  
11 for Allowance was filed before the applicable bar date, shall be forever Disallowed, barred, and  
12 discharged in their entirety as of the Effective Date, and shall not be enforceable against the  
13 Debtors, their Estates, the Reorganized Debtors, or the GUC Distribution Trust, unless such proofs  
14 of Claim or requests for Allowance are deemed timely filed by a Final Order of the Court before  
15 the Effective Date.

16           Claims for which proofs of Claim or requests for Allowance are required to be filed after  
17 the Effective Date pursuant to this Plan, and with respect to which no proof of Claim or request  
18 for Allowance is filed by the applicable deadline, shall be forever Disallowed, barred, and  
19 discharged in their entirety as of the applicable deadline, and shall not be enforceable against the  
20 Debtors, their Estates, the Reorganized Debtors, or the GUC Distribution Trust.

21                                   **E.      Amendments to Claims**

22           After the Confirmation Date, a Claim or Interest may not be filed or amended without the  
23 authorization of the Court and any such new or amended Claim or Interest Filed shall be deemed  
24 Disallowed and expunged without any further notice to or action, order, or approval of the Court;  
25 provided, that such Holder may amend the Claim or Interest Filed solely to decrease, but not to  
26 increase, the amount, number, or priority of such Claim or Interest, unless otherwise provided by  
27 the Court.

28                                   **F.      No Interest**

          Unless otherwise specifically provided for in the Plan, by applicable law (including,  
without limitation, § 506(b)), or agreed to by, as applicable, the Debtors, the Committee, the  
Reorganized Debtors, or the GUC Distribution Trustee, interest shall not accrue or be paid on any  
Claim, and no Holder of any Claim shall be entitled to interest accruing on and after the Petition  
Date on account of any Claim. Without limiting the foregoing, interest shall not accrue or be paid  
on any Claim after the Effective Date to the extent the final distribution paid on account of such  
Claim occurs after the Effective Date.

**SECTION VI.   RETENTION OF JURISDICTION**

          Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective  
Date, on and after the Effective Date, the Court shall retain jurisdiction over the Chapter 11 Cases

1 and all matters arising out of, or related to, the Chapter 11 Cases and the Plan, including jurisdiction  
2 to:

3 1. Allow, Disallow, determine, liquidate, classify, estimate, or establish the priority,  
4 Secured or unsecured status, or amount of any Claim, including the resolution of any request for  
5 payment of any Administrative Claim and the resolution of any and all objections to the Secured  
6 or unsecured status, priority, amount, or Allowance of Claims; provided that, for the avoidance of  
7 doubt, the Court's retention of jurisdiction with respect to such matters shall not preclude the  
8 Debtors or the Reorganized Debtors, as applicable, from seeking relief from any other court,  
9 tribunal, or other legal forum of competent jurisdiction with respect to such matters;

10 2. decide and resolve all matters related to the granting and denying, in whole or in  
11 part, any applications for allowance of compensation or reimbursement of expenses to  
12 professionals authorized pursuant to the Bankruptcy Code or the Plan;

13 3. resolve any matters related to (i) the assumption or assumption and assignment of  
14 any Executory Contract to which a Debtor is a party or with respect to which a Debtor may be  
15 liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising  
16 therefrom, including Claims related to the rejection of an Executory Contract, cure costs pursuant  
17 to § 365, or any other matter related to such Executory Contract; and (ii) any dispute regarding  
18 whether a contract or lease is or was executory or unexpired;

19 4. adjudicate, decide, or resolve any controversies, if any, with respect to distributions  
20 to Holders of Allowed Claims;

21 5. adjudicate, decide, or resolve any motions, adversary proceedings, contested, or  
22 litigated matters, and any other matters, and grant or deny any applications involving a Debtor that  
23 may be pending on the Effective Date;

24 6. adjudicate, decide, or resolve any and all matters related to Causes of Action;

25 7. adjudicate, decide, or resolve any and all matters related to § 1141;

26 8. enter and implement such orders as may be necessary or appropriate to execute,  
27 implement, or consummate the provisions of the Plan and all contracts, instruments, releases,  
28 indentures, and other agreements or documents created in connection with the Plan or the  
Disclosure Statement;

9. enforce any order for the sale of property pursuant to §§ 363, 1123, or 1146(a);

10. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise  
in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's  
obligations incurred in connection with the Plan;

11. issue injunctions, enter and implement other orders, or take such other actions as  
may be necessary or appropriate to restrain interference by any Entity with Consummation or  
enforcement of the Plan;

1 12. resolve any cases, controversies, suits, disputes, or Causes of Action with respect  
2 to the settlements, compromises, discharges, releases, injunctions, exculpations, and other  
3 provisions contained in Section VII and enter such orders as may be necessary or appropriate to  
implement such releases, injunctions, and other provisions;

4 13. enter and implement such orders as are necessary or appropriate if the Confirmation  
5 Order is for any reason modified, stayed, reversed, revoked, or vacated;

6 14. determine any other matters that may arise in connection with or relate to the Plan,  
7 the Disclosure Statement, the Confirmation Order, or the Plan Supplement, including any matter  
arising in connection with or otherwise relating to the Liquidation Trust or GUC Distribution Trust;

8 15. adjudicate any and all disputes arising from or relating to distributions under the  
9 Plan or any transactions contemplated therein;

10 16. adjudicate, decide, or resolve any motions, adversary proceedings, contested or  
11 litigated matters, and any other matters, and grant or deny any applications involving a Debtor that  
12 may be pending on the Effective date, including *Washington State Nurses Association v. SHC*  
13 *Medical Center - Yakima and Astria Health*, Adv. Pro. No. 20-80005 (Bankr. E.D. Wa.); *Astria*  
14 *Health, et al. v. United States Small Business Administration and Jovita Carranza*, Adv. Pro. No.  
20-80016 (Bankr. E.D. Wa.); and *Yakima HMA, LLC and Yakima HMA Physician Management,*  
*LLC v. SHC Medical Center - Yakima and SHC Medical Center - Toppenish*, Adv. Pro. No. 20-  
80018 (Bankr. E.D. Wa.);

15 17. consider any modifications of the Plan, to cure any defect or omission, or to  
reconcile any inconsistency in any Court order, including the Confirmation Order;

16 18. determine requests for the payment of Claims entitled to priority pursuant to § 507;

17 19. hear and determine matters concerning state, local, and federal taxes in accordance  
18 with §§ 346, 505, and 1146 (including the expedited determination of taxes under § 505(b));

19 20. hear and determine matters concerning exemptions from state and federal  
20 registration requirements in accordance with § 1145;

21 21. hear and determine all disputes involving the existence, nature, or scope of the  
22 release provisions set forth in the Plan, including any dispute relating to any liability arising out of  
the termination of employment or the termination of any employee or retiree benefit program,  
regardless of whether such termination occurred prior to or after the Effective Date;

23 22. enforce all orders previously entered by the Court;

24 23. hear any other matter not inconsistent with the Bankruptcy Code;

25 24. enter an order concluding or closing the Chapter 11 Cases; and

26 25. enforce the compromise, settlement, injunction, release, and exculpation provisions  
27 set forth in Section VII.

1 **SECTION VII. EFFECT OF CONFIRMATION OF PLAN**

2 **A. Discharge**

3 This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims  
4 shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any  
5 nature whatsoever arising prior to the Effective Date, including any interest accrued on such  
6 Claims from and after the Petition Date (except as otherwise ordered by the Court), against the  
7 Debtors, the Estates and their property.

8 Except as otherwise provided in the Plan or the Confirmation Order or in any Executory  
9 Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the  
10 Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on  
11 the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and  
12 their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all  
13 debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all  
14 debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof  
15 of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed  
16 pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not  
17 accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c)  
18 preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or  
19 their respective property any Claims based upon any act or omission, transaction, or other activity  
20 of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid  
21 other than under the Plan, Debtors will be deemed discharged and released with respect to such  
22 Claim and such Claim and shall not receive a distribution under the Plan.

23 Except as otherwise provided in the Plan or the Confirmation Order, or as provided in  
24 contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and  
25 after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim  
26 against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based  
27 upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to  
28 the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise  
discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following  
actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a)  
commencing or continuing in any manner any action or other proceeding against the Debtors,  
the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan  
or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any  
judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or  
their respective property other than as specifically permitted under the Plan, as approved by the  
Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the  
Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or  
continuing any action, in any manner, in any place that does not comply with or is inconsistent  
with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141.  
Any Entity injured by any willful violation of such Permanent Injunction shall recover actual  
damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover  
punitive damages, from the willful violator.

1                   **B.       Compromise and Settlement of Claims, Interests, and Controversies**

2           Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other  
3 benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan  
4 or in any contract, instrument, or other agreement or document created pursuant to the Plan, the  
5 distributions, rights, and treatment that are provided in the Plan shall be in complete settlement,  
6 compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of  
7 Action of any nature whatsoever, including any interest accrued on Claims or Interests from and  
8 after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on,  
9 obligations of, rights against, and Interests in, the Debtor or any of its assets or properties,  
10 regardless of whether any property shall have been distributed or retained pursuant to the Plan on  
11 account of such Claims and Interests, including demands, liabilities, and Causes of Action that  
12 arose before the Effective Date, any liability to the extent such Claims or Interests relate to services  
13 performed by employees of the Debtor before the Effective Date and that arise from a termination  
14 of employment, any contingent or non-contingent liability on account of representations or  
15 warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g),  
16 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon  
17 such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest  
18 based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a  
19 Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to  
20 any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11  
21 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial  
22 determination of the settlement, compromise, and release of all Claims and Interests, subject to the  
23 Effective Date occurring.

16                   **C.       Release of Liens**

17           Except as otherwise provided in the Plan or in any contract, instrument, release, or other  
18 agreement or document created pursuant to the Plan, on the Effective Date and concurrently with  
19 the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim,  
20 satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all  
21 mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the  
22 Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any  
23 Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any  
24 property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the  
25 Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this  
26 Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit  
27 Agreement Claims.

23                   **D.       Subordinated Claims**

24           The allowance, classification, and treatment of all Allowed Claims and Interests and the  
25 respective distributions and treatments under the Plan take into account and conform to the relative  
26 priority and rights of the Claims and Interests in each Class in connection with any contractual,  
27 legal, and equitable subordination rights relating thereto, whether arising under general principles  
28 of equitable subordination, § 510(b), or otherwise. Except with respect to Allowed Claims,  
pursuant to § 510, the Court shall retain jurisdiction to re-classify, upon proper application, any



1 Claim or Interest in accordance with any contractual, legal, or equitable subordination relating  
2 thereto.

### 3 **E. Exculpation**

4 The Exculpated Parties shall neither have, nor incur any liability to any Entity for any  
5 prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases,  
6 or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or  
7 implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract,  
8 instrument, release, or other agreement or document created or entered into in connection with the  
9 Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with  
10 or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating  
11 Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing  
12 “Exculpation” provided under this Section, the rights of any Holder of a Claim or Interest to  
13 enforce rights arising under the Plan shall be preserved, including the right to compel payment of  
14 distributions in accordance with the Plan; provided, that the foregoing “Exculpation” shall have  
15 no effect on the liability of any Entity for liability solely to the extent resulting from any such act  
16 or omission taken after the Effective Date or of any Entity solely to the extent resulting from any  
17 act or omission that is determined in a final order to have constituted gross negligence or willful  
18 misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party  
19 shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or  
20 in connection with, the Plan or any other related document, instrument, or agreement. The  
21 exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

### 22 **F. Releases**

#### 23 **1. Debtors’ Releases**

24 ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT  
25 AUTHORIZED BY APPLICABLE LAW, THE RELEASED PARTIES AND THEIR  
26 RESPECTIVE PROPERTY WILL BE EXPRESSLY, UNCONDITIONALLY, GENERALLY  
27 AND INDIVIDUALLY AND COLLECTIVELY RELEASED, ACQUITTED AND  
28 DISCHARGED BY THE DEBTORS ON BEHALF OF THEMSELVES, THEIR ESTATES, THE  
REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST AND THE LIQUIDATION  
TRUST (SUCH THAT THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST  
AND THE LIQUIDATION TRUST WILL NOT HOLD ANY CLAIMS OR CAUSES OF  
ACTION RELEASED PURSUANT TO THIS PLAN), FOR THE GOOD AND VALUABLE  
CONSIDERATION PROVIDED BY EACH OF THE RELEASED PARTIES, FROM ANY AND  
ALL ACTIONS, CLAIMS, DEBTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES  
OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY  
DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN  
OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED,  
EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR  
OTHERWISE, BY STATUTE, VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS  
OR OTHERWISE, BASED IN WHOLE OR IN PART UPON ANY ACT OR OMISSION,  
TRANSACTION, OR OTHER OCCURRENCE OR CIRCUMSTANCES EXISTING OR  
TAKING PLACE PRIOR TO OR ON THE EFFECTIVE DATE ARISING FROM OR

1 RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR  
2 FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF  
3 THE DEBTORS, THE PLAN, THE DISCLOSURE STATEMENT, THIS CHAPTER 11 CASE,  
4 OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE  
5 EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED  
6 DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD  
7 HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM  
8 AGAINST OR INTEREST IN THE DEBTOR OR ANY OTHER ENTITY COULD HAVE  
9 BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE  
10 DEBTORS OR THEIR ESTATES INCLUDING WITH RESPECT TO THE LAPIS PARTIES  
11 ANY CHALLENGE TO CLAIMS AND RIGHTS OF THE LAPIS PARTIES UNDER THE  
12 BOND DOCUMENTS AND CREDIT AGREEMENT DOCUMENTS; *PROVIDED, HOWEVER,*  
13 THAT THE FOREGOING "DEBTORS' RELEASES" SHALL NOT OPERATE TO WAIVE OR  
14 RELEASE ANY CLAIMS OR CAUSES OF ACTION OF THE DEBTORS OR THEIR  
15 ESTATES AGAINST A RELEASED PARTY ARISING UNDER ANY CONTRACTUAL  
16 OBLIGATION OWED TO THE DEBTORS THAT IS ENTERED INTO OR ASSUMED  
17 PURSUANT TO THE PLAN.

18 ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S  
19 APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE DEBTORS' RELEASES,  
20 WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND  
21 DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE  
22 COURT'S FINDING THAT THE DEBTORS' RELEASES ARE: (1) IN EXCHANGE FOR THE  
23 GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES;  
24 (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY  
25 THE DEBTORS' RELEASES; (3) IN THE BEST INTERESTS OF THE DEBTORS' ESTATES  
26 AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND  
27 REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR  
28 HEARING; AND (6) A BAR AGAINST ANY OF THE DEBTORS' ESTATES, THE  
REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION  
TRUST, ASSERTING ANY CLAIM OR CAUSE OF ACTION RELEASED PURSUANT TO  
THE DEBTORS' RELEASES.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL  
COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT.

## 2. Third Party Releases

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT  
AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED  
TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND  
COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR  
RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS,  
OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND  
LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON  
BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR  
UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN

1 LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER  
2 INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN,  
3 SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING  
4 FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS'  
5 PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR  
6 MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL  
7 ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN,  
8 THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY  
9 RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE  
10 EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED  
11 DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD  
12 HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM  
13 AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE  
14 BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE  
15 DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF  
16 ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT  
17 AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE  
18 REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION  
19 TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT  
20 TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL  
21 INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I)  
22 VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE  
23 THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY  
24 EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN,  
25 IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT  
26 THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE  
27 BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION  
28 AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION  
PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S  
APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY  
RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS  
AND DEFINITIONS CONTAINED IN THE PLAN, AND, *FURTHER*, SHALL CONSTITUTE  
THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR  
THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED  
PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS  
RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE  
DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE,  
AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY  
FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING  
ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO  
RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE  
MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED

1 OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT  
2 SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

3 THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL  
4 COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO §  
5 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE  
6 DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS  
7 HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH  
8 HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND  
9 DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES,  
10 DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER,  
11 AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES'  
12 PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION,  
13 OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED  
14 IN THIS PLAN OR THE CONFIRMATION ORDER.

### 10 G. Injunction

11 EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION  
12 ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS,  
13 CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND  
14 SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED  
15 PURSUANT TO SECTION VII.F.1 HEREOF; (3) HAVE BEEN RELEASED PURSUANT TO  
16 SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO  
17 SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED  
18 PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND  
19 PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING  
20 OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY  
21 KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS,  
22 OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE  
23 DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE  
24 LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE  
25 PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED  
26 OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT  
27 TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES  
28 OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR  
RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR  
ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC  
DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED  
OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY  
SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR  
WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR  
EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING,  
PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND  
AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION  
TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED  
(OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR

1 EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO  
2 ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS,  
3 CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR  
4 SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE  
5 DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR  
6 ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON  
7 ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH  
8 RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF  
9 ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH  
10 SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT  
11 FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR  
12 SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY  
13 ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE  
14 REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION  
15 TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR  
16 ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON  
17 ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH  
18 RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF  
19 ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO  
20 THE PLAN; *PROVIDED THAT* NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE  
21 AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO  
22 SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT*  
23 NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY  
24 ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION  
25 ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE  
26 EXTENT PERMITTED BY LAW.  
27

#### 16 H. Waiver of Statutory Limitations on Releases

17  
18 EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE  
19 PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT  
20 ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS  
21 WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS  
22 FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS  
23 SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED  
24 AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE  
25 RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS.  
26 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING  
27 PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY  
28 STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND  
TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS  
FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY  
HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY.  
THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF  
WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN,  
SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.



1                   **I.       Limitation on Liability of Liquidation Trustee and GUC Distribution**  
2                   **Trustee**

3                   The GUC Distribution Trustee will not be liable for any act it may do or omit to do as GUC  
4                   Distribution Trustee under the Plan and GUC Distribution Trust Agreement, as applicable, while  
5                   acting in good faith and in the exercise of his or her reasonable business judgment; nor will the  
6                   GUC Distribution Trustee be liable in any event except for gross negligence, fraud, or willful  
7                   misconduct. The foregoing limitation on liability will also apply to any Person or Entity (including  
8                   any attorney or other professional) employed by the GUC Distribution Trustee and acting on behalf  
9                   of the GUC Distribution Trustee in the fulfillment of the GUC Distribution Trustee's duties under  
10                  the Plan or the GUC Distribution Trust Agreement. Also, the GUC Distribution Trustee and any  
11                  Person or Entity (including any attorney or other professional) employed by the GUC Distribution  
12                  Trustee and acting on behalf of the GUC Distribution Trustee shall be entitled to indemnification  
13                  out of the assets of the GUC Distribution Trust against any losses, liabilities, expenses (including  
14                  attorneys' fees and disbursements), damages, taxes, suits, or claims that they may incur or sustain  
15                  by reason of being, having been, or being or having been employed by, the GUC Distribution  
16                  Trustee, or for performing any function incidental to such service.

17                  The Liquidation Trustee will not be liable for any act it may do or omit to do as Liquidation  
18                  Trustee under the Plan and Liquidation Trust Agreement, as applicable, while acting in good faith  
19                  and in the exercise of its reasonable business judgment; nor will the Liquidation Trustee be liable  
20                  in any event except for gross negligence, fraud, or willful misconduct. The foregoing limitation on  
21                  liability will also apply to any Person or Entity (including any attorney or other professional)  
22                  employed by the Liquidation Trustee and acting on behalf of the Liquidation Trustee in the  
23                  fulfillment of the Liquidation Trustee's duties under the Plan or the Liquidation Trust Agreement.  
24                  Also, the Liquidation Trustee and any Person or Entity (including any attorney or other  
25                  professional) employed by the Liquidation Trustee and acting on behalf of the Liquidation Trustee  
26                  shall be entitled to indemnification out of the assets of the Liquidation Trust against any losses,  
27                  liabilities, expenses (including attorneys' fees and disbursements), damages, taxes, suits, or claims  
28                  that they may incur or sustain by reason of being, having been, or being or having been employed  
                  by, the Liquidation Trustee, or for performing any function incidental to such service.

19                   **J.       Setoffs**

20                  Except as otherwise provided in the Plan, prior to the Effective Date, the Debtors, and on  
21                  and after the Effective Date, the Reorganized Debtors, the GUC Distribution Trustee or the  
22                  Liquidation Trustee, as applicable, pursuant to the Bankruptcy Code (including §§ 553 and 558),  
23                  applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim or Interest, may  
24                  set off against any Allowed Claim or Interest on account of any Proof of Claim or proof of Interest  
25                  or other pleading Filed with respect thereto prior to the Confirmation Hearing and the distributions  
26                  to be made pursuant to the Plan on account of such Allowed Claim or Interest (before any  
27                  distribution is made on account of such Allowed Claim or Interest), any claims, rights, and Causes  
28                  of Action of any nature that the Debtor's Estate may hold against the Holder of such Allowed  
                  Claim or Interest, to the extent such claims, rights, or Causes of Action against such Holder have  
                  not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to  
                  the Plan or otherwise); provided that neither the failure to effect such a setoff nor the allowance of  
                  any Claim or Interest pursuant to the Plan shall constitute a waiver or release by the Debtors, the



1 Reorganized Debtors, the GUC Distribution Trustee or the Liquidation Trustee, as applicable, of  
2 any such claims, rights, and Causes of Action that the Debtors' Estates may possess against such  
3 Holder. In no event shall any Holder of Claims or Interests be entitled to set off any Claim or  
4 Interest against any claim, right, or Cause of Action of the Debtor's Estate unless such Holder has  
5 timely Filed a Proof of Claim (including any Proof of Claim timely Filed by the Governmental  
6 Bar Date) with the Court expressly preserving such setoff; provided that nothing in the Plan shall  
7 prejudice or be deemed to have prejudiced the Debtors', the Reorganized Debtors', the GUC  
8 Distribution Trustee's or the Liquidation Trustee's right to assert that any Holder's setoff rights  
9 were required to have been asserted by motion or pleading filed with the Court prior to the  
10 Effective Date, or any such Holder's right to assert that there was no such requirement.

11  
12  
13 **K. Revesting of Property in Debtors**

14 Except as provided elsewhere in the Plan or in the Exchange Debt Documents, the Effective  
15 Date of the Plan revests the assets of the Estate in the Reorganized Debtors, free and clear of all  
16 Claims, liens, encumbrances, and Interests, except as expressly provided in the Plan. From and  
17 after the Effective Date, Reorganized Debtors may operate their business and use, acquire and  
18 dispose of property without supervision by the Court and free of any restrictions of the Bankruptcy  
19 Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan and the  
20 Confirmation Order.

21  
22 **L. Preservation of Restricted Funds for Charitable Purposes**

23 Pursuant to § 1123(b) and all other applicable law and subject to consent of the Washington  
24 Attorney General, Reorganized Debtors shall be vested with and shall retain any and all restricted  
25 funds, if any, formerly held by Debtors. All such funds shall be held in charitable trust and may be  
26 used only for the restricted purposes permitted under applicable law. Debtors are not aware of any  
27 restricted funds.

28 **M. Modification of Plan**

Subject to such notice as the Court may require, the Debtors may, with the prior written  
consent of the Lapis Parties and the Committee, modify the Plan at any time before Confirmation,  
if circumstances develop that warrant modification or amendment to the Plan. For the avoidance  
of doubt, the Debtors will not modify any term of the Plan constituting the Committee Plan  
Settlement without the prior consent of the Committee

However, the Court may require a new disclosure statement and/or re-voting on the Plan if  
the Debtors materially modify the Plan before Confirmation. The Debtors may also seek to modify  
the Plan at any time after Confirmation so long as (1) the Plan has not been substantially  
consummated and (2) if the Court authorizes the proposed modifications after notice and a hearing.

**N. Termination of the Patient Care Ombudsman**

Upon the Effective Date, the responsibilities of the PCO will be terminated and she may  
dispose of any documents provided to her in the course of her reporting.

1                   **O.     Post-Confirmation Status Report**

2           Within 120 days of the entry of the order confirming the Plan, Debtors (if the Effective  
3 Date has not occurred) or Reorganized Debtors (if it has) shall file a status report with the Court  
4 explaining what progress has been made toward Consummation of the confirmed Plan. The status  
5 report shall be served on the U.S. Trustee, the twenty largest unsecured creditors, and those parties  
6 who have requested special notice. Further status reports shall be filed every 120 days and served  
7 on the same Entities.

8                   **P.     Quarterly Fees**

9           Quarterly fees accruing under 28 U.S.C. § 1930(a)(6) to date of Confirmation shall be paid  
10 to the U.S. Trustee on or before the Effective Date of the Plan. Quarterly fees accruing under 28  
11 U.S.C. § 1930(a)(6) after Confirmation shall be paid by the Liquidation Trust to the U.S. Trustee  
12 in accordance with 28 U.S.C. § 1930(a)(6) and the Liquidation Trust Agreement until entry of a  
13 final decree, or entry of an order of dismissal or conversion to chapter 7. If the Liquidation Trust  
14 fails to timely pay the quarterly fees that come due after Confirmation, the Reorganized Debtors  
15 shall remain obligated to pay the fees and may seek indemnification from the Liquidation Trust.

16                   **Q.     Post-Confirmation Conversion/Dismissal**

17           A creditor or party in interest may bring a motion to convert or dismiss the Chapter 11  
18 Cases under § 1112(b), after the Plan is confirmed, if there is a default in performing the Plan. If  
19 the Court orders the Chapter 11 Cases converted to Chapter 7 after the Plan is confirmed, then all  
20 property that had been property of the Chapter 11 Estate, and that has not been disbursed pursuant  
21 to the Plan, will revert in the Chapter 7 Estate, and the automatic stay will be reimposed upon the  
22 revested property only to the extent that relief from stay was not previously granted by the Court  
23 during these Chapter 11 Cases.

24           The Confirmation Order may also be revoked under very limited circumstances. The Court  
25 may revoke the order if the Confirmation Order was procured by fraud and if the party in interest  
26 brings an adversary proceeding to revoke Confirmation within 180 days after the entry of the  
27 Confirmation Order.

28                   **R.     Final Decree**

          Once the Estates have been fully administered as referred to in Bankruptcy Rule 3022,  
Reorganized Debtors, or such other party as the Court shall designate in the Confirmation Order,  
shall file a motion with the Court to obtain a final decree to close the Chapter 11 Cases.

**Confirmation Hearing Notices**

1 JAMES L. DAY (WSBA #20474)  
BUSH KORNFELD LLP  
601 Union Street, Suite 5000  
2 Seattle, WA 98101  
Tel: (206) 521-3858  
Email: [jday@bskd.com](mailto:jday@bskd.com)

3 SAMUEL R. MAIZEL (Admitted  
Pro Hac Vice)  
4 DENTONS US LLP  
601 South Figueroa Street, Suite  
5 2500  
Los Angeles, California 90017-5704  
Tel: (213) 623-9300  
6 Fax: (213) 623-9924  
Email:  
[samuel.maizel@dentons.com](mailto:samuel.maizel@dentons.com)

7 SAM J. ALBERTS (WSBA  
#22255)  
8 DENTONS US LLP  
1900 K. Street, NW  
9 Washington, DC 20006  
Tel: (202) 496-7500  
Fax: (202) 496-7756  
10 Email: [sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)

11 Attorneys for the Chapter 11  
Debtors and Debtors In Possession

MARK D. NORTHRUP  
(WSBA #16947)  
MILLER NASH GRAHAM &  
DUNN LLP  
2801 Alaskan Way, Suite 300  
Seattle, Washington 98121-  
1128  
Tel: (206) 624-8300  
Email:  
[mark.northrup@millernash.com](mailto:mark.northrup@millernash.com)

WILLIAM KANNEL  
(Admitted Pro Hac Vice)  
IAN A. HAMMEL (Admitted  
Pro Hac Vice)  
MINTZ, LEVIN, COHN,  
FERRIS, GLOVSKY AND  
POPEO, P.C.  
One Financial Center  
Boston, Massachusetts 02111  
Tel: (617) 542-6000  
Email: [wkannel@mintz.com](mailto:wkannel@mintz.com)  
Email: [iahammel@mintz.com](mailto:iahammel@mintz.com)  
Email: [tmckeon@mintz.com](mailto:tmckeon@mintz.com)

Attorneys for the Lapis Parties

HONORABLE WHITMAN L.  
HOLT

12 UNITED STATES BANKRUPTCY COURT  
13 EASTERN DISTRICT OF WASHINGTON

14 In re:

15 ASTRIA HEALTH, *et al.*,

16 Debtors and Debtors in  
Possession.<sup>1</sup>

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**NOTICE OF (I) APPROVAL OF THE  
DISCLOSURE STATEMENT, (II)  
DEADLINE FOR VOTING ON THE  
PLAN, (III) HEARING TO  
CONSIDER CONFIRMATION OF  
THE PLAN, AND (IV) DEADLINE  
FOR FILING OBJECTIONS TO  
CONFIRMATION OF THE PLAN**

18 <sup>1</sup> The Debtors, along with their case numbers, are as follows: Astria Health (19-  
19 01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings,  
LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHC Holdco, LLC (19-  
20 01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center -  
Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11),  
Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11),  
21 Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-  
01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA  
Home Health, LLC (19-01200-11).

1           **PLEASE TAKE NOTICE OF THE FOLLOWING:**

2                           **APPROVAL OF DISCLOSURE STATEMENT**

3           1.       By Order dated November 12, 2020 [Docket No. 1991] (the  
4           “Disclosure Statement Order”), the United States Bankruptcy Court for the Eastern  
5           District of Washington (the “Bankruptcy Court”) (a) approved the *Disclosure*  
6           *Statement Relating to the Second Amended Joint Chapter 11 Plan of Reorganization*  
7           *of Astria Health and its Debtor Affiliates* [Docket No. 1987] (including all exhibits  
8           thereto and as amended, modified, or supplemented from time to time, the  
9           “Disclosure Statement”) filed by Astria Health (“Astria”) and the above-referenced  
10          affiliated debtors, the debtors and debtors in possession in the above-captioned  
11          chapter 11 bankruptcy cases (each a “Debtor” and, collectively, the “Debtors”) and  
12          the Lapis Parties (together with the Debtors, the “Plan Proponents”), as containing  
13          adequate information within the meaning of § 1125 of Title 11 of the United States  
14          Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”) and (b) authorized the Plan  
15          Proponents to solicit votes to accept or reject the *Second Amended Joint Chapter 11*  
16          *Plan of Reorganization of Astria Health and its Debtor Affiliates* [Docket No. 1986]  
17          (including all exhibits thereto, any plan supplement, and as amended, modified, or  
18          supplemented from time to time, the “Plan”). All capitalized terms used but not  
19          defined herein shall have the same meanings ascribed to them in the Plan, the  
20          Disclosure Statement, or the Disclosure Statement Order, as applicable.

12                           **RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS**  
13   **CONTAINED IN PLAN**

14          2.       SECTION VII OF THE PLAN CONTAINS CERTAIN RELEASE,  
15          INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING THOSE SET  
16          FORTH BELOW. YOU ARE ADVISED TO CAREFULLY REVIEW AND  
17          CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION AND  
18          EXCULPATION PROVISIONS THEREIN, AS YOUR RIGHTS MAY BE  
19          AFFECTED.

17          3.       **Sections VII.F and VII.H of the Plan contain the following**  
18          **Releases:**

19          (a)     Debtors’ Releases. On the Effective Date of the Plan and to the  
20          fullest extent authorized by applicable law, the Released Parties and their respective  
21          property will be expressly, unconditionally, generally and individually and

21                   **NOTICE OF CONFIRMATION**  
                  **HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 collectively released, acquitted and discharged by the Debtors on behalf of  
2 themselves, their estates, the Reorganized Debtors, the GUC Distribution Trust and  
3 the Liquidation Trust (such that the Reorganized Debtors, the GUC Distribution  
4 Trust and the Liquidation Trust will not hold any Claims or Causes of Action released  
5 pursuant to this Plan), for the good and valuable consideration provided by each of  
6 the Released Parties, from any and all actions, Claims, debts, obligations, rights, suits,  
7 damages, Causes of Action, remedies and liabilities whatsoever, including any  
8 derivative claims asserted on behalf of the Debtor, whether known or unknown,  
9 foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law,  
10 equity, contract, tort or otherwise, by statute, violations of federal or state securities  
11 laws or otherwise, based in whole or in part upon any act or omission, transaction, or  
12 other occurrence or circumstances existing or taking place prior to or on the effective  
13 date arising from or related in any way to the Debtors, any of the Debtors' present or  
14 former assets, the Released Parties' interests in or management of the Debtors, the  
15 Plan, the Disclosure Statement, this Chapter 11 Case, or any restructuring of Claims  
16 or interests undertaken prior to the Effective Date, including those that the Debtors,  
17 the Reorganized Debtors, the GUC Distribution Trust, or the Liquidation Trust would  
18 have been legally entitled to assert or that any holder of a Claim against or interest in  
19 the Debtor or any other entity could have been legally entitled to assert derivatively  
20 or on behalf of the Debtors or their estates including with respect to the Lapis Parties  
21 any challenge to claims and rights of the Lapis Parties under the Bond Documents  
and Credit Agreement Documents; *provided, however*, that the foregoing "Debtors'  
Releases" shall not operate to waive or release any Claims or Causes of Action of the  
Debtors or their Estates against a Released Party arising under any contractual  
obligation owed to the Debtors that is entered into or assumed pursuant to the Plan.

Entry of the Confirmation Order shall constitute the Court's approval, pursuant  
to Bankruptcy Rule 9019, of the Debtors' Releases, which includes by reference each  
of the related provisions and definitions contained in the Plan, and, further, shall  
constitute the Court's finding that the Debtors' Releases are: (1) in exchange for the  
good and valuable consideration provided by the Released Parties; (2) a good-faith  
settlement and compromise of the Claims released by the Debtors' Releases; (3) in  
the best interests of the Debtors' Estates and all holders of Claims and interests; (4)  
fair, equitable, and reasonable; (5) given and made after due notice and opportunity  
for hearing; and (6) a bar against any of the Debtors' estates, the Reorganized Debtors,  
the GUC Distribution Trust, or the Liquidation Trust, asserting any Claim or Cause  
of Action released pursuant to the Debtors' Releases.

**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104



1 The foregoing release as to the Lapis Parties is an integral component of the  
2 Senior Debt 9019 Settlement.

3 (b) Third Party Releases. On the Effective Date of the Plan and to  
4 the fullest extent authorized by applicable law, the Releasing Parties shall be deemed  
5 to have expressly, unconditionally, generally and individually and collectively,  
6 released and acquitted the Released Parties and their respective property from any  
7 and all actions, claims, interests, obligations, rights, suits, damages, causes of action,  
8 remedies and liabilities whatsoever, including any derivative claims asserted on  
9 behalf of the Debtor, whether known or unknown, foreseen or unforeseen, matured  
10 or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise,  
11 that such Holder (whether individually or collectively) ever had, now has or hereafter  
12 can, shall or may have, based on or relating to, or in any manner arising from or  
13 related in any way to the Debtors, any of the Debtors' present or former assets, the  
14 Released Parties' interests in or management of the Debtors, the business or  
15 contractual arrangements between the Debtors and any Released Party, the Plan, the  
16 Disclosure Statement, these Chapter 11 Cases, or any restructuring of Claims or  
17 interests undertaken prior to the Effective Date, including those that the Debtors, the  
18 Reorganized Debtors, the GUC Distribution Trust, or the Liquidation Trust would  
19 have been legally entitled to assert or that any holder of a Claim against or interest in  
20 the Debtors or any other Entity could have been legally entitled to assert derivatively  
21 or on behalf of the Debtors or their Estates, except for (i) any Claims and causes of  
action for actual fraud, gross negligence or willful misconduct and (ii) the right to  
receive distributions from the Debtors, the Reorganized Debtors, the Litigation Trust,  
or the Liquidation Trust on account of an allowed Claim against the Debtors pursuant  
to the Plan. For the avoidance of doubt, the Releasing Parties shall include (a) the  
Released Parties, and (b) all Holders of Claims that (i) vote to accept the Plan, and  
(ii) do not affirmatively opt out of the third party release provided by this section  
pursuant to a duly executed ballot. notwithstanding anything to the contrary herein,  
in no event shall an entity that (x) does not vote to accept or reject the Plan, (y) votes  
to reject the Plan, or (z) appropriately marks the ballot to opt out of the third party  
release provided in this section and returns such ballot in accordance with the  
solicitation procedures order, be a Releasing Party.

Entry of the Confirmation Order shall constitute the Court's approval, pursuant  
to Bankruptcy Rule 9019, of the third party release, which includes by reference each  
of the related provisions and definitions contained in the Plan, and, further, shall  
constitute the Court's finding that the third party release is: (1) in exchange for the  
good and valuable consideration provided by the Released Parties; (2) a good-faith  
settlement and compromise of the Claims released by the third party release; (3) in

**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 the best interests of the Debtors and all holders of Claims and interests; (4) fair,  
2 equitable, and reasonable; (5) given and made after due notice and opportunity for  
3 hearing; and (6) a bar to any of the Releasing Parties asserting any Claim released  
4 pursuant to the third party release.

5 Notwithstanding any provision herein, there shall be no release or Exculpation  
6 by or injunction against any committee member holding a Claim or representing a  
7 claimant that has opted out of the third party release or has not voted on the Plan,  
8 except solely in such committee member's capacity as such.

9 The foregoing release as to the Lapis Parties is an integral component of the  
10 Senior Debt 9019 Settlement. Pursuant to § 1123(b)(3)(a) and the Senior Debt 9019  
11 Settlement, as of the Effective Date, for good and valuable consideration, the  
12 adequacy of which is hereby confirmed, to the maximum extent permitted by law,  
13 each holder of any Claim shall be deemed to forever release, waive, and discharge  
14 all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of  
15 Action, and liabilities whatsoever, against the Lapis Parties arising from or related to  
16 the Lapis Parties' pre- and/or post-petition actions, omissions or liabilities,  
17 transaction, occurrence, or other activity of any nature except for as provided in this  
18 Plan or the Confirmation Order.

19 (c) Waiver of Statutory Limitations on Releases. Each Releasing  
20 Party in each of the releases contained in the Plan (including under this section)  
21 expressly acknowledges that although ordinarily a general release may not extend to  
claims which the Releasing Party does not know or suspect to exist in his favor, which  
if known by it may have materially affected its settlement with the party released,  
they have carefully considered and taken into account in determining to enter into the  
above releases the possible existence of such unknown losses or claims. without  
limiting the generality of the foregoing, each releasing party expressly waives any  
and all rights conferred upon it by any statute or rule of law which provides that a  
release does not extend to claims which the claimant does not know or suspect to  
exist in its favor at the time of executing the release, which if known by it may have  
materially affected its settlement with the Releasing Party. The releases contained in  
this section are effective regardless of whether those released matters are presently  
known, unknown, suspected or unsuspected, foreseen or unforeseen.

4. **Section VII.G of the Plan contains the following Injunctions:**

General Injunction. Except as otherwise provided in the Plan or the  
Confirmation Order, all entities who have held, hold, or may hold Claims, interests,

**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 Causes of Action, or liabilities that: (1) are subject to compromise and settlement  
2 pursuant to the terms of the Plan; (2) have been released pursuant to Section VII.F.1  
3 of the Plan; (3) have been released pursuant to Section VII.F.2 of the Plan; (4) are  
4 subject to exculpation pursuant to Section VII.E of the Plan; or (5) are otherwise  
5 stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and  
6 precluded, from and after the Effective Date, from: (a) commencing or continuing in  
7 any manner any action or other proceeding of any kind, including on account of any  
8 Claims, interests, Causes of Actions, or liabilities that have been compromised or  
9 settled against the Debtors, the Reorganized Debtors, the GUC Distribution Trust,  
10 the Liquidation Trust, or any entity so released or exculpated (or the property or estate  
11 of any entity, directly or indirectly, so released or exculpated) on account of or in  
12 connection with or with respect to any released, settled, compromised, or exculpated  
13 claims, Causes of Action, or liabilities; (b) enforcing, attaching, collecting, or  
14 recovering by any manner or means any judgment, award, decree, or order against  
15 the Debtors, the Reorganized Debtors, the GUC Distribution Trust, the Liquidation  
16 Trust, or any entity so released or exculpated (or the property or estate of the Debtor  
17 or any entity so released or exculpated) on account of or in connection with or with  
18 respect to any such released, settled, compromised, or exculpated Claims, Causes of  
19 Action, or liabilities; (c) creating, perfecting, or enforcing any lien, Claim, or  
20 encumbrance of any kind against the Debtors, the Reorganized Debtors, the GUC  
21 Distribution Trust, the Liquidation Trust, or any entity so released or exculpated (or  
the property or estate of the Debtor or any entity so released or exculpated) on  
account of or in connection with or with respect to any such released, settled,  
compromised, or exculpated claims, Causes of Action, or liabilities; (d) asserting any  
right of setoff or subrogation of any kind against any obligation due from the Debtors  
or any entity so released or exculpated (or the property or estates of the Debtors or  
any entity so released or exculpated) on account of or in connection with or with  
respect to any such released, settled, compromised, or exculpated claims, Causes of  
Action, or liabilities unless such entity has timely asserted such setoff or subrogation  
right prior to confirmation in a document filed with the court explicitly preserving  
such setoff or subrogation; and (e) commencing or continuing in any manner any  
action or other proceeding of any kind against the Debtors, the Reorganized Debtors,  
the GUC Distribution Trust, the Liquidation Trust, or any entity so released or  
exculpated (or the property or estate of the Debtor or any entity so released or  
exculpated) on account of or in connection with or with respect to any such released,  
settled, compromised, or exculpated claims, Causes of Action, or liabilities released,  
settled, or compromised pursuant to the Plan; provided that nothing contained in the  
Plan shall preclude an entity from obtaining benefits directly and expressly provided  
to such entity pursuant to the terms of the Plan; provided, further, that nothing

**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 contained in the Plan shall be construed to prevent any entity from defending against  
2 Claims objections or collection actions whether by asserting a right of setoff or  
3 otherwise to the extent permitted by law.

4 **5. Section VII.E of the Plan contains the following Exculpation:**

5 Exculpation. The Exculpated Parties shall neither have, nor incur any  
6 liability to any Entity for any prepetition or post-petition act taken or omitted to be  
7 taken in connection with the Chapter 11 Cases, or related to formulating, negotiating,  
8 soliciting, preparing, disseminating, confirming, or implementing the Plan or  
9 consummating the Plan, the Disclosure Statement, or any contract, instrument,  
10 release, or other agreement or document created or entered into in connection with  
11 the Plan or any other prepetition or post-petition act taken or omitted to be taken in  
12 connection with or in contemplation of the restructuring of the Reorganized Debtors,  
13 liquidation of the Liquidating Debtors, or administration of the GUC Distribution  
14 Trust. Without limiting the foregoing “Exculpation” provided under this Section, the  
15 rights of any Holder of a Claim or Interest to enforce rights arising under the Plan  
16 shall be preserved, including the right to compel payment of distributions in  
17 accordance with the Plan; *provided*, that the foregoing “Exculpation” shall have no  
18 effect on the liability of any Entity for liability solely to the extent resulting from  
19 any such act or omission taken after the Effective Date or of any Entity solely to the  
20 extent resulting from any act or omission that is determined in a final order to have  
21 constituted gross negligence or willful misconduct; *provided, further*, that, subject  
to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the  
advice of counsel concerning his, her, or its duties pursuant to, or in connection with,  
the Plan or any other related document, instrument, or agreement. The exculpation  
of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

6. The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis  
Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board  
Trustees, and (f) except as otherwise set forth below or in the the Plan, each of the  
foregoing Entities’ respective predecessors, successors and assigns, subsidiaries,  
Affiliates and their subsidiaries, beneficial owners, managed accounts or funds,  
current and former officers, directors, principals, shareholders, direct and indirect  
equity holders, members partners (general and limited), employees, agents, advisory  
board members, financial advisors, attorneys accountants, investment bankers,  
consultants, representatives, management companies, fund advisors, Professionals,  
and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-  
Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an

**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 officer of any of the foregoing, shall not constitute Released Parties for purposes of  
2 the Plan and provided further, that as a condition to receiving or enforcing any release  
3 granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates  
4 shall be deemed to have released each other Released Party and its Affiliates from  
5 any and all Claims or Causes of Action arising from or related to their relationship  
6 with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and  
7 notwithstanding anything herein to the contrary, a member of the Committee shall be  
8 a Released Party only in his or her capacity as a member of the Committee. For the  
9 further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan  
10 are expressly preserved notwithstanding anything to the contrary in Section  
11 I.A.1.132, Section VII.F.2, or any other provision of the Plan.

7. The Plan term “Releasing Party” means (a) the Released Parties; and (b)  
all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt  
out of the third party release provided by Section VII.F.2 of the Plan pursuant to a  
duly executed Ballot; *provided*, that, notwithstanding anything contained herein to  
the contrary, in no event shall an Entity that (x) does not vote to accept or reject the  
Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of  
the third party release provided in Section VII.F.2 of the Plan and returns such Ballot  
in accordance with the Solicitation Procedures Order, be a Releasing Party.

### **SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS**

8. The following table designates the Classes of Claims against each of the  
Debtors and specifies which of those Classes are (a) Not Impaired by the Plan, (b)  
Impaired by the Plan, and (c) entitled to vote to accept or reject the Plan in accordance  
with § 1126. In accordance with § 1123(a)(1), Administrative Claims, Professional  
Fee Claims, and Priority Tax Claims, have not been classified. All of the potential  
Classes for the Debtors are set forth herein.

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104



<i>All Debtors</i>			
<b>Class</b>	<b>Designation</b>	<b>Impairment</b>	<b>Voting Status</b>
1	Priority Claims	Unimpaired	Not Entitled to Vote / Deemed to Accept
2A	Senior Secured Bond Debt Claims	Impaired	Entitled to Vote
2B	Senior Secured Credit Agreement Claims	Impaired	Entitled to Vote
2C	Other Secured Claims	Impaired	Entitled to Vote
3	Convenience Class Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Impaired	Entitled to Vote
4A	Insured Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Eliminated Through Consolidation of Debtors for Plan Purposes	N/A

9. Class 1: Priority Claims (Other than Priority Tax Claims).

- a. *Classification.* Class 1 consists of Priority Claims against Debtors, other than Priority Tax Claims. These Priority Claims are entitled to priority treatment in that each Holder of such a Claim is entitled to receive Cash from the Administrative and Priority Claims Reserve on the Effective Date (or as soon as practicable thereafter) equal to the allowed amount of such Claim, unless the Class votes to accept deferred Cash payments of a value, as of the Effective Date, equal to the allowed amount of such Claims. Excluded from this Class are (a) wage claims (including severance pay) in excess of the statutory limit of \$13,650, and (b) PTO Claims in excess of the statutory limit of \$13,650 for benefits. Such Claims will be treated as General Unsecured Claims in Class 4.<sup>2</sup>

<sup>2</sup> Employees may have accumulated paid time off (“PTO”) that the employees were able to roll forward from year to year, or cash out at retirement or departure. With limited exception regarding certain employees who were employed by SHC Medical Center - Yakima, separated after January 1, 2020 and then rehired by another Debtor and who were paid on account of unused PTO earned while at SHC Medical Center - Yakima or provided with an allowed claim, the Reorganized Debtors will assume the PTO Claims for retained employees of the Hospital, and PTO will be allowed to be used on the same terms and conditions as before Petition Date.



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

- b. *Treatment.* Except to the extent that a Holder of a Priority Claim agrees to a less favorable treatment of such Claim, each such Holder shall receive payment in Cash in an amount equal to the amount of such Allowed Claim, payable on the later of the Effective Date and the date when such Priority Claim becomes an Allowed Priority Claim.
- c. *Voting.* Class 1 is Unimpaired. Holders of Priority Claims are deemed to have accepted the Plan, pursuant to § 1126(f), and are not entitled to vote to accept or reject the Plan.

10. Class 2A: Senior Secured Bond Debt Claims.

- a. *Classification.* Class 2A consists of the Senior Secured Bond Debt Claims.
- b. *Treatment.* In accordance with the Senior Debt 9019 Settlement, all Senior Secured Bond Debt Claims shall be Allowed and reinstated without setoff, reduction or subordination on the terms of the Exchange Debt Documents in the amount of all such Senior Secured Bond Debt Claims as of the Effective Date.
- c. *Voting.* Class 2A is Impaired. Holders of the Senior Secured Bond Debt Claims are entitled to vote to accept or reject the Plan.

11. Class 2B: Senior Secured Credit Agreement Claims.

- a. *Classification.* Class 2B consists of the Senior Secured Credit Agreement Claims.
- b. *Treatment.* In accordance with the Senior Debt 9019 Settlement, all Senior Secured Credit Agreement Claims shall be Allowed and satisfied, without setoff, reduction, subordination or challenge, by the exchange of all Senior Secured Credit Agreement Claims for Senior Secured Credit Agreement Exchange Debt with the attributes described in the schedule attached as Exhibit A to the Plan in the amount of all Senior Secured Credit Agreement Claims as of the Effective Date.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

c. *Voting.* Class 2B is Impaired. Holders of Senior Secured Credit Agreement Claims are entitled to vote to accept or reject the Plan.

12. Class 2C: Other Secured Claims.

a. *Classification.* Class 2C consists of the Other Secured Claims.

b. *Treatment.* On or as soon as practicable after the Effective Date, each Holder of an allowed Other Secured Claim against the Debtors will receive from the assets of the Debtors, at the discretion of the Plan Proponents (i) cash equal to the full amount of its Claim, (ii) a reinstated note on the same payment and collateral terms as its prior Claim, (iii) a return of collateral securing the Claim against the Debtor, with any deficiency to result in a General Unsecured Claim, or (iv) such less favorable treatment to which the Holder otherwise agrees.

c. *Voting.* Class 2C is Impaired. Holders of Other Secured Claims are entitled to vote to accept or reject the Plan.

13. Class 3: Convenience Class Claims.

a. *Classification.* Class 3 consists of Convenience Class Claims, meaning those General Unsecured Claims that are either (i) less than or equal to five thousand dollars (\$5,000), or (ii) if the Claim amount is greater than five thousand dollars (\$5,000), a General Unsecured Claim with respect to which the Holder has made a Convenience Class Election and thus accepted a maximum of one thousand dollars (\$1,000) as payment of such Holder’s Claim in full. As used herein, “Convenience Class Election” means the timely election by a Holder of a General Unsecured Claim in the amount of five thousand dollars (\$5,000) or greater to have such entire General Unsecured Claim be treated as a claim in the Convenience Class (Class 3), in which case the portion of such General Unsecured Claim in excess of \$5,000 shall be discharged in full on the Effective Date.

b. *Treatment.* To be paid 20% of allowed amount of claim up to a maximum of \$1,000, on the Effective Date or as soon as

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

practicable thereafter. There shall be no limitation on the number of Convenience Class members.

c. *Voting.* Class 3 is Impaired. Holders of Convenience Class Claims are entitled to vote to accept or reject the Plan.

14. Class 4: General Unsecured Claims.

a. *Classification.* Class 4 consists of General Unsecured Claims which have not otherwise been classified.

b. *Treatment.* Holders of Allowed General Unsecured Claims shall receive, on one or more GUC Distribution Dates, a Pro Rata share of the Net GUC Distribution Trust Assets.

c. *Voting.* Class 4 is Impaired. Holders of General Unsecured Claims are entitled to vote to accept or reject the Plan.

15. Class 4A: Insured Claims.

a. *Classification.* Class 4A consists of Insured Claims.

b. *Treatment.* Subject to the terms and conditions set forth in Section III.N of the Plan, Holders of Allowed Insured Claims in Class 4A shall recover only from the available insurance and Debtors shall be discharged to the extent of any such excess. As of the Effective Date, all Insured Claims are Disputed.

c. *Voting.* Class 4A is Impaired. Holders of Insured Claims are entitled to vote to accept or reject the Plan.

16. Class 5: Intercompany Claims.

a. *Classification.* Class 5 consists of all intercompany Claims.

b. *Treatment.* All intercompany claims shall be expunged and eliminated through the limited consolidation of the Debtors unless otherwise indicated in the Plan Supplement.

1 **CONFIRMATION HEARING**

2 17. On **December 18, 2020, at 10:00 a.m. (Prevailing Pacific Time)**, or as  
3 soon thereafter as counsel may be heard, a hearing (the "Confirmation Hearing") will  
4 be held before the Honorable Whitman L. Holt, United States Bankruptcy Judge, at  
5 the U.S. Bankruptcy Court, 402 E. Yakima Avenue, Second Floor Courtroom.,  
6 Yakima, WA 98901 to consider (i) confirmation of the Plan, as the same may be  
7 amended or modified; and (ii) such other and further relief as may be just and  
8 appropriate. Parties may appear at the Confirmation Hearing by telephone. To make  
9 a telephonic appearance, call **877-402-9757; code - 7036041**. The Confirmation  
10 Hearing may be adjourned from time to time without further notice to creditors or  
11 other parties in interest, other than by an announcement of such an adjournment in  
12 open court at the Confirmation Hearing or any adjournment thereof, or an appropriate  
13 filing with the Bankruptcy Court. The Plan may be modified in accordance with the  
14 Bankruptcy Code, the Bankruptcy Rules, the Plan, and other applicable law, without  
15 further notice, prior to or as a result of the Confirmation Hearing.

16 **DEADLINE TO VOTE TO ACCEPT OR REJECT THE PLAN**

17 18. You are entitled to vote to accept or reject the Plan. In order to be  
18 counted as a vote to accept or reject the Plan, you must properly execute, complete,  
19 and deliver a Ballot (or Ballots) to the Debtors so as to be received by the Debtors no  
20 later than **4:00 p.m. (Pacific Time) on December 4, 2020** (the "Voting Deadline")  
21 as set forth below.

19 19. All Ballots must be delivered via First Class Mail, overnight courier, or  
20 hand delivery so as to be actually received by the Solicitation Agent no later than the  
21 Voting Deadline. Except as provided below, Ballots must be submitted to the  
Solicitation Agent at the following address in accordance with the voting procedures  
set forth below:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 726-6508 (U.S./Canada)  
(424) 236-7248 (International)

21 **NOTICE OF CONFIRMATION HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 20. Ballots may also be submitted via electronic, online transmissions,  
2 solely through a customized online balloting portal on the Debtors' case website.  
3 Parties entitled to vote may cast an electronic Ballot and electronically sign and  
4 submit a Ballot instantly by utilizing the online balloting portal (which allows a  
5 holder to submit an electronic signature). Instructions for electronic, online  
6 transmission of Ballots is set forth on the Ballots. The encrypted ballot data and audit  
7 trail created by such electronic submission shall become part of the record of any  
8 Ballot submitted in this manner and the creditor's electronic signature will be deemed  
9 to be immediately legally valid and effective.

6 **21. BALLOTS TRANSMITTED TO THE DEBTORS BY  
7 FACSIMILE, ELECTRONIC MAIL, OR OTHER MEANS NOT  
8 SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT MAY BE  
9 ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.**

8 **DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE**  
9 **PLAN**

10 22. Objections, if any, to confirmation of the Plan, including any  
11 supporting memoranda, must: (i) be in writing; (ii) comply with the Bankruptcy  
12 Rules and the Local Rules; (iii) set forth the name of the objector and the nature and  
13 amount of any Claim asserted by the objector against or in the Debtors; (iv) state  
14 with particularity the legal and factual bases for the objection and, if practicable, a  
15 proposed modification to the Plan that would resolve such objection; and (v) be filed  
16 with the Bankruptcy Court, together with proof of service, and served so that they  
17 are actually received by the following no later than **December 4, 2020** which  
18 deadline may be extended by the Debtors (the "Confirmation Objection  
19 Deadline"): (i) counsel to the Debtors, Dentons US LLP, 601 South Figueroa  
20 Street, Suite 2500, Los Angeles, CA 90017, Attn: Samuel R. Maizel  
21 (samuel.maizel@dentons.com); (ii) counsel to the Committee, Sills Cummis &  
Gross, P.C., One Riverfront Plaza, Newark, NJ 07102, Attn: Andrew H. Sherman  
and Boris I. Mankovetskiy (asherman@sillscummis.com,  
bmankovetskiy@sillscummis.com); (iii) counsel to the Lapis Parties, Mintz, Levin,  
Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111,  
Attn: William Kannel and Ian Hammel (wkannel@mintz.com,  
iahammel@mintz.com); and (iv) counsel to the U.S. Trustee, Office of the United  
States Trustee, 920 W. Riverside Ave., Suite 593, Spokane, WA 99201, Attn: Gary  
W. Dyer (gary.w.dyer@usdoj.gov).

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

**ACCESS TO DOCUMENTS AND OTHER QUESTIONS**

23. Copies of the Plan and Disclosure Statement are available and may be downloaded by visiting the following website: <https://www.kccllc.net/astriahhealth>, or by contacting to the Debtors' Claims and Noticing Agent at:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 726-6508 (U.S./Canada)  
(424) 236-7248 (International)

or via e-mail request to:

Astriainfo@kccllc.com

or on the Bankruptcy Court's website.<sup>3</sup>

Dated: November 18, 2020

DENTONS US LLP

By: /s/ Samuel R. Maizel

Samuel R. Maizel  
Sam J. Alberts  
Geoffrey M. Miller

Counsel to the *Debtors and Debtors In Possession*

Dated: November 18, 2020

MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY AND POPEO, P.C.

By: /s/ William Kannel

William Kannel  
Ian A. Hammel

Counsel to the *Lapis Parties*

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court's website).

**NOTICE OF CONFIRMATION HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104



1 JAMES L. DAY (WSBA #20474)  
BUSH KORNFELD LLP  
2 601 Union Street, Suite 5000  
Seattle, WA 98101  
Tel: (206) 521-3858  
Email: [jday@bskd.com](mailto:jday@bskd.com)

3 SAMUEL R. MAIZEL (Admitted  
Pro Hac Vice)  
4 DENTONS US LLP  
601 South Figueroa Street, Suite  
5 2500  
Los Angeles, California 90017-5704  
Tel: (213) 623-9300  
6 Fax: (213) 623-9924  
Email:  
[samuel.maizel@dentons.com](mailto:samuel.maizel@dentons.com)

7 SAM J. ALBERTS (WSBA  
#22255)  
8 DENTONS US LLP  
1900 K. Street, NW  
9 Washington, DC 20006  
Tel: (202) 496-7500  
Fax: (202) 496-7756  
10 Email: [sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)

11 Attorneys for the Chapter 11  
Debtors and Debtors In Possession

MARK D. NORTHRUP  
(WSBA #16947)  
MILLER NASH GRAHAM &  
DUNN LLP  
2801 Alaskan Way, Suite 300  
Seattle, Washington 98121-  
1128  
Tel: (206) 624-8300  
Email:  
[mark.northrup@millernash.com](mailto:mark.northrup@millernash.com)

WILLIAM KANNEL  
(Admitted Pro Hac Vice)  
IAN A. HAMMEL (Admitted  
Pro Hac Vice)  
MINTZ, LEVIN, COHN,  
FERRIS, GLOVSKY AND  
POPEO, P.C.  
One Financial Center  
Boston, Massachusetts 02111  
Tel: (617) 542-6000  
Email: [wkannel@mintz.com](mailto:wkannel@mintz.com)  
Email: [iahammel@mintz.com](mailto:iahammel@mintz.com)  
Email: [tmckeon@mintz.com](mailto:tmckeon@mintz.com)

Attorneys for the Lapis Parties

HONORABLE WHITMAN L.  
HOLT

12 UNITED STATES BANKRUPTCY COURT  
13 EASTERN DISTRICT OF WASHINGTON

14 In re:

15 ASTRIA HEALTH, *et al.*,

16 Debtors and Debtors in  
Possession.<sup>1</sup>

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**NOTICE OF (I) APPROVAL OF THE  
DISCLOSURE STATEMENT, (II)  
DEADLINE FOR VOTING ON THE  
PLAN, (III) HEARING TO  
CONSIDER CONFIRMATION OF  
THE PLAN, AND (IV) DEADLINE  
FOR FILING OBJECTIONS TO  
CONFIRMATION OF THE PLAN**

18 <sup>1</sup> The Debtors, along with their case numbers, are as follows: Astria Health (19-  
19 01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings,  
LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHC Holdco, LLC (19-  
20 01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center -  
Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11),  
Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11),  
Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-  
21 01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA  
Home Health, LLC (19-01200-11).

1 **PLEASE TAKE NOTICE OF THE FOLLOWING:**

2 **APPROVAL OF DISCLOSURE STATEMENT**

3 1. By Order dated November 12, 2020 [Docket No. 1991] (the  
4 "Disclosure Statement Order"), the United States Bankruptcy Court for the Eastern  
5 District of Washington (the "Bankruptcy Court") (a) approved the *Disclosure*  
6 *Statement Relating to the Second Amended Joint Chapter 11 Plan of Reorganization*  
7 *of Astria Health and its Debtor Affiliates* [Docket No. 1986] (including all exhibits  
8 thereto and as amended, modified, or supplemented from time to time, the  
9 "Disclosure Statement") filed by Astria Health ("Astria") and the above-referenced  
10 affiliated debtors, the debtors and debtors in possession in the above-captioned  
11 chapter 11 bankruptcy cases (each a "Debtor" and, collectively, the "Debtors") and  
12 the Lapis Parties (together with the Debtors, the "Plan Proponents"), as containing  
adequate information within the meaning of § 1125 of Title 11 of the United States  
Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code") and (b) authorized the Plan  
Proponents to solicit votes to accept or reject the *Second Amended Joint Chapter 11*  
*Plan of Reorganization of Astria Health and its Debtor Affiliates* [Docket No. 1987]  
(including all exhibits thereto, any plan supplement, and as amended, modified, or  
supplemented from time to time, the "Plan"). All capitalized terms used but not  
defined herein shall have the same meanings ascribed to them in the Plan, the  
Disclosure Statement, or the Disclosure Statement Order, as applicable.

13 2. **YOU ARE OR MIGHT BE THE HOLDER OF CLAIMS IN CLASSES OF**  
14 **UNIMPAIRED CLAIMS DEEMED TO ACCEPT THE PLAN THAT ARE NOT**  
15 **ENTITLED TO VOTE ON THE PLAN. THE FOLLOWING IS A SUMMARY OF THE**  
16 **TREATMENT OF SUCH NON-VOTING CLASSES UNDER THE PLAN.**

Class	Designation	Impairment	Entitled to Vote
1	Priority Claims	Not Impaired	No (deemed to accept)

17 3. **UNDER THE TERMS OF THE PLAN, HOLDERS OF CLAIMS IN CLASS**  
18 **1 ARE UNIMPAIRED UNDER THE PLAN AND THEREFORE, PURSUANT TO THE**  
19 **PLAN AND BANKRUPTCY CODE SECTION 1126(f), ARE (I) PRESUMED TO HAVE**  
20 **ACCEPTED THE PLAN, (II) NOT ENTITLED TO VOTE ON THE PLAN, AND (III)**  
21 **DEEMED TO HAVE COMPLETELY, CONCLUSIVELY, UNCONDITIONALLY, AND**  
**IRREVOCABLY RELEASED THE RELEASED PARTIES AS SET FORTH IN SECTION**  
**VII OF THE PLAN.**

21 **NOTICE OF CONFIRMATION**  
**HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

**RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS  
CONTAINED IN PLAN**

4. SECTION VII OF THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING THOSE SET FORTH BELOW. YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION AND EXCULPATION PROVISIONS THEREIN, AS YOUR RIGHTS MAY BE AFFECTED.

5. **Sections VII.F and VII.H of the Plan contain the following Releases:**

(a) Debtors’ Releases. On the Effective Date of the Plan and to the fullest extent authorized by applicable law, the Released Parties and their respective property will be expressly, unconditionally, generally and individually and collectively released, acquitted and discharged by the Debtors on behalf of themselves, their estates, the Reorganized Debtors, the GUC Distribution Trust and the Liquidation Trust (such that the Reorganized Debtors, the GUC Distribution Trust and the Liquidation Trust will not hold any Claims or Causes of Action released pursuant to this Plan), for the good and valuable consideration provided by each of the Released Parties, from any and all actions, Claims, debts, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute, violations of federal or state securities laws or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the effective date arising from or related in any way to the Debtors, any of the Debtors’ present or former assets, the Released Parties’ interests in or management of the Debtors, the Plan, the Disclosure Statement, this Chapter 11 Case, or any restructuring of Claims or interests undertaken prior to the Effective Date, including those that the Debtors, the Reorganized Debtors, the GUC Distribution Trust, or the Liquidation Trust would have been legally entitled to assert or that any holder of a Claim against or interest in the Debtor or any other entity could have been legally entitled to assert derivatively or on behalf of the Debtors or their estates including with respect to the Lapis Parties any challenge to claims and rights of the Lapis Parties under the Bond Documents and Credit Agreement Documents; *provided, however*, that the foregoing “Debtors’ Releases” shall not operate to waive or release any Claims or Causes of Action of the

**NOTICE OF CONFIRMATION HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 Debtors or their Estates against a Released Party arising under any contractual  
obligation owed to the Debtors that is entered into or assumed pursuant to the Plan.

2 Entry of the Confirmation Order shall constitute the Court's approval, pursuant  
3 to Bankruptcy Rule 9019, of the Debtors' Releases, which includes by reference each  
4 of the related provisions and definitions contained in the Plan, and, further, shall  
5 constitute the Court's finding that the Debtors' Releases are: (1) in exchange for the  
6 good and valuable consideration provided by the Released Parties; (2) a good-faith  
7 settlement and compromise of the Claims released by the Debtors' Releases; (3) in  
the best interests of the Debtors' Estates and all holders of Claims and interests; (4)  
fair, equitable, and reasonable; (5) given and made after due notice and opportunity  
for hearing; and (6) a bar against any of the Debtors' estates, the Reorganized Debtors,  
the GUC Distribution Trust, or the Liquidation Trust, asserting any Claim or Cause  
of Action released pursuant to the Debtors' Releases.

8 The foregoing release as to the Lapis Parties is an integral component of the  
9 Senior Debt 9019 Settlement.

10 (b) Third Party Releases. On the Effective Date of the Plan and to  
11 the fullest extent authorized by applicable law, the Releasing Parties shall be deemed  
12 to have expressly, unconditionally, generally and individually and collectively,  
13 released and acquitted the Released Parties and their respective property from any  
14 and all actions, claims, interests, obligations, rights, suits, damages, causes of action,  
15 remedies and liabilities whatsoever, including any derivative claims asserted on  
16 behalf of the Debtor, whether known or unknown, foreseen or unforeseen, matured  
17 or unmatured, existing or hereafter arising, in law, equity, contract, tort or otherwise,  
18 that such Holder (whether individually or collectively) ever had, now has or hereafter  
19 can, shall or may have, based on or relating to, or in any manner arising from or  
20 related in any way to the Debtors, any of the Debtors' present or former assets, the  
Released Parties' interests in or management of the Debtors, the business or  
contractual arrangements between the Debtors and any Released Party, the Plan, the  
Disclosure Statement, these Chapter 11 Cases, or any restructuring of Claims or  
interests undertaken prior to the Effective Date, including those that the Debtors, the  
Reorganized Debtors, the GUC Distribution Trust, or the Liquidation Trust would  
have been legally entitled to assert or that any holder of a Claim against or interest in  
the Debtors or any other Entity could have been legally entitled to assert derivatively  
or on behalf of the Debtors or their Estates, except for (i) any Claims and causes of  
action for actual fraud, gross negligence or willful misconduct and (ii) the right to  
receive distributions from the Debtors, the Reorganized Debtors, the Litigation Trust,  
or the Liquidation Trust on account of an allowed Claim against the Debtors pursuant

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 to the Plan. For the avoidance of doubt, the Releasing Parties shall include (a) the  
2 Released Parties, and (b) all Holders of Claims that (i) vote to accept the Plan, and  
3 (ii) do not affirmatively opt out of the third party release provided by this section  
4 pursuant to a duly executed ballot. notwithstanding anything to the contrary herein,  
5 in no event shall an entity that (x) does not vote to accept or reject the Plan, (y) votes  
6 to reject the Plan, or (z) appropriately marks the ballot to opt out of the third party  
7 release provided in this section and returns such ballot in accordance with the  
8 solicitation procedures order, be a Releasing Party.

9 Entry of the Confirmation Order shall constitute the Court's approval, pursuant  
10 to Bankruptcy Rule 9019, of the third party release, which includes by reference each  
11 of the related provisions and definitions contained in the Plan, and, further, shall  
12 constitute the Court's finding that the third party release is: (1) in exchange for the  
13 good and valuable consideration provided by the Released Parties; (2) a good-faith  
14 settlement and compromise of the Claims released by the third party release; (3) in  
15 the best interests of the Debtors and all holders of Claims and interests; (4) fair,  
16 equitable, and reasonable; (5) given and made after due notice and opportunity for  
17 hearing; and (6) a bar to any of the Releasing Parties asserting any Claim released  
18 pursuant to the third party release.

19 Notwithstanding any provision herein, there shall be no release or Exculpation  
20 by or injunction against any committee member holding a Claim or representing a  
21 claimant that has opted out of the third party release or has not voted on the Plan,  
except solely in such committee member's capacity as such.

The foregoing release as to the Lapis Parties is an integral component of the  
Senior Debt 9019 Settlement. Pursuant to § 1123(b)(3)(a) and the Senior Debt 9019  
Settlement, as of the Effective Date, for good and valuable consideration, the  
adequacy of which is hereby confirmed, to the maximum extent permitted by law,  
each holder of any Claim shall be deemed to forever release, waive, and discharge  
all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of  
Action, and liabilities whatsoever, against the Lapis Parties arising from or related to  
the Lapis Parties' pre- and/or post-petition actions, omissions or liabilities,  
transaction, occurrence, or other activity of any nature except for as provided in this  
Plan or the Confirmation Order.

(c) Waiver of Statutory Limitations on Releases. Each Releasing  
Party in each of the releases contained in the Plan (including under this section)  
expressly acknowledges that although ordinarily a general release may not extend to  
claims which the Releasing Party does not know or suspect to exist in his favor, which

**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104



1 if known by it may have materially affected its settlement with the party released,  
2 they have carefully considered and taken into account in determining to enter into the  
3 above releases the possible existence of such unknown losses or claims. without  
4 limiting the generality of the foregoing, each releasing party expressly waives any  
5 and all rights conferred upon it by any statute or rule of law which provides that a  
6 release does not extend to claims which the claimant does not know or suspect to  
7 exist in its favor at the time of executing the release, which if known by it may have  
8 materially affected its settlement with the Releasing Party. The releases contained in  
9 this section are effective regardless of whether those released matters are presently  
10 known, unknown, suspected or unsuspected, foreseen or unforeseen.

11 **4. Section VII.G of the Plan contains the following Injunctions:**

12 General Injunction. Except as otherwise provided in the Plan or the  
13 Confirmation Order, all entities who have held, hold, or may hold Claims, interests,  
14 Causes of Action, or liabilities that: (1) are subject to compromise and settlement  
15 pursuant to the terms of the Plan; (2) have been released pursuant to Section VII.F.1  
16 of the Plan; (3) have been released pursuant to Section VII.F.2 of the Plan; (4) are  
17 subject to exculpation pursuant to Section VII.E of the Plan; or (5) are otherwise  
18 stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and  
19 precluded, from and after the Effective Date, from: (a) commencing or continuing in  
20 any manner any action or other proceeding of any kind, including on account of any  
21 Claims, interests, Causes of Actions, or liabilities that have been compromised or  
settled against the Debtors, the Reorganized Debtors, the GUC Distribution Trust,  
the Liquidation Trust, or any entity so released or exculpated (or the property or estate  
of any entity, directly or indirectly, so released or exculpated) on account of or in  
connection with or with respect to any released, settled, compromised, or exculpated  
claims, Causes of Action, or liabilities; (b) enforcing, attaching, collecting, or  
recovering by any manner or means any judgment, award, decree, or order against  
the Debtors, the Reorganized Debtors, the GUC Distribution Trust, the Liquidation  
Trust, or any entity so released or exculpated (or the property or estate of the Debtor  
or any entity so released or exculpated) on account of or in connection with or with  
respect to any such released, settled, compromised, or exculpated Claims, Causes of  
Action, or liabilities; (c) creating, perfecting, or enforcing any lien, Claim, or  
encumbrance of any kind against the Debtors, the Reorganized Debtors, the GUC  
Distribution Trust, the Liquidation Trust, or any entity so released or exculpated (or  
the property or estate of the Debtor or any entity so released or exculpated) on  
account of or in connection with or with respect to any such released, settled,  
compromised, or exculpated claims, Causes of Action, or liabilities; (d) asserting any

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104



1 right of setoff or subrogation of any kind against any obligation due from the Debtors  
2 or any entity so released or exculpated (or the property or estates of the Debtors or  
3 any entity so released or exculpated) on account of or in connection with or with  
4 respect to any such released, settled, compromised, or exculpated claims, Causes of  
5 Action, or liabilities unless such entity has timely asserted such setoff or subrogation  
6 right prior to confirmation in a document filed with the court explicitly preserving  
7 such setoff or subrogation; and (e) commencing or continuing in any manner any  
8 action or other proceeding of any kind against the Debtors, the Reorganized Debtors,  
9 the GUC Distribution Trust, the Liquidation Trust, or any entity so released or  
10 exculpated (or the property or estate of the Debtor or any entity so released or  
11 exculpated) on account of or in connection with or with respect to any such released,  
12 settled, compromised, or exculpated claims, Causes of Action, or liabilities released,  
13 settled, or compromised pursuant to the Plan; provided that nothing contained in the  
14 Plan shall preclude an entity from obtaining benefits directly and expressly provided  
15 to such entity pursuant to the terms of the Plan; provided, further, that nothing  
16 contained in the Plan shall be construed to prevent any entity from defending against  
17 Claims objections or collection actions whether by asserting a right of setoff or  
18 otherwise to the extent permitted by law.

19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

5. **Section VII.E of the Plan contains the following Exculpation:**

Exculpation. The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or post-petition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other prepetition or post-petition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing “Exculpation” provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; *provided*, that the foregoing “Exculpation” shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; *provided, further*, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the

NOTICE OF CONFIRMATION  
HEARING

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 advice of counsel concerning his, her, or its duties pursuant to, or in connection with,  
2 the Plan or any other related document, instrument, or agreement. The exculpation  
of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

3 6. The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis  
4 Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board  
Trustees, and (f) except as otherwise set forth below or in the the Plan, each of the  
5 foregoing Entities’ respective predecessors, successors and assigns, subsidiaries,  
Affiliates and their subsidiaries, beneficial owners, managed accounts or funds,  
6 current and former officers, directors, principals, shareholders, direct and indirect  
equity holders, members partners (general and limited), employees, agents, advisory  
7 board members, financial advisors, attorneys accountants, investment bankers,  
consultants, representatives, management companies, fund advisors, Professionals,  
8 and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-  
Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an  
9 officer of any of the foregoing, shall not constitute Released Parties for purposes of  
the Plan and provided further, that as a condition to receiving or enforcing any release  
10 granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates  
shall be deemed to have released each other Released Party and its Affiliates from  
11 any and all Claims or Causes of Action arising from or related to their relationship  
with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and  
12 notwithstanding anything herein to the contrary, a member of the Committee shall be  
a Released Party only in his or her capacity as a member of the Committee. For the  
13 further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan  
are expressly preserved notwithstanding anything to the contrary in Section  
14 I.A.1.132, Section VII.F.2, or any other provision of the Plan.

15 7. The Plan term “Releasing Party” means (a) the Released Parties; and (b)  
all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt  
16 out of the third party release provided by Section VII.F.2 of the Plan pursuant to a  
duly executed Ballot; *provided*, that, notwithstanding anything contained herein to  
17 the contrary, in no event shall an Entity that (x) does not vote to accept or reject the  
Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of  
18 the third party release provided in Section VII.F.2 of the Plan and returns such Ballot  
in accordance with the Solicitation Procedures Order, be a Releasing Party.

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

**SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS**

8. The following table designates the Classes of Claims against each of the Debtors and specifies which of those Classes are (a) Not Impaired by the Plan, (b) Impaired by the Plan, and (c) entitled to vote to accept or reject the Plan in accordance with § 1126. In accordance with § 1123(a)(1), Administrative Claims, Professional Fee Claims, and Priority Tax Claims, have not been classified. All of the potential Classes for the Debtors are set forth herein.

<i>All Debtors</i>			
<b>Class</b>	<b>Designation</b>	<b>Impairment</b>	<b>Voting Status</b>
1	Priority Claims	Unimpaired	Not Entitled to Vote / Deemed to Accept
2A	Senior Secured Bond Debt Claims	Impaired	Entitled to Vote
2B	Senior Secured Credit Agreement Claims	Impaired	Entitled to Vote
2C	Other Secured Claims	Impaired	Entitled to Vote
3	Convenience Class Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Impaired	Entitled to Vote
4A	Insured Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Eliminated Through Consolidation of Debtors for Plan Purposes	N/A

9. Class 1: Priority Claims (Other than Priority Tax Claims).

a. *Classification.* Class 1 consists of Priority Claims against Debtors, other than Priority Tax Claims. These Priority Claims are entitled to priority treatment in that each Holder of such a Claim is entitled to receive Cash from the Administrative and Priority Claims Reserve on the Effective Date (or as soon as practicable thereafter) equal to the allowed amount of such Claim, unless the Class votes to accept deferred Cash payments of a value, as of the Effective Date, equal to the allowed amount of such Claims. Excluded from this Class are (a) wage claims (including severance pay) in excess of the statutory limit of \$13,650, and (b) PTO Claims in excess of the statutory limit of

**NOTICE OF CONFIRMATION HEARING**

DENTONS US LLP  
 601 South Figueroa Street, Suite 2500  
 Los Angeles, CA 90017-5704  
 Phone: (213) 623-9300  
 Fax: (213) 623-9924

BUSH KORNFIELD LLP  
 LAW OFFICES  
 601 Union St., Suite 5000  
 Seattle, Washington 98101-2373  
 Telephone (206) 292-2110  
 Facsimile (206) 292-2104

1 \$13,650 for benefits. Such Claims will be treated as General  
2 Unsecured Claims in Class 4.<sup>2</sup>

3 b. *Treatment.* Except to the extent that a Holder of a Priority Claim  
4 agrees to a less favorable treatment of such Claim, each such  
5 Holder shall receive payment in Cash in an amount equal to the  
6 amount of such Allowed Claim, payable on the later of the  
7 Effective Date and the date when such Priority Claim becomes an  
8 Allowed Priority Claim.

9 c. *Voting.* Class 1 is Unimpaired. Holders of Priority Claims are  
10 deemed to have accepted the Plan, pursuant to § 1126(f), and are  
11 not entitled to vote to accept or reject the Plan.

12 10. Class 2A: Senior Secured Bond Debt Claims.

13 a. *Classification.* Class 2A consists of the Senior Secured Bond  
14 Debt Claims.

15 b. *Treatment.* In accordance with the Senior Debt 9019 Settlement,  
16 all Senior Secured Bond Debt Claims shall be Allowed and  
17 reinstated without setoff, reduction or subordination on the terms  
18 of the Exchange Debt Documents in the amount of all such Senior  
19 Secured Bond Debt Claims as of the Effective Date.

20 c. *Voting.* Class 2A is Impaired. Holders of the Senior Secured  
21 Bond Debt Claims are entitled to vote to accept or reject the Plan.

22 11. Class 2B: Senior Secured Credit Agreement Claims.

23 a. *Classification.* Class 2B consists of the Senior Secured Credit  
24 Agreement Claims.

25 <sup>2</sup> Employees may have accumulated paid time off (“PTO”) that the employees were able to roll  
26 forward from year to year, or cash out at retirement or departure. With limited exception regarding  
27 certain employees who were employed by SHC Medical Center - Yakima, separated after January  
28 1, 2020 and then rehired by another Debtor and who were paid on account of unused PTO earned  
29 while at SHC Medical Center - Yakima or provided with an allowed claim, the Reorganized  
30 Debtors will assume the PTO Claims for retained employees of the Hospital, and PTO will be  
31 allowed to be used on the same terms and conditions as before Petition Date.

1 b. *Treatment.* In accordance with the Senior Debt 9019 Settlement,  
2 all Senior Secured Credit Agreement Claims shall be Allowed  
3 and satisfied, without setoff, reduction, subordination or  
4 challenge, by the exchange of all Senior Secured Credit  
5 Agreement Claims for Senior Secured Credit Agreement  
6 Exchange Debt with the attributes described in the schedule  
7 attached as Exhibit A to the Plan in the amount of all Senior  
8 Secured Credit Agreement Claims as of the Effective Date.

9 c. *Voting.* Class 2B is Impaired. Holders of Senior Secured Credit  
10 Agreement Claims are entitled to vote to accept or reject the Plan.

11 12. Class 2C: Other Secured Claims.

12 a. *Classification.* Class 2C consists of the Other Secured Claims.

13 b. *Treatment.* On or as soon as practicable after the Effective Date,  
14 each Holder of an allowed Other Secured Claim against the  
15 Debtors will receive from the assets of the Debtors, at the  
16 discretion of the Plan Proponents (i) cash equal to the full amount  
17 of its Claim, (ii) a reinstated note on the same payment and  
18 collateral terms as its prior Claim, (iii) a return of collateral  
19 securing the Claim against the Debtor, with any deficiency to  
20 result in a General Unsecured Claim, or (iv) such less favorable  
21 treatment to which the Holder otherwise agrees.

c. *Voting.* Class 2C is Impaired. Holders of Other Secured Claims  
are entitled to vote to accept or reject the Plan.

13. Class 3: Convenience Class Claims.

a. *Classification.* Class 3 consists of Convenience Class Claims,  
meaning those General Unsecured Claims that are either (i) less  
than or equal to five thousand dollars (\$5,000), or (ii) if the Claim  
amount is greater than five thousand dollars (\$5,000), a General  
Unsecured Claim with respect to which the Holder has made a  
Convenience Class Election and thus accepted a maximum of one  
thousand dollars (\$1,000) as payment of such Holder's Claim in  
full. As used herein, "Convenience Class Election" means the  
timely election by a Holder of a General Unsecured Claim in the

1 amount of five thousand dollars (\$5,000) or greater to have such  
2 entire General Unsecured Claim be treated as a claim in the  
3 Convenience Class (Class 3), in which case the portion of such  
4 General Unsecured Claim in excess of \$5,000 shall be discharged  
5 in full on the Effective Date.

6  
7 b. *Treatment.* To be paid 20% of allowed amount of claim up to a  
8 maximum of \$1,000, on the Effective Date or as soon as  
9 practicable thereafter. There shall be no limitation on the number  
10 of Convenience Class members.

11 c. *Voting.* Class 3 is Impaired. Holders of Convenience Class  
12 Claims are entitled to vote to accept or reject the Plan.

13  
14 14. Class 4: General Unsecured Claims.

15 a. *Classification.* Class 4 consists of General Unsecured Claims  
16 which have not otherwise been classified.

17 b. *Treatment.* Holders of Allowed General Unsecured Claims shall  
18 receive, on one or more GUC Distribution Dates, a Pro Rata share  
19 of the Net GUC Distribution Trust Assets.

20 c. *Voting.* Class 4 is Impaired. Holders of General Unsecured  
21 Claims are entitled to vote to accept or reject the Plan.

22 15. Class 4A: Insured Claims.

23 a. *Classification.* Class 4A consists of Insured Claims.

24 b. *Treatment.* Subject to the terms and conditions set forth in  
25 Section III.N of the Plan, Holders of Allowed Insured Claims in  
26 Class 4A shall recover only from the available insurance and  
27 Debtors shall be discharged to the extent of any such excess. As  
28 of the Effective Date, all Insured Claims are Disputed.

29 c. *Voting.* Class 4A is Impaired. Holders of Insured Claims are  
30 entitled to vote to accept or reject the Plan.



1           16.    Class 5: Intercompany Claims.

2               a.    *Classification.* Class 5 consists of all intercompany Claims.

3               b.    *Treatment.* All intercompany claims shall be expunged and  
4                   eliminated through the limited consolidation of the Debtors  
                  unless otherwise indicated in the Plan Supplement.

5    **CONFIRMATION HEARING**

6           17.    On **December 18, 2020, at 10:00 a.m. (Prevailing Pacific Time)**, or as  
7           soon thereafter as counsel may be heard, a hearing (the "Confirmation Hearing") will  
8           be held before the Honorable Whitman L. Holt, United States Bankruptcy Judge, at  
9           the U.S. Bankruptcy Court, 402 E. Yakima Avenue, Second Floor Courtroom.,  
10          Yakima, WA 98901 to consider (i) confirmation of the Plan, as the same may be  
11          amended or modified; and (ii) such other and further relief as may be just and  
12          appropriate. Parties may appear at the Confirmation Hearing by telephone. To make  
13          a telephonic appearance, call **877-402-9757; code - 7036041**. The Confirmation  
14          Hearing may be adjourned from time to time without further notice to creditors or  
15          other parties in interest, other than by an announcement of such an adjournment in  
16          open court at the Confirmation Hearing or any adjournment thereof, or an appropriate  
17          filing with the Bankruptcy Court. The Plan may be modified in accordance with the  
18          Bankruptcy Code, the Bankruptcy Rules, the Plan, and other applicable law, without  
19          further notice, prior to or as a result of the Confirmation Hearing.  
20

13    **DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE**  
14    **PLAN**

15          18.    Objections, if any, to confirmation of the Plan, including any supporting  
16          memoranda, must: (i) be in writing; (ii) comply with the Bankruptcy Rules and the  
17          Local Rules; (iii) set forth the name of the objector and the nature and amount of any  
18          Claim asserted by the objector against or in the Debtors; (iv) state with particularity  
19          the legal and factual bases for the objection and, if practicable, a proposed  
20          modification to the Plan that would resolve such objection; and (v) be filed with the  
21          Bankruptcy Court, together with proof of service, and served so that they are  
                actually received by the following no later than **December 4, 2020** which deadline  
                may be extended by the Debtors (the "Confirmation Objection Deadline"): (i)  
                counsel to the Debtors, Dentons US LLP, 601 South Figueroa Street, Suite 2500,  
                Los Angeles, CA 90017, Attn: Samuel R. Maizel (samuel.maizel@dentons.com);

21                                    **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 (ii) counsel to the Committee, Sills Cummis & Gross, P.C., One Riverfront Plaza,  
Newark, NJ 07102, Attn: Andrew H. Sherman and Boris I. Mankovetskiy  
2 (asherman@sillscummis.com, bmankovetskiy@sillscummis.com); (iii) counsel to  
the Lapis Parties, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One  
3 Financial Center, Boston, MA 02111, Attn: William Kannel and Ian Hammel  
(wkannel@mintz.com, iahammel@mintz.com); and (iv) counsel to the U.S.  
4 Trustee, Office of the United States Trustee, 920 W. Riverside Ave., Suite 593,  
Spokane, WA 99201, Attn: Gary W. Dyer (gary.w.dyer@usdoj.gov).

5  
6 **ACCESS TO DOCUMENTS AND OTHER QUESTIONS**

7 19. Copies of the Plan and Disclosure Statement are available and may be  
downloaded by visiting the following website: <https://www.kccllc.net/astriahhealth>,  
8 or by contacting to the Debtors' Claims and Noticing Agent at:

9 Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
10 El Segundo, CA 90245  
(877) 726-6508 (U.S./Canada)  
11 (424) 236-7248 (International)

12 or via e-mail request to:

13 [Astriainfo@kccllc.com](mailto:Astriainfo@kccllc.com)

14 or on the Bankruptcy Court's website.<sup>3</sup>

15  
16  
17  
18  
19  
20 <sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents  
on the Bankruptcy Court's website).

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

Dated: November 18, 2020

DENTONS US LLP

By: /s/ Samuel R. Maizel

Samuel R. Maizel  
Sam J. Alberts  
Geoffrey M. Miller

Counsel to the *Debtors and Debtors In Possession*

Dated: November 18, 2020

MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY AND POPEO, P.C.

By: /s/ William Kannel

William Kannel  
Ian A. Hammel

Counsel to the *Lapis Parties*

**NOTICE OF CONFIRMATION HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

**Redline of Confirmation Hearing Notices**

1 JAMES L. DAY (WSBA #20474)  
BUSH KORNFELD LLP  
601 Union Street, Suite 5000  
2 Seattle, WA 98101  
Tel: (206) 521-3858  
Email: [jday@bskd.com](mailto:jday@bskd.com)

3 SAMUEL R. MAIZEL (Admitted  
Pro Hac Vice)  
4 DENTONS US LLP  
601 South Figueroa Street, Suite  
5 2500  
Los Angeles, California 90017-5704  
Tel: (213) 623-9300  
6 Fax: (213) 623-9924  
Email:  
[samuel.maizel@dentons.com](mailto:samuel.maizel@dentons.com)

7 SAM J. ALBERTS (WSBA  
#22255)  
8 DENTONS US LLP  
1900 K. Street, NW  
9 Washington, DC 20006  
Tel: (202) 496-7500  
Fax: (202) 496-7756  
10 Email: [sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)

MARK D. NORTHRUP  
(WSBA #16947)  
MILLER NASH GRAHAM &  
DUNN LLP  
2801 Alaskan Way, Suite 300  
Seattle, Washington  
98121-1128  
Tel: (206) 624-8300  
Email:  
[mark.northrup@millernash.com](mailto:mark.northrup@millernash.com)

WILLIAM KANNEL  
(Admitted Pro Hac Vice)  
IAN A. HAMMEL (Admitted  
Pro Hac Vice)  
MINTZ, LEVIN, COHN,  
FERRIS, GLOVSKY AND  
POPEO, P.C.  
One Financial Center  
Boston, Massachusetts 02111  
Tel: (617) 542-6000  
Email: [wkannel@mintz.com](mailto:wkannel@mintz.com)  
Email: [iahammel@mintz.com](mailto:iahammel@mintz.com)  
Email: [tmckeon@mintz.com](mailto:tmckeon@mintz.com)

Attorneys for the Lapis Parties

HONORABLE WHITMAN L.  
HOLT

11 Attorneys for the Chapter 11  
Debtors and Debtors In Possession

12 UNITED STATES BANKRUPTCY COURT  
13 EASTERN DISTRICT OF WASHINGTON

14 In re:

15 ASTRIA HEALTH, *et al.*,  
16 Debtors and Debtors in

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**NOTICE OF (I) APPROVAL OF THE  
DISCLOSURE STATEMENT, (II)  
DEADLINE FOR VOTING ON THE  
PLAN, (III) HEARING TO  
CONSIDER CONFIRMATION OF**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

Possession.<sup>1</sup>

**THE PLAN, AND (IV) DEADLINE  
FOR FILING OBJECTIONS TO  
CONFIRMATION OF THE PLAN**

<sup>1</sup> The Debtors, along with their case numbers, are as follows: Astria Health (19-01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings, LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHC Holdco, LLC (19-01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center - Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-01200-11).



1                   **PLEASE TAKE NOTICE OF THE FOLLOWING:**

2                                   **APPROVAL OF DISCLOSURE STATEMENT**

3           1.       By Order dated November 12, 2020 [Docket No. 1991] (the  
4       “Disclosure Statement Order”), the United States Bankruptcy Court for the Eastern  
5       District of Washington (the “Bankruptcy Court”) (a) approved the *Disclosure*  
6       *Statement Relating to the Second Amended Joint Chapter 11 Plan of*  
7       *Reorganization of Astria Health and its Debtor Affiliates* [Docket No. 1987]  
8       (including all exhibits thereto and as amended, modified, or supplemented from  
9       time to time, the “Disclosure Statement”) filed by Astria Health (“Astria”) and the  
10      above-referenced affiliated debtors, the debtors and debtors in possession in the  
11      above-captioned chapter 11 bankruptcy cases (each a “Debtor” and, collectively,  
12      the “Debtors”) and the Lapis Parties (together with the Debtors, the “Plan  
13      Proponents”), as containing adequate information within the meaning of § 1125 of  
14      Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy  
15      Code”) and (b) authorized the Plan Proponents to solicit votes to accept or reject  
16      the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health*  
17      and *its Debtor Affiliates* [Docket No. 1986] (including all exhibits thereto, any  
18      plan supplement, and as amended, modified, or supplemented from time to time,  
19      the “Plan”). All capitalized terms used but not defined herein shall have the same  
20      meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure  
21      Statement Order, as applicable.

13                                   **RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS**  
14   **CONTAINED IN PLAN**

15       2.       SECTION VII OF THE PLAN CONTAINS CERTAIN RELEASE,  
16       INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING THOSE  
17       SET FORTH BELOW. YOU ARE ADVISED TO CAREFULLY REVIEW AND  
18       CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION AND  
19       EXCULPATION PROVISIONS THEREIN, AS YOUR RIGHTS MAY BE  
20       AFFECTED.

18       3.       **Sections VII.F and VII.H of the Plan contain the following**  
19       **Releases:**

20       (a)      Debtors’ Releases. On the Effective Date of the Plan and to the  
21       fullest extent authorized by applicable law, the Released Parties and their

**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 respective property will be expressly, unconditionally, generally and individually  
2 and collectively released, acquitted and discharged by the Debtors on behalf of  
3 themselves, their estates, the Reorganized Debtors, the GUC Distribution Trust and  
4 the Liquidation Trust (such that the Reorganized Debtors, the GUC Distribution  
5 Trust and the Liquidation Trust will not hold any Claims or Causes of Action  
6 released pursuant to this Plan), for the good and valuable consideration provided  
7 by each of the Released Parties, from any and all actions, Claims, debts,  
8 obligations, rights, suits, damages, Causes of Action, remedies and liabilities  
9 whatsoever, including any derivative claims asserted on behalf of the Debtor,  
10 whether known or unknown, foreseen or unforeseen, matured or unmatured,  
11 existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute,  
12 violations of federal or state securities laws or otherwise, based in whole or in part  
13 upon any act or omission, transaction, or other occurrence or circumstances  
14 existing or taking place prior to or on the effective date arising from or related in  
15 any way to the Debtors, any of the Debtors' present or former assets, the Released  
16 Parties' interests in or management of the Debtors, the Plan, the Disclosure  
17 Statement, this Chapter 11 Case, or any restructuring of Claims or interests  
18 undertaken prior to the Effective Date, including those that the Debtors, the  
19 Reorganized Debtors, the GUC Distribution Trust, or the Liquidation Trust would  
20 have been legally entitled to assert or that any holder of a Claim against or interest  
21 in the Debtor or any other entity could have been legally entitled to assert  
derivatively or on behalf of the Debtors or their estates including with respect to  
the Lapis Parties any challenge to claims and rights of the Lapis Parties under the  
Bond Documents and Credit Agreement Documents; *provided, however*, that the  
foregoing "Debtors' Releases" shall not operate to waive or release any Claims or  
Causes of Action of the Debtors or their Estates against a Released Party arising  
under any contractual obligation owed to the Debtors that is entered into or  
assumed pursuant to the Plan.

Entry of the Confirmation Order shall constitute the Court's approval,  
pursuant to Bankruptcy Rule 9019, of the Debtors' Releases, which includes by  
reference each of the related provisions and definitions contained in the Plan, and,  
further, shall constitute the Court's finding that the Debtors' Releases are: (1) in  
exchange for the good and valuable consideration provided by the Released  
Parties; (2) a good-faith settlement and compromise of the Claims released by the  
Debtors' Releases; (3) in the best interests of the Debtors' Estates and all holders  
of Claims and interests; (4) fair, equitable, and reasonable; (5) given and made  
after due notice and opportunity for hearing; and (6) a bar against any of the  
Debtors' estates, the Reorganized Debtors, the GUC Distribution Trust, or the

**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 Liquidation Trust, asserting any Claim or Cause of Action released pursuant to the  
2 Debtors' Releases.

3 The foregoing release as to the Lapis Parties is an integral component of the  
4 Senior Debt 9019 Settlement.

5 (b) Third Party Releases. On the Effective Date of the Plan and to  
6 the fullest extent authorized by applicable law, the Releasing Parties shall be  
7 deemed to have expressly, unconditionally, generally and individually and  
8 collectively, released and acquitted the Released Parties and their respective  
9 property from any and all actions, claims, interests, obligations, rights, suits,  
10 damages, causes of action, remedies and liabilities whatsoever, including any  
11 derivative claims asserted on behalf of the Debtor, whether known or unknown,  
12 foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law,  
13 equity, contract, tort or otherwise, that such Holder (whether individually or  
14 collectively) ever had, now has or hereafter can, shall or may have, based on or  
15 relating to, or in any manner arising from or related in any way to the Debtors, any  
16 of the Debtors' present or former assets, the Released Parties' interests in or  
17 management of the Debtors, the business or contractual arrangements between the  
18 Debtors and any Released Party, the Plan, the Disclosure Statement, these Chapter  
19 11 Cases, or any restructuring of Claims or interests undertaken prior to the  
20 Effective Date, including those that the Debtors, the Reorganized Debtors, the  
21 GUC Distribution Trust, or the Liquidation Trust would have been legally entitled  
to assert or that any holder of a Claim against or interest in the Debtors or any other  
Entity could have been legally entitled to assert derivatively or on behalf of the  
Debtors or their Estates, except for (i) any Claims and causes of action for actual  
fraud, gross negligence or willful misconduct and (ii) the right to receive  
distributions from the Debtors, the Reorganized Debtors, the Litigation Trust, or  
the Liquidation Trust on account of an allowed Claim against the Debtors pursuant  
to the Plan. For the avoidance of doubt, the Releasing Parties shall include (a) the  
Released Parties, and (b) all Holders of Claims that (i) vote to accept the Plan, and  
(ii) do not affirmatively opt out of the third party release provided by this section  
pursuant to a duly executed ballot. notwithstanding anything to the contrary herein,  
in no event shall an entity that (x) does not vote to accept or reject the Plan, (y)  
votes to reject the Plan, or (z) appropriately marks the ballot to opt out of the third  
party release provided in this section and returns such ballot in accordance with the  
solicitation procedures order, be a Releasing Party.

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 Entry of the Confirmation Order shall constitute the Court's approval,  
2 pursuant to Bankruptcy Rule 9019, of the third party release, which includes by  
3 reference each of the related provisions and definitions contained in the Plan, and,  
4 further, shall constitute the Court's finding that the third party release is: (1) in  
5 exchange for the good and valuable consideration provided by the Released  
6 Parties; (2) a good-faith settlement and compromise of the Claims released by the  
7 third party release; (3) in the best interests of the Debtors and all holders of Claims  
8 and interests; (4) fair, equitable, and reasonable; (5) given and made after due  
9 notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties  
10 asserting any Claim released pursuant to the third party release.

11 Notwithstanding any provision herein, there shall be no release or  
12 Exculpation by or injunction against any committee member holding a Claim or  
13 representing a claimant that has opted out of the third party release or has not voted  
14 on the Plan, except solely in such committee member's capacity as such.

15 The foregoing release as to the Lapis Parties is an integral component of the  
16 Senior Debt 9019 Settlement. Pursuant to § 1123(b)(3)(a) and the Senior Debt  
17 9019 Settlement, as of the Effective Date, for good and valuable consideration, the  
18 adequacy of which is hereby confirmed, to the maximum extent permitted by law,  
19 each holder of any Claim shall be deemed to forever release, waive, and discharge  
20 all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes  
21 of Action, and liabilities whatsoever, against the Lapis Parties arising from or  
related to the Lapis Parties' pre- and/or post-petition actions, omissions or  
liabilities, transaction, occurrence, or other activity of any nature except for as  
provided in this Plan or the Confirmation Order.

22 (c) Waiver of Statutory Limitations on Releases. Each Releasing  
Party in each of the releases contained in the Plan (including under this section)  
expressly acknowledges that although ordinarily a general release may not extend  
to claims which the Releasing Party does not know or suspect to exist in his favor,  
which if known by it may have materially affected its settlement with the party  
released, they have carefully considered and taken into account in determining to  
enter into the above releases the possible existence of such unknown losses or  
claims. without limiting the generality of the foregoing, each releasing party  
expressly waives any and all rights conferred upon it by any statute or rule of law  
which provides that a release does not extend to claims which the claimant does  
not know or suspect to exist in its favor at the time of executing the release, which  
if known by it may have materially affected its settlement with the Releasing Party.  
The releases contained in this section are effective regardless of whether those

**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 released matters are presently known, unknown, suspected or unsuspected,  
foreseen or unforeseen.

2           **4. Section VII.G of the Plan contains the following Injunctions:**

3           General Injunction. Except as otherwise provided in the Plan or the  
4 Confirmation Order, all entities who have held, hold, or may hold Claims, interests,  
5 Causes of Action, or liabilities that: (1) are subject to compromise and settlement  
6 pursuant to the terms of the Plan; (2) have been released pursuant to Section  
7 VII.F.1 of the Plan; (3) have been released pursuant to Section VII.F.2 of the Plan;  
8 (4) are subject to exculpation pursuant to Section VII.E of the Plan; or (5) are  
9 otherwise stayed or terminated pursuant to the terms of the Plan, are permanently  
10 enjoined and precluded, from and after the Effective Date, from: (a) commencing  
11 or continuing in any manner any action or other proceeding of any kind, including  
12 on account of any Claims, interests, Causes of Actions, or liabilities that have been  
13 compromised or settled against the Debtors, the Reorganized Debtors, the GUC  
14 Distribution Trust, the Liquidation Trust, or any entity so released or exculpated  
15 (or the property or estate of any entity, directly or indirectly, so released or  
16 exculpated) on account of or in connection with or with respect to any released,  
17 settled, compromised, or exculpated claims, Causes of Action, or liabilities; (b)  
18 enforcing, attaching, collecting, or recovering by any manner or means any  
19 judgment, award, decree, or order against the Debtors, the Reorganized Debtors,  
20 the GUC Distribution Trust, the Liquidation Trust, or any entity so released or  
exculpated (or the property or estate of the Debtor or any entity so released or  
exculpated) on account of or in connection with or with respect to any such  
released, settled, compromised, or exculpated Claims, Causes of Action, or  
liabilities; (c) creating, perfecting, or enforcing any lien, Claim, or encumbrance of  
any kind against the Debtors, the Reorganized Debtors, the GUC Distribution  
Trust, the Liquidation Trust, or any entity so released or exculpated (or the  
property or estate of the Debtor or any entity so released or exculpated) on account  
of or in connection with or with respect to any such released, settled, compromised,  
or exculpated claims, Causes of Action, or liabilities; (d) asserting any right of  
setoff or subrogation of any kind against any obligation due from the Debtors or  
any entity so released or exculpated (or the property or estates of the Debtors or  
any entity so released or exculpated) on account of or in connection with or with  
respect to any such released, settled, compromised, or exculpated claims, Causes of  
Action, or liabilities unless such entity has timely asserted such setoff or  
subrogation right prior to confirmation in a document filed with the court explicitly  
preserving such setoff or subrogation; and (e) commencing or continuing in any

21  
**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104



1 manner any action or other proceeding of any kind against the Debtors, the  
2 Reorganized Debtors, the GUC Distribution Trust, the Liquidation Trust, or any  
3 entity so released or exculpated (or the property or estate of the Debtor or any  
4 entity so released or exculpated) on account of or in connection with or with  
5 respect to any such released, settled, compromised, or exculpated claims, Causes of  
6 Action, or liabilities released, settled, or compromised pursuant to the Plan;  
7 provided that nothing contained in the Plan shall preclude an entity from obtaining  
8 benefits directly and expressly provided to such entity pursuant to the terms of the  
9 Plan; provided, further, that nothing contained in the Plan shall be construed to  
10 prevent any entity from defending against Claims objections or collection actions  
11 whether by asserting a right of setoff or otherwise to the extent permitted by law.

7 **5. Section VII.E of the Plan contains the following Exculpation:**

8 Exculpation. The Exculpated Parties shall neither have, nor incur any  
9 liability to any Entity for any prepetition or post-petition act taken or omitted to be  
10 taken in connection with the Chapter 11 Cases, or related to formulating,  
11 negotiating, soliciting, preparing, disseminating, confirming, or implementing the  
12 Plan or consummating the Plan, the Disclosure Statement, or any contract,  
13 instrument, release, or other agreement or document created or entered into in  
14 connection with the Plan or any other prepetition or post-petition act taken or  
15 omitted to be taken in connection with or in contemplation of the restructuring of  
16 the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration  
17 of the GUC Distribution Trust. Without limiting the foregoing “Exculpation”  
18 provided under this Section, the rights of any Holder of a Claim or Interest to  
19 enforce rights arising under the Plan shall be preserved, including the right to  
20 compel payment of distributions in accordance with the Plan; *provided*, that the  
21 foregoing “Exculpation” shall have no effect on the liability of any Entity for  
22 liability solely to the extent resulting from any such act or omission taken after the  
23 Effective Date or of any Entity solely to the extent resulting from any act or  
24 omission that is determined in a final order to have constituted gross negligence or  
25 willful misconduct; *provided, further*, that, subject to the foregoing exclusions,  
26 each Exculpated Party shall be entitled to rely upon the advice of counsel  
27 concerning his, her, or its duties pursuant to, or in connection with, the Plan or any  
28 other related document, instrument, or agreement. The exculpation of the Lapis  
29 Parties is an integral component of the Senior Debt 9019 Settlement.

6. The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis  
Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104



1 Trustees, and (f) except as otherwise set forth below or in the ~~this~~the Plan, each of  
2 the foregoing Entities' respective predecessors, successors and assigns,  
3 subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts  
4 or funds, current and former officers, directors, principals, shareholders, direct and  
5 indirect equity holders, members partners (general and limited), employees, agents,  
6 advisory board members, financial advisors, attorneys accountants, investment  
7 bankers, consultants, representatives, management companies, fund advisors,  
8 Professionals, and other professionals; provided, AHM, Inc., the officers of the  
9 Debtors, Non-Debtor Affiliates and AHM, Inc., and any Board Trustee acting in  
10 the capacity of an officer of any of the foregoing, shall not constitute Released  
11 Parties for purposes of ~~this~~the Plan and provided further, that as a condition to  
12 receiving or enforcing any release granted pursuant to Section VII.F.2 of the  
13 Plan hereof, each Released Party and its Affiliates shall be deemed to have released  
14 ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its  
15 Affiliates from any and all Claims or Causes of Action arising from or related to  
16 their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the~~  
17 ~~avoidance of doubt, Professional Fee Claims or rights to enforce this Plan~~. For the  
18 avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no~~  
19 ~~event shall an Entity that appropriately marks a Ballot to opt out of the third party~~  
20 ~~release provided in Section VII.F.2 of the Plan and returns such Ballot in~~  
21 ~~accordance with the Solicitation Procedures Order be a Released Party, except that~~  
22 a member of the Committee ~~who either holds a Claim that has opted out of the~~  
23 ~~Third Party Release or represents a Claim that has opted out of the Third Party~~  
24 ~~Release~~ shall be a Released Party only in his or her capacity as a member of the  
25 Committee. For the further avoidance of doubt, all Professional Fee Claims and  
26 rights to enforce the Plan are expressly preserved notwithstanding anything to the  
27 contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

15 7. The Plan term "Releasing Party" means (a) the Released Parties; and  
16 (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not  
17 affirmatively opt out of the third party release provided by Section VII.F.2 of the  
18 Plan pursuant to a duly executed Ballot; *provided*, that, notwithstanding anything  
19 contained herein to the contrary, in no event shall an Entity that (x) does not vote  
20 to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks  
21 the Ballot to opt out of the third party release provided in Section VII.F.2 of the  
22 Plan and returns such Ballot in accordance with the Solicitation Procedures Order,  
23 be a Releasing Party.

24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
96  
97  
98  
99  
100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120  
121  
122  
123  
124  
125  
126  
127  
128  
129  
130  
131  
132  
133  
134  
135  
136  
137  
138  
139  
140  
141  
142  
143  
144  
145  
146  
147  
148  
149  
150  
151  
152  
153  
154  
155  
156  
157  
158  
159  
160  
161  
162  
163  
164  
165  
166  
167  
168  
169  
170  
171  
172  
173  
174  
175  
176  
177  
178  
179  
180  
181  
182  
183  
184  
185  
186  
187  
188  
189  
190  
191  
192  
193  
194  
195  
196  
197  
198  
199  
200  
201  
202  
203  
204  
205  
206  
207  
208  
209  
210  
211  
212  
213  
214  
215  
216  
217  
218  
219  
220  
221  
222  
223  
224  
225  
226  
227  
228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272  
273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317  
318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362  
363  
364  
365  
366  
367  
368  
369  
370  
371  
372  
373  
374  
375  
376  
377  
378  
379  
380  
381  
382  
383  
384  
385  
386  
387  
388  
389  
390  
391  
392  
393  
394  
395  
396  
397  
398  
399  
400  
401  
402  
403  
404  
405  
406  
407  
408  
409  
410  
411  
412  
413  
414  
415  
416  
417  
418  
419  
420  
421  
422  
423  
424  
425  
426  
427  
428  
429  
430  
431  
432  
433  
434  
435  
436  
437  
438  
439  
440  
441  
442  
443  
444  
445  
446  
447  
448  
449  
450  
451  
452  
453  
454  
455  
456  
457  
458  
459  
460  
461  
462  
463  
464  
465  
466  
467  
468  
469  
470  
471  
472  
473  
474  
475  
476  
477  
478  
479  
480  
481  
482  
483  
484  
485  
486  
487  
488  
489  
490  
491  
492  
493  
494  
495  
496  
497  
498  
499  
500  
501  
502  
503  
504  
505  
506  
507  
508  
509  
510  
511  
512  
513  
514  
515  
516  
517  
518  
519  
520  
521  
522  
523  
524  
525  
526  
527  
528  
529  
530  
531  
532  
533  
534  
535  
536  
537  
538  
539  
540  
541  
542  
543  
544  
545  
546  
547  
548  
549  
550  
551  
552  
553  
554  
555  
556  
557  
558  
559  
560  
561  
562  
563  
564  
565  
566  
567  
568  
569  
570  
571  
572  
573  
574  
575  
576  
577  
578  
579  
580  
581  
582  
583  
584  
585  
586  
587  
588  
589  
590  
591  
592  
593  
594  
595  
596  
597  
598  
599  
600  
601  
602  
603  
604  
605  
606  
607  
608  
609  
610  
611  
612  
613  
614  
615  
616  
617  
618  
619  
620  
621  
622  
623  
624  
625  
626  
627  
628  
629  
630  
631  
632  
633  
634  
635  
636  
637  
638  
639  
640  
641  
642  
643  
644  
645  
646  
647  
648  
649  
650  
651  
652  
653  
654  
655  
656  
657  
658  
659  
660  
661  
662  
663  
664  
665  
666  
667  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
678  
679  
680  
681  
682  
683  
684  
685  
686  
687  
688  
689  
690  
691  
692  
693  
694  
695  
696  
697  
698  
699  
700  
701  
702  
703  
704  
705  
706  
707  
708  
709  
710  
711  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733  
734  
735  
736  
737  
738  
739  
740  
741  
742  
743  
744  
745  
746  
747  
748  
749  
750  
751  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774  
775  
776  
777  
778  
779  
780  
781  
782  
783  
784  
785  
786  
787  
788  
789  
790  
791  
792  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815  
816  
817  
818  
819  
820  
821  
822  
823  
824  
825  
826  
827  
828  
829  
830  
831  
832  
833  
834  
835  
836  
837  
838  
839  
840  
841  
842  
843  
844  
845  
846  
847  
848  
849  
850  
851  
852  
853  
854  
855  
856  
857  
858  
859  
860  
861  
862  
863  
864  
865  
866  
867  
868  
869  
870  
871  
872  
873  
874  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897  
898  
899  
900  
901  
902  
903  
904  
905  
906  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938  
939  
940  
941  
942  
943  
944  
945  
946  
947  
948  
949  
950  
951  
952  
953  
954  
955  
956  
957  
958  
959  
960  
961  
962  
963  
964  
965  
966  
967  
968  
969  
970  
971  
972  
973  
974  
975  
976  
977  
978  
979  
980  
981  
982  
983  
984  
985  
986  
987  
988  
989  
990  
991  
992  
993  
994  
995  
996  
997  
998  
999  
1000

NOTICE OF CONFIRMATION  
HEARING

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

## SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

8. The following table designates the Classes of Claims against each of the Debtors and specifies which of those Classes are (a) Not Impaired by the Plan, (b) Impaired by the Plan, and (c) entitled to vote to accept or reject the Plan in accordance with § 1126. In accordance with § 1123(a)(1), Administrative Claims, Professional Fee Claims, and Priority Tax Claims, have not been classified. All of the potential Classes for the Debtors are set forth herein.

<i>All Debtors</i>			
<b>Class</b>	<b>Designation</b>	<b>Impairment</b>	<b>Voting Status</b>
1	Priority Claims	Unimpaired	Not Entitled to Vote / Deemed to Accept
2A	Senior Secured Bond Debt Claims	Impaired	Entitled to Vote
2B	Senior Secured Credit Agreement Claims	Impaired	Entitled to Vote
2C	Other Secured Claims	Impaired	Entitled to Vote
3	Convenience Class Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Impaired	Entitled to Vote
4A	Insured Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Eliminated Through Consolidation of Debtors for Plan Purposes	N/A

9. Class 1: Priority Claims (Other than Priority Tax Claims).

a. *Classification.* Class 1 consists of Priority Claims against Debtors, other than Priority Tax Claims. These Priority Claims are entitled to priority treatment in that each Holder of such a Claim is entitled to receive Cash from the Administrative and Priority Claims Reserve on the Effective Date (or as soon as practicable thereafter) equal to the allowed amount of such Claim, unless the Class votes to accept deferred Cash payments of a value, as of the Effective Date, equal to the allowed amount of such Claims. Excluded from this Class are (a) wage claims (including severance pay) in excess of the statutory limit of \$13,650, and (b) PTO Claims in excess of the statutory limit of

1 \$13,650 for benefits. Such Claims will be treated as General  
Unsecured Claims in Class 4.<sup>2</sup>

2  
3 b. *Treatment.* Except to the extent that a Holder of a Priority  
4 Claim agrees to a less favorable treatment of such Claim, each  
5 such Holder shall receive payment in Cash in an amount equal  
to the amount of such Allowed Claim, payable on the later of  
the Effective Date and the date when such Priority Claim  
becomes an Allowed Priority Claim.

6 c. *Voting.* Class 1 is Unimpaired. Holders of Priority Claims are  
7 deemed to have accepted the Plan, pursuant to § 1126(f), and  
are not entitled to vote to accept or reject the Plan.

8 10. Class 2A: Senior Secured Bond Debt Claims.

9 a. *Classification.* Class 2A consists of the Senior Secured Bond  
Debt Claims.

10 b. *Treatment.* In accordance with the Senior Debt 9019  
11 Settlement, all Senior Secured Bond Debt Claims shall be  
12 Allowed and reinstated without setoff, reduction or  
13 subordination on the terms of the Exchange Debt Documents in  
the amount of all such Senior Secured Bond Debt Claims as of  
the Effective Date.

14 c. *Voting.* Class 2A is Impaired. Holders of the Senior Secured  
15 Bond Debt Claims are entitled to vote to accept or reject the  
Plan.

16 11. Class 2B: Senior Secured Credit Agreement Claims.

17  
18 <sup>2</sup> Employees may have accumulated paid time off (“PTO”) that the employees were able to roll  
19 forward from year to year, or cash out at retirement or departure. With limited exception  
20 regarding certain employees who were employed by SHC Medical Center - Yakima, separated af  
21 ter January 1, 2020 and then rehired by another Debtor and who were paid on account of unused  
PTO earned while at SHC Medical Center - Yakima or provided with an allowed claim, the  
Reorganized Debtors will assume the PTO Claims for retained employees of the Hospital, and  
PTO will be allowed to be used on the same terms and conditions as before Petition Date.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

- a. *Classification.* Class 2B consists of the Senior Secured Credit Agreement Claims.
- b. *Treatment.* In accordance with the Senior Debt 9019 Settlement, all Senior Secured Credit Agreement Claims shall be Allowed and satisfied, without setoff, reduction, subordination or challenge, by the exchange of all Senior Secured Credit Agreement Claims for Senior Secured Credit Agreement Exchange Debt with the attributes described in the schedule attached as Exhibit A to the Plan in the amount of all Senior Secured Credit Agreement Claims as of the Effective Date.
- c. *Voting.* Class 2B is Impaired. Holders of Senior Secured Credit Agreement Claims are entitled to vote to accept or reject the Plan.

12. Class 2C: Other Secured Claims.

- a. *Classification.* Class 2C consists of the Other Secured Claims.
- b. *Treatment.* On or as soon as practicable after the Effective Date, each Holder of an allowed Other Secured Claim against the Debtors will receive from the assets of the Debtors, at the discretion of the Plan Proponents (i) cash equal to the full amount of its Claim, (ii) a reinstated note on the same payment and collateral terms as its prior Claim, (iii) a return of collateral securing the Claim against the Debtor, with any deficiency to result in a General Unsecured Claim, or (iv) such less favorable treatment to which the Holder otherwise agrees.
- c. *Voting.* Class 2C is Impaired. Holders of Other Secured Claims are entitled to vote to accept or reject the Plan.

13. Class 3: Convenience Class Claims.

- a. *Classification.* Class 3 consists of Convenience Class Claims, meaning those General Unsecured Claims that are either (i) less than or equal to five thousand dollars (\$5,000), or (ii) if the

1 Claim amount is greater than five thousand dollars (\$5,000), a  
2 General Unsecured Claim with respect to which the Holder has  
3 made a Convenience Class Election and thus accepted a  
4 maximum of one thousand dollars (\$1,000) as payment of such  
5 Holder's Claim in full. As used herein, "Convenience Class  
6 Election" means the timely election by a Holder of a General  
7 Unsecured Claim in the amount of five thousand dollars  
8 (\$5,000) or greater to have such entire General Unsecured  
9 Claim be treated as a claim in the Convenience Class (Class 3),  
10 in which case the portion of such General Unsecured Claim in  
11 excess of \$5,000 shall be discharged in full on the Effective  
12 Date.

- 13
- 14 b. *Treatment.* To be paid 20% of allowed amount of claim up to a  
15 maximum of \$1,000, on the Effective Date or as soon as  
16 practicable thereafter. There shall be no limitation on the  
17 number of Convenience Class members.
- 18 c. *Voting.* Class 3 is Impaired. Holders of Convenience Class  
19 Claims are entitled to vote to accept or reject the Plan.

20 14. Class 4: General Unsecured Claims.

- 21 a. *Classification.* Class 4 consists of General Unsecured Claims  
which have not otherwise been classified.
- b. *Treatment.* Holders of Allowed General Unsecured Claims  
shall receive, on one or more GUC Distribution Dates, a Pro  
Rata share of the Net GUC Distribution Trust Assets.
- c. *Voting.* Class 4 is Impaired. Holders of General Unsecured  
Claims are entitled to vote to accept or reject the Plan.

15. Class 4A: Insured Claims.

- a. *Classification.* Class 4A consists of Insured Claims.
- b. *Treatment.* Subject to the terms and conditions set forth in  
Section III.N of the Plan, Holders of Allowed Insured Claims in  
Class 4A shall recover only from the available insurance and

1 Debtors shall be discharged to the extent of any such excess.  
2 As of the Effective Date, all Insured Claims are Disputed.

3 c. *Voting.* Class 4A is Impaired. Holders of Insured Claims are  
4 entitled to vote to accept or reject the Plan.

5 16. Class 5: Intercompany Claims.

6 a. *Classification.* Class 5 consists of all intercompany Claims.

7 b. *Treatment.* All intercompany claims shall be expunged and  
8 eliminated through the limited consolidation of the Debtors  
9 unless otherwise indicated in the Plan Supplement.

10 **CONFIRMATION HEARING**

11 17. On **December 18, 2020, at 10:00 a.m. (Prevailing Pacific Time)**, or  
12 as soon thereafter as counsel may be heard, a hearing (the “Confirmation Hearing”)  
13 will be held before the Honorable Whitman L. Holt, United States Bankruptcy  
14 Judge, at the U.S. Bankruptcy Court, 402 E. Yakima Avenue, Second Floor  
15 Courtroom., Yakima, WA 98901 to consider (i) confirmation of the Plan, as the  
16 same may be amended or modified; and (ii) such other and further relief as may be  
17 just and appropriate. Parties may appear at the Confirmation Hearing by telephone.  
18 To make a telephonic appearance, call **877-402-9757; code - 7036041**. The  
19 Confirmation Hearing may be adjourned from time to time without further notice to  
20 creditors or other parties in interest, other than by an announcement of such an  
21 adjournment in open court at the Confirmation Hearing or any adjournment  
thereof, or an appropriate filing with the Bankruptcy Court. The Plan may be  
modified in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Plan,  
and other applicable law, without further notice, prior to or as a result of the  
Confirmation Hearing.

18 **DEADLINE TO VOTE TO ACCEPT OR REJECT THE PLAN**

19 18. You are entitled to vote to accept or reject the Plan. In order to be  
20 counted as a vote to accept or reject the Plan, you must properly execute, complete,  
21 and deliver a Ballot (or Ballots) to the Debtors so as to be received by the Debtors

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104



1 no later than **4:00 p.m. (Pacific Time) on December 4, 2020** (the “Voting  
2 Deadline”) as set forth below.

3 19. All Ballots must be delivered via First Class Mail, overnight courier,  
4 or hand delivery so as to be actually received by the Solicitation Agent no later  
5 than the Voting Deadline. Except as provided below, Ballots must be submitted to  
6 the Solicitation Agent at the following address in accordance with the voting  
7 procedures set forth below:

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 726-6508 (U.S./Canada)  
(424) 236-7248 (International)

20. Ballots may also be submitted via electronic, online transmissions,  
solely through a customized online balloting portal on the Debtors’ case website.  
Parties entitled to vote may cast an electronic Ballot and electronically sign and  
submit a Ballot instantly by utilizing the online balloting portal (which allows a  
holder to submit an electronic signature). Instructions for electronic, online  
transmission of Ballots is set forth on the Ballots. The encrypted ballot data and  
audit trail created by such electronic submission shall become part of the record of  
any Ballot submitted in this manner and the creditor’s electronic signature will be  
deemed to be immediately legally valid and effective.

21. **BALLOTS TRANSMITTED TO THE DEBTORS BY  
FACSIMILE, ELECTRONIC MAIL, OR OTHER MEANS NOT  
SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT MAY BE  
ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.**

**DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE  
PLAN**

22. Objections, if any, to confirmation of the Plan, including any  
supporting memoranda, must: (i) be in writing; (ii) comply with the Bankruptcy  
Rules and the Local Rules; (iii) set forth the name of the objector and the nature  
and amount of any Claim asserted by the objector against or in the Debtors; (iv)

**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 state with particularity the legal and factual bases for the objection and, if  
2 practicable, a proposed modification to the Plan that would resolve such  
3 objection; and (v) be filed with the Bankruptcy Court, together with proof of  
4 service, and served so that they are actually received by the following no later  
5 than **December 4, 2020** which deadline may be extended by the Debtors (the  
6 “Confirmation Objection Deadline”): (i) counsel to the Debtors, Dentons US  
7 LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, CA 90017, Attn:  
8 Samuel R. Maizel (samuel.maizel@dentons.com); (ii) counsel to the Committee,  
9 Sills Cummis & Gross, P.C., One Riverfront Plaza, Newark, NJ 07102, Attn:  
10 Andrew H. Sherman and Boris I. Mankovetskiy (asherman@sillscummis.com,  
11 bmankovetskiy@sillscummis.com); (iii) counsel to the Lapis Parties, Mintz,  
12 Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston,  
13 MA 02111, Attn: William Kannel and Ian Hammel (wkannel@mintz.com,  
14 iahammel@mintz.com); and (iv) counsel to the U.S. Trustee, Office of the  
15 United States Trustee, 920 W. Riverside Ave., Suite 593, Spokane, WA 99201,  
16 Attn: Gary W. Dyer (gary.w.dyer@usdoj.gov).

### **ACCESS TO DOCUMENTS AND OTHER QUESTIONS**

17 23. Copies of the Plan and Disclosure Statement are available and may be  
18 downloaded by visiting the following website: <https://www.kccllc.net/astriahhealth>,  
19 or by contacting to the Debtors’ Claims and Noticing Agent at:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 726-6508 (U.S./Canada)  
(424) 236-7248 (International)

or via e-mail request to:

Astriainfo@kccllc.com

or on the Bankruptcy Court’s website.<sup>3</sup>

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website).

1 Dated: November ~~12~~,18, 2020

DENTONS US LLP

2 By: /s/ Samuel R. Maizel

Samuel R. Maizel

3 Sam J. Alberts

Geoffrey M. Miller

4 Counsel to the *Debtors and Debtors In Possession*

5 Dated: November ~~12~~,18, 2020

MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY AND POPEO, P.C.

6 By: /s/ William Kannel

7 William Kannel

Ian A. Hammel

8 Counsel to the *Lapis Parties*

9  
10 —

11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
**NOTICE OF CONFIRMATION HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

Document comparison by Workshare 9.5 on Tuesday, November 17, 2020  
11:25:22 PM

Input:	
Document 1 ID	interwovenSite://USDMS/US_Active/115377687/2
Description	#115377687v2<US_Active> - Astria - Form of Notice of Confirmation Hearing
Document 2 ID	interwovenSite://USDMS/US_Active/115377687/3
Description	#115377687v3<US_Active> - Astria - Form of Notice of Confirmation Hearing
Rendering set	Underline Strikethrough

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	11
Deletions	14
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	25

1 JAMES L. DAY (WSBA #20474)  
BUSH KORNFELD LLP  
601 Union Street, Suite 5000  
2 Seattle, WA 98101  
Tel: (206) 521-3858  
Email: [jday@bskd.com](mailto:jday@bskd.com)

3 SAMUEL R. MAIZEL (Admitted  
Pro Hac Vice)  
4 DENTONS US LLP  
601 South Figueroa Street, Suite  
5 2500  
Los Angeles, California 90017-5704  
Tel: (213) 623-9300  
6 Fax: (213) 623-9924  
Email:  
[samuel.maizel@dentons.com](mailto:samuel.maizel@dentons.com)

7 SAM J. ALBERTS (WSBA  
#22255)  
8 DENTONS US LLP  
1900 K. Street, NW  
9 Washington, DC 20006  
Tel: (202) 496-7500  
Fax: (202) 496-7756  
10 Email: [sam.alberts@dentons.com](mailto:sam.alberts@dentons.com)

11 Attorneys for the Chapter 11  
Debtors and Debtors In Possession

MARK D. NORTHRUP  
(WSBA #16947)  
MILLER NASH GRAHAM &  
DUNN LLP  
2801 Alaskan Way, Suite 300  
Seattle, Washington 98121-1128  
Tel: (206) 624-8300  
Email:  
[mark.northrup@millernash.com](mailto:mark.northrup@millernash.com)

WILLIAM KANNEL (Admitted  
Pro Hac Vice)  
IAN A. HAMMEL (Admitted  
Pro Hac Vice)  
MINTZ, LEVIN, COHN,  
FERRIS, GLOVSKY AND  
POPEO, P.C.  
One Financial Center  
Boston, Massachusetts 02111  
Tel: (617) 542-6000  
Email: [wkannel@mintz.com](mailto:wkannel@mintz.com)  
Email: [iahammel@mintz.com](mailto:iahammel@mintz.com)  
Email: [tmckeon@mintz.com](mailto:tmckeon@mintz.com)

Attorneys for the Lapis Parties

HONORABLE WHITMAN L.  
HOLT

12 UNITED STATES BANKRUPTCY COURT  
13 EASTERN DISTRICT OF WASHINGTON

14 In re:

15 ASTRIA HEALTH, *et al.*,  
16 Debtors and Debtors in

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**NOTICE OF (I) APPROVAL OF THE  
DISCLOSURE STATEMENT, (II)  
DEADLINE FOR VOTING ON THE  
PLAN, (III) HEARING TO  
CONSIDER CONFIRMATION OF**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

Possession.<sup>1</sup>

**THE PLAN, AND (IV) DEADLINE  
FOR FILING OBJECTIONS TO  
CONFIRMATION OF THE PLAN**

<sup>1</sup> The Debtors, along with their case numbers, are as follows: Astria Health (19-01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings, LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHC Holdco, LLC (19-01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center - Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-01200-11).



1 PLEASE TAKE NOTICE OF THE FOLLOWING:

2 APPROVAL OF DISCLOSURE STATEMENT

3 1. By Order dated November 12, 2020 [Docket No. 1991] (the  
4 "Disclosure Statement Order"), the United States Bankruptcy Court for the Eastern  
5 District of Washington (the "Bankruptcy Court") (a) approved the *Disclosure  
6 Statement Relating to the Second Amended Joint Chapter 11 Plan of  
7 Reorganization of Astria Health and its Debtor Affiliates* [Docket No. 1986]  
8 (including all exhibits thereto and as amended, modified, or supplemented from  
9 time to time, the "Disclosure Statement") filed by Astria Health ("Astria") and the  
10 above-referenced affiliated debtors, the debtors and debtors in possession in the  
11 above-captioned chapter 11 bankruptcy cases (each a "Debtor" and, collectively,  
12 the "Debtors") and the Lapis Parties (together with the Debtors, the "Plan  
13 Proponents"), as containing adequate information within the meaning of § 1125 of  
14 Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy  
15 Code") and (b) authorized the Plan Proponents to solicit votes to accept or reject  
16 the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health  
17 and its Debtor Affiliates* [Docket No. 1987] (including all exhibits thereto, any  
18 plan supplement, and as amended, modified, or supplemented from time to time,  
19 the "Plan"). All capitalized terms used but not defined herein shall have the same  
20 meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure  
21 Statement Order, as applicable.

2. YOU ARE OR MIGHT BE THE HOLDER OF CLAIMS IN CLASSES OF  
UNIMPAIRED CLAIMS DEEMED TO ACCEPT THE PLAN THAT ARE NOT  
ENTITLED TO VOTE ON THE PLAN. THE FOLLOWING IS A SUMMARY OF THE  
TREATMENT OF SUCH NON-VOTING CLASSES UNDER THE PLAN.

Class	Designation	Impairment	Entitled to Vote
11	Priority Claims	Not Impaired	No (deemed to accept)

3. UNDER THE TERMS OF THE PLAN, HOLDERS OF CLAIMS IN  
CLASS 1 ARE UNIMPAIRED UNDER THE PLAN AND THEREFORE, PURSUANT TO  
THE PLAN AND BANKRUPTCY CODE SECTION 1126(f), ARE (I) PRESUMED TO  
HAVE ACCEPTED THE PLAN, (II) NOT ENTITLED TO VOTE ON THE PLAN, AND  
(III) DEEMED TO HAVE COMPLETELY, CONCLUSIVELY, UNCONDITIONALLY,  
AND IRREVOCABLY RELEASED THE RELEASED PARTIES AS SET FORTH IN  
SECTION VII OF THE PLAN.

NOTICE OF CONFIRMATION  
HEARING

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1                   **RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS**  
2   **CONTAINED IN PLAN**

3           4.       SECTION VII OF THE PLAN CONTAINS CERTAIN RELEASE,  
4           INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING THOSE  
5           SET FORTH BELOW. YOU ARE ADVISED TO CAREFULLY REVIEW AND  
6           CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION AND  
7           EXCULPATION PROVISIONS THEREIN, AS YOUR RIGHTS MAY BE  
8           AFFECTED.

9           5.       **Sections VII.F and VII.H of the Plan contain the following**  
10           **Releases:**

11           (a)    Debtors' Releases. On the Effective Date of the Plan and to the  
12           fullest extent authorized by applicable law, the Released Parties and their  
13           respective property will be expressly, unconditionally, generally and individually  
14           and collectively released, acquitted and discharged by the Debtors on behalf of  
15           themselves, their estates, the Reorganized Debtors, the GUC Distribution Trust and  
16           the Liquidation Trust (such that the Reorganized Debtors, the GUC Distribution  
17           Trust and the Liquidation Trust will not hold any Claims or Causes of Action  
18           released pursuant to this Plan), for the good and valuable consideration provided  
19           by each of the Released Parties, from any and all actions, Claims, debts,  
20           obligations, rights, suits, damages, Causes of Action, remedies and liabilities  
21           whatsoever, including any derivative claims asserted on behalf of the Debtor,  
          whether known or unknown, foreseen or unforeseen, matured or unmatured,  
          existing or hereinafter arising, in law, equity, contract, tort or otherwise, by statute,  
          violations of federal or state securities laws or otherwise, based in whole or in part  
          upon any act or omission, transaction, or other occurrence or circumstances  
          existing or taking place prior to or on the effective date arising from or related in  
          any way to the Debtors, any of the Debtors' present or former assets, the Released  
          Parties' interests in or management of the Debtors, the Plan, the Disclosure  
          Statement, this Chapter 11 Case, or any restructuring of Claims or interests  
          undertaken prior to the Effective Date, including those that the Debtors, the  
          Reorganized Debtors, the GUC Distribution Trust, or the Liquidation Trust would  
          have been legally entitled to assert or that any holder of a Claim against or interest  
          in the Debtor or any other entity could have been legally entitled to assert  
          derivatively or on behalf of the Debtors or their estates including with respect to  
          the Lapis Parties any challenge to claims and rights of the Lapis Parties under the  
          Bond Documents and Credit Agreement Documents; *provided, however,* that the

21           **NOTICE OF CONFIRMATION**  
          **HEARING**

  DENTONS US LLP  
  601 South Figueroa Street, Suite 2500  
  Los Angeles, CA 90017-5704  
  Phone: (213) 623-9300  
  Fax: (213) 623-9924

  BUSH KORNFIELD LLP  
  LAW OFFICES  
  601 Union St., Suite 5000  
  Seattle, Washington 98101-2373  
  Telephone (206) 292-2110  
  Facsimile (206) 292-2104

1 foregoing “Debtors’ Releases” shall not operate to waive or release any Claims or  
2 Causes of Action of the Debtors or their Estates against a Released Party arising  
under any contractual obligation owed to the Debtors that is entered into or  
assumed pursuant to the Plan.

3 Entry of the Confirmation Order shall constitute the Court’s approval,  
4 pursuant to Bankruptcy Rule 9019, of the Debtors’ Releases, which includes by  
5 reference each of the related provisions and definitions contained in the Plan, and,  
6 further, shall constitute the Court’s finding that the Debtors’ Releases are: (1) in  
7 exchange for the good and valuable consideration provided by the Released  
8 Parties; (2) a good-faith settlement and compromise of the Claims released by the  
9 Debtors’ Releases; (3) in the best interests of the Debtors’ Estates and all holders  
of Claims and interests; (4) fair, equitable, and reasonable; (5) given and made  
after due notice and opportunity for hearing; and (6) a bar against any of the  
Debtors’ estates, the Reorganized Debtors, the GUC Distribution Trust, or the  
Liquidation Trust, asserting any Claim or Cause of Action released pursuant to the  
Debtors’ Releases.

10 The foregoing release as to the Lapis Parties is an integral component of the  
Senior Debt 9019 Settlement.

11 (b) Third Party Releases. On the Effective Date of the Plan and to  
12 the fullest extent authorized by applicable law, the Releasing Parties shall be  
13 deemed to have expressly, unconditionally, generally and individually and  
14 collectively, released and acquitted the Released Parties and their respective  
15 property from any and all actions, claims, interests, obligations, rights, suits,  
16 damages, causes of action, remedies and liabilities whatsoever, including any  
17 derivative claims asserted on behalf of the Debtor, whether known or unknown,  
18 foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law,  
19 equity, contract, tort or otherwise, that such Holder (whether individually or  
20 collectively) ever had, now has or hereafter can, shall or may have, based on or  
relating to, or in any manner arising from or related in any way to the Debtors, any  
of the Debtors’ present or former assets, the Released Parties’ interests in or  
management of the Debtors, the business or contractual arrangements between the  
Debtors and any Released Party, the Plan, the Disclosure Statement, these Chapter  
11 Cases, or any restructuring of Claims or interests undertaken prior to the  
Effective Date, including those that the Debtors, the Reorganized Debtors, the  
GUC Distribution Trust, or the Liquidation Trust would have been legally entitled  
to assert or that any holder of a Claim against or interest in the Debtors or any other  
Entity could have been legally entitled to assert derivatively or on behalf of the

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 Debtors or their Estates, except for (i) any Claims and causes of action for actual  
2 fraud, gross negligence or willful misconduct and (ii) the right to receive  
3 distributions from the Debtors, the Reorganized Debtors, the Litigation Trust, or  
4 the Liquidation Trust on account of an allowed Claim against the Debtors pursuant  
5 to the Plan. For the avoidance of doubt, the Releasing Parties shall include (a) the  
6 Released Parties, and (b) all Holders of Claims that (i) vote to accept the Plan, and  
7 (ii) do not affirmatively opt out of the third party release provided by this section  
8 pursuant to a duly executed ballot. notwithstanding anything to the contrary herein,  
9 in no event shall an entity that (x) does not vote to accept or reject the Plan, (y)  
10 votes to reject the Plan, or (z) appropriately marks the ballot to opt out of the third  
11 party release provided in this section and returns such ballot in accordance with the  
12 solicitation procedures order, be a Releasing Party.

7 Entry of the Confirmation Order shall constitute the Court's approval,  
8 pursuant to Bankruptcy Rule 9019, of the third party release, which includes by  
9 reference each of the related provisions and definitions contained in the Plan, and,  
10 further, shall constitute the Court's finding that the third party release is: (1) in  
11 exchange for the good and valuable consideration provided by the Released  
12 Parties; (2) a good-faith settlement and compromise of the Claims released by the  
13 third party release; (3) in the best interests of the Debtors and all holders of Claims  
14 and interests; (4) fair, equitable, and reasonable; (5) given and made after due  
15 notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties  
16 asserting any Claim released pursuant to the third party release.

13 Notwithstanding any provision herein, there shall be no release or  
14 Exculpation by or injunction against any committee member holding a Claim or  
15 representing a claimant that has opted out of the third party release or has not voted  
16 on the Plan, except solely in such committee member's capacity as such.

15 The foregoing release as to the Lapis Parties is an integral component of the  
16 Senior Debt 9019 Settlement. Pursuant to § 1123(b)(3)(a) and the Senior Debt  
17 9019 Settlement, as of the Effective Date, for good and valuable consideration, the  
18 adequacy of which is hereby confirmed, to the maximum extent permitted by law,  
19 each holder of any Claim shall be deemed to forever release, waive, and discharge  
20 all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes  
21 of Action, and liabilities whatsoever, against the Lapis Parties arising from or  
related to the Lapis Parties' pre- and/or post-petition actions, omissions or  
liabilities, transaction, occurrence, or other activity of any nature except for as  
provided in this Plan or the Confirmation Order.

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 (c) Waiver of Statutory Limitations on Releases. Each Releasing  
2 Party in each of the releases contained in the Plan (including under this section)  
3 expressly acknowledges that although ordinarily a general release may not extend  
4 to claims which the Releasing Party does not know or suspect to exist in his favor,  
5 which if known by it may have materially affected its settlement with the party  
6 released, they have carefully considered and taken into account in determining to  
7 enter into the above releases the possible existence of such unknown losses or  
8 claims. without limiting the generality of the foregoing, each releasing party  
9 expressly waives any and all rights conferred upon it by any statute or rule of law  
10 which provides that a release does not extend to claims which the claimant does  
11 not know or suspect to exist in its favor at the time of executing the release, which  
12 if known by it may have materially affected its settlement with the Releasing Party.  
13 The releases contained in this section are effective regardless of whether those  
14 released matters are presently known, unknown, suspected or unsuspected,  
15 foreseen or unforeseen.

9 4. **Section VII.G of the Plan contains the following Injunctions:**

10 General Injunction. Except as otherwise provided in the Plan or the  
11 Confirmation Order, all entities who have held, hold, or may hold Claims, interests,  
12 Causes of Action, or liabilities that: (1) are subject to compromise and settlement  
13 pursuant to the terms of the Plan; (2) have been released pursuant to Section  
14 VII.F.1 of the Plan; (3) have been released pursuant to Section VII.F.2 of the Plan;  
15 (4) are subject to exculpation pursuant to Section VII.E of the Plan; or (5) are  
16 otherwise stayed or terminated pursuant to the terms of the Plan, are permanently  
17 enjoined and precluded, from and after the Effective Date, from: (a) commencing  
18 or continuing in any manner any action or other proceeding of any kind, including  
19 on account of any Claims, interests, Causes of Actions, or liabilities that have been  
20 compromised or settled against the Debtors, the Reorganized Debtors, the GUC  
21 Distribution Trust, the Liquidation Trust, or any entity so released or exculpated  
(or the property or estate of any entity, directly or indirectly, so released or  
exculpated) on account of or in connection with or with respect to any released,  
settled, compromised, or exculpated claims, Causes of Action, or liabilities; (b)  
enforcing, attaching, collecting, or recovering by any manner or means any  
judgment, award, decree, or order against the Debtors, the Reorganized Debtors,  
the GUC Distribution Trust, the Liquidation Trust, or any entity so released or  
exculpated (or the property or estate of the Debtor or any entity so released or  
exculpated) on account of or in connection with or with respect to any such  
released, settled, compromised, or exculpated Claims, Causes of Action, or

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104



1 liabilities; (c) creating, perfecting, or enforcing any lien, Claim, or encumbrance of  
2 any kind against the Debtors, the Reorganized Debtors, the GUC Distribution  
3 Trust, the Liquidation Trust, or any entity so released or exculpated (or the  
4 property or estate of the Debtor or any entity so released or exculpated) on account  
5 of or in connection with or with respect to any such released, settled, compromised,  
6 or exculpated claims, Causes of Action, or liabilities; (d) asserting any right of  
7 setoff or subrogation of any kind against any obligation due from the Debtors or  
8 any entity so released or exculpated (or the property or estates of the Debtors or  
9 any entity so released or exculpated) on account of or in connection with or with  
10 respect to any such released, settled, compromised, or exculpated claims, Causes of  
11 Action, or liabilities unless such entity has timely asserted such setoff or  
12 subrogation right prior to confirmation in a document filed with the court explicitly  
13 preserving such setoff or subrogation; and (e) commencing or continuing in any  
14 manner any action or other proceeding of any kind against the Debtors, the  
15 Reorganized Debtors, the GUC Distribution Trust, the Liquidation Trust, or any  
16 entity so released or exculpated (or the property or estate of the Debtor or any  
17 entity so released or exculpated) on account of or in connection with or with  
18 respect to any such released, settled, compromised, or exculpated claims, Causes of  
19 Action, or liabilities released, settled, or compromised pursuant to the Plan;  
20 provided that nothing contained in the Plan shall preclude an entity from obtaining  
21 benefits directly and expressly provided to such entity pursuant to the terms of the  
Plan; provided, further, that nothing contained in the Plan shall be construed to  
prevent any entity from defending against Claims objections or collection actions  
whether by asserting a right of setoff or otherwise to the extent permitted by law.

5. **Section VII.E of the Plan contains the following Exculpation:**

Exculpation. The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or post-petition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other prepetition or post-petition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing “Exculpation” provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to

**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104



1 compel payment of distributions in accordance with the Plan; *provided*, that the  
2 foregoing “Exculpation” shall have no effect on the liability of any Entity for  
3 liability solely to the extent resulting from any such act or omission taken after the  
4 Effective Date or of any Entity solely to the extent resulting from any act or  
5 omission that is determined in a final order to have constituted gross negligence or  
6 willful misconduct; *provided, further*, that, subject to the foregoing exclusions,  
7 each Exculpated Party shall be entitled to rely upon the advice of counsel  
8 concerning his, her, or its duties pursuant to, or in connection with, the Plan or any  
9 other related document, instrument, or agreement. The exculpation of the Lapis  
10 Parties is an integral component of the Senior Debt 9019 Settlement.

6 6. The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis  
7 Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board  
8 Trustees, and (f) except as otherwise set forth below or in the ~~this~~the Plan, each of  
9 the foregoing Entities’ respective predecessors, successors and assigns,  
10 subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts  
11 or funds, current and former officers, directors, principals, shareholders, direct and  
12 indirect equity holders, members partners (general and limited), employees, agents,  
13 advisory board members, financial advisors, attorneys accountants, investment  
14 bankers, consultants, representatives, management companies, fund advisors,  
15 Professionals, and other professionals; provided, AHM, Inc., the officers of the  
16 Debtors, Non-Debtor Affiliates and AHM, Inc., and any Board Trustee acting in  
17 the capacity of an officer of any of the foregoing, shall not constitute Released  
18 Parties for purposes of ~~this~~the Plan and provided further, that as a condition to  
19 receiving or enforcing any release granted pursuant to Section VII.F.2 of the  
20 ~~Plan~~hereof, each Released Party and its Affiliates shall be deemed to have released  
21 ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its  
Affiliates from any and all Claims or Causes of Action arising from or related to  
their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the~~  
~~avoidance of doubt, Professional Fee Claims or rights to enforce this Plan.~~ For the  
avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no~~  
~~event shall an Entity that appropriately marks a Ballot to opt out of the third party~~  
~~release provided in Section VII.F.2 of the Plan and returns such Ballot in~~  
~~accordance with the Solicitation Procedures Order be a Released Party, except that~~  
a member of the Committee ~~who either holds a Claim that has opted out of the~~  
~~Third Party Release or represents a Claim that has opted out of the Third Party~~  
~~Release~~ shall be a Released Party only in his or her capacity as a member of the  
Committee. For the further avoidance of doubt, all Professional Fee Claims and

21  
**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 [rights to enforce the Plan are expressly preserved notwithstanding anything to the](#)  
2 [contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.](#)

3 7. The Plan term “Releasing Party” means (a) the Released Parties; and  
4 (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not  
5 affirmatively opt out of the third party release provided by Section VII.F.2 of the  
6 Plan pursuant to a duly executed Ballot; *provided*, that, notwithstanding anything  
7 contained herein to the contrary, in no event shall an Entity that (x) does not vote  
8 to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks  
9 the Ballot to opt out of the third party release provided in Section VII.F.2 of the  
10 Plan and returns such Ballot in accordance with the Solicitation Procedures Order,  
11 be a Releasing Party.

### 8 **SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS**

9 8. The following table designates the Classes of Claims against each of  
10 the Debtors and specifies which of those Classes are (a) Not Impaired by the Plan,  
11 (b) Impaired by the Plan, and (c) entitled to vote to accept or reject the Plan in  
12 accordance with § 1126. In accordance with § 1123(a)(1), Administrative Claims,  
13 Professional Fee Claims, and Priority Tax Claims, have not been classified. All of  
14 the potential Classes for the Debtors are set forth herein.

12 <i>All Debtors</i>			
13 <b>Class</b>	<b>Designation</b>	<b>Impairment</b>	<b>Voting Status</b>
14 1	Priority Claims	Unimpaired	Not Entitled to Vote / Deemed to Accept
15 2A	Senior Secured Bond Debt Claims	Impaired	Entitled to Vote
16 2B	Senior Secured Credit Agreement Claims	Impaired	Entitled to Vote
17 2C	Other Secured Claims	Impaired	Entitled to Vote
18 3	Convenience Class Claims	Impaired	Entitled to Vote
19 4	General Unsecured Claims	Impaired	Entitled to Vote
20 4A	Insured Claims	Impaired	Entitled to Vote
21 5	Intercompany Claims	Eliminated Through Consolidation of Debtors for Plan Purposes	N/A

21 9. Class 1: Priority Claims (Other than Priority Tax Claims).

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

a. *Classification.* Class 1 consists of Priority Claims against Debtors, other than Priority Tax Claims. These Priority Claims are entitled to priority treatment in that each Holder of such a Claim is entitled to receive Cash from the Administrative and Priority Claims Reserve on the Effective Date (or as soon as practicable thereafter) equal to the allowed amount of such Claim, unless the Class votes to accept deferred Cash payments of a value, as of the Effective Date, equal to the allowed amount of such Claims. Excluded from this Class are (a) wage claims (including severance pay) in excess of the statutory limit of \$13,650, and (b) PTO Claims in excess of the statutory limit of \$13,650 for benefits. Such Claims will be treated as General Unsecured Claims in Class 4.<sup>2</sup>

b. *Treatment.* Except to the extent that a Holder of a Priority Claim agrees to a less favorable treatment of such Claim, each such Holder shall receive payment in Cash in an amount equal to the amount of such Allowed Claim, payable on the later of the Effective Date and the date when such Priority Claim becomes an Allowed Priority Claim.

c. *Voting.* Class 1 is Unimpaired. Holders of Priority Claims are deemed to have accepted the Plan, pursuant to § 1126(f), and are not entitled to vote to accept or reject the Plan.

10. Class 2A: Senior Secured Bond Debt Claims.

a. *Classification.* Class 2A consists of the Senior Secured Bond Debt Claims.

b. *Treatment.* In accordance with the Senior Debt 9019 Settlement, all Senior Secured Bond Debt Claims shall be

<sup>2</sup> Employees may have accumulated paid time off (“PTO”) that the employees were able to roll forward from year to year, or cash out at retirement or departure. With limited exception regarding certain employees who were employed by SHC Medical Center - Yakima, separated after January 1, 2020 and then rehired by another Debtor and who were paid on account of unused PTO earned while at SHC Medical Center - Yakima or provided with an allowed claim, the Reorganized Debtors will assume the PTO Claims for retained employees of the Hospital, and PTO will be allowed to be used on the same terms and conditions as before Petition Date.

**NOTICE OF CONFIRMATION HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

Allowed and reinstated without setoff, reduction or subordination on the terms of the Exchange Debt Documents in the amount of all such Senior Secured Bond Debt Claims as of the Effective Date.

c. *Voting.* Class 2A is Impaired. Holders of the Senior Secured Bond Debt Claims are entitled to vote to accept or reject the Plan.

11. Class 2B: Senior Secured Credit Agreement Claims.

a. *Classification.* Class 2B consists of the Senior Secured Credit Agreement Claims.

b. *Treatment.* In accordance with the Senior Debt 9019 Settlement, all Senior Secured Credit Agreement Claims shall be Allowed and satisfied, without setoff, reduction, subordination or challenge, by the exchange of all Senior Secured Credit Agreement Claims for Senior Secured Credit Agreement Exchange Debt with the attributes described in the schedule attached as Exhibit A to the Plan in the amount of all Senior Secured Credit Agreement Claims as of the Effective Date.

c. *Voting.* Class 2B is Impaired. Holders of Senior Secured Credit Agreement Claims are entitled to vote to accept or reject the Plan.

12. Class 2C: Other Secured Claims.

a. *Classification.* Class 2C consists of the Other Secured Claims.

b. *Treatment.* On or as soon as practicable after the Effective Date, each Holder of an allowed Other Secured Claim against the Debtors will receive from the assets of the Debtors, at the discretion of the Plan Proponents (i) cash equal to the full amount of its Claim, (ii) a reinstated note on the same payment and collateral terms as its prior Claim, (iii) a return of collateral securing the Claim against the Debtor, with any deficiency to

1 result in a General Unsecured Claim, or (iv) such less favorable  
2 treatment to which the Holder otherwise agrees.

3 c. *Voting.* Class 2C is Impaired. Holders of Other Secured Claims  
4 are entitled to vote to accept or reject the Plan.

5 13. Class 3: Convenience Class Claims.

6 a. *Classification.* Class 3 consists of Convenience Class Claims,  
7 meaning those General Unsecured Claims that are either (i) less  
8 than or equal to five thousand dollars (\$5,000), or (ii) if the  
9 Claim amount is greater than five thousand dollars (\$5,000), a  
10 General Unsecured Claim with respect to which the Holder has  
11 made a Convenience Class Election and thus accepted a  
12 maximum of one thousand dollars (\$1,000) as payment of such  
13 Holder's Claim in full. As used herein, "Convenience Class  
14 Election" means the timely election by a Holder of a General  
15 Unsecured Claim in the amount of five thousand dollars  
16 (\$5,000) or greater to have such entire General Unsecured  
17 Claim be treated as a claim in the Convenience Class (Class 3),  
18 in which case the portion of such General Unsecured Claim in  
19 excess of \$5,000 shall be discharged in full on the Effective  
20 Date.

21 b. *Treatment.* To be paid 20% of allowed amount of claim up to a  
maximum of \$1,000, on the Effective Date or as soon as  
practicable thereafter. There shall be no limitation on the  
number of Convenience Class members.

c. *Voting.* Class 3 is Impaired. Holders of Convenience Class  
Claims are entitled to vote to accept or reject the Plan.

14. Class 4: General Unsecured Claims.

a. *Classification.* Class 4 consists of General Unsecured Claims  
which have not otherwise been classified.

1 b. *Treatment.* Holders of Allowed General Unsecured Claims  
2 shall receive, on one or more GUC Distribution Dates, a Pro  
Rata share of the Net GUC Distribution Trust Assets.

3 c. *Voting.* Class 4 is Impaired. Holders of General Unsecured  
4 Claims are entitled to vote to accept or reject the Plan.

5 15. Class 4A: Insured Claims.

6 a. *Classification.* Class 4A consists of Insured Claims.

7 b. *Treatment.* Subject to the terms and conditions set forth in  
8 Section III.N of the Plan, Holders of Allowed Insured Claims in  
Class 4A shall recover only from the available insurance and  
Debtors shall be discharged to the extent of any such excess.  
As of the Effective Date, all Insured Claims are Disputed.

9 c. *Voting.* Class 4A is Impaired. Holders of Insured Claims are  
10 entitled to vote to accept or reject the Plan.

11 16. Class 5: Intercompany Claims.

12 a. *Classification.* Class 5 consists of all intercompany Claims.

13 b. *Treatment.* All intercompany claims shall be expunged and  
14 eliminated through the limited consolidation of the Debtors  
unless otherwise indicated in the Plan Supplement.

15 **CONFIRMATION HEARING**

16 17. On **December 18, 2020, at 10:00 a.m. (Prevailing Pacific Time)**, or  
17 as soon thereafter as counsel may be heard, a hearing (the “**Confirmation Hearing**”)  
18 will be held before the Honorable Whitman L. Holt, United States Bankruptcy  
Court Judge, at the U.S. Bankruptcy Court, 402 E. Yakima Avenue, Second Floor  
19 Courtroom., Yakima, WA 98901 to consider (i) confirmation of the Plan, as the  
same may be amended or modified; and (ii) such other and further relief as may be  
20 just and appropriate. Parties may appear at the Confirmation Hearing by telephone.  
To make a telephonic appearance, call **877-402-9757; code - 7036041.** The

21 **NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104



1 Confirmation Hearing may be adjourned from time to time without further notice to  
2 creditors or other parties in interest, other than by an announcement of such an  
3 adjournment in open court at the Confirmation Hearing or any adjournment  
4 thereof, or an appropriate filing with the Bankruptcy Court. The Plan may be  
5 modified in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Plan,  
6 and other applicable law, without further notice, prior to or as a result of the  
7 Confirmation Hearing.

8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

**DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE  
PLAN**

18. Objections, if any, to confirmation of the Plan, including any supporting memoranda, must: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules; (iii) set forth the name of the objector and the nature and amount of any Claim asserted by the objector against or in the Debtors; (iv) state with particularity the legal and factual bases for the objection and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed with the Bankruptcy Court, together with proof of service, and served so that they are actually received by the following no later than **December 4, 2020** which deadline may be extended by the Debtors (the “Confirmation Objection Deadline”): (i) counsel to the Debtors, Dentons US LLP, 601 South Figueroa Street, Suite 2500, Los Angeles, CA 90017, Attn: Samuel R. Maizel (samuel.maizel@dentons.com); (ii) counsel to the Committee, Sills Cummis & Gross, P.C., One Riverfront Plaza, Newark, NJ 07102, Attn: Andrew H. Sherman and Boris I. Mankovetskiy (asherman@sillscummis.com, bmankovetskiy@sillscummis.com); (iii) counsel to the Lapis Parties, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston, MA 02111, Attn: William Kannel and Ian Hammel (wkannel@mintz.com, iahammel@mintz.com); and (iv) counsel to the U.S. Trustee, Office of the United States Trustee, 920 W. Riverside Ave., Suite 593, Spokane, WA 99201, Attn: Gary W. Dyer (gary.w.dyer@usdoj.gov).

**ACCESS TO DOCUMENTS AND OTHER QUESTIONS**

19. Copies of the Plan and Disclosure Statement are available and may be downloaded by visiting the following website: <https://www.kccllc.net/astriahhealth>, or by contacting to the Debtors’ Claims and Noticing Agent at:

**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFIELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1 Astria Ballot Processing Center  
2 c/o Kurtzman Carson Consultants LLC  
222 N. Pacific Coast Highway, Suite 300  
3 El Segundo, CA 90245  
(877) 726-6508 (U.S./Canada)  
4 (424) 236-7248 (International)

5 or via e-mail request to:

6 Astriainfo@kccllc.com

7 or on the Bankruptcy Court's website.<sup>3</sup>

8  
9  
10  
11  
12  
13 Dated: November ~~12~~,18, 2020

DENTONS US LLP

14 By: /s/ Samuel R. Maizel

Samuel R. Maizel  
Sam J. Alberts  
Geoffrey M. Miller

15  
16 Counsel to the *Debtors and Debtors In Possession*

17  
18 Dated: November ~~12~~,18, 2020

MINTZ, LEVIN, COHN, FERRIS,  
GLOVSKY AND POPEO, P.C.

19  
20 <sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court's website).

21 **NOTICE OF CONFIRMATION HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21

By: /s/ William Kannel  
William Kannel  
Ian A. Hammel  
  
Counsel to the *Lapis Parties*

**NOTICE OF CONFIRMATION  
HEARING**

DENTONS US LLP  
601 South Figueroa Street, Suite 2500  
Los Angeles, CA 90017-5704  
Phone: (213) 623-9300  
Fax: (213) 623-9924

BUSH KORNFELD LLP  
LAW OFFICES  
601 Union St., Suite 5000  
Seattle, Washington 98101-2373  
Telephone (206) 292-2110  
Facsimile (206) 292-2104

Document comparison by Workshare 9.5 on Tuesday, November 17, 2020  
11:23:53 PM

Input:	
Document 1 ID	interwovenSite://USDMS/US_Active/115495658/2
Description	#115495658v2<US_Active> - Astria - Notice to Accepting Non-Voting Classes and Notice of Confirmation Hearing
Document 2 ID	interwovenSite://USDMS/US_Active/115495658/3
Description	#115495658v3<US_Active> - Astria - Notice to Accepting Non-Voting Classes and Notice of Confirmation Hearing
Rendering set	Underline Strikethrough

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	11
Deletions	14
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	25

**Ballots**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11

Lead Case No. 19-01189-11

Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF ASTRIA HEALTH AND ITS  
AFFILIATES**

**CLASS 2A Senior Secured Bond Debt Claims**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,  
2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,  
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN  
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No. 1986],<sup>1</sup> submitted by the Plan Proponents<sup>2</sup> and described in the related disclosure statement (the “Disclosure Statement”) [Docket No. 1987] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on November 12, 2020 [Docket No. 1991] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.<sup>3</sup>

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached

<sup>1</sup> All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

<sup>2</sup> The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.



instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE  
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a Class 2A Senior Secured Bond Debt Claim in the voting amount indicated below, votes to (check one box only):

**Accept** the Plan.

**Reject** the Plan.

Voting Amount \$ \_\_\_\_\_<sup>4</sup>

**IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.**

**Item 2. Important Information Regarding the Release by Holders of Claims**

**THE PLAN CONTAINS A SERIES OF RELEASES.** Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and notwithstanding anything herein to the contrary, a member of the Committee shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to

<sup>4</sup> For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

**(b) Section VII.F.2 of the Plan provides:**

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.**

**ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND**

VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.

**You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.**

The Holder of the Claims set forth in Item 1 elects to:

**Opt Out of the Third Party Release**

**Item 3. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

---

Name of Creditor

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

Date Completed

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 North Pacific Coast Highway, Suite 300  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent’s online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: \_\_\_\_\_

PIN#: \_\_\_\_\_

The Balloting Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent’s online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors’ discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the “accept” nor “reject” box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the Bankruptcy Code) solely



for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

Section VII.A of the Plan contains the following Discharge:

This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever arising prior to the Effective Date, including any interest accrued on such Claims from and after the Petition Date (except as otherwise ordered by the Court), against the Debtors, the Estates and their property.

Except as otherwise provided in the Plan or the Confirmation Order or in any Executory Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c) preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or their respective property any Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid other than under the Plan, Debtors will be deemed discharged and released with respect to such Claim and such Claim and shall not receive a distribution under the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, or as provided in contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a) commencing or continuing in any manner any action or other proceeding against the Debtors, the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or their respective property other than as specifically permitted under the Plan, as approved by the Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141. Any Entity injured by any willful violation of such Permanent Injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan

on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit Agreement Claims.

Section VII.E of the Plan contains the following Exculpation:

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing “Exculpation” provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; provided, that the foregoing “Exculpation” shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. The exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

Section VII.F.2 of the Plan contains the following Releases:

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS’ PRESENT OR FORMER ASSETS, THE RELEASED PARTIES’ INTERESTS IN OR**

MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER.

Section VII.G of the Plan contains the following Injunction:

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF;

(3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.*

Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW



**WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.**

The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and notwithstanding anything herein to the contrary, a member of the Committee shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

The Plan term “Releasing Party” means (a) the Released Parties; and (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by Section VII.F.2 hereof pursuant to a duly executed Ballot; provided, that, notwithstanding anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party.

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.



UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re  
ASTRIA HEALTH, *et al.*,  
Debtors and Debtors In Possession.

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF ASTRIA HEALTH AND ITS  
AFFILIATES**

CLASS 2B Senior Secured Credit Agreement Claims

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,  
2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,  
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN  
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No. 1986],<sup>1</sup> submitted by the Plan Proponents<sup>2</sup> and described in the related disclosure statement (the “Disclosure Statement”) [Docket No. 1987] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on November 12, 2020 [Docket No. 1991] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.<sup>3</sup>

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached

<sup>1</sup> All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

<sup>2</sup> The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE  
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a Class 2B Senior Secured Credit Agreement Claim in the voting amount indicated below, votes to (check one box only):

**Accept** the Plan.

**Reject** the Plan.

Voting Amount \$ \_\_\_\_\_<sup>4</sup>

**IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.**

**Item 2. Important Information Regarding the Release by Holders of Claims**

**THE PLAN CONTAINS A SERIES OF RELEASES.** Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and notwithstanding anything herein to the contrary, a member of the Committee shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to

<sup>4</sup> For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

**(b) Section VII.F.2 of the Plan provides:**

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.**

**ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND**

VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.

**You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.**

The Holder of the Claims set forth in Item 1 elects to:

**Opt Out of the Third Party Release**

**Item 3. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

---

Name of Creditor

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

Date Completed



**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 North Pacific Coast Highway, Suite 300  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent’s online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: \_\_\_\_\_

PIN#: \_\_\_\_\_

The Balloting Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent’s online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors’ discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the “accept” nor “reject” box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the Bankruptcy Code) solely

for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

Section VII.A of the Plan contains the following Discharge:

This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever arising prior to the Effective Date, including any interest accrued on such Claims from and after the Petition Date (except as otherwise ordered by the Court), against the Debtors, the Estates and their property.

Except as otherwise provided in the Plan or the Confirmation Order or in any Executory Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c) preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or their respective property any Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid other than under the Plan, Debtors will be deemed discharged and released with respect to such Claim and such Claim and shall not receive a distribution under the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, or as provided in contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a) commencing or continuing in any manner any action or other proceeding against the Debtors, the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or their respective property other than as specifically permitted under the Plan, as approved by the Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141. Any Entity injured by any willful violation of such Permanent Injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan

on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit Agreement Claims.

Section VII.E of the Plan contains the following Exculpation:

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing “Exculpation” provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; provided, that the foregoing “Exculpation” shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. The exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

Section VII.F.2 of the Plan contains the following Releases:

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS’ PRESENT OR FORMER ASSETS, THE RELEASED PARTIES’ INTERESTS IN OR**

MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER.

Section VII.G of the Plan contains the following Injunction:

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF;



(3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.*

Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW



**WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.**

The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and notwithstanding anything herein to the contrary, a member of the Committee shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

The Plan term “Releasing Party” means (a) the Released Parties; and (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by Section VII.F.2 hereof pursuant to a duly executed Ballot; provided, that, notwithstanding anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party.

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11

Lead Case No. 19-01189-11

Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF ASTRIA HEALTH AND ITS  
AFFILIATES**

CLASS 2C Other Secured Claims

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,  
2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,  
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN  
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No. 1986],<sup>1</sup> submitted by the Plan Proponents<sup>2</sup> and described in the related disclosure statement (the “Disclosure Statement”) [Docket No. 1987] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on November 12, 2020 [Docket No. 1991] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.<sup>3</sup>

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached

<sup>1</sup> All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

<sup>2</sup> The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE  
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a Class 2C Other Secured Claim in the voting amount indicated below, votes to (check one box only):

**Accept** the Plan.

**Reject** the Plan.

Voting Amount \$ \_\_\_\_\_<sup>4</sup>

**IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.**

**Item 2. Important Information Regarding the Release by Holders of Claims**

**THE PLAN CONTAINS A SERIES OF RELEASES.** Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and notwithstanding anything herein to the contrary, a member of the Committee shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to

<sup>4</sup> For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

**(b) Section VII.F.2 of the Plan provides:**

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.**

**ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND**

VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.

**You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.**

The Holder of the Claims set forth in Item 1 elects to:

**Opt Out of the Third Party Release**

**Item 3. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.



---

Name of Creditor

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

Date Completed

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 North Pacific Coast Highway, Suite 300  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent’s online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: \_\_\_\_\_

PIN#: \_\_\_\_\_

The Balloting Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent’s online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors’ discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the “accept” nor “reject” box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the Bankruptcy Code) solely

for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

Section VII.A of the Plan contains the following Discharge:

This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever arising prior to the Effective Date, including any interest accrued on such Claims from and after the Petition Date (except as otherwise ordered by the Court), against the Debtors, the Estates and their property.

Except as otherwise provided in the Plan or the Confirmation Order or in any Executory Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c) preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or their respective property any Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid other than under the Plan, Debtors will be deemed discharged and released with respect to such Claim and such Claim and shall not receive a distribution under the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, or as provided in contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a) commencing or continuing in any manner any action or other proceeding against the Debtors, the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or their respective property other than as specifically permitted under the Plan, as approved by the Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141. Any Entity injured by any willful violation of such Permanent Injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan

on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit Agreement Claims.

Section VII.E of the Plan contains the following Exculpation:

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing “Exculpation” provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; provided, that the foregoing “Exculpation” shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. The exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

Section VII.F.2 of the Plan contains the following Releases:

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS’ PRESENT OR FORMER ASSETS, THE RELEASED PARTIES’ INTERESTS IN OR**

MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER.

Section VII.G of the Plan contains the following Injunction:

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF;



(3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.*

Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW

**WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.**

The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and notwithstanding anything herein to the contrary, a member of the Committee shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

The Plan term “Releasing Party” means (a) the Released Parties; and (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by Section VII.F.2 hereof pursuant to a duly executed Ballot; provided, that, notwithstanding anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party.

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11

Lead Case No. 19-01189-11

Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF ASTRIA HEALTH AND ITS  
AFFILIATES**

CLASS 3 Convenience Class Claims

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,  
2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,  
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN  
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No. 1986],<sup>1</sup> submitted by the Plan Proponents<sup>2</sup> and described in the related disclosure statement (the “Disclosure Statement”) [Docket No. 1987] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on November 12, 2020 [Docket No. 1991] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.<sup>3</sup>

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached

<sup>1</sup> All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

<sup>2</sup> The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE  
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a Class 3 Convenience Class Claim in the voting amount indicated below, votes to (check one box only):

**Accept** the Plan.

**Reject** the Plan.

Voting Amount \$ \_\_\_\_\_<sup>4</sup>

**IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.**

**Item 2. Important Information Regarding the Release by Holders of Claims**

**THE PLAN CONTAINS A SERIES OF RELEASES.** Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and notwithstanding anything herein to the contrary, a member of the Committee shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to

<sup>4</sup> For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

**(b) Section VII.F.2 of the Plan provides:**

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.**

**ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND**



VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.

**You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.**

The Holder of the Claims set forth in Item 1 elects to:

**Opt Out of the Third Party Release**

**Item 3. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

---

Name of Creditor

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

Date Completed

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 North Pacific Coast Highway, Suite 300  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent’s online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: \_\_\_\_\_

PIN#: \_\_\_\_\_

The Balloting Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent’s online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors’ discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the “accept” nor “reject” box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the Bankruptcy Code) solely

for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

Section VII.A of the Plan contains the following Discharge:

This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever arising prior to the Effective Date, including any interest accrued on such Claims from and after the Petition Date (except as otherwise ordered by the Court), against the Debtors, the Estates and their property.

Except as otherwise provided in the Plan or the Confirmation Order or in any Executory Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c) preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or their respective property any Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid other than under the Plan, Debtors will be deemed discharged and released with respect to such Claim and shall not receive a distribution under the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, or as provided in contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a) commencing or continuing in any manner any action or other proceeding against the Debtors, the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or their respective property other than as specifically permitted under the Plan, as approved by the Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141. Any Entity injured by any willful violation of such Permanent Injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan

on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit Agreement Claims.

Section VII.E of the Plan contains the following Exculpation:

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing “Exculpation” provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; provided, that the foregoing “Exculpation” shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. The exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

Section VII.F.2 of the Plan contains the following Releases:

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS’ PRESENT OR FORMER ASSETS, THE RELEASED PARTIES’ INTERESTS IN OR**



MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER.

Section VII.G of the Plan contains the following Injunction:

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF;

(3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.*

Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW

**WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.**

The Plan term “**Released Parties**” means (a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; **provided**, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of the Plan and **provided further**, that as a condition to receiving or enforcing any release granted pursuant to **Section VII.F.2** hereof, each Released Party and its Affiliates shall be deemed to have released each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and notwithstanding anything herein to the contrary, a member of the Committee shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

The Plan term “**Releasing Party**” means (a) the Released Parties; and (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by Section VII.F.2 hereof pursuant to a duly executed Ballot; **provided**, that, notwithstanding anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party.

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11

Lead Case No. 19-01189-11

Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE FIRST AMENDED JOINT CHAPTER 11 PLAN  
OF REORGANIZATION OF ASTRIA HEALTH AND  
ITS AFFILIATES**

CLASS 4 General Unsecured Claims

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,  
2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,  
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN  
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No. 1986],<sup>1</sup> submitted by the Plan Proponents<sup>2</sup> and described in the related disclosure statement (the “Disclosure Statement”) [Docket No. 1987] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on November 12, 2020 [Docket No. 1991] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.<sup>3</sup>

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached

<sup>1</sup> All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

<sup>2</sup> The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2, 3 AND 4. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE  
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a Class 4 General Unsecured Claim in the voting amount indicated below, votes to (check one box only):

**Accept** the Plan.

**Reject** the Plan.

Voting Amount \$ \_\_\_\_\_<sup>4</sup>

**IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.**

**Item 2. Convenience Class Election.**

HOLDERS OF CLASS 4 CLAIMS IN EXCESS OF \$5,000 MAY ELECT TO RECEIVE THE TREATMENT OF CLASS 3 CLAIMS UNDER THE PLAN, IN LIEU OF RECEIVING ANY DISTRIBUTIONS IN CLASS 4, AND ACCEPT PAYMENT OF ONE THOUSAND DOLLARS (\$1,000) AS PAYMENT OF THE CLAIMANT’S CLAIM IN FULL.

The holder of Class 4 Claims set forth in Item 1 elects to:

**Participate in Class 3 and accept payment of \$1,000 as satisfaction of its Claim in full.**

**BY MAKING THE CONVENIENCE CLASS ELECTION, THE UNDERSIGNED UNDERSTANDS THAT ITS ELECTION IS IRREVOCABLE, IT WILL BE DEEMED A HOLDER OF CLASS 3 CLAIMS UNDER THE PLAN, IT WILL RECEIVE A DISTRIBUTION SOLELY UNDER CLASS 3, AND ITS RIGHT TO ASSERT ADDITIONAL CLAIMS ABOVE THE CONVENIENCE CLASS THRESHOLD ARE BEING WAIVED, RELEASED, SETTLED AND COMPROMISED.**

**Item 3. Important Information Regarding the Release by Holders of Claims**

**THE PLAN CONTAINS A SERIES OF RELEASES. Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.**

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the the

<sup>4</sup> For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).



Plan, each of the foregoing Entities' respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and notwithstanding anything herein to the contrary, a member of the Committee shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

**(b) Section VII.F.2 of the Plan provides:**

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND**

**(II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.**

**ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.**

**NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.**

**THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.**

**You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.**

The Holder of the Claims set forth in Item 1 elects to:

**Opt Out** of the Third Party Release

**Item 4. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

---

Name of Creditor

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

Date Completed

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

(a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 North Pacific Coast Highway, Suite 300  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent’s online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: \_\_\_\_\_

PIN#: \_\_\_\_\_

The Balloting Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent’s online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors’ discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the “accept” nor “reject” box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the Bankruptcy Code) solely

for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have a cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

**Section VII.A of the Plan contains the following Discharge:**

This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever arising prior to the Effective Date, including any interest accrued on such Claims from and after the Petition Date (except as otherwise ordered by the Court), against the Debtors, the Estates and their property.

Except as otherwise provided in the Plan or the Confirmation Order or in any Executory Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c) preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or their respective property any Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid other than under the Plan, Debtors will be deemed discharged and released with respect to such Claim and such Claim and shall not receive a distribution under the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, or as provided in contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a) commencing or continuing in any manner any action or other proceeding against the Debtors, the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or their respective property other than as specifically permitted under the Plan, as approved by the Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141. Any Entity injured by any willful violation of such Permanent Injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

**Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:**

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or



non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit Agreement Claims.

Section VII.E of the Plan contains the following Exculpation:

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing “Exculpation” provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; provided, that the foregoing “Exculpation” shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. The exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

Section VII.F.2 of the Plan contains the following Releases:

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS’ PRESENT OR FORMER ASSETS, THE RELEASED PARTIES’ INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS**

UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER.

Section VII.G of the Plan contains the following Injunction:

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF; (3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND

PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT* NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.

Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT

**WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.**

The Plan term “**Released Parties**” means (a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and notwithstanding anything herein to the contrary, a member of the Committee shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

The Plan term “**Releasing Party**” means (a) the Released Parties; and (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by Section VII.F.2 hereof pursuant to a duly executed Ballot; provided, that, notwithstanding anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party.

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11

Lead Case No. 19-01189-11

Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF ASTRIA HEALTH AND ITS  
AFFILIATES**

**CLASS 4A Insured Claims**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4, 2020, 2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT, KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No. 1986],<sup>1</sup> submitted by the Plan Proponents<sup>2</sup> and described in the related disclosure statement (the “Disclosure Statement”) [Docket No. 1987] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on November 12, 2020 [Docket No. 1991] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.<sup>3</sup>

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached

<sup>1</sup> All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

<sup>2</sup> The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.



**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE  
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a Class 4A Insured Claim in the voting amount indicated below, votes to (check one box only):

**Accept** the Plan.

**Reject** the Plan.

Voting Amount \$ \_\_\_\_\_<sup>4</sup>

**IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.**

**Item 2. Important Information Regarding the Release by Holders of Claims**

**THE PLAN CONTAINS A SERIES OF RELEASES.** Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and notwithstanding anything herein to the contrary, a member of the Committee shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to

<sup>4</sup> For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

**(b) Section VII.F.2 of the Plan provides:**

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.**

**ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND**

VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.

**You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.**

The Holder of the Claims set forth in Item 1 elects to:

**Opt Out of the Third Party Release**

**Item 3. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

---

Name of Creditor

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

Date Completed

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 North Pacific Coast Highway, Suite 300  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent’s online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: \_\_\_\_\_

PIN#: \_\_\_\_\_

The Balloting Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent’s online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors’ discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the “accept” nor “reject” box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the Bankruptcy Code) solely

for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.



**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

Section VII.A of the Plan contains the following Discharge:

This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever arising prior to the Effective Date, including any interest accrued on such Claims from and after the Petition Date (except as otherwise ordered by the Court), against the Debtors, the Estates and their property.

Except as otherwise provided in the Plan or the Confirmation Order or in any Executory Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c) preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or their respective property any Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid other than under the Plan, Debtors will be deemed discharged and released with respect to such Claim and shall not receive a distribution under the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, or as provided in contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a) commencing or continuing in any manner any action or other proceeding against the Debtors, the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or their respective property other than as specifically permitted under the Plan, as approved by the Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141. Any Entity injured by any willful violation of such Permanent Injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan

on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit Agreement Claims.

Section VII.E of the Plan contains the following Exculpation:

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing “Exculpation” provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; provided, that the foregoing “Exculpation” shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. The exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

Section VII.F.2 of the Plan contains the following Releases:

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS’ PRESENT OR FORMER ASSETS, THE RELEASED PARTIES’ INTERESTS IN OR**

MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER.

Section VII.G of the Plan contains the following Injunction:

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF;

(3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.*

Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW

**WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.**

The Plan term “**Released Parties**” means (a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; **provided**, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of the Plan and **provided further**, that as a condition to receiving or enforcing any release granted pursuant to **Section VII.F.2** hereof, each Released Party and its Affiliates shall be deemed to have released each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases. For the avoidance of doubt, and notwithstanding anything herein to the contrary, a member of the Committee shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

The Plan term “**Releasing Party**” means (a) the Released Parties; and (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by Section VII.F.2 hereof pursuant to a duly executed Ballot; **provided**, that, notwithstanding anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party.

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

**Redlines of Ballots**



UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF ASTRIA HEALTH AND ITS  
AFFILIATES**

CLASS 2A Senior Secured Bond Debt Claims

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,  
2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,  
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN  
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No. 1986],<sup>1</sup> submitted by the Plan Proponents<sup>2</sup> and described in the related disclosure statement (the “Disclosure Statement”) [Docket No. 1987] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on November 12, 2020 [Docket No. 1991] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.<sup>3</sup>

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

<sup>1</sup> All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

<sup>2</sup> The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE  
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a Class 2A Senior Secured Bond Debt Claim in the voting amount indicated below, votes to (check one box only):

**Accept** the Plan.

**Reject** the Plan.

Voting Amount \$ \_\_\_\_\_<sup>4</sup>

**IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.**

**Item 2. Important Information Regarding the Release by Holders of Claims**

**THE PLAN CONTAINS A SERIES OF RELEASES.** Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the ~~this~~the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of ~~this~~the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan.~~ For the avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation~~

<sup>4</sup> For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

~~Procedures Order be a Released Party, except that~~ a member of the Committee ~~who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release~~ shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

(b) Section VII.F.2 of the Plan provides:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE

**THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.**

**NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.**

**THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.**

**You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.**

The Holder of the Claims set forth in Item 1 elects to:

**Opt Out of the Third Party Release**

**Item 3. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that

an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

---

Name of Creditor

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

Date Completed



**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 North Pacific Coast Highway, Suite 300  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent's online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: \_\_\_\_\_  
PIN#: \_\_\_\_\_

The Balloting Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent's online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the "Voting Deadline"). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors' discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the "accept" nor "reject" box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the

Bankruptcy Code) solely for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

**Section VII.A of the Plan contains the following Discharge:**

This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever arising prior to the Effective Date, including any interest accrued on such Claims from and after the Petition Date (except as otherwise ordered by the Court), against the Debtors, the Estates and their property.

Except as otherwise provided in the Plan or the Confirmation Order or in any Executory Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c) preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or their respective property any Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid other than under the Plan, Debtors will be deemed discharged and released with respect to such Claim and such Claim and shall not receive a distribution under the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, or as provided in contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a) commencing or continuing in any manner any action or other proceeding against the Debtors, the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or their respective property other than as specifically permitted under the Plan, as approved by the Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141. Any Entity injured by any willful violation of such Permanent Injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

**Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:**

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of

its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit Agreement Claims.

Section VII.E of the Plan contains the following Exculpation:

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing "Exculpation" provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; provided, that the foregoing "Exculpation" shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. The exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

Section VII.F.2 of the Plan contains the following Releases:

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR**

UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER.



**Section VII.G of the Plan contains the following Injunction:**

**EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF; (3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT* NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.**

**Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:**

**EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT**



KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the ~~this~~the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc., and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of ~~this~~the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan.~~ For the avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.~~ For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section L.A.1.132, Section VII.F.2, or any other provision of the Plan.

The Plan term “Releasing Party” means (a) the Released Parties; and (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by Section VII.F.2 hereof pursuant to a duly executed Ballot; provided, that, notwithstanding anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party.

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Document comparison by Workshare 9.5 on Tuesday, November 17, 2020  
11:27:15 PM

Input:	
Document 1 ID	interwovenSite://USDMS/US_Active/115084540/7
Description	#115084540v7<US_Active> - Astria - Draft Ballot 2A
Document 2 ID	interwovenSite://USDMS/US_Active/115084540/8
Description	#115084540v8<US_Active> - Astria - Draft Ballot 2A
Rendering set	Underline Strikethrough

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	12
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	20

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF ASTRIA HEALTH AND ITS  
AFFILIATES**

**CLASS 2B Senior Secured Credit Agreement Claims**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,  
2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,  
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN  
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No. 1986],<sup>1</sup> submitted by the Plan Proponents<sup>2</sup> and described in the related disclosure statement (the “Disclosure Statement”) [Docket No. 1987] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on November 12, 2020 [Docket No. 1991] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.<sup>3</sup>

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

<sup>1</sup> All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

<sup>2</sup> The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE  
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a Class 2B Senior Secured Credit Agreement Claim in the voting amount indicated below, votes to (check one box only):

**Accept** the Plan.

**Reject** the Plan.

Voting Amount \$ \_\_\_\_\_<sup>4</sup>

**IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.**

**Item 2. Important Information Regarding the Release by Holders of Claims**

**THE PLAN CONTAINS A SERIES OF RELEASES.** Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the ~~this~~the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of ~~this~~the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan.~~ For the avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation~~

<sup>4</sup> For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

~~Procedures Order be a Released Party, except that~~ a member of the Committee ~~who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release~~ shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

(b) Section VII.F.2 of the Plan provides:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE



**THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.**

**NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.**

**THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.**

**You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.**

The Holder of the Claims set forth in Item 1 elects to:

**Opt Out of the Third Party Release**

**Item 3. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that

an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

---

Name of Creditor

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

Date Completed

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 North Pacific Coast Highway, Suite 300  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent's online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: \_\_\_\_\_  
PIN#: \_\_\_\_\_

The Balloting Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent's online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the "Voting Deadline"). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors' discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the "accept" nor "reject" box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the

Bankruptcy Code) solely for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

**Section VII.A of the Plan contains the following Discharge:**

This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever arising prior to the Effective Date, including any interest accrued on such Claims from and after the Petition Date (except as otherwise ordered by the Court), against the Debtors, the Estates and their property.

Except as otherwise provided in the Plan or the Confirmation Order or in any Executory Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c) preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or their respective property any Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid other than under the Plan, Debtors will be deemed discharged and released with respect to such Claim and such Claim and shall not receive a distribution under the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, or as provided in contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a) commencing or continuing in any manner any action or other proceeding against the Debtors, the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or their respective property other than as specifically permitted under the Plan, as approved by the Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141. Any Entity injured by any willful violation of such Permanent Injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

**Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:**

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of

its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit Agreement Claims.

Section VII.E of the Plan contains the following Exculpation:

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing "Exculpation" provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; provided, that the foregoing "Exculpation" shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. The exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

Section VII.F.2 of the Plan contains the following Releases:

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR**



UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER.

**Section VII.G of the Plan contains the following Injunction:**

**EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF; (3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT* NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.**

**Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:**

**EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT**

KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the ~~this~~the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc., and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of ~~this~~the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan.~~ For the avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.~~ For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section L.A.1.132, Section VII.F.2, or any other provision of the Plan.

The Plan term “Releasing Party” means (a) the Released Parties; and (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by Section VII.F.2 hereof pursuant to a duly executed Ballot; provided, that, notwithstanding anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party.

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Document comparison by Workshare 9.5 on Tuesday, November 17, 2020  
11:28:41 PM

Input:	
Document 1 ID	interwovenSite://USDMS/US_Active/115859859/5
Description	#115859859v5<US_Active> - Astria - Draft Ballot 2B
Document 2 ID	interwovenSite://USDMS/US_Active/115859859/6
Description	#115859859v6<US_Active> - Astria - Draft Ballot 2B
Rendering set	Underline Strikethrough

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved-deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	12
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	20

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF ASTRIA HEALTH AND ITS  
AFFILIATES**

---

CLASS 2C Other Secured Claims

---

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,  
2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,  
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN  
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No. 1986],<sup>1</sup> submitted by the Plan Proponents<sup>2</sup> and described in the related disclosure statement (the “Disclosure Statement”) [Docket No. 1987] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on November 12, 2020 [Docket No. 1991] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.<sup>3</sup>

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

<sup>1</sup> All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

<sup>2</sup> The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.



**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE  
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a Class 2C Other Secured Claim in the voting amount indicated below, votes to (check one box only):

**Accept** the Plan.

**Reject** the Plan.

Voting Amount \$ \_\_\_\_\_<sup>4</sup>

**IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.**

**Item 2. Important Information Regarding the Release by Holders of Claims**

**THE PLAN CONTAINS A SERIES OF RELEASES.** Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the ~~this~~the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of ~~this~~the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan.~~ For the avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation~~

<sup>4</sup> For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

~~Procedures Order be a Released Party, except that~~ a member of the Committee ~~who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release~~ shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

(b) Section VII.F.2 of the Plan provides:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE

THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.

You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.

The Holder of the Claims set forth in Item 1 elects to:

**Opt Out** of the Third Party Release

**Item 3. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that

an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

---

Name of Creditor

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

Date Completed

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 North Pacific Coast Highway, Suite 300  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent's online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: \_\_\_\_\_  
PIN#: \_\_\_\_\_

The Balloting Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent's online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the "Voting Deadline"). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors' discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the "accept" nor "reject" box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the

Bankruptcy Code) solely for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.



**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

**Section VII.A of the Plan contains the following Discharge:**

This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever arising prior to the Effective Date, including any interest accrued on such Claims from and after the Petition Date (except as otherwise ordered by the Court), against the Debtors, the Estates and their property.

Except as otherwise provided in the Plan or the Confirmation Order or in any Executory Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c) preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or their respective property any Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid other than under the Plan, Debtors will be deemed discharged and released with respect to such Claim and such Claim and shall not receive a distribution under the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, or as provided in contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a) commencing or continuing in any manner any action or other proceeding against the Debtors, the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or their respective property other than as specifically permitted under the Plan, as approved by the Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141. Any Entity injured by any willful violation of such Permanent Injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

**Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:**

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of

its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit Agreement Claims.

Section VII.E of the Plan contains the following Exculpation:

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing "Exculpation" provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; provided, that the foregoing "Exculpation" shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. The exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

Section VII.F.2 of the Plan contains the following Releases:

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR**

UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER.

**Section VII.G of the Plan contains the following Injunction:**

**EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF; (3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT* NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.**

**Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:**

**EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT**

KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the ~~this~~the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of ~~this~~the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan.~~ For the avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.~~ For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section L.A.1.132, Section VII.F.2, or any other provision of the Plan.

The Plan term “Releasing Party” means (a) the Released Parties; and (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by Section VII.F.2 hereof pursuant to a duly executed Ballot; provided, that, notwithstanding anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party.

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.



Document comparison by Workshare 9.5 on Tuesday, November 17, 2020  
11:30:03 PM

Input:	
Document 1 ID	interwovenSite://USDMS/US_Active/115859917/5
Description	#115859917v5<US_Active> - Astria - Draft Ballot 2C
Document 2 ID	interwovenSite://USDMS/US_Active/115859917/6
Description	#115859917v6<US_Active> - Astria - Draft Ballot 2C
Rendering set	Underline Strikethrough

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved-deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	12
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	20



UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF ASTRIA HEALTH AND ITS  
AFFILIATES**

---

CLASS 3 Convenience Class Claims

---

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,  
2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,  
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN  
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No. 1986],<sup>1</sup> submitted by the Plan Proponents<sup>2</sup> and described in the related disclosure statement (the “Disclosure Statement”) [Docket No. 1987] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on November 12, 2020 [Docket No. 1991] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.<sup>3</sup>

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

<sup>1</sup> All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

<sup>2</sup> The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE  
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a Class 3 Convenience Class Claim in the voting amount indicated below, votes to (check one box only):

**Accept** the Plan.

**Reject** the Plan.

Voting Amount \$ \_\_\_\_\_<sup>4</sup>

**IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.**

**Item 2. Important Information Regarding the Release by Holders of Claims**

**THE PLAN CONTAINS A SERIES OF RELEASES.** Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the ~~this~~the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of ~~this~~the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan.~~ For the avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation~~

<sup>4</sup> For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

~~Procedures Order be a Released Party, except that~~ a member of the Committee ~~who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release~~ shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

(b) Section VII.F.2 of the Plan provides:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE

**THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.**

**NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.**

**THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.**

**You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.**

The Holder of the Claims set forth in Item 1 elects to:

**Opt Out of the Third Party Release**

**Item 3. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that

an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

---

Name of Creditor

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

Date Completed



**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 North Pacific Coast Highway, Suite 300  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent's online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: \_\_\_\_\_  
PIN#: \_\_\_\_\_

The Balloting Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent's online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the "Voting Deadline"). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors' discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the "accept" nor "reject" box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the

Bankruptcy Code) solely for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

**Section VII.A of the Plan contains the following Discharge:**

This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever arising prior to the Effective Date, including any interest accrued on such Claims from and after the Petition Date (except as otherwise ordered by the Court), against the Debtors, the Estates and their property.

Except as otherwise provided in the Plan or the Confirmation Order or in any Executory Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c) preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or their respective property any Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid other than under the Plan, Debtors will be deemed discharged and released with respect to such Claim and such Claim and shall not receive a distribution under the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, or as provided in contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a) commencing or continuing in any manner any action or other proceeding against the Debtors, the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or their respective property other than as specifically permitted under the Plan, as approved by the Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141. Any Entity injured by any willful violation of such Permanent Injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

**Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:**

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of

its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit Agreement Claims.

Section VII.E of the Plan contains the following Exculpation:

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing "Exculpation" provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; provided, that the foregoing "Exculpation" shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. The exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

Section VII.F.2 of the Plan contains the following Releases:

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR**

UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER.



**Section VII.G of the Plan contains the following Injunction:**

**EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF; (3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT* NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.**

**Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:**

**EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT**



KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the ~~this~~the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc., and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of ~~this~~the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan.~~ For the avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.~~ For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section L.A.1.132, Section VII.F.2, or any other provision of the Plan.

The Plan term “Releasing Party” means (a) the Released Parties; and (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by Section VII.F.2 hereof pursuant to a duly executed Ballot; provided, that, notwithstanding anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party.

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Document comparison by Workshare 9.5 on Tuesday, November 17, 2020  
11:31:20 PM

Input:	
Document 1 ID	interwovenSite://USDMS/US_Active/115860273/5
Description	#115860273v5<US_Active> - Astria - Draft Ballot 3
Document 2 ID	interwovenSite://USDMS/US_Active/115860273/6
Description	#115860273v6<US_Active> - Astria - Draft Ballot 3
Rendering set	Underline Strikethrough

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved-deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	9
Deletions	12
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	21

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE FIRST AMENDED JOINT CHAPTER 11 PLAN  
OF REORGANIZATION OF ASTRIA HEALTH AND  
ITS AFFILIATES**

**CLASS 4 General Unsecured Claims**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,  
2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,  
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN  
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No. 1986],<sup>1</sup> submitted by the Plan Proponents<sup>2</sup> and described in the related disclosure statement (the “Disclosure Statement”) [Docket No. 1987] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on November 12, 2020 [Docket No. 1991] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.<sup>3</sup>

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

<sup>1</sup> All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

<sup>2</sup> The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2, 3 AND 4. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE  
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a Class 4 General Unsecured Claim in the voting amount indicated below, votes to (check one box only):

**Accept** the Plan.

**Reject** the Plan.

Voting Amount \$ \_\_\_\_\_<sup>4</sup>

**IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.**

**Item 2. Convenience Class Election.**

HOLDERS OF CLASS 4 CLAIMS IN EXCESS OF \$5,000 MAY ELECT TO RECEIVE THE TREATMENT OF CLASS 3 CLAIMS UNDER THE PLAN, IN LIEU OF RECEIVING ANY DISTRIBUTIONS IN CLASS 4, AND ACCEPT PAYMENT OF ONE THOUSAND DOLLARS (\$1,000) AS PAYMENT OF THE CLAIMANT’S CLAIM IN FULL.

The holder of Class 4 Claims set forth in Item 1 elects to:

**Participate in Class 3 and accept payment of \$1,000 as satisfaction of its Claim in full.**

**BY MAKING THE CONVENIENCE CLASS ELECTION, THE UNDERSIGNED UNDERSTANDS THAT ITS ELECTION IS IRREVOCABLE, IT WILL BE DEEMED A HOLDER OF CLASS 3 CLAIMS UNDER THE PLAN, IT WILL RECEIVE A DISTRIBUTION SOLELY UNDER CLASS 3, AND ITS RIGHT TO ASSERT ADDITIONAL CLAIMS ABOVE THE CONVENIENCE CLASS THRESHOLD ARE BEING WAIVED, RELEASED, SETTLED AND COMPROMISED.**

**Item 3. Important Information Regarding the Release by Holders of Claims**

**THE PLAN CONTAINS A SERIES OF RELEASES.** Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in ~~this~~the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed

<sup>4</sup> For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of ~~this~~the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan.~~ For the avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.~~ For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

**(b) Section VII.F.2 of the Plan provides:**

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE**



LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "**THIRD PARTY RELEASE**") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT

**AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.**

**You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.**

The Holder of the Claims set forth in Item 1 elects to:

**☐ Opt Out of the Third Party Release**

**Item 4. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

---

Name of Creditor

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

Date Completed

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 North Pacific Coast Highway, Suite 300  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent's online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: \_\_\_\_\_  
PIN#: \_\_\_\_\_

The Balloting Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent's online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the "Voting Deadline"). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors' discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the "accept" nor "reject" box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the

Bankruptcy Code) solely for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

**Section VII.A of the Plan contains the following Discharge:**

This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever arising prior to the Effective Date, including any interest accrued on such Claims from and after the Petition Date (except as otherwise ordered by the Court), against the Debtors, the Estates and their property.

Except as otherwise provided in the Plan or the Confirmation Order or in any Executory Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c) preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or their respective property any Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid other than under the Plan, Debtors will be deemed discharged and released with respect to such Claim and such Claim and shall not receive a distribution under the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, or as provided in contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a) commencing or continuing in any manner any action or other proceeding against the Debtors, the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or their respective property other than as specifically permitted under the Plan, as approved by the Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141. Any Entity injured by any willful violation of such Permanent Injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

**Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:**

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that

arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit Agreement Claims.

Section VII.E of the Plan contains the following Exculpation:

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing "Exculpation" provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; provided, that the foregoing "Exculpation" shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. The exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

Section VII.F.2 of the Plan contains the following Releases:

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY**



OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER.

Section VII.G of the Plan contains the following Injunction:

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF; (3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT* NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.

Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE

CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the ~~this~~the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of ~~this~~the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan.~~ For the avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.~~ For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

The Plan term “Releasing Party” means (a) the Released Parties; and (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by Section VII.F.2 hereof pursuant to a duly executed Ballot; provided, that, notwithstanding anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party.

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Document comparison by Workshare 9.5 on Tuesday, November 17, 2020  
11:32:28 PM

Input:	
Document 1 ID	interwovenSite://USDMS/US_Active/115525324/5
Description	#115525324v5<US_Active> - Astria - Draft Ballot GUC - Updated
Document 2 ID	interwovenSite://USDMS/US_Active/115525324/6
Description	#115525324v6<US_Active> - Astria - Draft Ballot GUC - Updated
Rendering set	Underline Strikethrough

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	12
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	20

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11  
Lead Case No. 19-01189-11  
Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT  
THE JOINT CHAPTER 11 PLAN OF  
REORGANIZATION OF ASTRIA HEALTH AND ITS  
AFFILIATES**

**CLASS 4A Insured Claims**

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4, 2020, 2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT, KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No. 1986],<sup>1</sup> submitted by the Plan Proponents<sup>2</sup> and described in the related disclosure statement (the “Disclosure Statement”) [Docket No. 1987] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on November 12, 2020 [Docket No. 1991] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.<sup>3</sup>

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

<sup>1</sup> All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

<sup>2</sup> The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

<sup>3</sup> <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.



**PLEASE READ THE ATTACHED VOTING INFORMATION AND  
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE  
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

**Item 1. Class Vote.** The undersigned, a holder of a Class 4A Insured Claim in the voting amount indicated below, votes to (check one box only):

**Accept** the Plan.

**Reject** the Plan.

Voting Amount \$ \_\_\_\_\_<sup>4</sup>

**IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.**

**Item 2. Important Information Regarding the Release by Holders of Claims**

**THE PLAN CONTAINS A SERIES OF RELEASES.** Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the ~~this~~the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of ~~this~~the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan.~~ For the avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation~~

<sup>4</sup> For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

~~Procedures Order be a Released Party, except that~~ a member of the Committee ~~who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release~~ shall be a Released Party only in his or her capacity as a member of the Committee. For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section I.A.1.132, Section VII.F.2, or any other provision of the Plan.

(b) Section VII.F.2 of the Plan provides:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE

**THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.**

**NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.**

**THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.**

**You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.**

The Holder of the Claims set forth in Item 1 elects to:

**Opt Out of the Third Party Release**

**Item 3. Acknowledgments.** By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that

an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

---

Name of Creditor

---

Signature

---

If by Authorized Agent, Name and Title

---

Name of Institution

---

Street Address

---

City, State, Zip Code

---

Telephone Number

---

Email Address

---

Date Completed

**VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT**

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center  
c/o Kurtzman Carson Consultants LLC  
222 North Pacific Coast Highway, Suite 300  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent's online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: \_\_\_\_\_  
PIN#: \_\_\_\_\_

The Balloting Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent's online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the "Voting Deadline"). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors' discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the "accept" nor "reject" box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the

Bankruptcy Code) solely for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC  
Suite 300  
222 North Pacific Coast Highway  
El Segundo, California 90245-5614  
+1 (877) 726-6508 (U.S./Canada)  
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.



**NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN**

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

**Section VII.A of the Plan contains the following Discharge:**

This is a reorganization plan. The rights afforded in the Plan and the treatment of all Claims shall be in exchange for and in complete satisfaction, discharge, and release of all Claims of any nature whatsoever arising prior to the Effective Date, including any interest accrued on such Claims from and after the Petition Date (except as otherwise ordered by the Court), against the Debtors, the Estates and their property.

Except as otherwise provided in the Plan or the Confirmation Order or in any Executory Contract assumed by Debtors during the Chapter 11 Cases (including, without limitation, the Debtors' indemnification obligations thereunder), the Plan and Confirmation Order shall: (a) on the Effective Date, discharge and release the Debtors, the Estate, the Reorganized Debtors, and their property to the fullest extent permitted by §§ 524 and 1141 from all Claims, including all debts, obligations, demands, liabilities, and Claims that arose before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), regardless of whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed, (ii) a Claim based on such debt is allowed pursuant to § 502, or (iii) the Holder of a Claim based on such debt or Interest has or has not accepted the Plan; (b) void any judgment underlying a Claim discharged hereunder; and (c) preclude all Entities from asserting against the Debtors, the Estate, the Reorganized Debtors, or their respective property any Claims based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date. To the extent any Claim is paid other than under the Plan, Debtors will be deemed discharged and released with respect to such Claim and such Claim and shall not receive a distribution under the Plan.

Except as otherwise provided in the Plan or the Confirmation Order, or as provided in contracts assumed during the Case and Debtor's indemnification obligations thereunder, on and after the Effective Date, all Entities who have held, currently hold, or may hold a debt or Claim against the Debtors, the Estate, the Reorganized Debtors, or their respective property that is based upon any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, that otherwise arose or accrued prior to the Effective Date, or that is otherwise discharged pursuant to the Plan, shall be permanently enjoined from taking any of the following actions on account of any such discharged debt, Claim, or Interest (the "Permanent Injunction"): (a) commencing or continuing in any manner any action or other proceeding against the Debtors, the Estates, the Reorganized Debtors, or their respective property that is inconsistent with the Plan or the Confirmation Order; (b) enforcing, attaching, collecting, or recovering in any manner any judgment, award, decree, or order against the Debtors, the Estate, the Reorganized Debtors, or their respective property other than as specifically permitted under the Plan, as approved by the Confirmation Order; (c) creating, perfecting, or enforcing any lien or encumbrance against the Debtors, the Estate, the Reorganized Debtors, or their respective property; and (d) commencing or continuing any action, in any manner, in any place that does not comply with or is inconsistent with the provisions of the Plan, the Confirmation Order, or the discharge provisions of § 1141. Any Entity injured by any willful violation of such Permanent Injunction shall recover actual damages, including costs and attorneys' fees, and, in appropriate circumstances, may recover punitive damages, from the willful violator.

**Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:**

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of

its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall be fully released, settled, and compromised and all rights, titles, and interests of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estate shall revert or otherwise transfer to the Reorganized Debtors or the Liquidation Trust, as applicable, and their successors and assigns. For the avoidance of doubt, this Section shall not apply to DIP Claims, Senior Secured Bond Claims or Senior Secured Credit Agreement Claims.

Section VII.E of the Plan contains the following Exculpation:

The Exculpated Parties shall neither have, nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with the Chapter 11 Cases, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan or consummating the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan, or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration of the GUC Distribution Trust. Without limiting the foregoing "Exculpation" provided under this Section, the rights of any Holder of a Claim or Interest to enforce rights arising under the Plan shall be preserved, including the right to compel payment of distributions in accordance with the Plan; provided, that the foregoing "Exculpation" shall have no effect on the liability of any Entity for liability solely to the extent resulting from any such act or omission taken after the Effective Date or of any Entity solely to the extent resulting from any act or omission that is determined in a final order to have constituted gross negligence or willful misconduct; provided, further, that, subject to the foregoing exclusions, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement. The exculpation of the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

Section VII.F.2 of the Plan contains the following Releases:

**ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR**

UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF THE RELATED PROVISIONS AND DEFINITIONS CONTAINED IN THE PLAN, AND, FURTHER, SHALL CONSTITUTE THE COURT'S FINDING THAT THE THIRD PARTY RELEASE IS: (1) IN EXCHANGE FOR THE GOOD AND VALUABLE CONSIDERATION PROVIDED BY THE RELEASED PARTIES; (2) A GOOD-FAITH SETTLEMENT AND COMPROMISE OF THE CLAIMS RELEASED BY THE THIRD PARTY RELEASE; (3) IN THE BEST INTERESTS OF THE DEBTORS AND ALL HOLDERS OF CLAIMS AND INTERESTS; (4) FAIR, EQUITABLE, AND REASONABLE; (5) GIVEN AND MADE AFTER DUE NOTICE AND OPPORTUNITY FOR HEARING; AND (6) A BAR TO ANY OF THE RELEASING PARTIES ASSERTING ANY CLAIM RELEASED PURSUANT TO THE THIRD PARTY RELEASE.

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER.

**Section VII.G of the Plan contains the following Injunction:**

**EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF; (3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT* NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.**

**Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:**

**EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT**

KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the ~~this~~the Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc., and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of ~~this~~the Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released ~~the Releasing Parties, the Estate, and the Debtors~~each other Released Party and its Affiliates from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, ~~but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan.~~ For the avoidance of doubt, and notwithstanding anything herein to the contrary, ~~in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.~~ For the further avoidance of doubt, all Professional Fee Claims and rights to enforce the Plan are expressly preserved notwithstanding anything to the contrary in Section L.A.1.132, Section VII.F.2, or any other provision of the Plan.

The Plan term “Releasing Party” means (a) the Released Parties; and (b) all Holders of Claims that (i) vote to accept the Plan, and (ii) do not affirmatively opt out of the third party release provided by Section VII.F.2 hereof pursuant to a duly executed Ballot; provided, that, notwithstanding anything contained herein to the contrary, in no event shall an Entity that (x) does not vote to accept or reject the Plan, (y) votes to reject the Plan, or (z) appropriately marks the Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order, be a Releasing Party.

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.



Document comparison by Workshare 9.5 on Tuesday, November 17, 2020  
11:34:38 PM

Input:	
Document 1 ID	interwovenSite://USDMS/US_Active/115525978/6
Description	#115525978v6<US_Active> - Astria - Draft Ballot 4A
Document 2 ID	interwovenSite://USDMS/US_Active/115525978/7
Description	#115525978v7<US_Active> - Astria - Draft Ballot 4A
Rendering set	Underline Strikethrough

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<a href="#">Moved to</a>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	8
Deletions	12
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	20