

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

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In re	:	Case No. 09-40795
	:	Jointly Administered
	:	
FORUM HEALTH, et al.,	:	Chapter 11
	:	
Debtors.	:	Judge Kay Woods
	:	
	:	JOINT PLAN OF REORGANIZATION
	:	PROPOSED BY THE CONSENT PARTIES

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JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212
Heather Lennox (OH 0059649)

WINSTON & STRAWN LLP
35 W. Wacker Drive
Chicago, IL 60601
Telephone: (312) 558-5600
Facsimile: (312) 558-5700
Matthew Botica (IL 260118)

Counsel for JPMorgan Chase Bank, N.A.

-AND-

JONES DAY
1420 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309-3053
Telephone: (404) 581-3939
Facsimile: (404) 581-8330
Amy Edgy Ferber (GA 013819)

REED SMITH LLP
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Telephone: (412) 288-3131
Facsimile: (412) 288-3063
Eric A. Schaffer (PA 30797)

Counsel for Fifth Third Bank

Counsel for MBIA Insurance Corporation

FAEGRE & BENSON LLP
Suite 2200
90 South Seventh Street
Minneapolis, MN 55402-3901
Telephone: (612) 766-7000
Facsimile: (612) 766-1600
Michael B. Fisco (MN 175341)

Counsel for U.S. Bank National Association, as Master
Trustee and the Bond Trustees

May 14, 2010



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TABLE OF EXHIBITS¹

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
I.A.12	Amended Insurance Agreement
I.A.13	Amended Reimbursement Agreement
I.A.14	Amended and Restated Master Trust Indenture
I.A.67	Debtors in the Chapter 11 Cases
I.A.91	FHIL Note
I.A.121	Liquidating Trust Agreement
I.A.122	Unencumbered Real Estate Assets
I.A.157	PBGC Note
III.C.1	Reorganized Articles of Incorporation and Codes of Regulation
III.C.2	Reorganized Board Members
IV.B.1	Prepetition Executory Contracts or Unexpired Leases Designated for Rejection

¹ To be Filed no later than 10 days before the Confirmation Hearing. Copies of all Exhibits to the Plan also may be obtained, free of charge from the Claims and Noticing Agent by calling (866) 967-0264 (toll-free). The Consent Parties reserve the right to modify, amend, supplement, restate or withdraw any of the Exhibits after they are Filed and shall promptly make such changes available on the Document Website.

INTRODUCTION

The Consent Parties (as such term is defined below) propose the following joint plan of reorganization for the above-captioned debtors and debtors in possession (collectively, as further defined below, the "Debtors") for the resolution of the outstanding Claims against the Debtors. The Consent Parties are the proponents of the Plan (as such term is defined below) within the meaning of section 1129 of the Bankruptcy Code (as such term is defined below). Reference is made to the Consent Parties' Disclosure Statement (as such term is defined below), distributed contemporaneously with the Plan, for a discussion of the Debtors' history, business, results of operations, historical financial information, projections and properties, and for a summary and analysis of the Plan. Other agreements and documents supplement the Plan and have been or will be filed with the Bankruptcy Court (as such term is defined below). These supplemental agreements and documents are referenced in the Plan and the Disclosure Statement and are, or will be, available for review. **[N.B. — If Northside Disposition Plan is implemented, Debtor WRCS will be administered outside the Plan.]**

ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION AND COMPUTATION OF TIME

A. Defined Terms

As used in the Plan, capitalized terms have the meanings set forth below. Any term that is not otherwise defined herein, but that is used in the Bankruptcy Code or the Bankruptcy Rules (as each such term is defined below), will have the meaning given to that term in the Bankruptcy Code or the Bankruptcy Rules, as applicable.

1. "1113 Orders" means, collectively, the ONA Order and the SEIU Order.
2. "Administrative Claim" means a Claim against a Debtor or its Estate arising on or after the Petition Date and prior to the Effective Date for a cost or expense of administration in the Chapter 11 Cases that is entitled to priority or superpriority under sections 333, 364(c)(1), 503(b), 503(c), 507(a)(2), 507(b) or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estates and operating the businesses of the Debtors (such as wages, salaries, commissions for services and payments for inventories, leased equipment and premises); (b) Cash Collateral Claims; (c) compensation for legal, financial advisory, accounting, patient care ombudsman and other services and reimbursement of expenses awarded or allowed under sections 330(a), 331 or 333 of the Bankruptcy Code, including Fee Claims; (d) any Allowed Claims for reclamation under section 546(c)(1) of the Bankruptcy Code; (e) Claims, pursuant to section 503(b)(9) of the Bankruptcy Code, for the value of goods received by the Debtors in the 20 days immediately prior to the Petition Date and sold to the Debtors in the ordinary course of the Debtors' businesses and (f) all fees and charges assessed against the Estates under chapter 123 of title 28, United States Code, 28 U.S.C. §§ 1911-1930.
3. "Administrative Superpriority Claim" means the allowed superpriority Administrative Claim granted to the Master Trustee, the Bond Trustees and the Prepetition Secured Creditors under section 507(b) of the Bankruptcy Code under the Cash Collateral Order, which shall have priority in these Chapter 11 Cases and, to the extent permitted by law, in any case under chapter 7 of the Bankruptcy Code upon conversion of any of the Chapter 11 Cases over all Administrative Claims, Priority Claims and General Unsecured Claims against the Debtors and their Estates, now existing or hereafter arising, of any kind or nature whatsoever including, without limitation, administrative expenses of the kinds specified in or ordered pursuant to sections 105, 326, 328, 330, 331, 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 726(b), 1113 and 1114 of the Bankruptcy Code, except as may be limited under the Cash Collateral Order.
4. "AFSCME" means, collectively, Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO and its Local Number 2026, Local Number 2288 and Local Number 2804.

5. "AFSCME Settlement Agreement" means, collectively: (a) that certain agreement between Forum Health and AFSCME entered into on May 22, 2009[; and (b) **any agreement implementing the CBA Modifications, dated [DATE]**].

6. "Agreement" means that certain Agreement dated November 16, 2007, by and between Fifth Third, Bond Insurer, JPMorgan and U.S. Bank, as Master Trustee.

7. "Allowed ... Claim" or "Allowed ... Interest" means an Allowed Claim or Allowed Interest, as the case may be, in the particular Class or category specified.

8. "Allowed Claim" when used:

a. a Claim that (i) has been listed by a particular Debtor on its Schedules as other than disputed, contingent or unliquidated and (ii) is not a Disputed Claim;

b. a Claim (i) for which a proof of Claim or request for payment of Administrative Claim (or similar request) has been Filed by the applicable Bar Date or otherwise has been deemed timely Filed under applicable law and (ii) that is not a Disputed Claim;

c. a Claim that is expressly allowed: (i) in any Stipulation of Amount and Nature of Claim executed by the Debtors or the Liquidating Trust and the Claim holder; (ii) in any contract, instrument or other agreement entered into in connection with the Plan and, if prior to the Effective Date, approved by the Bankruptcy Court; (iii) in a Final Order; or (iv) pursuant to the terms of the Plan; or

d. a Claim that the Debtors or the Liquidating Trustee determine prior to the Claims Objection Bar Date (i) will not be subject to an objection or to an amendment to the Schedules and (ii) will be satisfied in accordance with the terms of the Plan.

9. "Allowed Interest" means any Interest expressly deemed allowed by the Plan.

10. "Alternative Cash Payment" means, collectively: (a) the Series 1997A Alternative Cash Payment and (b) the Series 2002A Alternative Cash Payment.

11. "Alternative Cash Payment Option" means, collectively: (a) the Series 1997A Alternative Cash Payment Option; and (b) the Series 2002A Alternative Cash Payment Option.

12. "Amended Insurance Agreement" means the Insurance Agreement, as amended and restated on the Effective Date, substantially in the form of Confirmation Exhibit I.A.12.

13. "Amended Reimbursement Agreement" means the Reimbursement Agreement, as amended and restated on the Effective Date, substantially in the form of Confirmation Exhibit I.A.13.

14. "Amended and Restated Master Trust Indenture" means the Master Trust Indenture, as amended and restated on the Effective Date, substantially in the form of Confirmation Exhibit I.A.14.

15. "Assets" means all of a Debtor's property, rights and interests that are property of a Debtor's Estate pursuant to section 541 of the Bankruptcy Code.

16. "Assignments" means, collectively, the Assignment to Bond Trustees and Assignment to Master Trustee.

17. "Assignment to Bond Trustees" means the Assignment to Bond Trustee dated as of December 1, 1997, between Issuer and the Bond Trustees whereby the Issuer assigned, among other things, the Basic Rent payments to the Bond Trustees for the benefit of the Holders of the Bonds and the Bond Trustees, together with all amendments thereto and extensions thereof.

18. "Assignment to Master Trustee" means the Assignment of Rights Under Base Lease and Lease to the Master Trustee dated as of December 1, 1997, between Issuer and the Master Trustee whereby the Issuer assigned its rights under the Base Lease and the Lease (other than certain Unassigned Rights (as defined under the Lease) including, without limitation, the rights to indemnification and reimbursement for expenses and the right to Basic Rent assigned to the Bond Trustees) to the Master Trustee for the benefit of the Holders of the Obligations and the Master Trustee, together with all amendments thereto and extensions thereof.

19. "Avoidance Actions" means, collectively and individually, preference actions, fraudulent conveyance actions and other claims or causes of action under sections 510, 544, 547, 548, 549 and 550 of the Bankruptcy Code and other similar state law claims and causes of action, but excluding any and all causes of action against the Master Trustee, the Bond Trustees and the Prepetition Secured Creditors.

20. "Ballot" means the form or forms distributed to each holder of an impaired Claim entitled to vote on the Plan on which the holder indicates, among other things, either acceptance or rejection of the Plan.

21. "Bankruptcy Code" means title 11 of the United States Code, as now in effect or hereafter amended, as applicable to these Chapter 11 Cases.

22. "Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Ohio.

23. "Bankruptcy Rules" means, collectively, the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, as now in effect or hereafter amended, as applicable to these Chapter 11 Cases.

24. "Bar Date" means a bar date established by the Bar Date Order or other applicable order of the Bankruptcy Court, which was August 3, 2009 for most General Unsecured Claims.

25. "Bar Date Order" means any order of the Bankruptcy Court establishing Bar Dates for Filing proofs of Claim in the Chapter 11 Cases, including the Order Approving Debtors' Motion Establishing Bar Dates for Filing Proofs of Claim and Approving Form and Notice Thereof, entered on June 23, 2009 (Docket No. 301), as the same may be amended, modified or supplemented.

26. "Base Lease" means the Base Lease dated as of December 1, 1997 (as amended or supplemented), between Issuer and Debtors FHS, Beeghly, Trumbull and WRCS, whereby such Debtors, as lessors, conveyed to the Issuer a leasehold interest in certain of their respective properties, together with all amendments thereto and extensions thereof.

27. "Basic Rent" means the basic rent that the Lessees covenanted and agreed jointly and severally to pay under the Lease in an amount equal to the Bond Service Charges.

28. "Beeghly" means Beeghly Oaks, an Ohio nonprofit 501(c)(3) corporation and a Debtor in these Chapter 11 Cases.

29. "Bonds" means, collectively: (a) the Series 1997A Bonds; (b) the Series 1997B Bonds; (c) the Series 2002A Bonds; and (d) the Series 2002B Bonds.

30. "Bond Indentures" means, collectively: (a) the Series 1997A Bond Indenture; (b) the Series 1997B Bond Indenture; (c) the Series 2002A Bond Indenture; and (d) the Series 2002B Bond Indenture.

31. "Bond Insurer" means MBIA.

32. "Bond Service Charges" means, for any period or date, principal of and interest and any premium on the Bonds accruing for that period or due and payable on that date.

33. "Bond Trustees" means U.S. Bank, as successor-in-interest to National City Bank, as bond trustee for the Series 1997A Bonds, the Series 1997B Bonds, the Series 2002A Bonds and the Series 2002B Bonds.

34. "Bond Trustees Fee Claim" means, individually and collectively, a Claim against the Debtors arising from and after the Petition Date pursuant to the Bond Indentures relating to any compensation, disbursements, fees and expenses, including any Claim under the Bond Indentures relating to reasonable fees and expenses of counsel or other representatives of the Bond Trustees, which Claims shall be satisfied and discharged in accordance with Section II.A.1.e.

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

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

37. "Cash Collateral Claims" means all Administrative Claims, including the Administrative Superpriority Claims of the Master Trustee, the Bond Trustees and the Prepetition Secured Creditors evidenced by or granted under the Cash Collateral Order.

38. "Cash Collateral Order" means that certain Agreed Final Order Authorizing Debtors' Use of Cash Collateral, Pursuant to 11 U.S.C. §§ 101, 361 and 363, and Granting Replacement Liens, Adequate Protection and Administrative Expense Priority to the Master Trustee, Bond Trustees and Prepetition Secured Creditors that was entered by the Bankruptcy Court on April 16, 2009 (Docket No. 165), as modified by the stipulation and agreed orders entered by the Bankruptcy Court on October 22, 2009 (Docket No. 526), December 4, 2009 (Docket No. 583), December 7, 2010 (Docket No. 584), December 16, 2009 (Docket No. 601), January 13, 2010 (Docket No. 627), February 22, 2010 (Docket No. 671), April 1, 2010 (Docket No. 728), April 22, 2010 (Docket No. 762), April 30, 2010 (Docket No. 766) and May 10, 2010 (Docket No. 774), and as the same may be further amended, modified or supplemented.

39. "Cash Investment Yield" means the net yield earned by the applicable Disbursing Agent from the investment of Cash held pending distribution pursuant to the Plan (including any Cash received by the Disbursing Agent on account), which investment will be in a manner consistent with the Liquidating Trust Agreement and the Reorganized Debtors' corporate governance policies.

40. "Cash Option Funds" means the Series 1997A Cash Option Funds and the Series 2002A Cash Option Funds to be held by the Master Trustee in the Cash Option Funds Account.

41. "Cash Option Funds Account" means the account to be created under the Amended and Restated Master Trust Indenture to be used to hold the Cash Option Funds for, and to make the payments on account of, the Alternative Cash Payment Option.

42. "CBA Modifications" means for each of AFSCME, ONA and SEIU, those certain modifications of the Collective Bargaining Agreements with AFSCME, ONA and SEIU, as applicable, that shall together, at a minimum, (a) cause the total labor costs of the Reorganized Debtors not to exceed an average of 49% of the net patient revenue through 2015, (b) cause the work rules to conform to market standards and (c) extend the term of each Collective Bargaining Agreement through 2015.

43. "Charging Lien" means any lien or other priority in payment to which the applicable Master Trustee or Bond Trustees are entitled under the Master Trust Indenture or the applicable Bond Indenture against distributions to be made to applicable bondholders under the Master Trust Indenture or applicable Bond Indenture.

44. "Chapter 11 Cases" means the cases commenced under chapter 11 of the Bankruptcy Code by the Debtors in the Bankruptcy Court that are being jointly administered under Case No. 09-40795.

45. "Chief Executive Officer" means the interim chief executive officer of the Debtors, Charles Neumann, and, thereafter, a permanent chief executive officer selected by the Reorganized Parent Board.

46. "Chief Operating Officers" means together, the Chief Operating Officer of Trumbull, the Chief Operating Officer of WRCS and the Chief Operating Officer of FHRS in office on the Effective Date and, thereafter, those chief operating officers selected by the Reorganized Parent Board.
47. "Claim" means a claim (as defined in section 101(5) of the Bankruptcy Code) against a Debtor.
48. "Claims and Noticing Agent" means Kurtzman Carson Consultants LLC.
49. "Claims Objection Bar Date" means, for all Claims, including Claims asserting priority under section 503(b)(9) of the Bankruptcy Code, other than Allowed Claims, the latest of: (a) 150 days after the Effective Date, subject to extension by order of the Bankruptcy Court; (b) 90 days after the Filing of a proof of Claim for such Claim; and (c) such other period of limitation as may be specifically fixed by the Plan, the Confirmation Order, the Bankruptcy Rules or a Final Order for objecting to such a Claim.
50. "Class" means a class of Claims, as described in Article II.
51. "Collective Bargaining Agreements" means, collectively, and together with all exhibits, supplements, schedules, appendices, modifications, amendments and ancillary documents thereto: (a) the "Agreement between Western Reserve Care System a subsidiary of Forum Health and the Ohio Nurses Association," dated July 20, 2008 to July 19, 2011, as amended, modified and supplemented; (b) the "Agreement between AFSCME, Ohio Council 8 United Nurses of America Local 2026 and Trumbull Memorial Hospital a wholly Owned Subsidiary of Forum Health," dated October 1, 2004 to September 30, 2007, as amended, modified and supplemented; (c) the "Agreement between Forum Health Trumbull Memorial Hospital and Ohio Council 8, and Local 2804 of the American Federation of State, County and Municipal Employees, AFL-CIO," dated May 1, 2008 to March 31, 2010, as amended, modified and supplemented; (d) the "Agreement Between Forum/Hillside Hospital and Local Union No. 2288 and Ohio Council 8 American Federation of State, County and Municipal Employees, AFL-CIO," dated April 1, 2008 to March 31, 2009, as amended, modified and supplemented; (e) the "Agreement Between Forum Health and District 1199, Service Employees International Union," dated October 1, 2008 to March 31, 2012, as amended, modified and supplemented; (f) the "Labor Agreement between Service Employees International Union, District 1199, AFL-CIO/CLC and Forum Health Outreach Laboratories (FHOL)," dated November 1, 2008 to October 31, 2011, as amended, modified and supplemented; and (g) the "Agreement between Forum Health Hillside Rehabilitation Hospital and the Ohio Nurses Association," dated July 20, 2008 to July 19, 2011, as amended, modified and supplemented.
52. "Confirmation" means the entry of the Confirmation Order on the docket of the Bankruptcy Court.
53. "Confirmation Date" means the date on which the Bankruptcy Court enters the Confirmation Order on its docket within the meaning of Bankruptcy Rules 5003 and 9021.
54. "Confirmation Exhibits" means, collectively, the documents identified on the "Table of Exhibits," which documents will be Filed no later than 10 days before the Confirmation Hearing, to the extent not Filed earlier.
55. "Confirmation Hearing" means the hearing held by the Bankruptcy Court on Confirmation of the Plan, as such hearing may be continued from time to time.
56. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.
57. "Consent Parties" means, collectively: (a) Bond Insurer; (b) U.S. Bank, as Master Trustee and Bond Trustees; (c) JPMorgan; and (d) Fifth Third.
58. "Consolidated Debtors" means, collectively, all of the Debtors other than the Foundations that will be consolidated for the limited purposes of voting, Confirmation and distributions to be made under the Plan, as set forth in more detail in Article VII.

59. "Control" means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

60. "Convenience Class Claim" means a General Unsecured Claim against any of the Consolidated Debtors that otherwise would be classified in Class 5, but is equal to or less than \$2,000; *provided, however*, that, where any portion(s) of a single Claim has been transferred to a transferee, the amount of all such portions will be aggregated to determine whether a Claim qualifies as a Convenience Class Claim.

61. "Convenience Class Claims Pool" means \$150,000.

62. "Creditors' Committee" means the statutory official committee of unsecured creditors appointed by the United States Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as such appointment has been subsequently modified.

63. "CPS" means Comprehensive Psychiatry Specialists, Inc., an Ohio for-profit corporation and a Debtor in these Chapter 11 Cases.

64. "Cure Amount Claim" means a Claim based upon a Debtor's monetary defaults under an Executory Contract or Unexpired Lease that is to be paid in connection with the assumption of such contract or lease under section 365 of the Bankruptcy Code by one of the Debtors in connection with this Plan.

65. "Dacas" means Dacas Nursing Systems, Inc. (d/b/a Forum Health at Home-Private Duty), an Ohio nonprofit 501(c)(3) corporation and a Debtor in these Chapter 11 Cases.

66. "Dacas Nursing" means Dacas Nursing Support Systems, Inc., an Ohio nonprofit 501(c)(3) corporation and a Debtor in these Chapter 11 Cases.

67. "Debtors" means, collectively, the above-captioned debtors and debtors in possession identified on Confirmation Exhibit I.A.67.

68. "Disbursing Agent" means a Debtor, Reorganized Debtor or the Liquidating Trustee, or any Third Party Disbursing Agent employed by a Debtor, Reorganized Debtor or Liquidating Trustee, in its capacity as disbursing agent pursuant to Article V.

69. "Disclosure Statement" means the disclosure statement (including all exhibits and schedules thereto or referenced therein) that relates to this Plan and has been prepared and distributed by the Consent Parties, as Plan proponents, pursuant to section 1125(g) of the Bankruptcy Code, as the same may be amended, modified or supplemented.

70. "Disputed Claim" means, for any Claim:

a. if no proof of Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law, (i) a Claim that is listed on a Debtor's Schedules as disputed, contingent or unliquidated or (ii) a Claim that is not listed on a Debtor's Schedules;

b. prior to and on the Claims Objection Bar Date, if a proof of Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law, all Claims that have not been expressly Allowed (i) in any Stipulation of Amount and Nature of Claim executed by the Debtors and Claim holder; (ii) in any contract, instrument or other agreement entered into in connection with the Plan and, if prior to the Effective Date, approved by the Bankruptcy Court; (iii) in a Final Order; or (iv) pursuant to the terms of the Plan; or

c. after the Claims Objection Bar Date, if a proof of Claim has been Filed by the applicable Bar Date or has otherwise been deemed timely Filed under applicable law, such Claims for which the Debtors have Filed an objection in the Bankruptcy Court, and such objection has not been resolved in its entirety by a Final Order

or withdrawn (and for which there is no agreement with the Claim holder to treat the Claim as a Disputed Claim for a period of time after the Claim Objection Bar Date).

Notwithstanding the above, if a Claim is an Allowed Claim under the definition set forth herein, it shall not also be considered to be a Disputed Claim.

71. "Disputed Insured Claim" means an Insured Claim that is also a Disputed Claim.

72. "Disputed Unsecured Claims Reserve" means the reserve of Liquidating Trust Assets to be maintained as part of the Liquidating Trust, which reserve (a) will maintain such assets in trust for (i) Pro Rata distributions to holders of Disputed Claims that become Allowed Claims in Class 5 and (ii) periodic Pro Rata distributions to holders of Allowed Claims in Class 5, pursuant to the terms of the Plan, and (b) will not constitute property of the Reorganized Debtors.

73. "Distribution Date" means a date selected by the Reorganized Debtors, the Liquidating Trustee and the Master Trustee, or the applicable Bond Trustee, in accordance with the terms of the Plan and the Liquidating Trust Agreement or other applicable documents to make distributions on account of Allowed Claims.

74. "Distribution Record Date" means the close of business on the Confirmation Date.

75. "Document Website" means the internet site address *www.kccllc.net/forum* at which all of the Confirmation Exhibits and Schedules to the Plan and the Disclosure Statement will be available to any party in interest and the public.

76. "DSRFs" means those certain debt service reserve funds that were created pursuant to the Bond Indentures and the Third Amended MFA for the benefit of the Holders of the Bonds for the purposes of, among others: (a) paying the Bond Service Charges when due and payable; and (b) securing the related outstanding Bonds.

77. "DTC" means The Depository Trust Company.

78. "Effective Date" means a day, as determined by the Consent Parties, in consultation with the Debtors, that is the Business Day as soon as reasonably practicable after all conditions to the Effective Date in Section VIII.B have been met or waived in accordance with Section VIII.C.

79. "Electing Holders" means, collectively, the beneficial holders of the Series 1997A Bond Claims and the Series 2002A Bond Claims that elect on a Ballot to take the Alternative Cash Payment Option.

80. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1301-1461.

81. "Estate" means, as to each Debtor, the estate created for such Debtor in its Chapter 11 Case, pursuant to section 541 of the Bankruptcy Code.

82. "Executory Contract or Unexpired Lease" means a contract or lease to which a Debtor is a party that is subject to assumption, assumption and assignment or rejection under section 365 of the Bankruptcy Code and includes any modifications, amendments, addenda or supplements thereto or restatements thereof.

83. "Face Amount" means either: (a) the full stated amount claimed by the holder of such Claim in any proof of claim Filed by the Bar Date or otherwise deemed timely Filed under applicable law, if the proof of Claim specifies only a liquidated amount; (b) if no proof of claim is Filed by the Bar Date or otherwise deemed timely Filed under applicable law, the full amount of the Claim listed on the Debtors' Schedules, *provided that* such amount is not listed as disputed, contingent or unliquidated; or (c) the amount of the Claim (i) acknowledged by the applicable Debtor and Reorganized Debtor in any objection Filed to such Claim, (ii) estimated by the Bankruptcy Court for such purpose pursuant to section 502(c) of the Bankruptcy Code or (iii) proposed by the Debtors or the Reorganized Debtors if (A) no proof of claim has been Filed by the Bar Date or has otherwise been deemed timely

Filed under applicable law and such amount is not listed in the Debtors' Schedules or is listed in the Debtors' Schedules as disputed, contingent or unliquidated or (B) the proof of claim specifies an unliquidated amount (in whole or in part).

84. "Federal Judgment Rate" means the federal post-judgment interest rate, as established by 28 U.S.C. § 1961(a), of .70% on the Petition Date.

85. "Fee Claim" means a Claim under sections 328, 330(a), 331, 333, 503 or 1103 of the Bankruptcy Code for compensation of a Professional or other Person for services rendered or expenses incurred in the Chapter 11 Cases.

86. "Fee Order" means the Order Upon the Debtors' Motion for an Order Pursuant to 11 U.S.C. § 105(A) and 331 Establishing Procedures for Interim Compensation and Reimbursement of Expenses of Professionals (Docket No. 164), entered by the Bankruptcy Court on April 15, 2009.

87. "FHD" means Forum Health Diagnostics Co., an Ohio for-profit corporation and a Debtor in these Chapter 11 Cases.

88. "FHE" means Forum Health Enterprises Co., an Ohio nonprofit 501(c)(3) corporation and a Debtor in these Chapter 11 Cases.

89. "FHIL" means Forum Health Insurance Limited, a non-debtor off-shore Bermuda captive insurance company that is wholly owned by FHS.

90. "FHIL Cash Infusion" means that certain Cash contribution evidenced by the FHIL Note.

91. "FHIL Note" means that certain unsecured subordinated intercompany note to be issued by Reorganized Forum Health in favor of FHIL on the Effective Date, and that is substantially in the form of Confirmation Exhibit I.A.91.

92. "FHOL" means Forum Health Outreach Laboratories, Inc., an Ohio for-profit corporation and a Debtor in these Chapter 11 Cases.

93. "FHPS" means Forum Health Pharmacy Services Co., an Ohio nonprofit 501(c)(3) corporation and a Debtor in these Chapter 11 Cases.

94. "FHRS" means Forum Health Rehabilitative Services Co. (d/b/a as Hillside Rehabilitation Hospital), an Ohio nonprofit 501(c)(3) corporation and a Debtor in these Chapter 11 Cases.

95. "FHS" means Forum Health Services Co., an Ohio nonprofit 501(c)(3) corporation and a Debtor in these Chapter 11 Cases.

96. "FHV" means Forum Health Ventures Co., an Ohio for-profit corporation and a Debtor in these Chapter 11 Cases.

97. "Fifth Third" means Fifth Third Bank.

98. "Fifth Third Cash Collateral Account" means the segregated, blocked, cash collateral account (No. 7521664636) at Fifth Third as required under the Fifth Third Forbearance Agreement, dated on or about July 27, 2006, between Fifth Third and the Obligated Group Debtors.

99. "File," "Filed" or "Filing" means file, filed or filing with the Bankruptcy Court or its authorized designee in these Chapter 11 Cases.

100. "Final Distribution Date" for a particular Class of Claims means the Distribution Date upon which a final distribution to holders of Allowed Claims in the Class are to be made.

101. "Final Order" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket in these Chapter 11 Cases, or the docket of any other court of competent jurisdiction, that has not been reversed, stayed, modified or amended, and as to which the time to appeal or petition for certiorari or move, under Bankruptcy Rule 9023 and/or Rule 59 of the Federal Rules of Civil Procedure, for a new trial, reargument or rehearing has expired, and no appeal or petition for certiorari or other proceeding for a new trial, reargument or rehearing has been timely taken or as to which any appeal that has been taken or any petition for certiorari that has been timely filed has been withdrawn or resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought, or the new trial, reargument or rehearing shall have been denied or resulted in no modification of such order.

102. "Forum Health" means Forum Health, an Ohio nonprofit 501(c)(3) corporation and a Debtor in these Chapter 11 Cases.

103. "Foundations" means, collectively, Debtors WRHF and TMHF.

104. "Foundation Funds" means any and all assets of the Foundations that are not subject to donor restriction.

105. "General Unsecured Claim" means any Claim that is not an Administrative Superpriority Claim, Administrative Claim, Secured Claim, Cure Amount Claim, Priority Claim, Priority Tax Claim or Intercompany Claim.

106. "Holders" means, collectively, those parties that hold or that are deemed to hold Bonds under the: (a) Series 1997A Bond Indenture; (b) Series 1997B Bond Indenture; (c) Series 2002A Bond Indenture; and (d) Series 2002B Bond Indenture, and each individually is a "Holder."

107. "Indemnity Account" means that certain account in the Control of the Master Trustee into which certain funds equal to \$200,000 have been deposited, pursuant to the Cash Collateral Order, as security for any reimbursement, indemnification or similar continuing obligations of the Obligated Group Debtors in favor of the Master Trustee, the Bond Trustees and the Prepetition Secured Creditors.

108. "Insurance Agreement" means that certain Insurance Agreement, entered into by and among the Bond Insurer and Obligated Group Debtors Forum Health, WRCS, FHS, the Foundations, FHRS, Beeghly, Dacas and Trumbull, dated as of December 1, 1997, as amended by the First Amendment, dated as of February 17, 2006, together with all further amendments, modifications or supplements thereto.

109. "Insurance Contract" means any policy of third party liability insurance under which any of the Debtors could have asserted or did assert, or may in the future assert, a right to coverage for any claim, together with any other contracts that pertain or relate to such policy, but excluding the Policies, Insurance Agreement and Amended Insurance Agreement.

110. "Insured Claim" means that portion of any Claim arising from an incident or occurrence alleged to have occurred prior to the Effective Date: (a) as to which any Insurer is obligated pursuant to the terms, conditions, limitations and exclusions of its Insurance Contract(s), to pay any judgment, settlement or contractual obligation with respect to the Debtors; or (b) that any Insurer otherwise agrees to pay as part of a settlement or compromise of a claim made under the applicable Insurance Contract(s).

111. "Insurer" means any company or other entity that issued, or is responsible for, a policy of third-party liability insurance under which any of the Debtors could have asserted or did assert, or may in the future assert, a right to coverage for any claim under an Insurance Contract, but excluding the Bond Insurer.

112. "Intercompany Claim" means any Claim by any Debtor against another Debtor.

113. "Interest" means the rights and interest of the holder of any instrument evidencing an ownership interest in a Debtor.
114. "Issuer" means County of Mahoning, Ohio.
115. "JPMorgan" means JPMorgan Chase Bank, National Association (successor to JPMorgan Chase Bank).
116. "Lease" means the Lease, dated as of December 1, 1997, as may be subsequently amended, modified or supplemented, among the Lessees and the Issuer whereby the Issuer reconveyed to FHS, Beeghly, Trumbull and WRCS a leasehold interest in the properties covered by the Base Lease and any additional property acquired or constructed with the proceeds of the Bonds.
117. "Lessees" means, collectively, FHS, Beeghly, Trumbull and WRCS, under the Lease.
118. "Letter Agreement" means that certain Letter Agreement dated January 23, 2009, among the Obligated Group Debtors, the Bond Insurer, JPMorgan, Fifth Third, the Bond Trustees and the Master Trustee.
119. "Liabilities" means any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, arising in law, equity or otherwise, that are based in whole or in part on any act, event, injury, omission, transaction, agreement, employment, exposure or other occurrence taking place on or prior to the Effective Date.
120. "Liquidating Trust" means the trust established pursuant to Section III.I to liquidate certain of the Liquidating Trust Assets, to prosecute certain Avoidance Actions and other causes of action of the Estates not released pursuant to the Plan and as identified in the Liquidating Trust Agreement and to make distributions to holders of Allowed Class 5 Claims.
121. "Liquidating Trust Agreement" means the trust agreement governing the Liquidating Trust, to be dated on or prior to the Effective Date, which shall be in form and substance reasonably acceptable to the Creditors' Committee, and which will be substantially in the form of Confirmation Exhibit I.A.121.
122. "Liquidating Trust Assets" means, collectively, (a) \$150,000, (b) certain unencumbered real estate assets of the Debtors as set forth more fully on Confirmation Exhibit I.A.122 attached hereto and (c) except as otherwise provided in the Plan, the Avoidance Actions (which shall be preserved for the benefit of the Liquidating Trust).
123. "Liquidating Trust Expenses" means any and all reasonable fees, costs and expenses incurred by the Liquidating Trust or the Liquidating Trustee (or any agent, Person, entity or professional engaged by the Liquidating Trust or the Liquidating Trustee) in connection with any of their duties under the Plan and the Liquidating Trust Agreement, including any reasonable administrative fees, attorneys' fees and expenses, insurance fees, Taxes and escrow expenses.
124. "Liquidating Trustee" means the trustee of the Liquidating Trust as selected by the Creditors' Committee and reasonably acceptable to the Debtors pursuant to Section III.I.1 and identified in the Liquidating Trust Agreement (or any successor trustee in his or her capacity as the trustee of the Liquidating Trust).
125. "Master DSRF" means, collectively, that certain master DSRF and that certain Sales Proceeds Account created pursuant to the Third Amended MFA for the benefit of the Master Trustee and the Holders of the Bonds and to be applied in accordance with the terms of the Master Trust Indenture and the True-Up Agreement.
126. "Master Trust Indenture" means that certain Master Trust Indenture, dated as of December 1, 1997, between the Obligated Group Debtors and the Master Trustee, as it may have been amended, modified or

supplemented prior to the Petition Date, together with all amendments thereto and extensions thereof and all security agreements and instruments related thereto.

127. "Master Trustee" means U.S. Bank, as successor-in-interest to National City Bank, as master trustee under the Master Trust Indenture.

128. "Master Trustee Fee Claim" means a Claim against the Debtors arising from and after the Petition Date, pursuant to the Master Trust Indenture, relating to any compensation, disbursements, fees and expenses, including any Claim under such Master Trust Indenture relating to reasonable fees and/or expenses of counsel of the Master Trustee, which Claims shall be satisfied and discharged in accordance with Section II.A.1.e.

129. "MBIA" means MBIA Insurance Corporation.

130. "MFA" means that certain Master Forbearance Agreement, dated as of March 31, 2007, among the Bond Insurer, the Master Trustee, the Bond Trustees, Fifth Third, JPMorgan and the Obligated Group Debtors, as amended on August 15, 2007; October 16, 2007; and May 23, 2008, together with all amendments thereto and extensions thereof and all security agreements and instruments related thereto.

131. "Mortgaged Premises" means, collectively, the Obligated Group Debtors' principal facilities, including land, buildings, fixtures, tangible personal property and proceeds thereof.

132. "Mortgages" means, collectively, the following:

a. Open-End Leasehold Mortgage, Security Agreement and Financing Statement dated as of November 1, 2002, from Beeghly to the Master Trustee;

b. Open-End Leasehold Mortgage, Security Agreement and Financing Statement dated as of November 1, 2002, from FHS to the Master Trustee;

c. Open-End Mortgage, Security Agreement and Financing Statement dated as of November 1, 2002, from Trumbull to the Master Trustee; and

d. Open-End Mortgage, Security Agreement and Financing Statement dated as of November 1, 2002, from WRCS to the Master Trustee;

which provide a mortgage lien upon, and security interest in the Mortgaged Premises for the benefit of the Holders of the Obligations and the Master Trustee, together with all amendments thereto and extensions thereof.

133. "New 1113 Motion" means that certain motion seeking to reject and/or modify the Collective Bargaining Agreements to implement the CBA Modifications.

134. "New 1113 Relief" means, collectively, relief pursuant to the Reconsideration Motion and the New 1113 Motion.

135. "New Collective Bargaining Agreements" means: (a) those new collective bargaining agreements with AFSCME, ONA and/or SEIU containing the CBA Modifications; or (b) the modification of any existing Collective Bargaining Agreements to implement the CBA Modifications.

136. "New Obligated Group" means, collectively, Reorganized Debtors Forum Health, FHS, Trumbull, WRCS, FHRS, Beeghly and Dacas.

137. "Non-Electing Holders" means, collectively, the beneficial holders of the Series 1997A Bond Claims and Series 2002A Bond Claims that elect not to take the Alternative Cash Payment Option on a Ballot.

138. "Northside Medical Center" means the hospital facility located at 500 Gypsy Lane, Youngstown, Ohio 44501, which is owned and operated by WRCS.

139. "Northside Disposition Plan" means that certain plan regarding Northside Medical Center that was developed and agreed to pursuant to paragraph 3 of the Cash Collateral Order.

140. "Notice Parties" means: (a) prior to the Effective Date, the Debtors, the Creditors' Committee, the United States Trustee, counsel for U.S. Bank, counsel for the Bond Insurer, counsel for JPMorgan, counsel for Fifth Third, counsel for ASCFME, counsel for ONA, counsel for SEIU and the Office of the Attorney General for the State of Ohio; and (b) on or after the Effective Date, the Reorganized Debtors, counsel for U.S. Bank, counsel for the Bond Insurer, counsel for JPMorgan, counsel for Fifth Third, the United States Trustee and counsel to the Liquidating Trustee.

141. "Obligated Group Debtors" means, collectively, Debtors Forum Health, FHS, Trumbull, WRCS, FHRS, TMHF, WRHF, Beeghly and Dacas.

142. "Obligation No. 1A" means that certain obligation issued by the Obligated Group Debtors under the Master Trust Indenture to secure the Obligated Group Debtors' payment and performance of Basic Rent under the Lease related to the Series 1997A Bonds.

143. "Obligation No. 1B" means that certain obligation issued by the Obligated Group Debtors under the Master Trust Indenture to secure the Obligated Group Debtors' payment and performance of Basic Rent under the Lease related to the Series 1997B Bonds.

144. "Obligation No. 2A" means that certain obligation issued by the Obligated Group Debtors under the Master Trust Indenture to secure the Obligated Group Debtors' payment and performance of Basic Rent under the Lease related to the Series 2002A Bonds.

145. "Obligation No. 2B" means that certain obligation issued by the Obligated Group Debtors under the Master Trust Indenture to secure the Obligated Group Debtors' payment and performance of Basic Rent under the Lease related to the Series 2002B Bonds.

146. "Obligation No. 2C" means that certain obligation issued by the Obligated Group Debtors to JPMorgan under the Master Trust Indenture to secure the Obligated Group Debtors' obligations to JPMorgan under the Standby Bond Purchase Agreement.

147. "Obligation No. 3" means that certain obligation issued by the Obligated Group Debtors to Fifth Third under the Master Trust Indenture to secure the Obligated Group Debtors' obligations to Fifth Third under the Reimbursement Agreement.

148. "Obligation No. 4" means that certain obligation to be issued by the New Obligated Group to the Bond Insurer to secure the New Obligated Group's obligations under the Amended Insurance Agreement.

149. "Obligations" means, collectively, Obligation No. 1A, Obligation No. 1B, Obligation No. 2A, Obligation No. 2B, Obligation No. 2C, Obligation No. 3 and Obligation No. 4.

150. "ONA" means the Ohio Nurses Association and, with respect to WRCS, its affiliate the Youngstown General Duty Nurses Association.

151. "ONA Order" means that certain Stipulated Order Resolving Debtors' Omnibus Motion for an Order Pursuant to 11 U.S.C. § 1113 (I) Authorizing Rejection of Certain Collective Bargaining Agreements and (II) Granting Interim Relief Related Thereto (Ohio Nurses Association) entered by the Bankruptcy Court on July 31, 2009 (Docket No. 411).

152. "ONA Settlement Agreement" means that certain agreement between Forum Health and ONA approved by the ONA Order[; **and (b) any agreement implementing the CBA Modifications, dated [DATE]**].

153. "Ordinary Course Professionals Order" means the Order Authorizing the Debtors to Retain, Employ, and Compensate Certain Professionals Utilized in the Ordinary Course of the Debtors' Businesses (Docket No. 270), entered by the Bankruptcy Court on June 9, 2009.

154. "Other Priority Claim" means a Claim that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code that is not an Administrative Claim or a Priority Tax Claim.

155. "Other Secured Claim" means any secured Claim against any of the Debtors not constituting a Secured Bond Claim.

156. "PBGC" means the Pension Benefit Guaranty Corporation, a wholly-owned United States government corporation and an agency of the United States that administers the defined benefit pension plan termination insurance program under Title IV of ERISA.

157. "PBGC Note" means that certain unsecured note to be issued by the Reorganized Debtors in favor of the PBGC on the Effective Date, substantially in the form as Confirmation Exhibit I.A.157.

158. "PCI" means PrideCare, Inc., an Ohio for-profit Corporation and a Debtor in these Chapter 11 Cases.

159. "Pension Plan" means the Forum Health Pension Plan.

160. "Person" means any individual, firm, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization or other entity.

161. "Petition Date" means March 16, 2009, the date on which the Debtors Filed their petitions for relief and commenced the Chapter 11 Cases.

162. "Plan" means this joint plan of reorganization of the Consent Parties, and all Confirmation Exhibits attached hereto or referenced herein, as the same may be amended, modified or supplemented.

163. "Policies" means, collectively, the Series 1997A Policy and the Series 1997B Policy.

164. "Postpetition Interest" means: (a) for a Secured Bond Claim, the contractual rate of interest set forth in the applicable Bond Indenture; (b) the rate of interest set forth in the contract or other applicable document between the holder of a Secured Claim and the applicable Debtor giving rise to such holder's Secured Claim; (c) such interest, if any, as otherwise agreed to by the holder of a Secured Claim and the applicable Debtor; or (d) if none of the foregoing apply, the Federal Judgment Rate.

165. "Prepetition Secured Creditors" means, collectively: (a) the Bond Insurer; (b) JPMorgan; (c) Fifth Third; and (d) the other Holders of the Bonds.

166. "Priority Claim" means a Claim that is entitled to priority in payment pursuant to section 507(a) of the Bankruptcy Code that is not an Administrative Claim, an Administrative Superpriority Claim or a Priority Tax Claim.

167. "Priority Tax Claim" means a Claim that is entitled to priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

168. "Pro Rata" means, except with respect to the Electing Holders, when used with reference to a distribution of property to holders of Allowed Claims in a particular Class or other specified group of Claims pursuant to Article II, proportionately so that with respect to a particular Allowed Claim in such Class or in such

group, the ratio of (a)(i) the amount of property to be distributed on account of such Claim to (ii) the amount of such Claim, is the same as the ratio of (b)(i) the amount of property to be distributed on account of all Allowed Claims in such Class or group of Claims to (ii) the amount of all Allowed Claims, as the case may be, in such Class or group of Claims. Until all Disputed Claims in a Class are resolved, Disputed Claims shall be treated as Allowed Claims in their Face Amount for purposes of calculating the Pro Rata distribution of property to holders of Allowed Claims in such Class.

With respect to the Electing Holders, "Pro Rata" means, to the extent the Cash Option Funds are less than the amounts needed to satisfy all of the elections made by the Electing Holders of Allowed Bond Claims of a series pursuant to the applicable Alternative Cash Payment, the ratio of (a) the amount of Cash available to be distributed to such Electing Holders to (b) the product of (i) the principal amount of Bonds surrendered by the Electing Holders of that same series and (ii) the Cash payment rate available to such Electing Holders, subject to rounding to authorized denominations as defined in the Bond Indentures.

169. "Professional" means any professional employed in the Chapter 11 Cases pursuant to sections 327, 328, 333, 363 or 1103 of the Bankruptcy Code, or any professional or other entity seeking compensation or reimbursement of expenses in connection with these Chapter 11 Cases pursuant to section 503(b)(4) of the Bankruptcy Code.

170. "Reconsideration Motion" means that certain motion seeking reconsideration of the 1113 Orders, pursuant to Bankruptcy Rule 60 and section 105(a) of the Bankruptcy Code, or other similar relief.

171. "Record Date" means the date of the order approving the Disclosure Statement.

172. "Reimbursement Agreement" means that certain Reimbursement Agreement by and among Fifth Third and the Obligated Group Debtors, dated as of November 1, 2002 (as amended or supplemented), under which Fifth Third issued a letter of credit to secure the payment of principal, interest and purchase price of the Series 2002B Bonds.

173. "Reinstated" or "Reinstatement" means rendering a Claim unimpaired within the meaning of section 1124 of the Bankruptcy Code. Unless the Plan specifies a particular method of Reinstatement, when the Plan provides that a Claim will be Reinstated, such Claim will be Reinstated in accordance with one of the following:

a. Leaves unaltered the legal, equitable and contractual rights to which such Claim or Interest entitles the holder of such Claim or Interest; or

b. Notwithstanding any contractual provision(s) or applicable law that entitles the holder of such Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default:

- i. cures any such default that occurred before or after the commencement of the applicable Chapter 11 Case, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured;
- ii. reinstates the maturity of such Claim as such maturity existed before such default;
- iii. compensates the holder of such Claim for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision(s) or such applicable law;
- iv. if such Claim arises from any failure to perform a nonmonetary obligation, other than a default arising from failure to operate a nonresidential real property lease

subject to section 365(b)(1)(A) of the Bankruptcy Code, compensates the holder of such Claim or Interest for any actual pecuniary loss incurred by such holder as a result of such failure; and

- v. does not otherwise alter the legal, equitable or contractual rights to which such Claim or Interest entitles the holder of such Claim or Interest.

174. "Released Parties" means, collectively and individually, the Creditors' Committee and their members (solely in their capacity as such), the Master Trustee, the Bond Trustees, the Consent Parties and the Representatives of each of the foregoing.

175. "Reorganized . . ." means, when used in reference to a particular Debtor, such Debtor on or after the Effective Date.

176. "Reorganized Articles of Incorporation" means the articles of incorporation or similar corporate organization document of each Reorganized Debtor as amended and restated, substantially in the form of Confirmation Exhibit III.C.1.

177. "Reorganized Boards" means, collectively, the reorganized boards of trustees of the Reorganized Debtors.

178. "Reorganized Codes of Regulation" means the codes of regulation or similar corporate organization documents, to the extent applicable, of each Reorganized Debtor, as amended and restated, substantially in the form of Confirmation Exhibit III.C.1.

179. "Reorganized Debtors" means collectively, the Debtors, except Beeghly, CPS, Dacas, Dacas Nursing, FHPS, PCI and VNA, on and after the Effective Date.

180. "Reorganized Parent Board" means the Reorganized Board for Reorganized Forum Health.

181. "Representatives" means, with respect to any entity, such entity's successor, predecessor, officer, director, trustee, partner, employee, agent, attorney, advisor, investment banker, financial advisor, accountant or other Professional of such entity, and committee of which such entity is a member, in each case in such capacity, serving on or after October 30, 2009.

182. "Restricted Assets" means, collectively, all Cash and Cash equivalents or other assets of the Foundations which, as of the Effective Date and pursuant to Ohio or any other applicable law, are subject to specific donor restrictions as to charitable use or purpose (other than the general charitable purposes of the relevant Foundation), which restrictions have not expired or been effectively waived, by the donor or by operation of law, as of the Effective Date.

183. "Restructuring Committee" means that certain restructuring committee created pursuant to the Forbearance Letter, dated October 6, 2009, by and between the Consent Parties and the Debtors and consisting of the Chief Restructuring Officer of the Debtors, the interim Chief Executive Officer of the Debtors and the Chief Operating Officers of Trumbull, WRCS and FHRS.

184. "Restructuring Transactions" means, collectively, those mergers, consolidations, restructurings, dispositions, liquidations or dissolutions that the Debtors determine to be necessary or appropriate to effect a corporate restructuring of their respective businesses or otherwise to simplify the overall corporate structure of the Reorganized Debtors, as described in greater detail in Section III.B.

185. "Sales Proceeds Account" means that certain sales proceeds reserve account created pursuant to the terms of the MFA for the benefit of the Master Trustee and the Holders of the Bonds and to be applied in accordance with the terms of the MFA and the True-Up Agreement.

186. "Schedules" means the schedules of Assets and Liabilities and the Statements of Financial Affairs Filed by a Debtor on May 1, 2009, as required by section 521 of the Bankruptcy Code, as the same may have been or may be amended, modified or supplemented.

187. "Secondary Liability Claim" means a Claim that arises from a Debtor being liable as a guarantor of, or otherwise being jointly, severally or secondarily liable for, any contractual, tort, guaranty or other obligation of another Debtor, including any Claim based on: (a) vicarious liability; (b) liabilities arising out of piercing the corporate veil, alter ego liability or similar legal theories; (c) guaranties of collection, payments or performance; (d) indemnity bonds, obligations to indemnify or obligations to hold harmless; (e) performance bonds; (f) contingent liabilities arising out of contractual obligations or out of undertakings (including any assignment or transfer) with respect to leases, operating agreements or other similar obligations made or given by a Debtor or relating to the obligations or performance of another Debtor; (g) several liability of a member of a consolidated (or equivalent) group of corporations for Taxes of other members of the group or of the entire group; or (h) any other joint or several liability, including Claims for indemnification or contribution, that any Debtor may have in respect of any obligation that is the basis of a Claim.

188. "Secured Bond Claims" means, collectively: (a) the Series 1997A Bond Claims; (b) the Series 1997B Bond Claims; (c) the Series 2002A Bond Claims; and (d) the Series 2002B Bond Claims. The Secured Bond Claims are hereby allowed in the approximate aggregate principal amount of \$128,328,000.00, plus accrued but unpaid prepetition and postpetition fees, costs, charges and interest.

189. "Secured Claim" means a Claim that is secured by a lien on property in which an Estate has an interest or that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the value of the Claim holder's interest in such Estate's interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to sections 506(a) of the Bankruptcy Code and, if applicable, section 1129(b) of the Bankruptcy Code.

190. "Secured Tax Claim" means a Secured Claim arising out of a Debtor's liability for any Tax.

191. "Segregated Proceeds Account" means that certain account in Control of the Master Trustee into which the net proceeds of any settlement related to, or sale transaction for, any of the Debtors' assets that do not constitute collateral securing the Bonds or to which the Debtors, the Consent Parties and the Creditors' Committee have not agreed as to whether such assets constitute collateral securing the Bonds.

192. "SEIU" means the Service Employees International Union, District 1199.

193. "SEIU Order" means the Stipulated Order Resolving Debtors' Omnibus Motion for an Order Pursuant to 11 U.S.C. § 1113 (I) Authorizing Rejection of Certain Collective Bargaining Agreements and (II) Granting Interim Relief Related Thereto (Service Employees International Union) entered by the Bankruptcy Court on July 31, 2009 (Docket No. 410).

194. "SEIU Settlement Agreement" means, collectively: (a) that certain agreement between Forum Health and SEIU approved by the SEIU Order; **and (b) any agreement implementing the CBA Modifications, dated [DATE]].**

195. "Series 1997A Alternative Cash Payment" means the payment to an Electing Holder from the Series 1997A Cash Option Subaccount under the Series 1997A Alternative Cash Payment Option.

196. "Series 1997A Alternative Cash Payment Option" means the option whereby beneficial holders of the Series 1997A Bonds may elect on the Ballot to (a) surrender all of their Series 1997A Bonds to the Obligated Group Debtors and (b) release all of their rights and interests with respect to the surrendered Series 1997A Bonds under the Series 1997A Bond Indenture, the Base Lease, the Lease, the Master Trust Indenture, Obligation No. 1A, the Assignments, the Series 1997A Policy and any agreement or instrument related thereto in exchange for its vote for a Cash payment equal to 70% of the principal amount of their surrendered Series 1997A Bonds plus all accrued and unpaid interest on such surrendered Series 1997A Bonds.

197. "Series 1997A Bonds" means the \$91,610,000 original aggregate principal amount of County of Mahoning, Ohio, Fixed Rate Hospital Revenue Bonds, Series 1997A (Forum Health Obligated Group).

198. "Series 1997A Bond Claims" means any Claim against a Debtor under or evidenced by the Series 1997A Bonds, the Series 1997A Policy, Obligation No. 1A, the Third Amended MFA and any agreement entered into by the Debtors or the Holders of such Claims related to the same, or any other related document.

199. "Series 1997A Bond Indenture" means the Bond Indenture, dated as of December 1, 1997, between the Issuer and U.S. Bank, as successor-in-interest to National City Bank, as bond trustee, together with all amendments, modifications and supplements thereto and all security agreements and instruments related thereto.

200. "Series 1997A Cash Option Funds" means the funds held by the Master Trustee in the Series 1997A Cash Option Subaccount to be distributed to the Electing Holders of the Allowed Series 1997A Bond Claims, which consists of certain amounts received from the Master DSRF, the Series 1997A Reserve Fund, the Foundations, FHIL, the Indemnity Account and the Segregated Proceeds Account.

201. "Series 1997A Cash Option Subaccount" means that certain subaccount within the Cash Option Funds Account created under the Amended and Restated Master Trust Indenture for the Electing Holders of the Series 1997A Bonds.

202. "Series 1997A Policy" means the financial guaranty insurance policy, dated December 30, 1997, issued by the Bond Insurer that insures the timely payment of the principal of and the interest on the Series 1997A Bonds (Policy Number 25486), together with all endorsements thereto.

203. "Series 1997A Reserve Fund" means that certain DSRF created under the Series 1997A Bond Indenture.

204. "Series 1997B Bonds" means the \$42,600,000 original aggregate principal amount of County of Mahoning, Ohio, Variable Rate Hospital Revenue Bonds, Series 1997B (Forum Health Obligated Group).

205. "Series 1997B Bond Claims" means any Claim against a Debtor under or evidenced by the Series 1997B Bonds, the Series 1997B Policy, Obligation No. 1B, the Third Amended MFA and any agreement entered into by the Debtors or the Holders of such Claims related to the same, or any other related document.

206. "Series 1997B Bond Indenture" means the Bond Indenture, dated as of December 1, 1997, between the Issuer and U.S. Bank, as successor-in-interest to National City Bank, as bond trustee, together with all amendments, modifications and supplements thereto and all security agreements and instruments related thereto.

207. "Series 1997B Policy" means the financial guaranty insurance policy, dated December 30, 1997, issued by the Bond Insurer that insures the timely payment of the principal of and the interest on the Series 1997B Bonds (Policy Number 25487), together with all endorsements thereto.

208. "Series 1997B Reserve Fund" means that certain DSRF created under the Series 1997B Indenture.

209. "Series 2002A Alternative Cash Payment" means the payment to an Electing Holder from the Series 2002A Cash Option Subaccount under the Series 2002A Alternative Cash Payment Option.

210. "Series 2002A Alternative Cash Payment Option" means the option whereby the beneficial holders of the Series 2002A Bonds may elect on the Ballot to (a) surrender all of their Series 2002A Bonds to the Obligated Group Debtors and (b) release all of their rights and interests with respect to the surrendered Series 2002A Bonds under the Series 2002A Bond Indenture, the Base Lease, the Lease, the Master Trust Indenture, Obligation No. 2A, the Assignments and any agreement or instrument related thereto in exchange for its vote for a Cash payment equal to 55% of the principal amount of their surrendered Series 2002A Bonds plus all accrued and unpaid interest on such surrendered Series 2002A Bonds.

211. "Series 2002A Bonds" means the \$40,000,000 original aggregate principal amount of County of Mahoning, Ohio, Fixed Rate Hospital Revenue Bonds, Series 2002A (Forum Health Obligated Group).

212. "Series 2002A Bond Claims" means any Claim against a Debtor under or evidenced by the Series 2002A Bonds, Obligation No. 2A, the Third Amended MFA and any agreement entered into by the Debtors or the Holders of such Claims related to the same, or any other related document.

213. "Series 2002A Bond Indenture" means the Series 1997A Bond Indenture, as supplemented and amended by the First Supplemental Series 1997A Bond Indenture, dated as of November 1, 2002, between the Issuer and U.S. Bank, as successor-in-interest to National City Bank, as bond trustee, together with all amendments, modifications and supplements thereto and all security agreements and instruments related thereto.

214. "Series 2002A Cash Option Funds" means the funds held by the Master Trustee in the Series 2002A Cash Option Subaccount to be distributed to the Electing Holders of the Allowed Series 2002A Bond Claims, which consists of certain amounts received from the Master DSRF, the Series 2002A Reserve Fund, the Foundations, FHIL, the Indemnity Account and the Segregated Proceeds Account.

215. "Series 2002A Cash Option Subaccount" means that certain subaccount within the Cash Option Funds Account created under the Amended and Restated Master Trust Indenture for the Electing Holders of the Series 2002A Bonds

216. "Series 2002A Reserve Fund" means that certain DSRF created under the Series 2002A Bond Indenture.

217. "Series 2002B Bonds" means the \$20,000,000 original aggregate principal amount of County of Mahoning, Ohio, Variable Rate Hospital Revenue Bonds, Series 2002B (Forum Health Obligated Group).

218. "Series 2002B Bond Claims" means any Claim against a Debtor under or evidenced by the Series 2002B Bonds, Obligation No. 2B, the Third Amended MFA and any agreement entered into by the Debtors or the Holders of such Claims related to the same, or any other related document.

219. "Series 2002B Bond Indenture" means the Series 1997B Bond Indenture, as supplemented and amended by the First Supplemental Series 2002B Bond Indenture, dated as of October 1, 2002, and the Second Supplemental Series 2002B Bond Indenture, dated March 1, 2003, between the Issuer and U.S. Bank, as successor-in-interest to National City Bank, as bond trustee, together with all amendments, modifications and supplements thereto and all security agreements and instruments related thereto.

220. "Standby Bond Purchase Agreement" means that certain agreement, dated March 10, 2003 (as amended or supplemented), by and among Forum Health, FHS, Trumbull and WRCS, the Bond Trustee for the Series 1997B Bonds and JPMorgan, pursuant to which JPMorgan agreed, subject to certain terms and conditions, to purchase the unremarkable Series 1997B Bonds upon tender by the Holders thereof.

221. "Stipulation of Amount and Nature of Claim" means a stipulation or other agreement between a Debtor or Reorganized Debtor and a holder of a Claim, that, prior to the Effective Date, is approved by the Bankruptcy Court, or an agreed order of the Bankruptcy Court, establishing the amount and nature of a Claim or other orders of the Bankruptcy Court. Any such stipulation or other agreement between a Reorganized Debtor and a holder of a Claim executed after the Effective Date is not subject to approval of the Bankruptcy Court; *provided, however*, that if the Liquidating Trustee Files an objection, as permitted by Section VI.B.2, to such stipulation or other agreement within 14 days of receiving written notice of such stipulation or other agreement, Bankruptcy Court approval will be required.

222. "Subsidiary Debtor" means any Debtor other than Forum Health.

223. "Subsidiary Debtor Member Interests" means, as to a particular Subsidiary Debtor, any Interests in such Debtor.

224. "Tax" means: (a) any net income, alternative or add-on minimum, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, property, environmental, excise or other tax, assessment or charge of any kind whatsoever (together in each instance with any interest, penalty, addition to tax or additional amount) imposed by any federal, state, local or foreign taxing authority; or (b) any liability for payment of any amounts of the foregoing types as a result of being a member of an affiliated, consolidated, combined or unitary group, or being a party to any agreement or arrangement whereby liability for payment of any such amounts is determined by reference to the liability of any other entity.

225. "Third Amended MFA" means that certain Third Amended Master Forbearance Agreement, dated May 23, 2008, among the Bond Insurer, the Master Trustee, the Bond Trustees, Fifth Third, JPMorgan and the Obligated Group Debtors (as amended by that certain letter agreement, dated November 17, 2008).

226. "Third Party Disbursing Agent" means an entity (including but not limited to the Master Trustee and Bond Trustees) designated by a Debtor, Reorganized Debtor, the Consent Parties or Liquidating Trustee to act as a Disbursing Agent pursuant to Article V.

227. "TMHF" means Trumbull Memorial Hospital Foundation, an Ohio nonprofit 501(c)(3) corporation and a Debtor in these Chapter 11 Cases.

228. "Tort Claim" means any Claim that has not been settled, compromised or otherwise resolved that: (a) arises out of allegations of personal injury, wrongful death, property damage, products liability, medical malpractice or similar legal theories of recovery; or (b) arises under any federal, state or local statute, rule, regulation or ordinance governing, regulating or relating to health, safety, hazardous substances or the environment.

229. "True-Up" means that certain agreement by and among the Obligated Group Debtors and the Consent Parties and as set forth in the True-Up Agreement, the Agreement and the Letter Agreement, that proceeds from all other collateral thereafter received by the Master Trustee for the benefit of the Holders of the Series 2002B Bonds would be allocated in a manner to ensure that the Holders of the Series 1997A Bonds and the Series 1997B Bonds receive the full amount equal to such Bonds' ratable portion of the amount distributed to the Holders of the Series 2002A Bonds and the Series 2002B Bonds on account of the 2002A Defeasance and 2002B Redemption (as such terms are defined in the True-Up Agreement).

230. "True-Up Agreement" means that certain agreement by and among the Obligated Group Debtors, the Bond Insurer, JPMorgan, Fifth Third, the Bond Trustees and the Master Trustee and as set forth in Section 5.3.2 of the MFA, as amended by the True-Up Letter Agreement, together with all amendments thereto and extensions thereof and all security agreements and instruments related thereto.

231. "Trumbull" means Trumbull Memorial Hospital, an Ohio nonprofit 501(c)(3) corporation and a Debtor in these Chapter 11 Cases.

232. "Trust Accounts" means the bank accounts to be held in the name of the Liquidating Trustee that are created pursuant to Section III.I.10.

233. "Trustee Fee Claims" means, collectively, the Master Trustee Fee Claims and the Bond Trustees Fee Claims.

234. "Uninsured Claim" means any Claim that is not an Insured Claim, excluding the Secured Bond Claims.

235. "Union Settlement Agreements" means, collectively, the AFSCME Settlement Agreement, the ONA Settlement Agreement and the SEIU Settlement Agreement.

236. "Unions" means, collectively, AFSCME, ONA and SEIU.

237. "United States Trustee" means the Office of the United States Trustee for the Northern District of Ohio.

238. "Unrestricted Assets" means, collectively, all Cash and Cash equivalents or other assets of the Foundations which, as of the Effective Date, are not Restricted Assets.

239. "U.S. Bank" means U.S. Bank National Association, as Master Trustee and as the Bond Trustee.

240. "VNA" means Visiting Nurse Association and Hospice of Northeast Ohio, an Ohio nonprofit 501(c)(3) corporation and a Debtor in these Chapter 11 Cases.

241. "Voting Deadline" means the deadline for submitting Ballots to either accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code that is specified in the Disclosure Statement, the Ballots or related solicitation documents approved by the Bankruptcy Court.

242. "WCLC Reimbursement Agreement" means that certain reimbursement agreement and the Letter of Credit Reimbursement Agreement Rider among Fifth Third and the Obligated Group Debtors, dated October 26, 2006, whereby the Obligated Group Debtors deposited \$4,114,000 into a segregated blocked cash collateral account maintained at Fifth Third, together with all amendments thereto and extensions thereof.

243. "WRCS" means Western Reserve Care System, an Ohio nonprofit 501(c)(3) corporation and a Debtor in these Chapter 11 Cases.

244. "WRHF" means Western Reserve Health Foundation, an Ohio nonprofit 501(c)(3) corporation and a Debtor in these Chapter 11 Cases.

B. Rules of Interpretation and Computation of Time

1. Rules of Interpretation

For purposes of the Plan, unless otherwise provided herein: (a) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, will include both the singular and the plural; (b) unless otherwise provided in the Plan, any reference in the Plan to a contract, instrument, release or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions; (c) any reference in the Plan to an existing document or Confirmation Exhibit Filed or to be Filed means such document or Confirmation Exhibit, as it may have been or may be amended, modified or supplemented pursuant to the Plan, Confirmation Order or otherwise; (d) any reference to an entity as a holder of a Claim or Interest includes that entity's successors, assigns and affiliates; (e) all references in the Plan to Sections, Articles and Confirmation Exhibits are references to Sections, Articles and Confirmation Exhibits of or to the Plan; (f) the words "herein," "hereunder" and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (g) captions and headings to Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (h) subject to the provisions of any contract, articles of incorporation, codes of regulation, similar constituent documents, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the rights and obligations arising under the Plan will be governed by, and construed and enforced in accordance with, federal law, including the Bankruptcy Code and the Bankruptcy Rules; and (i) the rules of construction set forth in section 102 of the Bankruptcy Code will apply to the extent not inconsistent with any other provision of this Section I.B.1.

2. Computation of Time

In computing any period of time prescribed or allowed by the Plan, the provisions of Bankruptcy Rule 9006(a) will apply.

ARTICLE II.
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS; CRAMDOWN

All Claims and Interests, except Administrative Claims, Administrative Superpriority Claims and Priority Tax Claims, are placed in the following Classes. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims, Administrative Superpriority Claims and Priority Tax Claims, as described in Section II.A, have not been classified and thus are excluded from the following Classes. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any remainder of the Claim qualifies within the description of such other Classes.

A. Unclassified Claims

1. Payment of Administrative Superpriority Claims and/or Administrative Claims

a. Administrative Claims in General

Except as otherwise specified in this Section II.A, and subject to the Bar Date provisions herein, unless otherwise agreed by the holder of an Administrative Superpriority Claim or Administrative Claim and the applicable Reorganized Debtor, or unless an order of the Bankruptcy Court provides otherwise, each holder of an Allowed Administrative Superpriority Claim or Allowed Administrative Claim will receive, in full satisfaction of its Administrative Superpriority Claim or Administrative Claim, Cash equal to the amount of such Allowed Administrative Superpriority Claim or Allowed Administrative Claim on the later of (i) the Effective Date, (ii) the date on which such Administrative Superpriority Claim or Administrative Claim becomes an Allowed Administrative Superpriority Claim or Allowed Administrative Claim or (iii) the date that such Administrative Superpriority Claim or Administrative Claim will become due pursuant to its terms.

b. Statutory Fees

On or before the Effective Date, Administrative Claims for fees payable pursuant to 28 U.S.C. § 1930 will be paid in Cash equal to the amount of such Allowed Administrative Claims. All fees payable pursuant to 28 U.S.C. § 1930 after the Effective Date will be paid by the applicable Reorganized Debtor in accordance therewith until the earlier of the conversion or dismissal of the applicable Chapter 11 Case under section 1112 of the Bankruptcy Code, or the closing of the applicable Chapter 11 Case pursuant to section 350(a) of the Bankruptcy Code.

c. Ordinary Course Liabilities

Allowed Administrative Claims based on Liabilities incurred by a Debtor in the ordinary course of its business, including Administrative Claims arising from or with respect to the sale of goods or provision of services on or after the Petition Date in the ordinary course of the applicable Debtor's business, Administrative Claims of governmental units for Taxes (including Tax audit Claims related to Tax years or portions thereof ending after the Petition Date) and Administrative Claims arising from those contracts and leases of the kind described in Section IV.A, will be paid by the applicable Reorganized Debtor, pursuant to the terms and conditions of the particular transaction giving rise to those Administrative Claims, without further action by the holders of such Administrative Claims or further approval by the Bankruptcy Court.

d. Claims Under the Cash Collateral Order

Holders of Cash Collateral Claims that are Administrative Superpriority Claims or Administrative Claims will not be required to File or serve any request for payment or application for allowance of such Claims. Unless otherwise agreed by a holder of a Cash Collateral Claim, on or before the Effective Date, the Cash Collateral Claims that are Allowed Administrative Superpriority Claims or Allowed Administrative Claims will be paid in Cash equal to the amount of those Allowed Administrative Superpriority Claims or Allowed Administrative Claims.

e. Special Provisions Regarding the Claims of the Master Trustee and Bond Trustees

In full satisfaction of the Trustee Fee Claims, on the Effective Date, the Trustee Fee Claims shall be allowed as Administrative Claims against the Debtors pursuant to section 503(b) of the Bankruptcy Code and shall be paid by the Reorganized Debtors without the need for the Master Trustee or the Bond Trustees to File applications for allowance with the Bankruptcy Court. To receive payment pursuant to this Section II.A.1.e, the Master Trustee and Bond Trustees shall provide reasonable and customary detail or invoices in support of such Claims to counsel to the Reorganized Debtors no later than 30 days after the Effective Date. The Reorganized Debtors shall have the right to object to such Claims based on a "reasonableness" standard within 20 days after receipt of supporting documentation. The Reorganized Debtors shall pay the undisputed amount of any such Claims no later than 30 days after the receipt of supporting documentation from the Master Trustee or the Bond Trustees. In the event that the Reorganized Debtors and applicable Master Trustee or Bond Trustees are unable to resolve a dispute with respect to a Trustee Fee Claim, the Master Trustee or the Bond Trustees may submit any such dispute to the Bankruptcy Court for resolution. The Reorganized Debtors shall pay the remaining amount of the Trustee Fee Claims no later than 10 days after the resolution of any objections to such Claims by agreement of the parties or Final Order of the Bankruptcy Court. Charging Liens held by the Master Trustee and/or the Bond Trustees against distributions to Holders on account of the Trustee Fee Claims will be deemed released upon payment of the Trustee Fee Claims in accordance with the terms of the applicable Bond Indenture, Master Trust Indenture and this Plan. Except as provided herein, distributions received by Holders on account of Cash Collateral Claims or Allowed Secured Bond Claims pursuant to the Plan will not be reduced on account of the payment of the Trustee Fee Claims.

f. Bar Dates for Administrative Claims

i. General Administrative Claim Bar Date Provisions

Except as otherwise provided in this Section II.A.1.f.i or in a Bar Date Order or other order of the Bankruptcy Court, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Notice Parties pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order, no later than 60 days after the Effective Date. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims and that do not File and serve such a request by the applicable Bar Date will be forever barred from asserting such Administrative Claims against the Debtors, the Reorganized Debtors or their respective property, and such Administrative Claims will be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the Notice Parties and the requesting party by the latest of (A) 90 days after the Effective Date, (B) 30 days after the Filing of the applicable request for payment of Administrative Claims or (C) such other period of limitation as may be specifically fixed by a Final Order for objecting to such Administrative Claims.

ii. Bar Dates for Certain Administrative Claims

A. Professional Compensation

Professionals or other entities asserting a Fee Claim for services rendered before the Effective Date must File and serve on the Notice Parties and such other entities who are designated by the Bankruptcy Rules, the Fee Order, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than 60 days after the Effective Date or such other date as may be fixed by the Bankruptcy Court; *provided, however*, that any professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses for services rendered before the Effective Date pursuant to the Ordinary Course Professionals Order without further Bankruptcy Court review or approval (except as provided in the Ordinary Course Professionals Order). Objections to any Fee Claim must be Filed and served on the Notice Parties and the requesting party by the later of (1) 90 days after the Effective Date, (2) 30 days after the Filing of the applicable request for payment of the Fee Claim or (3) such other period of limitation as may be specifically fixed by a Final Order for objecting to such Fee Claims. To the extent necessary, the Confirmation Order will amend and supersede any previously entered order of the Bankruptcy Court regarding the payment of Fee Claims.

B. Ordinary Course Administrative Liabilities

Holders of Administrative Claims arising from liabilities incurred by a Debtor in the ordinary course of its business on or after the Petition Date, including Administrative Claims arising from or with respect to the sale of goods or provision of services on or after the Petition Date in the ordinary course of the applicable Debtor's business, Administrative Claims of governmental units for Taxes (including Tax audit Claims related to Tax years or portions thereof ending after the Petition Date) and Administrative Claims arising from those contracts and leases of the kind described in Section IV.A, will not be required to File or serve any request for payment of such Administrative Claims. Such Administrative Claims will be satisfied pursuant to Section II.A.1.c. Any Administrative Claims that are Filed contrary to this Section II.A.1.f.ii.B shall be deemed disallowed and expunged, subject to resolution and satisfaction in the ordinary course outside these Chapter 11 Cases.

C. Claims Under the Cash Collateral Order and Related Stipulations

Holders of Allowed Administrative Superpriority Claims or Administrative Claims on account of the Cash Collateral Order will not be required to File or serve any request for payment or application for allowance of such Claims. Such Allowed Administrative Superpriority Claims or Allowed Administrative Claims shall be satisfied pursuant to Section II.A.1.d.

iii. No Modification of Bar Date Order

The Plan does not modify any Bar Date Order already in place, including Bar Dates for Claims entitled to administrative priority under section 503(b)(9) of the Bankruptcy Code.

2. Payment of Priority Tax Claims

a. Priority Tax Claims

Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, at the option of the Reorganized Debtors, each holder of an Allowed Priority Tax Claim will receive, in full satisfaction of its Priority Tax Claim, Cash equal to the amount of such Allowed Priority Tax Claim, on the later of (i) the Effective Date, (ii) the date on which such Priority Tax Claim becomes an Allowed Priority Tax Claim, (iii) on terms that conform to the requirements of section 1129(a)(9)(C) of the Bankruptcy Code or (iv) upon such other terms determined by the Bankruptcy Court to provide the holder of such Claims deferred Cash payments having a value in Cash on the Effective Date, equal to such Allowed Priority Tax Claims.

b. Other Provisions Concerning Treatment of Priority Tax Claims

Notwithstanding the provisions of Section II.A.2.a, the holder of an Allowed Priority Tax Claim will not be entitled to receive any payment on account of any penalty arising with respect to or in connection with the Allowed Priority Tax Claim. Any such Claim or demand for any such penalty will be subject to treatment in Class 5 (General Unsecured Claims), as applicable, if not subordinated to Class 5 Claims pursuant to an order of the Bankruptcy Court. The holder of an Allowed Priority Tax Claim will not assess or attempt to collect such penalty from the Debtors, Reorganized Debtors or their respective property (other than as a holder of a Class 5 Claim).

B. Classified Claims

1. Other Priority Claims Against the Consolidated Debtors (Class 1 Claims) are unimpaired.

On the later of the Effective Date or on the allowance of such Other Priority Claim, each holder of an Allowed Other Priority Claim in Class 1 will receive Cash equal to the amount of such Allowed Claim, unless the holder of such Other Priority Claim and the applicable Debtor or Reorganized Debtor agree to a different treatment. Each holder of a Class 1 Claim will be deemed to have accepted the Plan.

2. Other Secured Claims Against the Consolidated Debtors (Class 2 Claims) are unimpaired.

On the later of the Effective Date or on the allowance of such Other Secured Claim, each holder of an Allowed Other Secured Claim in Class 2 will receive such treatment that either: (a) Reinstates the Other Secured Claim; (b) results in the surrender of the collateral of the holder of such Other Secured Claim and preserves all statutory rights of the holder of such Other Secured Claim to assert deficiency Claim(s); or (c) pays the holder of such Other Secured Claim in the ordinary course, unless the holder of an Other Secured Claim and the applicable Debtor or Reorganized Debtor agree to a different treatment. Each holder of a Class 2 Claim will be deemed to have accepted the Plan.

Notwithstanding either of the foregoing, the holder of an Allowed Secured Tax Claim in Class 2 will not be entitled to receive any payment on account of any penalty arising with respect to or in connection with such Allowed Secured Tax Claim. Any such Claim or demand for any such penalty will be subject to treatment in Class 5 (General Unsecured Claims), if not subordinated to Class 5 Claims pursuant to an order of the Bankruptcy Court. The holder of an Allowed Secured Tax Claim will not assess or attempt to collect such penalty from the Debtors, Reorganized Debtors, Liquidating Trust or their respective property (other than as a holder of a Class 5 Claim).

3. Series 1997A Bond Claims (Class 3A Claims) are impaired.

On the Effective Date, unless otherwise agreed by the beneficial holder of a Series 1997A Bond Claim and the applicable Debtor or Reorganized Debtor, each beneficial holder of an Allowed Claim in Class 3A will receive treatment on account of such Allowed Series 1997A Bond Claim in the manner set forth in Option A or B below, at the election of the beneficial holder of the Series 1997A Bond Claim. The beneficial holder of such Allowed Series 1997A Bond Claim will be deemed to have elected Option A unless such beneficial holder elects Option B on its Ballot.

Option A: On the Effective Date, for the beneficial holders electing or deemed to elect Option A, (a) their Series 1997A Bond Claims shall remain outstanding and shall be satisfied in accordance with the terms of the Series 1997A Bonds, the Series 1997A Bond Indenture, the Base Lease, the Lease, the Assignments, the Mortgages, Obligation No. 1A, the True-Up Agreement and the Amended and Restated Master Trust Indenture, (b) the Series 1997A Bonds, the Series 1997A Bond Indenture, the Series 1997A Policy, the Base Lease, the Lease, the Assignments, Obligation No. 1A and the Mortgages shall remain in full force and effect and (c) the Amended and Restated Master Trust Indenture and the Amended Insurance Agreement shall replace the Master Trust Indenture and the Insurance Agreement, respectively.

Option B: On the Effective Date, the Reorganized Debtors will satisfy such beneficial holder's Allowed Series 1997A Bond Claim by making the Series 1997A Alternative Cash Payment. Any beneficial holder of an Allowed Series 1997A Bond Claim that elects and receives the Series 1997A Alternative Cash Payment shall surrender such Electing Holder's Bonds, such Electing Holder's Series 1997A Bonds that have been satisfied by the Series 1997A Alternative Cash Payment shall be canceled and no longer outstanding under the Series 1997A Bond Indenture, and such Electing Holder shall no longer have the benefit of or rights under the Series 1997A Policy on account of the Series 1997A Bonds being canceled. To the extent the Series 1997A Cash Option Funds are insufficient to satisfy all of the elections made by the Electing Holders of the Allowed Series 1997A Bond Claims, the Series 1997A Cash Option Funds will be applied Pro Rata to such Claims. The remainder of the Allowed Series 1997A Bond Claims of the Electing Holders will receive treatment in the manner set forth in Option A above. To the extent the Series 1997A Cash Option Funds exceed the amounts needed to satisfy all of the elections made by the Electing Holders of the Allowed Series 1997A Bond Claims, the Series 1997A Cash Option Funds will be withdrawn from the Series 1997A Cash Option Funds Account and applied by the Obligated Group Debtors to redeem Bonds (which may or may not include the Series 1997A Bonds). Any Holder voting for the Plan shall be deemed to have consented to this transfer of Cash.

Nothing in this Section II.B.3 or any other provision in this Plan shall release or discharge any security interests, liens or collateral provided to or held by the Master Trustee and Bond Trustees under the Master Trust Indenture and applicable Bond Indenture for the benefit of the Holders of the Series 1997A Bonds and such

security interests, liens and collateral will continue to be retained and preserved for the benefit of the Holders of the Series 1997A Bonds; *provided, however*, the Amended and Restated Master Trust Indenture will replace the Master Trust Indenture.

4. Series 1997B Bond Claims (Class 3B Claims) are impaired.

On the Effective Date, (a) the Series 1997B Bond Claims shall remain outstanding and shall be satisfied in accordance with the terms of the Series 1997B Bonds, the Series 1997B Bond Indenture, the Standby Bond Purchase Agreement, the Series 1997B Policy, the Base Lease, the Lease, the Assignments, the Mortgages, Obligation No. 1B, the True-Up Agreement and the Amended and Restated Master Trust Indenture, (b) the Series 1997B Bonds, the Series 1997B Bond Indenture, the Standby Bond Purchase Agreement, the Series 1997B Policy, the Base Lease, the Lease, the Assignments, Obligation No. 1B and the Mortgages shall remain in full force and effect and (c) the Amended and Restated Master Trust Indenture and the Amended Insurance Agreement shall replace the Master Trust Indenture and the Insurance Agreement, respectively.

Nothing in this Section II.B.4 or any other provision in this Plan shall affect in any way the Series 1997B Policy, which shall remain in full force and effect, or shall release or discharge any security interests, liens or collateral provided to or held by the Master Trustee and Bond Trustees under the Master Trust Indenture and applicable Bond Indenture for the benefit of the Holders of the Series 1997B Bonds and such security interests, liens and collateral will continue to be retained and preserved for the benefit of the Holders of the Series 1997B Bonds; *provided, however*, the Amended and Restated Master Trust Indenture will replace the Master Trust Indenture.

5. Series 2002A Bond Claims (Class 3C Claims) are impaired.

On the Effective Date, unless otherwise agreed by a beneficial holder of a Series 2002A Bond Claim and the applicable Debtor or Reorganized Debtor, each beneficial holder of an Allowed Claim in Class 3C will receive treatment on account of such Allowed Series 2002A Bond Claim in the manner set forth in Option A or B below, at the election of the beneficial holder of the Series 2002A Bond Claim. The beneficial holder of such Allowed Series 2002A Bond Claim will be deemed to have elected Option A unless such Holder elects Option B on its Ballot.

Option A: On the Effective Date, for the beneficial holders electing or deemed to elect Option A, (a) their Series 2002A Bond Claims shall remain outstanding and shall be satisfied in accordance with the terms of the Series 2002A Bonds, the Series 2002A Bond Indenture, the Base Lease, the Lease, the Assignments, the Mortgages, Obligation No. 2A, the True-Up Agreement and the Amended and Restated Master Trust Indenture, (b) the Series 2002A Bonds, the Series 2002A Bond Indenture, the Base Lease, the Lease, the Assignments, Obligation No. 2A and the Mortgages shall remain in full force and effect and (c) the Amended and Restated Master Trust Indenture shall replace the Master Trust Indenture.

Option B: On the Effective Date, the Reorganized Debtors will satisfy such beneficial holder's Allowed Series 2002A Bond Claim by making the Series 2002A Alternative Cash Payment. Any beneficial holder of an Allowed Series 2002A Bond Claim that elects and receives the Series 2002A Alternative Cash Payment shall surrender the Electing Holder's Bonds, such Electing Holder's Series 2002A Bonds that have been satisfied by the Series 2002A Alternative Cash Payment shall be canceled and no longer outstanding under the Series 2002A Bond Indenture. To the extent the Series 2002A Cash Option Funds are insufficient to satisfy all of the elections made by the Electing Holders of the Allowed Series 2002A Bond Claims, the Series 2002A Cash Option Funds will be applied Pro Rata to such Claims. The remainder of the Allowed Series 2002A Bond Claims of the Electing Holders will receive treatment in the manner set forth in Option A above. To the extent the Series 2002A Cash Option Funds exceed the amounts needed to satisfy all of the elections made by the Electing Holders of the Allowed Series 2002A Bond Claims, the Series 2002A Cash Option Funds will be withdrawn from the Series 2002A Cash Option Funds Account and deposited in the Series 2002A Reserve Fund to be applied in accordance with the Series 2002A Bond Indenture. Any Holder voting for the Plan shall be deemed to have consented to this transfer of Cash.

Nothing in this Section II.B.5 or any other provision in this Plan shall release or discharge any security interests, liens or collateral provided to or held by the Master Trustee and Bond Trustees under the Master

Trust Indenture and applicable Bond Indenture for the benefit of the Holders of the Series 2002A Bonds and such security interests, liens and collateral will continue to be retained and preserved for the benefit of the Holders of the Series 2002A Bonds; *provided, however*, the Amended and Restated Master Trust Indenture will replace the Master Trust Indenture.

6. Series 2002B Bond Claims (Class 3D Claims) are impaired.

On the Effective Date, (a) the Series 2002B Bond Claims shall remain outstanding and shall be satisfied in accordance with the terms of the Series 2002B Bonds, the Series 2002B Bond Indenture, the Base Lease, the Lease, the Assignments, the Mortgages, Obligation No. 2B, the True-Up Agreement and the Amended and Restated Master Trust Indenture, (b) the Series 2002B Bonds, the Series 2002B Bond Indenture, the Base Lease, the Lease, the Assignments, Obligation No. 2B and the Mortgages shall remain in full force and effect and (c) the Amended and Restated Master Trust Indenture shall replace the Master Trust Indenture.

Nothing in this Section II.B.6 or any other provision in this Plan shall release or discharge any security interests, liens or collateral provided to or held by the Master Trustee and Bond Trustees under the Master Trust Indenture and applicable Bond Indenture for the benefit of the Holders of the Series 2002B Bonds and such security interests, liens and collateral will continue to be retained and preserved for the benefit of the Holders of the Series 2002B Bonds; *provided, however*, the Amended and Restated Master Trust Indenture and the Amended Reimbursement Agreement will replace the Master Trust Indenture and Reimbursement Agreement, respectively.

7. Convenience Class Claims Against the Consolidated Debtors (Class 4 Claims) are impaired.

On the later of the Effective Date or the allowance of the Claim, each holder of an Allowed Convenience Class Claim will receive, in exchange for and in full satisfaction of such Convenience Class Claim, its Pro Rata interest in the Convenience Class Claims Pool.

8. General Unsecured Claims Against the Consolidated Debtors (Class 5 Claims) are impaired.

On the Effective Date, in full satisfaction of its Allowed Claim, each holder of an Allowed Claim in Class 5 will receive its Pro Rata interest in the Liquidating Trust as set forth more fully in Section III.I and Section V.F.3.

9. Intercompany Claims (Class 6 Claims) are unimpaired.

On the Effective Date, prepetition Intercompany Claims in Class 6 that are not eliminated by operation of law in the Restructuring Transactions will be deemed settled and compromised in exchange for consideration and other benefits provided to the holders of prepetition Intercompany Claims, and such Claims are not entitled to any distributions under the Plan. Each holder of a Class 6 Claim will be deemed to have accepted the Plan.

10. Subsidiary Debtor Member Interests (Class 7 Interests) are unimpaired.

On the Effective Date, the Subsidiary Debtor Member Interests of all Reorganized Debtors will be Reinstated, subject to the Restructuring Transactions. Each holder of a Class 7 Interest will be deemed to have accepted the Plan.

C. Impact of Classification of Claims on Subordination Rights

The classification and manner of satisfying all Claims and Interests under the Plan takes into consideration all subordination rights, whether arising under general principles of equitable subordination, contract, section 510 of the Bankruptcy Code or otherwise, that a holder of a Claim or Interest may have against other Claim or Interest holders with respect to any distribution made pursuant to the Plan. All subordination rights that a holder of a Claim may have with respect to any distribution to be made pursuant to the Plan will be discharged and terminated, and all actions related to the enforcement of such subordination rights will be permanently enjoined.

Accordingly, distributions pursuant to the Plan to holders of Allowed Claims will not be subject to payment to a beneficiary of such terminated subordination rights or to levy, garnishment, attachment or other legal process by a beneficiary of such terminated subordination rights.

D. Special Provisions Relating to the Rights of Setoff of Creditors

Nothing in this Plan shall expand or enhance a creditor's right of setoff, which shall be determined as of the Petition Date. Nothing in this Plan is intended to, or shall be interpreted to, approve any creditor's effectuation of a postpetition setoff without the consent of the Debtors or Reorganized Debtors, unless prior Bankruptcy Court approval has been obtained.

E. Special Provisions Regarding the Treatment of Allowed Secondary Liability Claims; Maximum Recovery

Holders of Allowed Secondary Liability Claims against any of the Debtors will be entitled to only one distribution from the Debtors in respect of the Liabilities related to such Allowed Secondary Liability Claim and such Claims against all of the Debtors will be deemed satisfied in full by the distributions on account of the related underlying Allowed Claim. Holders of Allowed Secondary Liability Claims against a Debtor may not receive more than 100% of the value of the underlying Claim giving rise to such multiple Claims.

F. Cramdown

The Consent Parties request Confirmation under section 1129(b) of the Bankruptcy Code with respect to any impaired Class that has not accepted or is deemed not to have accepted the Plan pursuant to section 1126 of the Bankruptcy Code.

**ARTICLE III.
MEANS FOR IMPLEMENTATION OF THE PLAN**

The provisions of the Plan are intended to allow for the ongoing operation of the Reorganized Debtors, including, but not limited to, the following transactions:

A. Continued Corporate Existence and Vesting of Assets

Except as otherwise provided herein (including with respect to the Restructuring Transactions described in Section III.B), on the Effective Date: (1) the Reorganized Debtors will continue to be incorporated and shall exist as separate nonprofit and for-profit corporate entities, as applicable, with all corporate powers in accordance with the laws of the state of Ohio and the applicable Reorganized Articles of Incorporation and Reorganized Codes of Regulation attached hereto as Confirmation Exhibit III.C.1; (2) each Debtor will, as a Reorganized Debtor, continue to exist after the Effective Date as a separate legal entity, and, if applicable, with the same charitable purpose as previously set forth in the applicable articles of incorporation, with all of the powers of such a legal entity under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, dissolution or otherwise) under applicable law; and (3) on the Effective Date, all property of the Estate of a Debtor, and any property acquired by a Debtor or Reorganized Debtor under the Plan, will vest, subject to the Restructuring Transactions, in such Reorganized Debtor free and clear of all Claims, liens, charges, other encumbrances and other interests. On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire and dispose of property and compromise or settle any Claims without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or the Confirmation Order. Without limiting the foregoing, each Reorganized Debtor may pay the charges that it incurs on or after the Effective Date for Professionals' fees, disbursements, expenses or related support services (including fees relating to the preparation of Professional fee applications) without application to, or the approval of, the Bankruptcy Court.

B. Restructuring Transactions

1. Restructuring Transactions Generally

On or after the Confirmation Date, the applicable Debtors or Reorganized Debtors may enter into such Restructuring Transactions and may take such actions as the Debtors or Reorganized Debtors, in consultation with the Consent Parties, may determine to be necessary or appropriate to effect a corporate restructuring of their respective operations, activities or businesses, as applicable, or simplify the overall corporate structure of the Reorganized Debtors (including but not limited to merger or dissolution of Beeghly, CPS, Dacas, Dacas Nursing, FHPS, PCI and VNA) to the extent not inconsistent with any other terms of the Plan. Unless otherwise provided by the terms of a Restructuring Transaction, all such Restructuring Transactions will be deemed to occur on the Effective Date and may include one or more mergers, consolidations, restructurings, dispositions, liquidations or dissolutions, as may be determined by the Consent Parties, in consultation with the Debtors and Reorganized Debtors, to be necessary or appropriate. The actions to effect these transactions may include: (a) the execution and delivery of appropriate agreements or other documents of merger, consolidation, restructuring, disposition, liquidation or dissolution containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law and such other terms to which the applicable entities may agree; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption or delegation of any Asset, property, right, Liability, duty or obligation on terms consistent with the terms of the Plan and having such other terms to which the applicable entities may agree; (c) the filing of appropriate certificates or articles of merger, consolidation, dissolution or change in corporate form pursuant to applicable law; and (d) the taking of all other actions that the applicable entities determine to be necessary or appropriate, including making filings or recordings that may be required by applicable law in connection with such transactions. Any such transactions may be effected on or subsequent to the Effective Date without any further action by the members, directors or trustees, as applicable, of any of the Debtors or the Reorganized Debtors.

2. Obligations of Any Successor Corporation in a Restructuring Transaction

The Restructuring Transactions may result in substantially all of the respective Assets, properties, rights, Liabilities, duties and obligations of certain of the Reorganized Debtors vesting in one or more surviving, resulting or acquiring corporations. In each case in which the surviving, resulting or acquiring corporation in any such transaction is a successor to a Reorganized Debtor, such surviving, resulting or acquiring corporation will perform the obligations of the applicable Reorganized Debtor pursuant to the Plan to pay or otherwise satisfy the Allowed Claims against such Reorganized Debtor, except as provided in the Plan or in any contract, instrument or other agreement or document effecting a disposition to such surviving, resulting or acquiring corporation, which may provide that another Reorganized Debtor will perform such obligations.

3. Dissolution of Certain Debtors

On the Effective Date, each Debtor that is not one of the Reorganized Debtors shall cease to exist as a separate entity without any other action being required to effect such dissolution as of the Effective Date and the Reorganized Debtors shall file appropriate certificates or documents either related to the merger of the entity into one of the Reorganized Debtors or the dissolution of such entity in accordance with applicable law.

C. Corporate Governance and Directors or Trustees and Officers

1. Articles of Incorporation and Codes of Regulation of the Reorganized Debtors

As of the Effective Date, the Reorganized Articles of Incorporation and Reorganized Codes of Regulation (or comparable constituent documents) of the Reorganized Debtors will be substantially in the forms set forth in Confirmation Exhibit III.C.1. After the Effective Date, each Reorganized Debtor may amend and restate their respective articles of incorporation or codes of regulation (or comparable constituent documents) as permitted by applicable law, subject to the terms and conditions of the Plan and such constituent documents. On the Effective Date, or as soon thereafter as is practicable, each Reorganized Debtor shall file such Reorganized Articles of Incorporation and Reorganized Codes of Regulation (or comparable constituent documents) with the Ohio Secretary

of State and with such other governmental authorities as may be necessary to make such documents effective under, or as otherwise may be required by, applicable law.

2. Reorganized Boards

a. Subject to any requirement of Bankruptcy Court approval, pursuant to section 1129(a)(5) of the Bankruptcy Code, from and after the Effective Date, the initial officers of the Reorganized Debtors will consist of the individuals identified on Confirmation Exhibit III.C.2. The initial Reorganized Parent Board will be comprised of nine independent members (to be identified on Confirmation Exhibit III.C.2 as selected), as follows: (i) the then-serving Chief Executive Officer of Reorganized Forum Health; (ii) two individuals designated by the Restructuring Committee; (iii) one individual designated by the Creditors' Committee; and (iv) five individuals designated by the Consent Parties. One of the independent members designated by the Consent Parties shall serve as chair of the Reorganized Parent Board.

b. The Reorganized Boards of the other Reorganized Debtors shall each consist of five independent members (to be identified on Confirmation Exhibit III.C.2 as selected), as follows: (i) the then-serving Chief Executive Officer of Reorganized Forum Health; (ii) the Reorganized Parent Board member designated by the Creditors' Committee; and (iii) three Reorganized Parent Board members designated by the Consent Parties. One of the independent members designated by the Consent Parties shall serve as chair of each Reorganized Board.

c. The initial Reorganized Boards shall continue in effect until removed or replaced pursuant to applicable law or in accordance with the Reorganized Debtors' corporate governance policies. Thereafter, until such time as the Consent Parties are paid in full in Cash, if a member of any Reorganized Board who was initially appointed by the Consent Parties resigns, dies or becomes disabled such that he or she cannot perform his or her duties as a Reorganized Board member, the replacement of such members shall be determined by the other Reorganized Board members who were initially appointed by the Consent Parties. After such time as the Consent Parties are paid in full in Cash, the Reorganized Board shall determine, by majority vote of the then-serving members, all replacement Reorganized Board members as vacancies arise.

3. Corporate Action

The Restructuring Transactions; the adoption of new or amended and restated articles of incorporation and codes of regulation (or comparable constituent documents) for the Reorganized Debtors; the initial selection of directors, trustees and officers for the Reorganized Debtors; the establishment of the Liquidating Trust and the appointment of the Liquidating Trustee; the distribution of Cash pursuant to the Plan; the adoption, execution, delivery and implementation of all contracts, leases, instruments, releases and other agreements or documents related to any of the foregoing; the adoption, execution and implementation of employment, incentive compensation programs, welfare benefit plans and other employee plans and related agreements; and the other matters provided for under the Plan involving the corporate structure of the Debtors and the Reorganized Debtors, will be deemed to occur and be effective as of the Effective Date, if no such other date is specified in such other documents, and will be authorized and approved in all respects and for all purposes without any requirement of further action by the members, directors or trustees, as applicable, of the Debtors or the Reorganized Debtors.

D. Alternative Cash Payment Option

1. FHIL Cash Infusion

On the Effective Date of the Plan, Reorganized Forum Health will issue the FHIL Note in exchange for the FHIL Cash Infusion. Immediately thereafter, on the Effective Date, Reorganized Forum Health shall transfer the FHIL Cash Infusion to the Master Trustee for the benefit of the Holders of the Bonds and used, in accordance with the True-Up Agreement, for debt service reduction, including the Alternative Cash Payment Option.

2. Use of Unrestricted Foundation Funds

On the Effective Date (a) WRHF will transfer all of its Unrestricted Assets to the Master Trustee, and (b) TMHF will transfer all of its Unrestricted Assets to the Master Trustee. On the Effective Date, all such Unrestricted Assets shall be released to the Master Trustee for the benefit of the Holders of the Bonds and used, in accordance with the True-Up Agreement, for debt service reduction, including the Alternative Cash Payment Option.

3. Indemnity Account and the Segregated Proceeds Account

On the Effective Date, any and all funds in the Indemnity Account and the Segregated Proceeds Account shall be released to the Master Trustee for the benefit of the Holders of the Bonds, and used, in accordance with the True-Up Agreement, for debt service reduction, including pursuant to the Alternative Cash Payment Option.

4. Master DSRF and DSRFs

On the Effective Date, any and all funds in the Master DSRF shall be transferred by the Master Trustee in accordance with the True-Up Agreement as follows: (a) approximately \$14,300,000.00 to the Series 1997A Cash Option Subaccount of the Cash Option Funds Account to be used by the Master Trustee to fund the Series 1997A Alternative Cash Payment for the Electing Holders; and (b) approximately \$206,000.00 to the Series 2002A Cash Option Subaccount of the Cash Option Funds Account to be used by the Master Trustee to fund the Series 2002A Alternative Cash Payment for the Electing Holders.

On the Effective Date, approximately \$8,700,000.00 in the DSRF relating to the Series 1997A Bonds shall be released by the applicable Bond Trustee for the Series 1997A Bonds and transferred to the Master Trustee to be deposited in the Series 1997A Cash Option Subaccount of the Cash Option Funds Account to be used by the Master Trustee to fund the Series 1997A Alternative Cash Payment for the Electing Holders.

On the Effective Date, approximately \$470,000.00 in the DSRF relating to the Series 2002A Bonds shall be released by the applicable Bond Trustee for the Series 2002A Bonds and transferred to the Master Trustee to be deposited in the Series 2002A Cash Option Subaccount of the Cash Option Funds Account to be used by the Master Trustee to fund the Series 2002A Alternative Cash Payment for the Electing Holders.

5. Fifth Third Cash Collateral Account

On the Effective Date, the approximately \$5,000,000.00 in the Fifth Third Cash Collateral Account shall be released by Fifth Third and applied to redeem \$5,000,000.00 of the Series 2002B Bonds.

6. Cancellation and Surrender of Instruments, Securities and Other Documentation

On the Effective Date and concurrently with the applicable distributions made pursuant to Article V, any and all Bonds of the Electing Holders that receive the Alternative Cash Payment, but only to the extent that the Secured Bond Claims of such Electing Holders were satisfied by the Alternative Cash Payment, will be surrendered to the applicable Bond Trustee and canceled. Such Bonds shall be of no further force and effect without any further action on the part of any Debtor or Reorganized Debtor. To the extent that an Electing Holder's Secured Bond Claims were satisfied by an Alternative Cash Payment, such Electing Holder, the Bond Trustees and the Master Trustee will have no rights against the Issuer, the Debtors, the Reorganized Debtors or the Bond Insurer arising from or relating to their Secured Bond Claims and other documentation; *provided, however*, that no distribution under the Plan will be made to or on behalf of any Electing Holder until such Bonds are surrendered to and received by the Master Trustee, to the extent required in Section V.F.2. This Section III.D.6 does not affect or alter any legal, equitable or contractual rights of the Non-Electing Holders except as otherwise set forth in the Plan.

E. Amended and Restated Master Trust Indenture

On the Effective Date, the Reorganized Debtors and the Master Trustee will enter into the Amended and Restated Master Trust Indenture. The Amended and Restated Master Trust indenture shall replace the Master Trust Indenture. The Obligations issued under the Master Trust Indenture shall remain outstanding under the Amended and Restated Master Trust Indenture and continue to secure the Bonds, subject to the terms of the Amended and Restated Master Trust Indenture. On the Effective Date, the Debtors will also pledge to the Master Trustee, for the benefit of the holders of the Obligations, the Mortgaged Premises, but excluding the unencumbered real estate assets of the Debtors as set forth on Confirmation Exhibit I.A.122.

Nothing in this Section III.E or any other provision in this Plan shall release or discharge any security interests, liens or collateral provided to or held by the Master Trustee and Bond Trustees under the Master Trust Indenture and applicable Bond Indenture for the benefit of the Master Trustee, the Bond Trustees, the holders of the Obligations and the Holders of the Bonds, and such security interests, liens and collateral will continue to be retained and preserved for the benefit of the Master Trustee, Bond Trustees, the holders of the Obligations and the Holders of the Bonds; *provided, however*, that the Amended and Restated Master Trust Indenture will replace the Master Trust Indenture.

F. Amended Insurance Agreement

On the Effective Date, the Reorganized Debtors and the Bond Insurer will enter into the Amended Insurance Agreement. The Amended Insurance Agreement will replace the Insurance Agreement. The New Obligated Group will issue Obligation No. 4 to the Bond Insurer to secure the New Obligated Group's obligations under the Amended Insurance Agreement.

G. Implementation of Settlements

1. Union Settlement Agreements

The Plan contemplates the implementation of the Union Settlement Agreements and/or the New 1113 Relief and the transactions contemplated thereby.

2. Assumption of New Collective Bargaining Agreements

On the Effective Date, the applicable Debtor will assume the New Collective Bargaining Agreements as set forth under Section IV.A. Ordinary course obligations arising under the assumed agreements shall be unaltered by the Plan and shall be satisfied by the Reorganized Debtors in the ordinary course of business.

3. Pension Plan

The Plan assumes that the Pension Plan will be terminated. The Debtors' obligations under ERISA § 4006(a)(7) and 29 U.S.C. § 1306(a)(7)(A) shall be satisfied by the Reorganized Debtors issuing the PBGC Note on the Effective Date.

H. Employment, Retirement and Other Related Agreements; Workers' Compensation Programs.

1. Employment-Related Agreements

As of the Effective Date, the Reorganized Debtors will have authority to: (a) maintain, amend or revise existing employment, retirement, welfare, incentive, severance, indemnification and other agreements with, or programs for, their active employees, subject to the terms and conditions of any such agreement or program; and (b) enter into new employment, retirement, welfare, incentive, severance and other agreements or programs for active employees.

2. Compensation and Benefit Programs

Except as provided in Sections III.G.3, VIII.A.6 and IV.B.1, all savings plans, retirement plans (other than the Pension Plan), health care plans, performance based incentive plans, retention plans, workers' compensation programs and life, disability, directors and officers liability and other insurance plans are deemed assumed and assigned under Section IV.A and Reinstated as of the Effective Date; *provided, however*, the Pension Plan, the Collective Bargaining Agreements and the New Collective Bargaining Agreements shall be treated in accordance with the terms of the Plan and as set forth herein.

3. Continuation of Workers' Compensation Programs

From and after the Effective Date, (a) the Reorganized Debtors will continue to administer and pay all valid claims for benefits and liabilities arising under the Debtors' workers' compensation programs for which the Debtor or Reorganized Debtors are responsible under Ohio's workers' compensation law, regardless of when the applicable injuries were incurred, in accordance with the Debtors' prepetition practices and procedures, applicable plan documents and Ohio's workers' compensation law and (b) nothing in the Plan shall discharge, release or relieve the Debtors or Reorganized Debtors from any current or future liability under Ohio's workers' compensation law. The Debtors expressly reserve the right to challenge the validity of any claim for benefits or liabilities arising under any workers' compensation program.

I. Liquidating Trust

1. Liquidating Trust Generally

On or prior to the Effective Date, the Liquidating Trust shall be established pursuant to the Liquidating Trust Agreement for the purpose of distributing assets contributed to the Liquidating Trust to holders of Allowed Class 5 Claims, pursuing any Avoidance Actions, making all distributions to holders of Allowed Class 5 Claims in accordance with the terms of the Plan and otherwise implementing the applicable terms of the Plan. Subject to and to the extent set forth in the Plan, the Confirmation Order, the Liquidating Trust Agreement or other agreement (or any other order of the Bankruptcy Court entered pursuant to or in furtherance hereof), the Liquidating Trust (and the Liquidating Trustee) shall be empowered to: (a) effect all actions and execute all agreements, instruments and other documents necessary to implement the Liquidating Trust provisions of the Plan; (b) establish, maintain and administer the Trust Accounts, which shall be segregated to the extent appropriate in accordance with the Plan or Liquidating Trust Agreement; (c) accept, preserve, receive, collect, manage, invest, supervise, prosecute, settle and protect the assets of the Liquidating Trust (directly or through its professionals or a Third Party Disbursing Agent), in accordance with the Plan; (d) sell, liquidate, transfer, distribute or otherwise dispose of the assets of the Liquidating Trust (directly or through its professionals or a Third Party Disbursing Agent) or any part thereof or any interest therein upon such terms as the Liquidating Trustee determines to be necessary, appropriate or desirable; (e) calculate and make distributions to holders of Allowed Class 5 Claims pursuant to the procedures for allowing Claims and making distributions prescribed in the Plan; (f) comply with the Plan and exercise the Liquidating Trustee's rights and fulfill its obligations thereunder; (g) review, reconcile or object to Class 5 Claims and resolve such objections as set forth in the Plan; (h) pursue Avoidance Actions that are transferred to the Liquidating Trust to the extent that their pursuit would likely result in an economic benefit to creditors classified in Class 5 hereunder; (i) retain and compensate professionals to represent the Liquidating Trustee with respect to its responsibilities; (j) file appropriate Tax returns and other reports on behalf of the Liquidating Trust and pay Taxes or other obligations owed by the Liquidating Trust; (k) exercise such other powers as may be vested in the Liquidating Trustee under the Liquidating Trust Agreement or the Plan, or as deemed by the Liquidating Trustee to be necessary and proper to implement the provisions of the Plan and the Liquidating Trust Agreement; and (l) dissolve the Liquidating Trust in accordance with the terms of the Liquidating Trust Agreement. Notwithstanding anything to the contrary in this Section III.I.1, the Liquidating Trust's primary purpose is liquidating the assets transferred to it by the Debtors, pursuing Avoidance Actions and making distributions of the assets of the Liquidating Trust to holders of Allowed Class 5 Claims.

2. Funding of and Transfer of Assets into the Liquidating Trust

a. On the Effective Date, the Liquidating Trust shall receive the Liquidating Trust Assets. The assets will be transferred to and vest in the Liquidating Trust on the Effective Date, free and clear of all liens.

b. The Liquidating Trustee shall have the authority to create sub-accounts or sub-trusts within the Liquidating Trust, and into which the Liquidating Trustee may deposit any non-Cash property, including real or personal property pending its liquidation. Such sub-accounts or sub-trusts may hold legal title to such property. Once liquidated, any Cash proceeds of such sub-accounts or sub-trusts shall be deposited directly into the primary Trust Account.

c. The act of transferring assets and rights to the Liquidating Trust, as authorized by the Plan, shall not be construed to destroy or limit any such assets or rights or be construed as a waiver of any right, and such rights may be asserted by the Liquidating Trust as if the asset or right was still held by the applicable Debtor.

3. Liquidating Trustee

a. The initial Liquidating Trustee shall be selected by the Creditors' Committee, subject to the consent of the Debtors (with such consent not being unreasonably withheld).

b. The powers, rights and responsibilities of the Liquidating Trustee shall be specified in the Liquidating Trust Agreement and shall include the authority and responsibility to fulfill the items identified in Section III.I.1 above. Other rights and duties of the Liquidating Trustee and the beneficiaries of the Liquidating Trust shall be as set forth in the Liquidating Trust Agreement.

4. Liquidating Trust Agreement

The Liquidating Trust Agreement generally will provide for, among other things: (a) the payment of reasonable compensation to the Liquidating Trustee; (b) the payment of other expenses of the Liquidating Trust, including the cost of pursuing the claims assigned to the Liquidating Trust; (c) the retention of counsel, accountants, financial advisors or other professionals and the payment of their compensation; (d) the investment of Cash by the Liquidating Trustee within certain limitations; (e) the preparation and filing of appropriate Tax returns and other reports on behalf of the Liquidating Trust and the payment of Taxes or other obligations owed by the Liquidating Trust; (f) the orderly liquidation of the Liquidating Trust's assets; and (g) the litigation, settlement, abandonment or dismissal of the Avoidance Actions or any other claims, rights or causes of action assigned to the Liquidating Trust.

5. Reports to be Filed by the Liquidating Trustee

The Liquidating Trustee, on behalf of the Liquidating Trust, shall File with the Bankruptcy Court (and provide to any other party entitled to receive any such report pursuant to the Liquidating Trust Agreement), no later than 31 days after June 30 and December 31 of each calendar year, a semi-annual report regarding the administration of property subject to its ownership and control pursuant to the Plan, distributions made by it and other matters relating to the implementation of the Plan.

6. Fees and Expenses of the Liquidating Trust

Except as otherwise ordered by the Bankruptcy Court, the reasonable and necessary fees and expenses of the Liquidating Trust (including the reasonable and necessary fees and expenses of any professionals assisting the Liquidating Trustee in carrying out its duties under the Plan) will be funded by the assets in the Liquidating Trust in accordance with the Liquidating Trust Agreement without further order from the Bankruptcy Court.

7. Indemnification

The Liquidating Trust Agreement may include reasonable and customary indemnification provisions for the benefit of the Liquidating Trustee and/or other parties. Any such indemnification shall be the sole responsibility of the Liquidating Trust and payable solely from the assets of the Liquidating Trust.

8. Tax Treatment

The Liquidating Trust is intended to be treated for U.S. federal income tax purposes in part as a liquidating trust described in Treasury Regulation § 301.7701-4(d) and in part as one or more Disputed Claims reserves treated either as discrete trusts taxed pursuant to Section 641 et seq. of the Internal Revenue Code or as disputed ownership funds described in Treasury Regulation § 1.468B-9. For federal income tax purposes, the transfer of assets by the Debtors to the Liquidating Trust will be treated in part as the transfer of assets by the Debtors to the holders of Allowed Class 5 Claims, subject to any liabilities of the Debtors or the Liquidating Trust payable from the proceeds of such assets, followed by the transfer of such assets (subject to such liabilities) by such holders to the Liquidating Trust in exchange for interests in the trust, and in part as the transfer of assets by the Debtors to one or more Disputed Claims reserves. The holders of Allowed Class 5 Claims will be treated for federal income tax purposes as the grantors and deemed owners of their respective shares of the assets in the Liquidating Trust (subject to such liabilities), depending on their rights to distributions under the Plan. As grantors and deemed owners of such assets, the holders of Allowed Class 5 Claims will be required to include in income their respective shares of the income, deductions, gains, losses and credits attributable to such assets. The holders of Allowed Class 5 Claims will be required to use the values assigned to such assets by the Liquidating Trustee for all federal tax purposes, including the recognition of income, deduction, gain or loss with respect to their Allowed Claims and any gain or loss recognized on the subsequent disposition of an asset in which the holder holds an interest. The Liquidating Trust Agreement will contain certain provisions to comply with IRS guidance for trusts treated as liquidating trusts. Among other things, the agreement will (a) require that the Liquidating Trust terminate no later than five years after the Effective Date, subject to extension with Bankruptcy Court approval, (b) limit the Liquidating Trustee's investment powers, (c) limit the business operations carried on by the Liquidating Trust to activities reasonably necessary to and consistent with the trust's liquidating purpose, (d) prohibit the Liquidating Trust from receiving or retaining Cash or Cash equivalents in excess of an amount reasonably necessary to meet Claims and contingent liabilities or to maintain the value of the trust assets during liquidation and (e) distribute at least annually to the holders of Allowed Class 5 Claims the Liquidating Trust's net income and the net proceeds from the sale of Liquidating Trust assets in excess of an amount reasonably necessary to meet Claims and contingent liabilities (including Disputed Claims) and to maintain the value of the Liquidating Trust assets. Liquidating Trust assets reserved for holders of Disputed Claims will be treated as one or more Disputed Claims reserves for tax purposes, which will be subject to an entity-level Tax on some or all of their net income or gain. No holder of a Claim will be treated as the grantor or deemed owner of an asset reserved for Disputed Claims until such holder receives or is allocated an interest in such asset. The Liquidating Trustee will file all Tax returns on a basis consistent with the treatment of the Liquidating Trust in part as a liquidating trust (and grantor trust pursuant to Treasury Regulation § 1.671-1(a)) and in part as one or more Disputed Claims reserves taxed as discrete trusts or disputed ownership funds, and will pay all Taxes owed from Liquidating Trust assets.

9. Sales of Assets by Liquidating Trust

In connection with the sale, liquidation, transfer, distribution or other disposition of the assets of the Liquidating Trust by the Liquidating Trustee, the Liquidating Trustee shall deposit any proceeds of the litigation or settlement of Avoidance Actions into the primary Trust Account. The Liquidating Trustee may conduct any sales or liquidations of non-Cash assets from the Liquidating Trust on any terms it deems reasonable, without further order of the Bankruptcy Court.

10. Creation and Maintenance of Trust Accounts

a. Creation of Trust Accounts

On or prior to the Effective Date, appropriate Trust Accounts will be established and maintained in one or more federally insured domestic banks in the name of the Liquidating Trustee. To effect distributions, the Liquidating Trustee may establish and maintain multiple Trust Accounts.

b. Additional Funding of Trust Accounts

After the funding of the Trust Accounts on the Effective Date, each Trust Account will continue to be funded by the transfers provided under the Plan, including Cash distributions and proceeds from litigation. Cash deposited in the Trust Accounts will be invested, held and used solely as provided in the Liquidating Trust Agreement.

c. Investment of Trust Accounts

The Liquidating Trustee shall invest Cash in the Trust Accounts, subject to the limitations established by the Liquidating Trust Agreement; *provided, however*, that should the Liquidating Trustee determine, in its sole discretion, that the administrative costs associated with such investment will exceed the return on such investment, it may choose not to invest such Cash. Distributions of Cash from accounts held by the Liquidating Trustee will include a Pro Rata share of any Cash Investment Yield, net of any Taxes payable with respect thereto.

d. Closure of Trust Accounts

Upon obtaining an order of the Bankruptcy Court authorizing final distribution and/or closure of the Chapter 11 Cases, any funds remaining in the Trust Accounts shall be distributed in accordance with the Plan and the Liquidating Trust Agreement, and the Trust Accounts will be closed.

J. Special Provisions Regarding Insured Claims

1. Limitations on Amounts to Be Distributed to Holders of Allowed Insured Claims

Distributions under the Plan to each holder of an Allowed Insured Claim will be in accordance with the treatment provided under the Plan for the Class in which such Allowed Insured Claim is classified, but (other than with respect with any Secured Bond Claim) solely to the extent that such Allowed Insured Claim is not satisfied from proceeds payable to the holder thereof under any pertinent insurance policies and applicable law. Nothing in this Section III.J.1 constitutes a waiver of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities that any entity may hold against any other entity, including the Debtors' insurance carriers.

2. Assumption and Continuation of Insurance Contracts

From and after the Effective Date, each of the Insurance Contracts will be, as applicable, either deemed assumed by the applicable Reorganized Debtor pursuant to section 365 of the Bankruptcy Code and Section IV.A of the Plan or continued in accordance with its terms such that each of the parties' contractual, legal and equitable rights under each Insurance Contract shall remain unaltered, and the parties to each Insurance Contract will continue to be bound by such Insurance Contract as if the Chapter 11 Cases had not occurred. Nothing in the Plan shall affect, impair or prejudice the rights and defenses of the Insurers or the Reorganized Debtors under the Insurance Contracts in any manner, and such Insurers and Reorganized Debtors shall retain all rights and defenses under the Insurance Contracts, and the Insurance Contracts shall apply to, and be enforceable by and against, the Reorganized Debtors and the applicable Insurer(s) as if the Chapter 11 Cases had not occurred. In addition, notwithstanding anything to the contrary in the Plan, nothing in the Plan (including any other provision that purports to be preemptory or supervening), shall in any way operate to, or have the effect of, impairing any party's legal, equitable or contractual rights and/or obligations under any Insurance Contract, if any, in any respect. Any such

rights and obligations shall be determined under the Insurance Contracts, any agreement of the parties and applicable law.

3. Liquidation of Tort Claims

All Tort Claims will be liquidated, determined or otherwise resolved under section 502(c) of the Bankruptcy Code and will be subject to the Claims allowance process set forth in the Plan.

K. Cash Management

The Reorganized Debtors shall maintain the cash management system of the Reorganized Debtors in effect on the Effective Date and cause to be maintained in all material respects, and shall not transfer funds out of (except in the ordinary course of business) the cash management system, cash management accounts and investments accounts of the Reorganized Debtors. Each of the Reorganized Debtors further jointly and severally agrees that, until such time the Secured Bond Claims are paid in full in Cash, to the extent any new accounts (including, without limitation, any operating, Cash or investment accounts) are opened by, or for the benefit of, the Reorganized Debtors, the Reorganized Debtors shall execute and deliver a deposit account control agreement (in form and substance acceptable to the Master Trustee), or amend the existing account control agreements (if applicable) and deliver such amendment, to the Master Trustee prior to or on the date such account is opened.

L. No Change in Control

The consummation of the Plan, the implementation of the Restructuring Transactions or the assumption or assignment of any Executory Contract or Unexpired Lease to another Reorganized Debtor is not intended to, and shall not, constitute a change in ownership or change in Control under any employee benefit plan or program, financial instrument, loan or financing agreement, Executory Contract or Unexpired Lease, contract or agreement in existence on the Effective Date to which a Debtor is a party.

M. Preservation of Rights of Action by the Debtors and the Reorganized Debtors; Avoidance Actions

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement, including the Liquidating Trust Agreement, entered into or delivered in connection with the Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Reorganized Debtors will retain and may enforce any claims, demands, rights, defenses and causes of action that the Debtors or the Estates may hold against any entity to the extent not expressly released under the Plan or by any Final Order of the Bankruptcy Court. Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement, including the Liquidating Trust Agreement, entered into or delivered in connection with the Plan, in accordance with section 1123(b) of the Bankruptcy Code, the Liquidating Trust will retain the Avoidance Actions to the extent not expressly released under the Plan or by any Final Order of the Bankruptcy Court. For the avoidance of doubt, the Avoidance Actions exclude any and all causes of action against the Master Trustee, the Bond Trustees and the Prepetition Secured Creditors.

N. Release of Liens

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, on the Effective Date and except as specified in the treatment provided for Secured Claims and Secured Bond Claims in Article II, all mortgages, deeds of trust, liens or other security interests against the property of any Estate will be fully released and discharged, and all of the right, title and interest of any holder of such mortgages, deeds of trust, liens or other security interests, including any rights to any collateral thereunder, will revert to the applicable Reorganized Debtor and its successors and assigns. As of the Effective Date, except as specified in the treatment provided for Secured Claims and Secured Bond Claims in Article II, the Reorganized Debtors shall be authorized to execute and file on behalf of creditors Form UCC-3 Termination Statements or such other forms as may be necessary or appropriate to implement the provisions of this Section III.N.

O. Releases

1. General Releases by Debtors and Reorganized Debtors

Without limiting any other applicable provisions of, or releases contained in, the Plan, as of the Effective Date, the Debtors and the Reorganized Debtors, on behalf of themselves and their affiliates, the Estates and their respective successors, assigns and any and all entities who may purport to claim by, through, for or because of them, will forever release, waive and discharge all Liabilities that they have, had or may have against any Released Party except with respect to obligations arising under the Plan; *provided, however*, that the foregoing provisions shall not affect the liability of any Released Party that otherwise would result from any act or omission to the extent that act or omission subsequently is determined in a Final Order to have constituted gross negligence or willful misconduct.

2. General Releases by Holders of Claims

Without limiting any other applicable provisions of, or releases contained in, the Plan, as of the Effective Date, in consideration for the obligations of the Debtors and the Reorganized Debtors under the Plan and the consideration and other contracts, instruments, releases, agreements or documents to be entered into or delivered in connection with the Plan, each holder of a Claim that votes in favor of the Plan, and to the fullest extent permissible under law, will be deemed to forever release, waive and discharge all Liabilities in any way relating to a Debtor, the Chapter 11 Cases, the Estates, the Plan, the Confirmation Exhibits or the Disclosure Statement that such entity has, had or may have against any Released Party (which release will be in addition to the discharge of Claims provided herein and under the Confirmation Order and the Bankruptcy Code).

P. Exculpation

From and after the Effective Date, except with respect to obligations arising under the Plan, the Released Parties shall neither have nor incur any liability to any Person for any act taken or omitted to be taken in connection with the Debtors' restructuring, including the formulation, preparation, dissemination, implementation, Confirmation or approval of the Plan, the Confirmation Exhibits, the Disclosure Statement or any contract, instrument, release or other agreement or document provided for or contemplated in connection with the consummation of the transactions set forth in the Plan; *provided, however*, that the foregoing provisions shall not affect the liability of any Person that otherwise would result from any such act or omission to the extent that act or omission is determined in a Final Order to have constituted gross negligence or willful misconduct.

Q. Effectuating Documents; Further Transactions; Exemption from Certain Transfer Taxes

The President, Chief Executive Officer, Chief Financial Officer or any Chief Operating Officer of each Debtor or Reorganized Debtor, as applicable, will be authorized to execute, deliver, file or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of the Plan. The Secretary or any Assistant Secretary of each Debtor or Reorganized Debtor will be authorized to certify or attest to any of the foregoing actions. Pursuant to section 1146(a) of the Bankruptcy Code, the following will not be subject to any stamp Tax, real estate transfer Tax, mortgage recording Tax, sales or use Tax or similar Tax: (1) the creation of any mortgage, deed of trust, lien or other security interest; (2) the making or assignment of any lease or sublease; (3) the making, execution and delivery of the FHIL Note and PBGC Note; (4) any Restructuring Transaction; or (5) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, including any merger agreements, agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale or assignments executed in connection with any of the foregoing or pursuant to the Plan.

R. Comprehensive Settlement of Claims and Controversies

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided under the Plan, the provisions of the Plan, including the releases set forth in Articles II and III, will constitute a good faith compromise and settlement of all claims or controversies relating to the rights that a holder of

a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest or any distribution to be made pursuant to the Plan on account of any Allowed Claim or Allowed Interest. The entry of the Confirmation Order will constitute the Bankruptcy Court's approval, as of the Effective Date, of the compromise or settlement of all such claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtors, their Estates and their respective property and Claim and Interest holders and is fair, equitable and reasonable

ARTICLE IV. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Executory Contracts and Unexpired Leases to Be Assumed

1. Assumption and Assignment Generally

Pursuant to sections 365(a) and 1123(b)(2) of the Bankruptcy Code, all Executory Contracts or Unexpired Leases between the Debtors and any Person shall be deemed assumed by the Debtors or the Reorganized Debtors as of the Effective Date or after the Effective Date in accordance with Section IV.A, except for any Executory Contract or Unexpired Lease: (a) that has been rejected pursuant to an order of the Bankruptcy Court; (b) as to which a motion for rejection of such Executory Contract or Unexpired Lease has been filed and served prior to the Confirmation Date; or (c) that is listed on Confirmation Exhibit IV.B.1 (Prepetition Executory Contracts or Unexpired Leases Designated for Rejection), which may be amended, modified or supplemented prior to the Effective Date. All Executory Contracts or Unexpired Leases will be deemed assigned to the applicable Reorganized Debtor, or if such Debtor is not a Reorganized Debtor, then to Reorganized Forum Health.

2. Cure of Defaults

To the extent that the Cure Amount Claims constitute monetary defaults, the Cure Amount Claims associated with each Executory Contract or Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, at the option of the Consent Parties, in consultation with the applicable Debtor or Reorganized Debtor: (a) by payment of the Cure Amount Claim in Cash within 30 days of the Effective Date or (b) on such other terms as are agreed to by the parties to such Executory Contract or Unexpired Lease. If a party disputes: (a) the amount of any Cure Amount Claim; (b) the ability of the applicable Reorganized Debtor or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed; or (c) any other matter pertaining to the assumption of such contract or lease, the payment of any Cure Amount Claim required by section 365(b)(1) of the Bankruptcy Code will be made (a) pursuant to the Plan if the dispute is resolved as part of the Confirmation Order or (b) within 30 days following the entry of a Final Order or the execution of a Stipulation of Amount and Nature of Claim resolving the dispute and approving the assumption, if such dispute is not resolved as part of the Confirmation Order; *provided, however*, if a dispute resolving any Executory Contract or Unexpired Lease issue is decided against the Debtors or Reorganized Debtors by Final Order, the Consent Parties, in consultation with the Debtors or Reorganized Debtors, may amend Confirmation Exhibit IV.B.1 to reject such Executory Contract or Unexpired Lease within 10 days of such Final Order, regardless of whether such Final Order is entered after the Effective Date.

B. Rejection of Executory Contracts and Unexpired Leases

1. Rejection Generally

Each Executory Contract or Unexpired Lease listed on Confirmation Exhibit IV.B.1 will be deemed rejected as of the Effective Date under section 365 of the Bankruptcy Code. Each Executory Contract or Unexpired Lease listed on Confirmation Exhibit IV.B.1 will include any modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such contract or lease, irrespective of whether such agreement, instrument or other document is listed on Confirmation Exhibit IV.B.1. The Consent Parties may amend, modify or supplement Confirmation Exhibit IV.B.1 at any time prior to the later of the Effective Date, the periods set forth in Section IV.A.2 or within 30 days of implementing the Northside Disposition Plan. In the event of such amendment, modification or

supplement, such Executory Contract(s) or Unexpired Lease(s) shall be deemed to be rejected by the Debtors or Reorganized Debtors as of the Effective Date. The Debtors or the Reorganized Debtors shall provide notice of any amendments to Confirmation Exhibit IV.B.1 to the other parties to the Executory Contracts or Unexpired Leases affected thereby. This Section IV.B.1 does not provide the Debtors or the Reorganized Debtors the authority to remove a party from Confirmation Exhibit IV.B.1, and any such deletion shall be void and of no effect. Listing a contract or lease on Confirmation Exhibit IV.B.1 will not constitute an admission that such contract or lease (including any related agreements) is an Executory Contract or Unexpired Lease or that a Debtor or Reorganized Debtor has any liability thereunder.

2. Bar Date for Rejection Damage Claims

Claims arising out of the rejection of an Executory Contract or Unexpired Lease pursuant to Section IV.B.1 must be Filed with the Bankruptcy Court and served on the Debtors and the Consent Parties or, on and after the Effective Date, the Reorganized Debtors, the Consent Parties and the Liquidating Trustee, by no later than 30 days after the later of (a) notice of entry of an order approving the rejection of such Executory Contract or Unexpired Lease, (b) notice of the Confirmation Order or (c) notice of an amendment to Confirmation Exhibit IV.B.1, and upon allowance, shall be an Allowed General Unsecured Claim classified in Class 5. Any Claims not Filed within such applicable time periods will be forever barred from receiving a distribution from the Debtors, the Reorganized Debtors, the Estates or the Liquidating Trust.

C. Approval of Assumption, Assumption and Assignment or Rejection

Entry of the Confirmation Order shall, subject to the occurrence of the Effective Date, constitute, pursuant to sections 365 and 1123 of the Bankruptcy Code, the approval of: (a) the assumption and assignment of the Executory Contracts and Unexpired Leases pursuant to Section IV.A; and (b) the rejection of the Executory Contracts and Unexpired Leases pursuant to Section IV.B.

D. Executory Contracts and Unexpired Leases Entered Into After the Petition Date

Other than with respect to the Collective Bargaining Agreements, which are addressed in Section III.G.1, contracts, leases and other agreements entered into after the Petition Date by a Debtor and any Executory Contracts or Unexpired Leases assumed by a Debtor will be performed by such Debtor or Reorganized Debtor in the ordinary course of its business, as applicable. Accordingly, such contracts and leases (including any assumed Executory Contracts or Unexpired Leases) will survive and remain unaffected by entry of the Confirmation Order.

E. Certain Nonresidential Real Property Leases

Upon information and belief, the Debtors' deadline for the assumption of nonresidential real property leases expired on October 12, 2009, pursuant to section 365(d)(4) of the Bankruptcy Code. The Consent Parties are under the belief that certain of the nonresidential real property leases were not assumed by October 12, 2009 and that the Debtors, upon the written consent of the lessor, entered into new leases with the non-Debtor party of such leases. For the avoidance of doubt, the Consent Parties, in consultation with the Debtors and the Reorganized Debtors, reserve the right to treat such leases in the same manner as other unexpired leases set forth in Article IV.

ARTICLE V. PROVISIONS GOVERNING DISTRIBUTIONS

A. Distributions for Claims Allowed as of the Effective Date

Except as otherwise provided in this Article V, distributions of Cash to be made on the Effective Date to holders of Claims as provided by Article II that are Allowed as of the Effective Date shall be deemed made on the Effective Date if made on the Effective Date or as promptly thereafter as practicable, but in any event no later than: (1) 30 days after the Effective Date; or (2) with respect to any particular Claim, such later date when the

applicable conditions of Section IV.A (regarding cure payments for Executory Contracts and Unexpired Leases being assumed), Section IV.B.2 (regarding payment of Claims related to the rejection of an Executory Contract or Unexpired Lease), Section V.E (regarding undeliverable distributions) or Section V.F.2 (regarding the surrender of instruments), as applicable, are satisfied. Distributions on account of Claims that become Allowed, respectively, after the Effective Date will be made pursuant to Section VI.C.

B. Method of Distributions to Holders of Claims

Except for distributions to Electing Holders of Allowed Secured Bond Claims electing the Alternative Cash Payment Option, which shall be made to the Master Trustee for the benefit of such Electing Holders, the Reorganized Debtors or the Liquidating Trustee, or Third Party Disbursing Agents as the Reorganized Debtors or the Liquidating Trustee may employ in their sole discretion, will make all distributions of Cash and other instruments or documents required under the Plan. Each Disbursing Agent will serve without bond, and any Disbursing Agent may employ or contract with other entities to assist in or make the distributions required by the Plan. The duties of any Third Party Disbursing Agent shall be set forth in the applicable agreement retaining such Third Party Disbursing Agent.

C. Distributions on Account of Secured Bond Claims

Distributions to Electing Holders on account of Allowed Secured Bond Claims electing the Alternative Cash Payment Option shall be made by the Master Trustee. The Master Trustee in its capacity as Third Party Disbursing Agent, shall administer the distributions to Electing Holders in accordance with the Plan and the applicable Amended and Restated Master Trust Indenture or the applicable Bond Indentures and be compensated in accordance with Section II.A.

D. Compensation and Reimbursement for Services Related to Distributions

Each Third Party Disbursing Agent providing services related to distributions pursuant to the Plan will receive, without further Bankruptcy Court approval, reasonable compensation for such services and reimbursement of reasonable out-of-pocket expenses incurred in connection with such services. Except as otherwise provided in the Plan, these payments shall be deducted from distributions to be made pursuant to the Plan to holders of Allowed Claims receiving distributions from a Third Party Disbursing Agent. For purposes of reviewing the reasonableness of the fees and expenses of any Third Party Disbursing Agent, the Reorganized Debtors or the Liquidating Trustee, as applicable, shall be provided with copies of invoices of each Third Party Disbursing Agent in the form typically rendered in the regular course of the applicable Third Party Disbursing Agent's business but with sufficient detail that reasonableness may be assessed. To the extent that there are any disputes that the Reorganized Debtors or the Liquidating Trustee are unable to resolve with a Third Party Disbursing Agent, the Reorganized Debtors or the Liquidating Trustee may submit such dispute to the Bankruptcy Court for resolution.

E. Delivery of Distributions and Undeliverable or Unclaimed Distributions

1. Delivery of Distributions

a. Generally

Except as provided in Section V.F.2, distributions to holders of Allowed Claims will be made by a Disbursing Agent: (i) at the addresses set forth on the respective proofs of Claim Filed by holders of such Claims or request for payment of Administrative Claim, as applicable; (ii) at the address for a Claim transferee set forth in a valid and timely notice of transfer of Claim Filed with the Bankruptcy Court; (iii) at the addresses set forth in any written notice of address change Filed with the Bankruptcy Court or delivered to the Claims and Noticing Agent after the date of Filing of any related proof of Claim; (iv) at the addresses reflected in the applicable Debtor's Schedules if no proof of Claim has been Filed and the Claims and Noticing Agent has not received a written notice of a change of address; or (v) if clauses (i) through (iv) are not applicable, at the last address directed by such holder after such Claim becomes an Allowed Claim.

b. Special Provisions for Distributions to Electing Holders

i. Except as provided in Section V.F.2, and subject to the requirements of Section V.F.2 below, distributions to Electing Holders will be made by the Master Trustee as of the Distribution Record Date.

ii. Except as provided in Section V.F.2, on the Effective Date (or as soon as practicable thereafter in accordance with Section V.F.2), the Master Trustee will make all distributions of Cash under the Alternative Cash Payment Option to the Electing Holders in accordance with the Plan and the Amended and Restated Master Trust Indenture. For the purposes of distribution under this Section V.E.1.b, the Master Trustee shall be considered a Third Party Disbursing Agent.

iii. The Master Trustee shall only be required to act and make distributions in accordance with the terms of the Plan. The Master Trustee shall have no (A) liability to any party for actions taken in accordance with the Plan or in reliance upon information provided to it in accordance with the Plan or (B) obligation or liability for distributions under the Plan to any party who does not hold a Claim against the Debtors as of the Distribution Record Date or who does not otherwise comply with the terms of the Plan.

iv. Notwithstanding any of the foregoing, nothing herein shall be deemed to impair, waive or extinguish any rights of the Master Trustee and the Bond Trustees, as applicable, with respect to a Charging Lien; *provided, however*, that any such Charging Lien will be released upon payment of the Master Trustee's and the Bond Trustees' reasonable fees and expenses in accordance with the terms of the applicable Amended and Restated Master Trust Indenture, Bond Indentures or this Plan.

2. Undeliverable Distributions Held by Disbursing Agents

a. Holding of Undeliverable Distributions

Subject to Section V.E.2.c, distributions returned to a Disbursing Agent, or otherwise undeliverable will remain in the possession of the Disbursing Agent, pursuant to this Section V.E.2.a, until such time as a distribution becomes deliverable. A Disbursing Agent holding undeliverable Cash will invest such Cash in a manner consistent with the Liquidating Trust Agreement or the Reorganized Debtors' corporate governance policies, as applicable.

b. After Distributions Become Deliverable

On each Distribution Date, the applicable Disbursing Agent will make all distributions that became deliverable to holders of Allowed Claims during the preceding calendar quarter; *provided, however*, that the applicable Disbursing Agent may, in its sole discretion, establish a record date prior to each periodic Distribution Date, such that only Allowed Claims as of the record date will participate in such periodic distribution. Notwithstanding the foregoing, the applicable Disbursing Agent reserves the right, to the extent it determines a distribution on any periodic Distribution Date is uneconomical or unfeasible, or is otherwise unadvisable, to postpone a periodic Distribution Date.

c. Failure to Claim Undeliverable Distributions

Any holder of an Allowed Claim or Allowed Interest that does not assert its right to an undeliverable distribution prior to the date that is 90 days prior to the Final Distribution Date will be forever barred from asserting any such Claim against a Disbursing Agent and their respective property or accounts. In such cases, unclaimed distributions held by a Disbursing Agent will be returned to Reorganized Forum Health or the Liquidating Trust, as applicable. Any unclaimed distributions or any distributions that are returned as undeliverable, will become property of Reorganized Forum Health or the Liquidating Trust, as applicable, free of any restrictions thereon. Nothing contained in the Plan will require a Debtor, a Reorganized Debtor, the Liquidating Trustee or a Disbursing Agent to attempt to locate any holder of an Allowed Claim or Allowed Interest.

F. Timing and Calculation of Amounts to be Distributed

1. Distributions on Account of Allowed Claims in Class 1 and Class 2

Distributions to be made to holders of Allowed Claims classified in Class 1 or Class 2 under the Plan shall be made within 30 days of such Claim becoming an Allowed Claim.

2. Distributions on Account of Allowed Claims in Class 3

a. Alternative Cash Payment Option

Payments made to an Electing Holder will be made no later than 40 days after the Effective Date.

i. Exchange of Bonds

If and to the extent a beneficial holder elects the Alternative Cash Payment Option, such Electing Holder shall authorize and instruct its broker/custodial bank to initiate a Deposit/Withdrawal at Custodian to surrender its Bond(s) within 30 days of the Effective Date.

ii. Failure to Surrender Bonds

Any Electing Holder of a Bond that fails to surrender or is deemed not to have surrendered the applicable Bond within 30 days after the Effective Date will be deemed not to have elected Option A. In the event that Cash remains in the Series 1997A Cash Option Funds Account, the Cash in the Series 1997A Cash Option Subaccount shall be transferred by the Master Trustee to the Bond Trustees to redeem Bonds, in accordance with the terms of the Bond Indentures, at the direction of the Bond Insurer, including, without limitation, to redeem the Series 1997B Bonds. In the event that Cash remains in the Series 2002A Cash Option Funds Account, the Cash in the Series 2002A Cash Option Subaccount shall be transferred by the Master Trustee to the Series 2002A Reserve Fund to be used in accordance with the terms of the Series 2002A Bond Indenture.

3. Distributions on Account of Allowed Claims in Class 5

a. Selection of Distribution Dates for Class 5 Claims and Provision of Notice Thereof

Except where this Plan requires the making of a distribution on account of a particular Allowed Claim within a particular time, the Liquidating Trustee shall have the authority to select Distribution Dates that, in the judgment of the Liquidating Trustee, provide holders of Allowed Claims with payments as quickly as reasonably practicable while limiting the costs incurred by the distribution process; *provided, however*, that the first Distribution Date after the Effective Date must occur prior to 180 days after the Effective Date and a Distribution Date must occur at least once every twelve months thereafter, if any amounts are available for distribution on such date. Upon the selection of a Distribution Date by the Liquidating Trustee, the Liquidating Trustee may File a notice of such Distribution Date with the Bankruptcy Court that provides information regarding the distribution to be made.

b. Calculation of Amounts to Be Distributed to Holders of Class 5 Claims

i. Provisions Governing Disputed Unsecured Claim Reserve

Prior to any distribution to holders of Allowed Class 5 Claims, the Liquidating Trustee shall estimate the amount of Cash on hand that will remain after payment of all Liquidating Trust Expenses. Such estimations shall utilize assumptions that the Liquidating Trustee will be unsuccessful in litigation with claimants with respect to any issue that is being reasonably contested. Such estimations shall also assume that any unresolved Avoidance Actions shall result in no recovery for the Liquidating Trust and that remaining non-Cash assets shall produce no recovery for the Liquidating Trust. Only if, after applying such assumptions, the estimated Cash is greater than zero shall the Liquidating Trustee be permitted to make any distributions to holders of Allowed Class 5 Claims.

ii. Allowed Class 5 Claims

On each Distribution Date, each holder of an Allowed Claim in Class 5 will receive a distribution of any Cash that has been determined to be available for distribution in accordance with Section V.F.3 such that each holder of an Allowed Claim in such Class 5 has received, in the aggregate, its Pro Rata share of the amounts of Cash that are made available for distribution to such Claim holders. All distributions shall be made pursuant to the terms and conditions of the Plan and the Liquidating Trust Agreement, and shall be subject to the Debtors', the Reorganized Debtors' or the Liquidating Trustee's rights of setoff or deduction.

iii. De Minimis Distributions

On each Distribution Date prior to the Final Distribution Date, the Liquidating Trustee shall not distribute Cash to the holder of an Allowed Class 5 Claim if the amount of Cash to be distributed on account of such Claim is less than \$25 in the aggregate. Any Cash not distributed pursuant to this Section V.F.3.b.iii will be returned to the applicable Trust Account until the next Distribution Date. On the Final Distribution Date, if the aggregate amount of distributions to be made to such claimant is \$25 or greater, such distribution shall be made. Otherwise, the amount shall be redistributed to other holders of Allowed Claims in such Class and such holder of an Allowed Claim will be forever barred from asserting its Claim for such distribution against the Liquidating Trust or its property.

c. Provisions Governing Disputed Unsecured Claims Reserve

i. Funding

On the Effective Date or otherwise prior to the initial distributions under Section V.F.3, the Disputed Unsecured Claims Reserve will be established by the Liquidating Trustee for the benefit of holders of Allowed Claims in Class 5 and Disputed Claims that become Allowed Claims in Class 5. For the purpose of calculating the Assets to be contributed to the Disputed Unsecured Claims Reserve, all Disputed Claims will be treated (solely for purposes of establishing the Disputed Unsecured Claims Reserve) as Allowed Claims in the Face Amount of such Claims as of the Effective Date. In addition, Disputed Claims rendered duplicative as a result of the limited consolidation of the Consolidated Debtors pursuant to Article VII will only be counted once for purposes of establishing the Disputed Unsecured Claims Reserve. As Disputed Claims are resolved, the Liquidating Trustee or Third Party Disbursing Agent shall make adjustments to the reserves for Disputed Claims, but the Debtors, Reorganized Debtors or the Liquidating Trustee shall not be required to increase such reserves from and after the Effective Date. The Liquidating Trustee may File a motion seeking an order of the Bankruptcy Court approving additional procedures for the establishment of the Disputed Unsecured Claims Reserve.

ii. Distributions

The distributions received by the Liquidating Trustee or Third Party Disbursing Agent on account of the Disputed Unsecured Claims Reserve from the Liquidating Trust, along with any Cash Investment Yield held in the Disputed Unsecured Claims Reserve, will (a) be deposited in a segregated bank account in the name of the Disbursing Agent for the benefit of holders of Allowed Claims in Class 5 and Disputed Claims that become Allowed Claims in Class 5, (b) be accounted for separately and (c) not constitute property of the Reorganized Debtors. The Disbursing Agent will invest any Cash held in the Disputed Unsecured Claims Reserve in a manner consistent with the Liquidating Trust Agreement.

iii. Recourse

Each holder of an Allowed Claim in Class 5 and each holder of a Disputed Claim that ultimately becomes an Allowed Claim in Class 5 will have recourse only against the Disputed Unsecured Claims Reserve Assets and not to any other assets held by the Reorganized Debtors or the Liquidating Trust, their property or any assets previously distributed on account of any Allowed Claim or Allowed Interest.

iv. No Transfer of Rights

The rights of holders of Allowed Claims to receive distributions from the Disputed Unsecured Claims Reserve in accordance with the Plan will be non-transferable, except with respect to a transfer by will, the laws of descent and distribution or operation of law.

G. Other Provisions Applicable to Distributions in All Classes

1. Postpetition Interest

No interest shall have accrued on any Claim that is not an Allowed Secured Claim or Allowed Secured Bond Claim on and after the Petition Date, nor will interest accrue on or after the Effective Date.

2. Allocation of Distributions

All distributions to a holder of an Allowed Claim that has components of principal and interest will be deemed to apply first to the principal amount of such Claim until such principal amount is paid in full, and then the remaining portion of such distributions, if any, will be deemed to apply to any applicable accrued interest included in such Claim to the extent interest is payable under this Plan.

H. Distribution Record Date

1. As of the close of business on the Distribution Record Date, the transfer registers for the Electing Holders' Bonds will be closed. The Master Trustee, the Bond Trustees or the Reorganized Debtors will have no obligation to recognize the transfer or sale of any of the Bonds held by the Electing Holders that occurs after the close of business on the Distribution Record Date and will be entitled for all purposes herein to recognize and make distributions only to those beneficial holders who are beneficial holders of such Secured Bond Claims as of the close of business on the Distribution Record Date.

2. Transferees of Claims that are transferred pursuant to Bankruptcy Rule 3001 for which a notice of transfer has been Filed on or prior to the Distribution Record Date will be treated as the holders of such Claims for all purposes, notwithstanding that any period provided by Bankruptcy Rule 3001 for objecting to such transfer has not expired by the Distribution Record Date. No transfers Filed with the Bankruptcy Court after the Distribution Record Date shall be recognized by the Liquidating Trustee or the Reorganized Debtors.

I. Means of Cash Payments

Except as otherwise specified herein, Cash payments made pursuant to the Plan will be in U.S. currency by checks drawn on a domestic bank selected by the Reorganized Debtors, the Liquidating Trustee, the Master Trustee or a Disbursing Agent, as applicable, or at the option of the Reorganized Debtors, the Liquidating Trustee, Master Trustee or a Disbursing Agent, as applicable, by wire transfer, electronic funds or ACH from a domestic bank; *provided, however*, that Cash payments to foreign holders of Allowed Claims may be made, at the option of the Reorganized Debtors, the Liquidating Trustee, the Master Trustee or a Disbursing Agent, as applicable, in such funds and by such means as are necessary or customary in a particular foreign jurisdiction.

J. Withholding Requirements

1. In connection with the Plan, to the extent applicable, each Disbursing Agent will comply with all applicable Tax withholding and reporting requirements imposed on it by any governmental unit, and all distributions pursuant to the Plan will be subject to applicable withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, each Disbursing Agent will be authorized to take any actions that may be necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding Taxes or establishing any other mechanisms the Disbursing Agent believes are reasonable and appropriate, including requiring Claim holders to submit appropriate Tax and withholding certifications. To the

extent any Claim holder fails to submit appropriate Tax and withholding certifications as required by the Disbursing Agent, such Claim holder's distribution will be deemed undeliverable and subject to Section V.E.2.

2. Notwithstanding any other provision of the Plan, each entity receiving a distribution of Cash pursuant to the Plan will have sole and exclusive responsibility for the satisfaction and payment of any Tax obligations imposed on it by any governmental unit on account of the distribution, including income, withholding and other Tax obligations.

3. The Debtors or the Reorganized Debtors reserve the right to allocate and distribute all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, liens and similar encumbrances.

K. Setoffs

Except with respect to claims of a Debtor or Reorganized Debtor released pursuant to the Plan or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, each Reorganized Debtor may, pursuant to section 553 of the Bankruptcy Code or applicable nonbankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant to the Plan on account of such Claim (before any distribution is made on account of such Claim) the claims, rights and causes of action of any nature that the applicable Debtor or Reorganized Debtor may hold against the holder of such Allowed Claim; *provided, however*, that neither the failure to effect a setoff nor the allowance of any Claim hereunder will constitute a waiver or release by the applicable Debtor or the Liquidating Trustee of any claims, rights and causes of action that the Debtors or the Reorganized Debtors or Liquidating Trustee may possess against a Claim holder, which are expressly preserved under Section III.M.

ARTICLE VI. PROCEDURES FOR RESOLVING DISPUTED CLAIMS

A. Treatment of Disputed Claims

1. Tort Claims

Each Tort Claim will remain a Disputed Claim until it becomes an Allowed Claim. The amount of a Tort Claim that is not otherwise settled and resolved by a Stipulation of Amount and Nature of Claim shall be determined and liquidated, in the discretion of the Debtors or Reorganized Debtors in either (a) the administrative or judicial tribunal of appropriate jurisdiction or (b) the United States District Court for the Northern District of Ohio. The Debtors or Reorganized Debtors shall provide written notice of its selection of the appropriate forum promptly after the Effective Date. Such judicial tribunal shall determine the amount of the Tort Claim, but shall not enter or enforce a judgment against the Debtors, their Estates or the Liquidating Trust, as all distributions on account of Tort Claims resolved in accordance with this Section VI.A.1 shall be subject to and made in accordance with the Plan. All claims, demands, rights, defenses and causes of action that the Debtors may have against any Person in connection with or arising out of any Tort Claim are expressly retained and preserved.

2. Disputed Insured Claims

The resolution of Disputed Insured Claims, including Tort Claims, pursuant to this Section VI.A shall be subject to the provisions of Section III.J of the Plan.

3. No Distributions Pending Allowance

Notwithstanding any other provision of the Plan, no payments or distributions will be made on account of a Disputed Claim until such Claim becomes an Allowed Claim, if ever.

B. Prosecution of Objections to Claims

1. Objections to Claims

All objections to Claims must be Filed and served on the holders of such Claims, and any amendment to the Schedules to reduce the scheduled Claim of such holder, must be made by the Debtors or the Reorganized Debtors by the Claims Objection Bar Date. If an objection has not been Filed to a Claim or an amendment has not been made to the Schedules with respect to a scheduled Claim by the Claims Objection Bar Date, the particular Claim will be treated as an Allowed Claim if such Claim has not been allowed earlier.

2. Authority to Prosecute Objections

a. Objections Filed Prior to the Effective Date

After the Confirmation Date, but prior to the Effective Date, the Debtors or any other party in interest will have the authority to File, settle, compromise, withdraw or litigate to judgment objections to Claims, including pursuant to any alternative dispute resolution or similar procedures approved by the Bankruptcy Court.

b. Objections Filed On or After the Effective Date

On or after the Effective Date, the Reorganized Debtors will have the sole authority, except as set forth herein, to File, settle, compromise, withdraw or litigate to judgment objections to Claims. The Liquidating Trustee shall have the authority to review, reconcile or object to Class 5 Claims and resolve such objections as set forth in Section III.I.

c. Settlement or Compromise of Disputed Claims On or After the Effective Date

On or after the Effective Date, only the Reorganized Debtors may settle or compromise any Disputed Claim or any objection or controversy relating to any Claim without approval of the Bankruptcy Court; *provided, however*, that the Reorganized Debtors shall give the Liquidating Trustee notice of all such settlements or compromises of any Class 4 or Class 5 Claim. The Liquidating Trustee may File an objection to a stipulation, compromise or other agreement filed by the Debtors or Reorganized Debtors within 14 days of receiving written notice of such stipulation or other agreement. In the event the Liquidating Trustee Files an objection, Bankruptcy Court approval will be required for such stipulation or settlement agreement, unless the Liquidating Trustee withdraws the objection.

3. Authority to Amend Schedules

The Debtors or Reorganized Debtors, as applicable, will have the authority to amend the Schedules with respect to any Claim except the Secured Bond Claims, and to make distributions based on such amended Schedules without approval of the Bankruptcy Court. If any such amendment to the Schedules reduces the amount of a Claim or changes the nature or priority of a Claim, the Debtor or Reorganized Debtor will provide (a) the holder of such Claim and (b) the Creditors' Committee or the Liquidating Trustee, as applicable, with notice of such amendment, and such parties will have 20 days to File an objection to such amendment with the Bankruptcy Court. If no such objection is Filed, the applicable Reorganized Debtor or Liquidating Trustee may proceed with distributions based on such amended Schedules without approval of the Bankruptcy Court.

4. Request for Extension of Claims Objection Bar Date

Upon motion to the Bankruptcy Court, the Reorganized Debtors or the Liquidating Trustee may request, and the Bankruptcy Court may grant, an extension to the Claims Objection Bar Date generally or with respect to a specific list of Claims. Any extension granted by the Bankruptcy Court shall not be considered to be a Plan modification under section 1127 of the Bankruptcy Code.

C. Distributions on Account of Disputed Claims Once Allowed

Distributions on account of Disputed Claims that become Allowed Claims after the Effective Date shall be made in accordance with Article V of the Plan.

**ARTICLE VII.
CONSOLIDATION OF CERTAIN DEBTORS FOR PLAN PURPOSES ONLY**

A. Limited Consolidation for Voting, Confirmation and Distribution Purposes

Pursuant to the Confirmation Order, the Bankruptcy Court shall approve the Debtors' election to treat the Estates as if they were consolidated solely for the purpose of voting, Confirmation and distributions to be made under the Plan. Accordingly, for purposes of implementing the Plan, pursuant to such order: (1) all Assets and Liabilities of the Debtors shall be treated as if they are pooled; and (2) with respect to any guarantees by one Debtor of the obligations of any Debtor, and with respect to any joint or several liability of any Debtor, the holder of any Claims for such obligations will receive a single recovery on account of any such joint obligations of the Debtors, in each case except to the extent otherwise provided in the Plan.

Such election to treat the Estates as if they were consolidated solely for the purpose of implementing the Plan shall not affect: (1) the legal and corporate structures of the Debtors, subject to the right of the Debtors to effect the Restructuring Transactions; (2) pre- and post-Effective Date guarantees, liens and security interests that are required to be maintained (a) in connection with contracts or leases that were entered into during the Chapter 11 Cases or Executory Contracts or Unexpired Leases that have been or will be assumed or (b) pursuant to the Plan; (3) Interests between and among the Debtors; (4) distributions from any insurance policies or proceeds of such policies; (5) preservation of the separate Estates for purposes of Confirmation to the extent provided in the Plan; and (6) the revesting of assets in the separate Reorganized Debtors pursuant to Section III.A of the Plan. In addition, such election to treat the Estates as consolidated for the purpose of implementing the Plan will not constitute a waiver of the mutuality requirement for setoff under section 553 of the Bankruptcy Code, except to the extent otherwise expressly waived by the Debtors.

B. Order Granting Consolidation for Voting, Confirmation and Distribution Purposes

This Plan serves as a motion seeking entry of an order consolidating the Debtors solely for the purposes of voting, Confirmation and distributions to be made under the Plan, as described and to the limited extent set forth in Section VII.A above. Unless an objection to such consolidation is made in writing by any creditor affected by the Plan, Filed with the Bankruptcy Court and served on the parties listed in Section X.F on or before seven days before either the Voting Deadline or such other date as may be fixed by the Bankruptcy Court, the consolidation order (which may be the Confirmation Order) may be entered by the Bankruptcy Court. In the event any such objections are timely Filed, a hearing with respect thereto shall occur at or before the Confirmation Hearing. Notwithstanding this provision, nothing herein shall affect the obligation of each and every Debtor to pay quarterly fees to the Office of the United States Trustee in accordance with 28 U.S.C. § 1930.

In the event that the Bankruptcy Court does not approve the Consent Parties' election to treat the Estates as if they are consolidated solely for voting, Confirmation and distribution purposes, (1) the Plan shall be treated as a separate plan of reorganization for each Debtor, and (2) the Consent Parties shall not be required to re-solicit votes with respect to the Plan.

**ARTICLE VIII.
CONFIRMATION OF THE PLAN**

A. Conditions Precedent to Confirmation

The following conditions are conditions to the entry of the Confirmation Order unless such conditions, or any of them, have been satisfied or duly waived pursuant to Section VIII.C:

1. The Confirmation Order will be reasonably acceptable in form and substance to the Consent Parties.
2. The Plan shall not have been materially amended, altered or modified from the Plan as Filed on May 14, 2010, unless such material amendment, alteration or modification has been made in accordance with Section X.A of the Plan.
3. All Confirmation Exhibits to the Plan are in form and substance reasonably satisfactory to the Consent Parties.
4. The CBA Modifications shall be implemented after being either (a) agreed to by the Unions and, if necessary, ratified by their memberships and approved by order of the Bankruptcy Court, or (b) obtained through New 1113 Relief by order of the Bankruptcy Court.
5. In the event the Debtors and the Unions are unable to agree upon the CBA Modifications for Northside Medical Center on or before 14 days prior to the Disclosure Statement hearing, the Debtors shall have sought the New 1113 Relief. If such relief cannot be obtained from the Bankruptcy Court, the Debtors shall implement the Northside Disposition Plan, and Debtor WRCS shall be administered outside this Plan.
6. The Pension Plan shall have been terminated.

B. Conditions Precedent to the Effective Date

The Effective Date will not occur, and the Plan will not be consummated, unless and until each of the following conditions have been satisfied or duly waived pursuant to Section VIII.C:

1. The Bankruptcy Court shall have entered the Confirmation Order.
2. No stay of the Confirmation Order shall then be in effect.
3. The Liquidating Trust Agreement shall be executed, the Liquidating Trust shall be created and the Liquidating Trustee shall have been appointed and accepted such appointment.
4. The Plan and all Confirmation Exhibits to the Plan shall not have been materially amended, altered or modified from the Plan as confirmed by the Confirmation Order, unless such material amendment, alteration or modification has been made in accordance with Section X.A of the Plan.

C. Waiver of Conditions to Confirmation or Effective Date

The conditions to Confirmation and the conditions to the Effective Date may be waived in whole or in part at any time by the Consent Parties without an order of the Bankruptcy Court.

D. Effect of Nonoccurrence of Conditions to the Effective Date

If each of the conditions to the Effective Date is not satisfied or duly waived in accordance with Section VIII.C, then upon motion by the Consent Parties made before the time that each of such conditions has been satisfied and upon notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order will be vacated by the Bankruptcy Court; *provided, however*, that, notwithstanding the Filing of such motion, the Confirmation Order may not be vacated if each of the conditions to the Effective Date is satisfied or waived before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated pursuant to this Section VIII.D: (1) the Plan will be null and void in all respects, including with respect to (a) the discharge of Claims pursuant to section 1141 of the Bankruptcy Code, (b) the assumptions, assignments or rejections of Executory Contracts and Unexpired Leases pursuant to Article IV, (c) the releases described in Section III.O and (d) the Alternative Cash Payment Options; (2) nothing contained in the Plan will (a) constitute a waiver or release of

any Claims by or against any Debtor or (b) prejudice in any manner the rights of the Debtors, Consent Parties or any other party in interest; and (3) the Liquidating Trust, if already created, shall be promptly dissolved.

E. Effect of Confirmation of the Plan

1. Discharge of Claims

a. Complete Satisfaction, Discharge and Release

Except as provided in the Plan or in the Confirmation Order, the rights afforded under the Plan and the treatment of Claims under the Plan will be in exchange for and in complete satisfaction, discharge and release of all Claims arising on or before the Effective Date. Except as provided in the Plan or in the Confirmation Order, Confirmation will, as of the Effective Date, discharge the Debtors from all Claims or other debts that arose on or before the Effective Date, and all debts of the kind specified in section 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (ii) a Claim based on such debt is allowed pursuant to section 502 of the Bankruptcy Code or (iii) the holder of a Claim based on such debt has accepted the Plan.

b. Discharge and Termination

In accordance with the foregoing, except as provided in the Plan, the Confirmation Order will be a judicial determination, as of the Effective Date, of a discharge of all Claims and other debts and Liabilities against the Debtors, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge will void any judgment obtained against the Debtors at any time, to the extent that such judgment relates to a discharged Claim.

2. Injunction

On the Effective Date, except as otherwise provided herein or in the Confirmation Order,

a. all Persons who have been, are or may be holders of Claims against a Debtor shall be enjoined from taking any of the following actions against or affecting a Debtor, its Estate or its Assets with respect to such Claims (other than actions brought to enforce any rights or obligations under the Plan and appeals, if any, from the Confirmation Order):

i. commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind against a Debtor, its Estate, its Assets or any direct or indirect successor in interest to a Debtor, or any assets or property of such successor (including, without limitation, all suits, actions and proceedings that are pending as of the Effective Date, which must be withdrawn or dismissed with prejudice);

ii. enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, directly or indirectly, any judgment, award, decree or order against a Debtor, its Estate or its Assets or any direct or indirect successor in interest to a Debtor, or any assets or property of such successor;

iii. creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any lien against a Debtor, its Estate or its Assets, or any direct or indirect successor in interest to a Debtor, or any assets or property of such successor other than as contemplated by the Plan;

iv. except as provided herein, asserting any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due a Debtor, its Estate or its Assets, or any direct or indirect successor in interest to a Debtor, or any assets or property of such successor; and

v. proceeding in any manner in any place whatsoever that does not conform to or comply with the provisions of the Plan or the settlements set forth herein to the extent such settlements have been approved by the Bankruptcy Court in connection with Confirmation of the Plan.

b. All Persons that have held, currently hold or may hold any Liabilities released pursuant to Section III.O and Section III.P will be permanently enjoined from taking any of the following actions against any Released Party or its property on account of such released Liabilities: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind; (ii) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, directly or indirectly, any judgment, award, decree or order; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any lien; (iv) 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; and (v) in the case of Electing Holders of the Series 1997A Bond Claims, commencing any action to collect against the Series 1997A Policy.

F. Request for Waiver of Stay of Confirmation Order

This Plan will serve as a motion seeking a waiver of the stay of the Confirmation Order imposed by Bankruptcy Rule 3020(e). Any objection to this request for waiver shall be Filed with the Bankruptcy Court and served on the parties listed in Section X.F on or before the Voting Deadline, or such other date as may be fixed by the Bankruptcy Court. In the event any such objections are timely Filed, a hearing with respect thereto will occur at the Confirmation Hearing.

ARTICLE IX. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court will retain such jurisdiction over the Chapter 11 Cases after the Effective Date as is legally permissible, including jurisdiction to:

A. Allow, disallow, determine, liquidate, reduce, classify, re-classify, estimate or establish the priority or secured or unsecured status of any Claim (other than litigation between or among any Reorganized Debtor and any Insurer or the Bond Insurer arising under or relating to an Insurance Contract or the Amended Insurance Agreement that has been assumed, continued or entered into under the Plan), including the resolution of any request for payment of any Administrative Claim and the resolution of any objections to the amount, allowance, priority or classification of Claims;

B. Either grant or deny any applications for allowance of compensation or reimbursement of expenses authorized pursuant to the Bankruptcy Code or the Plan for periods ending on or before the Effective Date;

C. Resolve any matters related to the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which any Debtor is a party or with respect to which any Debtor or Reorganized Debtor may be liable and to hear, determine and, if necessary, liquidate any Claims arising therefrom, including any Cure Amount Claims;

D. Ensure that distributions to holders of Allowed Claims are accomplished pursuant to the provisions of the Plan;

E. Decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters and either grant or deny any applications involving any Debtor or any Reorganized Debtor that may be pending on the Effective Date or brought thereafter (other than with respect to any litigation between or among any Reorganized Debtor and any Insurer or the Bond Insurer arising under or relating to an Insurance Contract or the Amended Insurance Agreement that has been assumed, continued or entered into under the Plan);

F. Enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan and all contracts, instruments, releases and other agreements or documents entered into or delivered in connection with the Plan, the Liquidating Trust Agreement, the Disclosure Statement or the Confirmation Order;

G. Resolve any cases, controversies, suits or disputes that may arise in connection with the consummation, interpretation or enforcement of the Plan, the Liquidating Trust Agreement or any contract, instrument, release or other agreement or document that is entered into or delivered pursuant to the Plan, the Liquidating Trust Agreement or any entity's rights arising from or obligations incurred in connection with the Plan, the Liquidating Trust Agreement or such documents;

H. Modify the Plan before or after the Effective Date pursuant to section 1127 of the Bankruptcy Code; modify the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order; or remedy any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into, delivered or created in connection with the Plan, the Disclosure Statement or the Confirmation Order, in such manner as may be necessary or appropriate to consummate the Plan;

I. Issue injunctions, enforce the injunctions contained in the Plan and the Confirmation Order, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation, implementation or enforcement of the Plan or the Confirmation Order;

J. Enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason or in any respect modified, stayed, reversed, revoked or vacated or distributions pursuant to the Plan are enjoined or stayed;

K. Determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order or any contract, instrument, release or other agreement or document entered into or delivered in connection with the Plan, the Disclosure Statement or the Confirmation Order;

L. Enforce or clarify any orders previously entered by the Bankruptcy Court in the Chapter 11 Cases;

M. Enter a final decree or decrees closing the Chapter 11 Cases;

N. Determine matters concerning state, local and federal Taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code, including any Disputed Claims for Taxes;

O. Recover all assets of the Debtors and their Estates, wherever located; and

P. Hear any other matter not inconsistent with the Bankruptcy Code.

ARTICLE X. MISCELLANEOUS PROVISIONS

A. Modification of the Plan

Subject to the restrictions on alteration, amendment and modification set forth in section 1127 of the Bankruptcy Code, the Consent Parties reserve the right to alter, amend or modify the Plan before the Effective Date.

B. Revocation of the Plan

The Consent Parties reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Consent Parties revoke or withdraw the Plan, or if Confirmation does not occur, then the Plan will be null and void in all respects, and nothing contained in the Plan will: (1) constitute a waiver or release of any Claims by or against any Debtor; (2) prejudice in any manner the rights of the Consent Parties (or any of them), any Debtor

or any other party in interest; or (3) constitute an admission of any sort by the Consent Parties (or any of them), any Debtor or any other party in interest.

C. Severability of Plan Provisions

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order will constitute a judicial determination and will provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

D. Dissolution of Creditors' Committee

On the Effective Date, the Creditors' Committee and any other official committees appointed in the Chapter 11 Cases will dissolve, and the members of the Creditors' Committee and their respective Professionals will cease to have any duty, obligation or role arising from or related to the Chapter 11 Cases. The Professionals retained by the Creditors' Committee and the respective members thereof will not be entitled to assert any Fee Claim whatsoever for any services rendered or expenses incurred after the Effective Date in their capacity as professionals for the Creditors' Committee, except to the extent necessary to File, prepare and defend any fee application.

E. Successors and Assigns

The rights, benefits and obligations of any entity named or referred to in the Plan will be binding on, and will inure to the benefit of, any heir, executor, administrator, successor or assign of such entity.

F. Service of Documents

Any pleading, notice or other document required by the Plan or the Confirmation Order to be served on or delivered to the counsel of the parties identified below and must be sent by overnight delivery service, facsimile transmission, courier service or messenger to:

1. The Debtors and Reorganized Debtors

Shawn M. Riley
MCDONALD HOPKINS, LLC
600 Superior Avenue, East
Suite 2100
Cleveland, Ohio 44114
Telephone: (216) 348-5400
Facsimile: (216) 348-5474
Email: sriley@mcdonaldhopkins.com

2. The Consent Parties

Heather Lennox
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212
Email: hlennox@jonesday.com

- and -

Amy Edgy Ferber
JONES DAY
1420 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309-3053
Telephone: (404) 581-3939
Facsimile: (404) 581-8330
Email: aeferber@jonesday.com

- and -

Frank A. Oswald
TOGUT, SEGAL & SEGAL, LLP
One Penn Plaza
New York, New York 10119
Telephone: (212) 594-5000
Facsimile: (212) 967-4258
Email: foswald@teamtogut.com

Counsel to MBIA Insurance Corporation

Matthew Botica
WINSTON & STRAWN LLP
35 W. Wacker Drive
Chicago, IL 60601
Telephone: (312) 558-5600
Facsimile: (312) 558-5700
Email: MBotica@winston.com

Counsel for JPMorgan Chase Bank, N.A.

Michael B. Fisco
FAEGRE & BENSON LLP
Suite 2200
90 South Seventh Street
Minneapolis, MN 55402-3901
Telephone: (612) 766-7000
Facsimile: (612) 766-1600
Email: mfisco@faegre.com

Counsel for U.S. Bank National Association, as the Master Trustee and the Bond Trustees

Eric A. Schaffer
REED SMITH LLP
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Telephone: (412) 288-3131
Facsimile: (412) 288-3063
Email: eschaffer@reedsmith.com

Counsel for Fifth Third Bank

3. The Creditors' Committee

Martin G. Bunin
Craig E. Freeman
ALSTON & BIRD, LLP
90 Park Avenue
New York, New York 10016-1387
Telephone: (212) 210-9400
Facsimile: (212) 210-9444
Email: marty.bunin@alston.com
craig.freeman@alston.com

Counsel to the Creditors' Committee

4. The United States Trustee

Ronna Jackson
Howard M. Metzenbaum U.S. Courthouse
201 Superior Avenue., East – Suite 441
Cleveland, Ohio 44114
Telephone: (216) 522-7800
Facsimile: (216) 522-7193

5. The Unions

Frederick Perillo
Sara J. Geenen
PREVIANT, GOLDBERG, UELMEN, GRATZ, MILLER & BRUEGGEMAN, S.C.
1555 N. River Center Drive, Suite 202
P.O. Box 12993
Milwaukee, Wisconsin 53212
Telephone: (414) 271-4500
Facsimile: (414) 271-6308
Email: fp@previant.com
sjg@previant.com

Counsel to the Ohio Nurses Association

- and -

R. Sean Grayson
General Counsel
Bethany E. Sanders, Esq.
Associate General Counsel
Ohio Counsel 8, AFSCME AFL-CIO
6800 N. High Street
Worthington, Ohio 43085-2512
Telephone: (614) 841-1918
Facsimile: (614) 430-7960
Email: grayson.sean@gmail.com
bsanders@afscme8.org

Counsel to Ohio Counsel 8, American Federation of State, County and Municipal Employees,
AFL-CIO, Local 2026, AFSCME, AFL-CIO, Local 2804, AFSCME, AFL-CIO and Local 2288,
AFSCME, AFL-CIO

- and -

David M. Fusco
Sharlee M. Cendrosky
SCHWARZWALD MCNAIR & FUSCO LLP
616 Penton Media Building
1300 East Ninth Street
Cleveland, Ohio 44114-1503
Telephone: (216) 566-1600
Facsimile: (216) 566-1814
Email: dfusco@smcnlaw.com
ccendrosky@smcnlaw.com

Counsel to Service Employees International Union, District 1199

6. The Liquidating Trustee

[To Be Added Upon Selection]

Dated: May 14, 2010

Respectfully submitted:

/s/ Heather Lennox

Heather Lennox (OH 0059649)
JONES DAY
North Point
901 Lakeside Avenue
Cleveland, OH 44114-1190
Telephone: (216) 586-3939
Facsimile: (216) 579-0212

-AND-

Amy Edgy Ferber (GA 013819)
JONES DAY
1420 Peachtree Street, N.E.
Suite 800
Atlanta, Georgia 30309-3053
Telephone: (404) 581-3939
Facsimile: (404) 581-8330

Counsel for MBIA Insurance Corporation

/s/ Michael Fisco

Michael B. Fisco (MN175341)
FAEGRE & BENSON LLP
Suite 2200
90 South Seventh Street
Minneapolis, MN 55402-3901
Telephone: (612) 766-7000
Facsimile: (612) 766-1600

Counsel for U.S. Bank National Association, as Master
Trustee and the Bond Trustees

/s/ Matthew Botica

Matthew Botica (IL 260118)
WINSTON & STRAWN LLP
35 W. Wacker Drive
Chicago, IL 60601
Telephone: (312) 558-5600
Facsimile: (312) 558-5700

Counsel for JP Morgan Chase Bank, N.A.

/s/ Eric Schaffer

Eric A. Schaffer (PA 30797)
REED SMITH LLP
Reed Smith Centre
225 Fifth Avenue
Pittsburgh, PA 15222
Telephone: (412) 288-3131
Facsimile: (412) 288-3063

Counsel for Fifth Third Bank

CONFIRMATION EXHIBIT I.A.67

DEBTORS IN THE CHAPTER 11 CASES

Debtor Name	Tax ID No.	Case No.	Date Filed
Forum Health	31-1560189	09-40795	March 16, 2009
Forum Health Rehabilitative Services Co.	31-1581767	09-40796	March 16, 2009
Forum Health Diagnostics Co.	34-1773672	09-40797	March 16, 2009
Forum Health Enterprises Co.	34-1368151	09-40798	March 16, 2009
Forum Health Outreach Laboratories, Inc.	34-1437294	09-40799	March 16, 2009
Western Reserve Health Foundation	34-1461047	09-40800	March 16, 2009
Forum Health Ventures Co.	34-1489491	09-40801	March 16, 2009
Forum Health Pharmacy Services Co.	34-1754092	09-40802	March 16, 2009
Forum Health Services Co.	34-1461044	09-40803	March 16, 2009
Western Reserve Care System	34-1454933	09-40804	March 16, 2009
Dacas Nursing Support Systems, Inc.	34-1482591	09-40805	March 16, 2009
Dacas Nursing Systems, Inc.	34-1456983	09-40806	March 16, 2009
Beeghly Oaks	31-1196072	09-40807	March 16, 2009
Trumbull Memorial Hospital	34-1461049	09-40808	March 16, 2009
Trumbull Memorial Hospital Foundation	34-1195190	09-40809	March 16, 2009
Comprehensive Psychiatry Specialists, Inc.	34-1697739	09-40810	March 16, 2009
Pridecare, Inc.	34-1490425	09-40811	March 16, 2009
Visiting Nurse Association and Hospice of Northeast Ohio	34-0714388	09-408112	March 16, 2009