

So Ordered.

Docket #1991 Date Filed: 11/12/2020



Whitman L. Holt
Bankruptcy Judge

Dated: November 11th, 2020

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* TEXT REDACTED IN AREA RESERVED FOR COURT USE PER LBR 9013-1(c)(2)(A)

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

In re:

ASTRIA HEALTH, *et al.*,

Debtors and
Debtors in
Possession.¹

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

**~~ORDER GRANTING APPROVING~~
JOINT MOTION FOR AN ORDER
APPROVING: (I) PROPOSED
DISCLOSURE STATEMENT; (II)
SOLICITATION AND VOTING
PROCEDURES; (III) NOTICE**

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



**PROCEDURES; (III) NOTICE AND
OBJECTION PROCEDURES FOR
CONFIRMATION OF JOINT PLAN OF
REORGANIZATION; AND (IV)
GRANTING RELATED RELIEF**

HEARING:

Date/Time: November 6, 2020/11:00 am (PT)

Location: Telephonic

Telephone Conference: (877) 402-9757

Access Code: 7036041

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1 This matter came before the Court on the *Joint Motion for an Order Approving:*
2 *(I) Proposed Disclosure Statement; (II) Solicitation And Voting Procedures; (III)*
3 *Notice And Objection Procedures for Confirmation Of Joint Plan; and (IV) Granting*
4 *Related Relief* (the “Motion”)² filed by Astria Health (“Astria”) and the affiliated
5 debtors, the debtors and debtors in possession in the above-captioned chapter 11
6 bankruptcy cases (the “Chapter 11 Cases”) (collectively, the “Debtors”), and Lapis
7 Advisers, LP as lender under the Debtors’ debtor in possession facility in the Chapter
8 11 Cases, as agent under the Debtors’ prepetition credit agreement, and as investment
9 advisor and investment manager for certain funds which are beneficial holders of
10 those certain Washington Health Care Facilities Authority Revenue Bonds
11 (collectively, the “Lapis Parties” and, together with the Debtors, the “Movants” or the
12 “Plan Proponents”). After filing the Motion, the Plan Proponents filed the *Second*
13 *Amended Joint Chapter 11 Plan of Reorganization of Astria Health and its Debtor*
14 *Affiliates* [Docket No. 1986] (the “Plan”) and the related disclosure statement [Docket
15 No. 1987] (the “Disclosure Statement”).

21 The Court, having reviewed the Motion, the Disclosure Statement, the Plan, the
22 *Declaration of John M. Gallagher In Support of Emergency First-Day Motions*
23 [Docket No. 21]; objections to the Disclosure Statement filed by the Official
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26 ² Unless otherwise defined herein, capitalized terms have the definitions set forth in
27 the Motion.
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1 Committee of Unsecured Creditors (the "Committee") [Docket No. 1624], TIAA
2 Commercial Finance, Inc. (~~"TIAA"~~) [Docket No. 1625], and the United States Trustee
3 (the "UST") [Docket No. 1626] (collectively, the "Objections"), and any withdrawals
4 or settlements thereof; the *Reply in Support of Joint Motion for an Order Approving:*
5 *(I) Proposed Disclosure Statement; (II) Solicitation And Voting Procedures; (III)*
6 *Notice And Objection Procedures for Confirmation Of First Amended Joint Plan; and*
7 *(IV) Granting Related Relief* [Docket No. 1970] (the "Reply"); the entire record of
8 these Chapter 11 Cases; the Court having determined that the relief sought in the
9 Motion is in the best interests of the Debtors, their estates, their creditors, and that the
10 legal and factual bases set forth in the Motion establish just cause for the relief granted
11 herein; all objections to the Motion having been withdrawn, continued, overruled,
12 settled by stipulation approved by the Court, or otherwise settled as reflected on the
13 record at the hearing on the Motion; and after due deliberation and sufficient good
14 cause appearing therefor:

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20 **THE COURT HEREBY FINDS AND CONCLUDES THAT:³**
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22 ³ The findings and conclusions set forth herein constitute the Court's findings of fact
23 and conclusions of law pursuant to Rule 7052, made applicable to this proceeding
24 pursuant to Rule 9014. To the extent that any of the following findings of fact
25 constitute conclusions of law, they are adopted as such. To the extent that any of the
26 following conclusions of law constitute findings of fact, they are adopted as such.
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1 A. Jurisdiction and Venue. This Court has jurisdiction to hear and
2 determine the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core
3 proceeding pursuant to 28 U.S.C. § 157(b) (2) (A), (B), (L), and (O). Venue of these
4 cases is proper in this District and in this Court, pursuant to 28 U.S.C. §§ 1408 and
5 1409.
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8 B. Notice. As evidenced by the declarations of service previously filed with
9 the Court, the Plan Proponents have provided proper, timely, adequate and sufficient
10 notice with respect to the Motion and the relief sought therein, including, but not
11 limited to, (i) approving the Disclosure Statement as containing “adequate
12 information,” as that term is defined in § 1125(a)(1);⁴ (ii) establishing procedures for
13 solicitation and tabulation of votes to accept or reject the Plan, including (a) approving
14 the form and manner of the solicitation packages, (b) approving the form and manner
15 of notice of the hearing to confirm the Plan, (c) establishing a voting record date and
16 approving procedures for distributing the solicitation packages, (d) approving the
17 forms of ballots, (e) establishing the deadline for the receipt of ballots, and
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24 ⁴ Unless specified otherwise, all chapter and section references are to the “Bankruptcy
25 Code,” 11 U.S.C. §§ 101-1532, all “Rule” references are to the Federal Rules of
26 Bankruptcy Procedure, and all “LBR” references are to the Local Bankruptcy Rules
27 for the United States Bankruptcy Court for the Eastern District of Washington.
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1 (f) approving procedures for tabulating acceptances and rejections of the Plan; (iii)
2 establishing procedures with respect to, and the deadline for filing objections to, the
3 confirmation of the Plan; and (v) granting related relief.

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5 C. Adequate Information. The Disclosure Statement contains “adequate
6 information” within the meaning of § 1125.

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8 D. Objections. All objections, responses to, and statements and comments,
9 including, but not limited to, the Objections, in opposition to the Motion or approval
10 of the Disclosure Statement, other than those withdrawn with prejudice or resolved in
11 their entirety, shall be, and hereby are, overruled in their entirety and, notwithstanding
12 the foregoing, no objection shall be considered an objection to confirmation of the
13 Plan unless such objection is interposed in accordance with the procedures for
14 objecting to confirmation of the Plan set forth herein.

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17 E. Approval of Forms of Notice. The notices substantially in the form
18 attached to the Reply as Exhibit A (the “Confirmation Hearing Notice”), Exhibit B
19 (the “Notice of Non-Voting Accepting Status and Confirmation Hearing”), the
20 procedures set forth below for providing such notice to all creditors and interest
21 holders of the time, date, and place of the hearing to consider confirmation of the Plan
22 (the “Confirmation Hearing”); and
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25 F. Approval of Forms of Ballot. The forms of Ballot attached hereto as
26 **Exhibit A** are sufficiently consistent with Official Form No. B314 and adequately
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1 address the particular needs of these Chapter 11 Cases and are appropriate for each of
2 the respective classes of claims that is entitled to vote to accept or reject the Plan.

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4 G. The Solicitation Package and Procedures. The content and proposed
5 distribution of the Solicitation Packages complies with the Rule 3017(d). The
6 contents of the Solicitation Packages comply with Rules 2002 and 3017, and service
7 of such materials as set forth herein constitutes sufficient notice to all interested
8 parties. Ballots need not be provided to holders of the Administrative Claims,
9 Professional Claims, Priority Tax Claims, or claims in Class 1 (Priority Claims) (each
10 as defined in the Plan, and, collectively, the “Unclassified/Unimpaired
11 Claimholders”), because such holders are either unclassified pursuant to § 1123(a)(1)
12 or deemed to accept the Plan pursuant to § 1126(f).
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16 H. The Solicitation Procedures. The procedures for solicitation of
17 acceptances of the Plan (the “Solicitation Procedures”) and tabulation of votes to
18 accept or reject the plan (as more fully set forth in the Motion and below) provide for
19 a fair and equitable voting process and are consistent with § 1126. The period, set
20 forth below, during which the Plan Proponents may solicit acceptances to the Plan is
21 a reasonable and adequate period of time under the circumstances for creditors to
22 make an informed decision to accept or reject the Plan.
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25 **IT IS HEREBY ORDERED, AND NOTICE IS HEREBY GIVEN, THAT:**
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1 1. The Motion is GRANTED and all remaining objections to the Motion or
2 approval of the Disclosure Statement, if any, are OVERRULED on their merits and
3 DENIED.
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5 2. The Disclosure Statement is APPROVED.

6 3. The record date for purposes of determining the claimholders that are
7 entitled to vote (subject to the voting procedures set forth below) on the Plan or, in
8 the case of non-voting classes, for purposes of determining the claimholders to receive
9 certain Plan-related materials approved by this Order shall be the date of entry of this
10 Order (the "Voting Record Date").
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12 4. Kurtzman Carson Consultants LLC ("KCC") will serve as the Plan
13 Proponents' Solicitation Agent (the "Solicitation Agent") and provide access to
14 Solicitation Packages, among other things. Solicitation Packages (except for Ballots)
15 shall be available (i) for download at <http://www.kccllc.net/astriahealth>, (ii) by email
16 request to astriainfo@kccllc.com, and (iii) by written request via standard overnight
17 or hand delivery to: Astria Ballot Processing Center, c/o KCC, 222 N. Pacific Coast
18 Highway, Suite 300, El Segundo, CA 90245.
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20 5. The Confirmation Hearing Notice and Notice of Non-Voting Accepting
21 Status and Confirmation Hearing are APPROVED.
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23 6. The Plan Proponents are authorized and empowered to commence
24 distribution of the Confirmation Hearing Notice and Solicitation Package to the
25 Voting Classes within five (5) business days following the date of entry of this Order
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1 (the “Solicitation Commencement Date”) and shall serve the same via First Class
2 Mail.

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4 7. To the extent the Plan Proponents are required to distribute copies of the
5 Plan and/or Disclosure Statement, the Plan Proponents, through their Solicitation
6 Agent, may distribute either paper copies or electronic copies in “pdf” format on CD-
7 ROM or USB Flash Drive, at their sole discretion; provided, that, the Plan Proponents
8 shall make paper copies available in the manner specified in paragraph 4, above.
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10 8. By the Solicitation Commencement Date, the Plan Proponents shall
11 commence or cause to be distributed by First Class Mail or electronic mail, this Order,
12 the Confirmation Hearing Notice, the Disclosure Statement (together with the Plan
13 and other exhibits attached thereto), and such other materials as the Court may direct
14 (excluding a Ballot) to, among other parties (to the extent such parties did not
15 otherwise receive the Solicitation Package):
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- 17 a. the U.S. Trustee;
- 18 b. the Internal Revenue Service;
- 19 c. the Washington Attorney General; and
- 20 d. all persons and entities that have filed a request for service of
21 filings in the Debtors’ Cases pursuant to Rule 2002.
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24 9. The Ballots, substantially in the form attached hereto as **Exhibit A** are
25 APPROVED.

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27 10. Solicitation Packages, which shall include individual Ballots, shall be
28 distributed to the Voting Classes, which classes are designated under the Plan as

1 entitled to vote to accept or reject the Plan. The Debtors are further authorized to
2 include the letter from the Committee attached hereto as **Exhibit B**, the form and
3 substance of which are hereby authorized and approved in all respects, in Solicitation
4 Packages distributed to Voting Classes.
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6 11. Only a Notice of Non-Voting Accepting Status and Confirmation
7 Hearing shall be distributed to the Unclassified/Unimpaired Claimholders, which are
8 either unclassified or conclusively deemed to accept the Plan. The Plan Proponents
9 are not required to distribute copies of the Plan, Disclosure Statement, or this Order
10 to any Unclassified/Unimpaired Claimholder, unless such holder makes a specific
11 request in writing for the same.
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14 12. The Plan Proponents are excused from distributing Solicitation Packages
15 to those addresses from which one or more prior notices served in these Chapter 11
16 Cases were returned as undeliverable or from which mailings made pursuant to this
17 Order are returned as undeliverable unless the Plan Proponents are provided with
18 updated addresses for such entities before the Solicitation Commencement Date. The
19 Plan Proponents are excused from any obligation to re-deliver Solicitation Packages
20 to entities with addresses that are deemed undeliverable and are not provided with a
21 forwarding or more updated address.
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25 13. All Ballots must be properly executed, completed, and delivered to the
26 Solicitation Agent so as to be received by the Solicitation Agent no later than **4:00**
27 **p.m. (Pacific Time) on December 4, 2020** (the "Voting Deadline") as set forth
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1 below. Except as provided below, Ballots must be submitted to the Solicitation Agent
2 at the following address in accordance with the voting procedures set forth below:
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4 Astria Ballot Processing Center
5 c/o Kurtzman Carson Consultants LLC
6 222 N. Pacific Coast Highway, Suite 300
7 El Segundo, CA 90245
8 (877) 726-6508 (U.S./Canada)
9 (424) 236-7248 (International)

10 14. In addition to accepting hard copy Ballots via first class mail, overnight
11 courier, and hand delivery, the Solicitation Agent is authorized to accept Ballots via
12 electronic, online transmissions, solely through a customized online balloting portal
13 on the Debtors' case website. Parties entitled to vote may cast an electronic Ballot
14 and electronically sign and submit a Ballot instantly by utilizing the online balloting
15 portal (which allows a holder to submit an electronic signature). Instructions for
16 electronic, online transmission of Ballots shall be set forth on the forms of Ballots.
17 The encrypted ballot data and audit trail created by such electronic submission shall
18 become part of the record of any Ballot submitted in this manner and the creditor's
19 electronic signature will be deemed to be immediately legally valid and effective and
20 shall be deemed to contain an original signature.
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22 15. BALLOTS TRANSMITTED TO THE DEBTORS BY FACSIMILE,
23 ELECTRONIC MAIL, OR OTHER MEANS NOT SPECIFICALLY APPROVED
24 BY THIS ORDER MAY BE ACCEPTED BY THE PLAN PROPONENTS, AFTER
25 CONSULTATION WITH THE COMMITTEE, ON A CASE-BY-CASE BASIS.
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1 16. For purposes of voting on the Plan, the amount of a claim used to tabulate
2 acceptance or rejection of the Plan shall be determined pursuant to the following
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4 guidelines:

- 5 a. The amount of the claim listed in the Debtors' schedules of assets
6 and liabilities (the "Schedules"); provided that (i) such claim is not
7 scheduled as any of contingent, unliquidated, undetermined,
8 disputed, or in a zero dollar amount, and (ii) no proof of claim has
9 been timely filed (or otherwise deemed timely filed by the Court
10 under applicable law) with respect to such claim.
- 11 b. The non-contingent and liquidated amount specified in a proof of
12 claim timely filed with the Court (or otherwise deemed timely
13 filed by the Court under applicable law) to the extent the proof of
14 claim is not the subject of an objection filed by **November 27,**
15 **2020** (the "Voting Objection Deadline") (or, if such claim has
16 been resolved for allowance and/or voting purposes pursuant to a
17 stipulation or order entered by the Court, or otherwise resolved by
18 the Court, the amount set forth in such stipulation or order).
- 19 c. If a proof of claim has been timely filed prior to the applicable bar
20 date and such claim is asserted in the amount of \$0.00, such claim
21 shall not be entitled to vote.
- 22 d. With respect to Senior Secured Bond Claims or Senior Secured
23 Credit Agreement Claims, the noncontingent and liquidated
24 amount specified in ballots timely submitted on account of those
25 claims shall be the amount of such claims for voting purposes.
- 26 e. Notwithstanding anything to the contrary in these tabulation rules,
27 the holder of any claim that has been indefeasibly paid, in full or
28 in part, shall only be permitted to vote the unpaid amount of such
claim, if any, to accept or reject the Plan.
- f. The amount temporarily allowed or estimated by the Court for
voting purposes, pursuant to Rule 3018(a), subject to notice
consistent with the procedures set forth herein, the Bankruptcy
Code, the Rules and the LBRs shall be the amount of the claim for
voting purposes.

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- g. If a claim for which a proof of claim has been timely filed for unknown or undetermined amounts (as determined on the face of the claim or after a reasonable review of the supporting documentation by the Plan Proponents, after consultation with the Committee) and such claim has not been allowed, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00.
- h. If a claim is listed on a timely filed proof of claim as either wholly or partially contingent or unliquidated, such claim is temporarily allowed in the amount that is the greater of (i) the liquidated and non-contingent amount and (ii) \$1.00, for voting purposes only, and not for purposes of allowance or distribution.
- i. If a claim is deemed allowed under the Plan, such claim is allowed for voting purposes in the deemed allowed amount set forth in the Plan.
- j. If a claim is not listed in the Schedules or is listed in the Schedules as contingent, unliquidated, or disputed (or in a zero amount) and a proof of claim was not (i) filed by the applicable bar date for the filing of proofs of claim established by the Court or (ii) deemed timely filed by an order of the Court prior to the Voting Deadline, such claim shall be disallowed for voting purposes.
- k. If a proof of claim has been amended by a later proof of claim that is filed on or prior to the Voting Record Date, the later filed amending claim shall be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended claim. Except as otherwise ordered by the Court, any amendments to proofs of claim after the Voting Record Date shall not be considered for purposes of these tabulation rules.

17. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-

1 interest in any other context, including, without limitation, to contest the amount,
2 classification or validity of any claim for purposes of allowance under the Plan.
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4 18. Additionally, the Movants, after consultation with the Committee, may
5 object to any Claim (as defined in § 101(5)) solely for Plan voting purposes by filing
6 a determination motion (the "Determination Motion"); no later than the Voting
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8 Objection Deadline. If an objection to a Claim (made by way of a Determination
9 Motion or otherwise) is filed by the Movants on or before the Voting Objection
10 Deadline requesting that such Claim be reduced or reclassified, such claimant's Ballot
11 shall, subject to such claimant's right to file a responsive pleading (including, but not
12 limited to, a Claims Estimation Motion (as defined below)) as set forth herein, be
13 counted in such reduced amount or as falling into the reclassified category, unless
14 otherwise ordered by the Court. Further, if a creditor casts a Ballot and has timely
15 filed a proof of claim (or has otherwise had a proof of claim deemed timely filed by
16 the Bankruptcy Court under applicable law), but the creditor's claim is the subject of
17 an objection (made by way of a Determination Motion or otherwise) filed no later
18 than the Voting Objection Deadline, in accordance with Bankruptcy Rule 3018, that
19 creditor's Ballot shall not be counted to the extent it is challenged by the objection,
20 unless such claim is temporarily allowed by the Court for voting purposes pursuant to
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1 Bankruptcy Rule 3018(a) after the creditor files a motion for such temporary
2 allowance (the “Claims Estimation Motion”).⁵
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4 19. If a creditor seeks to have its claim temporarily allowed for purposes of
5 voting to accept or reject the Plan pursuant to Rule 3018(a) (including in response to
6 a Determination Motion filed by the Debtors or any other party granted standing),
7 such creditor shall file a Claims Estimation Motion for such temporary allowance by
8 the later of (i) the Voting Objection Deadline or (ii) if such claim is the subject of an
9 objection or a Determination Motion, seven (7) days after the filing of the applicable
10 objection or Determination Motion.
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13 20. In the event that a Determination Motion or Claims Estimation Motion
14 is filed, the non-moving party shall file a reply to such motion by the later of (i) the
15 Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable
16 motion (the “Voting Objection Reply Deadline”). Subject to the Court’s availability,
17 a hearing will be scheduled on such motion within seven (7) days of the Voting
18 Objection Reply Deadline but in no event later than the Confirmation Hearing (as
19 defined below). The ruling by the Court on any Determination Motion or Claims
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23 ⁵ This proposed procedure is consistent with § 1126, which provides that a plan may
24 be accepted or rejected by the holder of a claim allowed under § 502. In turn, § 502(a)
25 provides that a filed proof of claim is deemed allowed “unless a party in interest . . .
26 objects.” 11 U.S.C. § 502(a).
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1 Estimation Motion shall be considered a ruling with respect to the allowance of the
2 claim(s) under Rule 3018 and such claim(s) shall be counted, for voting purposes
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4 only, in the amount determined by the Court.

5 21. In the event a claimant reaches an agreement with the Plan Proponents,
6 in consultation with the Committee, as to the treatment of its claim for voting
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8 purposes, the claim may be treated in such manner without further order of the Court.

9 22. The following voting procedures and standard assumptions shall be used
10 in tabulating the Ballots:

- 11 a. For purposes of the numerosity requirement of § 1126(c) and
12 based on the reasonable efforts of the Plan Proponents, separate
13 claims held by a single creditor in a particular class will be
14 aggregated as if such creditor held one claim against the Debtors
15 in such class, and the votes related to such claims will be treated
16 as a single vote to accept or reject the Plan.
- 17 b. Any creditor who holds duplicate claims within the same class
18 (against one Debtor or across multiple Debtors) shall be provided
19 with only one Solicitation Package and one Ballot for voting a
20 single claim in such class, regardless of whether the Debtors have
21 objected to such duplicate claims.
- 22 c. Creditors must vote all of their claims within a particular class
23 either to accept or reject the Plan and may not split their vote.
24 Accordingly, a Ballot (or multiple Ballots with respect to multiple
25 claims within a single class) that partially rejects and partially
26 accepts the Plan will not be counted.
- 27 d. Ballots that fail to indicate an acceptance or rejection of the Plan
28 or that indicate both acceptance and rejection of the Plan, but
which are otherwise properly executed and received prior to the
Voting Deadline, will not be counted.
- e. Only Ballots that are timely received with signatures will be
counted. Unsigned Ballots will not be counted.

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- f. Ballots sent by mail or overnight delivery that are postmarked prior to the Voting Deadline, but received after the Voting Deadline, will not be counted.
- g. Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, will not be counted.
- h. Ballots transmitted to the Solicitation Agent by facsimile, electronic mail, or other means not specifically approved by the Court may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis.
- i. Whenever a creditor casts more than one Ballot voting the same claim prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior received Ballots.
- j. If a creditor simultaneously casts inconsistent duplicate Ballots with respect to the same claim, such Ballots shall not be counted.
- k. Each creditor shall be deemed to have voted the full amount of its claim in a class. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots shall be determined by the Debtors, in consultation with the Committee, which determination shall be final and binding.
- l. Any Ballot containing a vote that the Court determines, after notice and a hearing, was not solicited or procured in good faith or in accordance with the provisions of the Bankruptcy Code shall not be counted.
- m. Any Ballot cast by a person or entity that does not hold a Claim in a class that is entitled to vote to accept or reject the Plan shall not be counted.
- n. Notwithstanding anything contained herein to the contrary, the Plan Proponents, after consultation with the Committee, may contact parties that submitted Ballots to cure any defects in the Ballots.
- o. Any class that does not contain any claim eligible to vote to accept or reject the Plan (by reason of temporary allowance by the Court

1 or otherwise) as of the date of the Confirmation Hearing shall be
2 deemed eliminated from the Plan for purposes of voting to accept
3 or reject the Plan and for purposes of determining acceptance or
rejection of the Plan by such class pursuant to § 1129(a)(8).

4 p. If a class contains claims eligible to vote and no holders of claims
5 eligible to vote in such class vote to accept or reject the Plan, the
6 Plan shall be deemed accepted by the holders of such claims in
such class.

7 q. Unless waived, any defects or irregularities in connection with
8 deliveries of Ballots must be cured within such time as the Plan
9 Proponents, after consultation with the Committee, or the Court
10 determines. Neither the Plan Proponents nor any other person or
11 entity shall be under any duty to provide notification of defects or
12 irregularities with respect to deliveries of Ballots, nor shall any
13 incur any liabilities for failure to provide such notification. Unless
14 otherwise directed by the Court, delivery of such Ballots shall not
15 be deemed to have been made until such irregularities have been
cured or waived. Ballots previously furnished (and as to which any
irregularities have not theretofore been cured or waived) shall not
be counted.

16 r. The Plan Proponents, after consultation with the Committee, and
17 subject to contrary order of the Court, may waive any defect in
18 any Ballot at any time, either before or after the Voting Deadline
and without notice, and any such waivers shall be documented in
the voting results filed with the Court.

19 s. Except as provided below, unless the Ballot being furnished is
20 timely submitted on or prior to the Voting Deadline, the Plan
21 Proponents, after consultation with the Committee, may reject
22 such Ballot as invalid, and therefore, decline to utilize it in
23 connection with confirmation of the Plan by the Court; provided,
24 however, that such invalid Ballots shall be documented in the
voting results filed with the Court.

25 t. Subject to contrary order of the Court, the Plan Proponents reserve
26 the absolute right, after consultation with the Committee, to reject
27 any and all Ballots not proper in form, the acceptance of which
28 would, in the opinion of the Plan Proponents, in consultation with
the Committee, not be in accordance with the provisions of the

1 Bankruptcy Code; provided, however, that such invalid Ballots
2 shall be documented in the voting results filed with the Court.

3 23. The Court shall hold a hearing on confirmation of the Plan (the
4 “Confirmation Hearing”) on **December 18, 2020 at 10:00 a.m. (Pacific Time)**. The
5 Plan Proponents shall serve the Confirmation Hearing Notice as set forth herein. In
6 addition to serving the Confirmation Hearing Notice, the Plan Proponents shall
7 publish the Confirmation Hearing Notice once, as soon as reasonably practical after
8 the entry of this Order, in the following newspapers: *Yakima Herald* and *USA Today*.
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11 24. Pursuant to Rule 3020(b)(1), objections to the confirmation of the Plan
12 or proposed modifications to the Plan (a “Confirmation Objection”), if any, must:

- 13 a. be in writing;
- 14 b. comply with the Rules and the LBRs;
- 15 c. set forth the name of the objector and the nature and amount of
16 any Claim asserted by the objector against or in the Debtors;
- 17 d. state with particularity the legal and factual bases for the objection
18 and, if practicable, a proposed modification to the Plan that would
19 resolve such objection; and
- 20 e. be filed with the Court, together with proof of service, and served
21 so that they are actually received by the Notice Parties (as defined
22 below) no later than **December 4, 2020** which deadline may be
23 extended by the Debtors (the “Confirmation Objection
Deadline”).

24 25. Any Confirmation Objection must be served on the following parties
25 (collectively, the “Notice Parties”): (i) counsel to the Debtors, Dentons US LLP, 601
26 South Figueroa Street, Suite 2500, Los Angeles, CA 90017, Attn: Samuel R. Maizel
27 (samuel.maizel@dentons.com); (ii) counsel to the Committee, Sills Cummis & Gross,
28

1 P.C., One Riverfront Plaza, Newark, NJ 07102, Attn: Andrew H. Sherman and Boris
2 I. Mankovetskiy (asherman@sillscummis.com, bmankovetskiy@sillscummis.com);
3
4 (iii) counsel to the Lapis Parties, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo,
5 P.C., One Financial Center, Boston, MA 02111, Attn: William Kannel and Ian
6 Hammel (wkannel@mintz.com, iahammel@mintz.com); and (iv) counsel to the U.S.
7
8 Trustee, Office of the United States Trustee, 920 W. Riverside Ave., Suite 593,
9 Spokane, WA 99201, Attn: Gary W. Dyer (gary.w.dyer@usdoj.gov).

10 26. Confirmation Objections that are not timely filed and served in the
11
12 manner set forth above shall not be considered by the Court and shall be overruled.

13 27. No later than **December 11, 2020**, the Plan Proponents shall file with the
14
15 Court (a) a tabulation report for Plan voting, (b) a memorandum of law in support of
16
17 confirmation of the Plan addressing the requirements of § 1129, and any evidence in
18
19 support thereof, (c) any responses to objections to confirmation of the Plan, and (d) a
20
21 proposed form of confirmation order.

22 28. The Plan Proponents are authorized to take or refrain from taking any
23
24 action necessary or appropriate to implement the terms of, and the relief granted in,
25
26 this Order without seeking further order of the Court, including, but not limited to,
27
28 the making of any payments reasonably necessary to perform the actions and
distributions contemplated herein.

 29. The Plan Proponents, after consultation with the Committee, are
authorized to make nonsubstantive changes or modifications to the Disclosure

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re
ASTRIA HEALTH, et al.,
Debtors and Debtors In Possession.

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

**BALLOT FOR VOTING TO ACCEPT OR REJECT
THE JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF ASTRIA HEALTH AND ITS
AFFILIATES**

CLASS 2A Senior Secured Bond Debt Claims

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,
2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No.],¹ submitted by the Plan Proponents² and described in the related disclosure statement (the “Disclosure Statement”) [Docket No.] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on _____, 2020 [Docket No. ____] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.³

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached

¹ All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

² The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

³ <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a Class 2A Senior Secured Bond Debt Claim in the voting amount indicated below, votes to (check one box only):

Accept the Plan.

Reject the Plan.

Voting Amount \$ _____⁴

IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.

Item 2. Important Information Regarding the Release by Holders of Claims

THE PLAN CONTAINS A SERIES OF RELEASES. Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the this Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of this Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released the Releasing Parties, the Estate, and the Debtors from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan. For the avoidance of doubt, and notwithstanding anything herein to the contrary, in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release

⁴ For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.

(b) Section VII.F.2 of the Plan provides:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF

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

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.

You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.

The Holder of the Claims set forth in Item 1 elects to:

Opt Out of the Third Party Release

Item 3. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent’s online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

PIN#: _____

The Balloting Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent’s online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors’ discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the “accept” nor “reject” box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the Bankruptcy Code) solely

for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

Section VII.A of the Plan contains the following Discharge:

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

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

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

Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan

on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

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

Section VII.E of the Plan contains the following Exculpation:

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

Section VII.F.2 of the Plan contains the following Releases:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS’ PRESENT OR FORMER ASSETS, THE RELEASED PARTIES’ INTERESTS IN OR

MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

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

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

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

Section VII.G of the Plan contains the following Injunction:

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF;

(3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.*

Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW

WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

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

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

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11

Lead Case No. 19-01189-11

Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT
THE JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF ASTRIA HEALTH AND ITS
AFFILIATES**

CLASS 2B Senior Secured Credit Agreement Claims

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4, 2020 AT 4:00 P.M. (PACIFIC TIME).

YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT, KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN ORDER TO BE COUNTED.

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No.],¹ submitted by the Plan Proponents² and described in the related disclosure statement (the “Disclosure Statement”) [Docket No.] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on _____, 2020 [Docket No. ____] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.³

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached

¹ All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

² The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

³ <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a Class 2B Senior Secured Credit Agreement Claim in the voting amount indicated below, votes to (check one box only):

Accept the Plan.

Reject the Plan.

Voting Amount \$ _____⁴

IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.

Item 2. Important Information Regarding the Release by Holders of Claims

THE PLAN CONTAINS A SERIES OF RELEASES. Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the this Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of this Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released the Releasing Parties, the Estate, and the Debtors from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan. For the avoidance of doubt, and notwithstanding anything herein to the contrary, in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release

⁴ For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.

(b) Section VII.F.2 of the Plan provides:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF

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

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.

You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.

The Holder of the Claims set forth in Item 1 elects to:

Opt Out of the Third Party Release

Item 3. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent’s online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

PIN#: _____

The Balloting Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent’s online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors’ discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the “accept” nor “reject” box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the Bankruptcy Code) solely

for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

Section VII.A of the Plan contains the following Discharge:

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

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

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

Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan

on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

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

Section VII.E of the Plan contains the following Exculpation:

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

Section VII.F.2 of the Plan contains the following Releases:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS’ PRESENT OR FORMER ASSETS, THE RELEASED PARTIES’ INTERESTS IN OR

MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

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

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

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

Section VII.G of the Plan contains the following Injunction:

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF;

(3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.*

Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW

WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

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

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

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re
ASTRIA HEALTH, *et al.*,
Debtors and Debtors In Possession.

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

**BALLOT FOR VOTING TO ACCEPT OR REJECT
THE JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF ASTRIA HEALTH AND ITS
AFFILIATES**

CLASS 2C Other Secured Claims

THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4, 2020 AT 4:00 P.M. (PACIFIC TIME).

YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT, KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN ORDER TO BE COUNTED.

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No.],¹ submitted by the Plan Proponents² and described in the related disclosure statement (the “Disclosure Statement”) [Docket No.] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on _____, 2020 [Docket No. ____] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.³

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached

¹ All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

² The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

³ <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a Class 2C Other Secured Claim in the voting amount indicated below, votes to (check one box only):

Accept the Plan.

Reject the Plan.

Voting Amount \$ _____⁴

IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.

Item 2. Important Information Regarding the Release by Holders of Claims

THE PLAN CONTAINS A SERIES OF RELEASES. Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the this Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of this Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released the Releasing Parties, the Estate, and the Debtors from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan. For the avoidance of doubt, and notwithstanding anything herein to the contrary, in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release

⁴ For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.

(b) Section VII.F.2 of the Plan provides:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF

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

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.

You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.

The Holder of the Claims set forth in Item 1 elects to:

Opt Out of the Third Party Release

Item 3. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent’s online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

PIN#: _____

The Balloting Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent’s online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors’ discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the “accept” nor “reject” box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the Bankruptcy Code) solely

for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

Section VII.A of the Plan contains the following Discharge:

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

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

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

Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan

on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

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

Section VII.E of the Plan contains the following Exculpation:

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

Section VII.F.2 of the Plan contains the following Releases:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS’ PRESENT OR FORMER ASSETS, THE RELEASED PARTIES’ INTERESTS IN OR

MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

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

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

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

Section VII.G of the Plan contains the following Injunction:

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF;

(3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.*

Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW

WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

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

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

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re
ASTRIA HEALTH, *et al.*,
Debtors and Debtors In Possession.

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

**BALLOT FOR VOTING TO ACCEPT OR REJECT
THE JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF ASTRIA HEALTH AND ITS
AFFILIATES**

CLASS 3 Convenience Class Claims

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,
2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No.],¹ submitted by the Plan Proponents² and described in the related disclosure statement (the “Disclosure Statement”) [Docket No.] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on _____, 2020 [Docket No. ____] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.³

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached

¹ All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

² The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

³ <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a Class 3 Convenience Class Claim in the voting amount indicated below, votes to (check one box only):

Accept the Plan.

Reject the Plan.

Voting Amount \$ _____⁴

IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.

Item 2. Important Information Regarding the Release by Holders of Claims

THE PLAN CONTAINS A SERIES OF RELEASES. Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the this Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of this Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released the Releasing Parties, the Estate, and the Debtors from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan. For the avoidance of doubt, and notwithstanding anything herein to the contrary, in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release

⁴ For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.

(b) Section VII.F.2 of the Plan provides:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF

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

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.

You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.

The Holder of the Claims set forth in Item 1 elects to:

Opt Out of the Third Party Release

Item 3. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent’s online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

PIN#: _____

The Balloting Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent’s online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors’ discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the “accept” nor “reject” box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the Bankruptcy Code) solely

for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

Section VII.A of the Plan contains the following Discharge:

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

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

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

Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan

on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

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

Section VII.E of the Plan contains the following Exculpation:

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

Section VII.F.2 of the Plan contains the following Releases:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS’ PRESENT OR FORMER ASSETS, THE RELEASED PARTIES’ INTERESTS IN OR

MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

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

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

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

Section VII.G of the Plan contains the following Injunction:

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF;

(3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.*

Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW

WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

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

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

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11

Lead Case No. 19-01189-11

Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT
THE FIRST AMENDED JOINT CHAPTER 11 PLAN
OF REORGANIZATION OF ASTRIA HEALTH AND
ITS AFFILIATES**

CLASS 4 General Unsecured Claims

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,
2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No. _____],¹ submitted by the Plan Proponents² and described in the related disclosure statement (the “Disclosure Statement”) [Docket No. _____] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on _____, 2020 [Docket No. _____] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.³

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached

¹ All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

² The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

³ <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2, 3 AND 4. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a Class 4 General Unsecured Claim in the voting amount indicated below, votes to (check one box only):

Accept the Plan.

Reject the Plan.

Voting Amount \$ _____⁴

IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.

Item 2. Convenience Class Election.

HOLDERS OF CLASS 4 CLAIMS IN EXCESS OF \$5,000 MAY ELECT TO RECEIVE THE TREATMENT OF CLASS 3 CLAIMS UNDER THE PLAN, IN LIEU OF RECEIVING ANY DISTRIBUTIONS IN CLASS 4, AND ACCEPT PAYMENT OF ONE THOUSAND DOLLARS (\$1,000) AS PAYMENT OF THE CLAIMANT’S CLAIM IN FULL.

The holder of Class 4 Claims set forth in Item 1 elects to:

Participate in Class 3 and accept payment of \$1,000 as satisfaction of its Claim in full.

BY MAKING THE CONVENIENCE CLASS ELECTION, THE UNDERSIGNED UNDERSTANDS THAT ITS ELECTION IS IRREVOCABLE, IT WILL BE DEEMED A HOLDER OF CLASS 3 CLAIMS UNDER THE PLAN, IT WILL RECEIVE A DISTRIBUTION SOLELY UNDER CLASS 3, AND ITS RIGHT TO ASSERT ADDITIONAL CLAIMS ABOVE THE CONVENIENCE CLASS THRESHOLD ARE BEING WAIVED, RELEASED, SETTLED AND COMPROMISED.

Item 3. Important Information Regarding the Release by Holders of Claims

THE PLAN CONTAINS A SERIES OF RELEASES. Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the this

⁴ For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

Plan, each of the foregoing Entities' respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of this Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released the Releasing Parties, the Estate, and the Debtors from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan. For the avoidance of doubt, and notwithstanding anything herein to the contrary, in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.

(b) Section VII.F.2 of the Plan provides:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS

PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

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

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST

CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.

You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.

The Holder of the Claims set forth in Item 1 elects to:

Opt Out of the Third Party Release

Item 4. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent’s online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

PIN#: _____

The Balloting Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent’s online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors’ discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the “accept” nor “reject” box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the Bankruptcy Code) solely

for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have a cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

Section VII.A of the Plan contains the following Discharge:

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

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

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

Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or

non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

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

Section VII.E of the Plan contains the following Exculpation:

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

Section VII.F.2 of the Plan contains the following Releases:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS’ PRESENT OR FORMER ASSETS, THE RELEASED PARTIES’ INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS

UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

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

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

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

Section VII.G of the Plan contains the following Injunction:

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF; (3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND

PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT* NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.

Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT

WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

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

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

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In re

ASTRIA HEALTH, *et al.*,

Debtors and Debtors In Possession.

Chapter 11

Lead Case No. 19-01189-11

Jointly Administered

**BALLOT FOR VOTING TO ACCEPT OR REJECT
THE JOINT CHAPTER 11 PLAN OF
REORGANIZATION OF ASTRIA HEALTH AND ITS
AFFILIATES**

CLASS 4A Insured Claims

**THE VOTING DEADLINE TO ACCEPT OR REJECT THE PLAN IS DECEMBER 4,
2020, 2020 AT 4:00 P.M. (PACIFIC TIME).**

**YOUR BALLOT MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT,
KURTZMAN CARSON CONSULTANTS, LLC (“KCC”), BY THIS DEADLINE IN
ORDER TO BE COUNTED.**

This ballot (the “Ballot”) is submitted to you to solicit your vote to accept or reject the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates* (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Plan”) [Docket No.],¹ submitted by the Plan Proponents² and described in the related disclosure statement (the “Disclosure Statement”) [Docket No.] approved by order of the United States Bankruptcy Court for the Eastern District of Washington (the “Bankruptcy Court”) entered on _____, 2020 [Docket No. ____] (the “Disclosure Statement Order”). The Disclosure Statement provides information to assist you in deciding how to vote your Ballot. Copies of the Disclosure Statement Order, the Plan, and the Disclosure Statement may be obtained by contacting the Debtors in care of

Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

Additionally, copies of the Disclosure Statement Order, the Plan and the Disclosure Statement are available for inspection and may be obtained on the Bankruptcy Court’s website and at the website for KCC.³

Please review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Capitalized terms used in this Ballot or the attached

¹ All capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Plan.

² The Plan Proponents are the Debtors, Lapis Advisers, LP as lender under the debtor in possession facility in the chapter 11 cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health Care Facilities Authority Revenue Bonds.

³ <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents on the Bankruptcy Court’s website). Documents may also be accessed at KCC’s website: <http://www.kccllc.net/astriahealth>.

instructions that are not otherwise defined have the meanings given to them in the Plan, the Disclosure Statement, or the Disclosure Statement Order, as applicable.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of the Claims in each impaired Class to vote on the Plan and if the Plan otherwise satisfies the applicable requirements of section 1129(a) under title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”). If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (ii) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code.

To have your vote counted, you must complete, sign and return this Ballot to the following address so that it is **received** by the deadline indicated above:

- By U.S. First Class Mail, Overnight Mail or Hand Delivery to:

Astria Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

- Or, in the alternative, by submitting your Ballot via the Balloting Agent’s online balloting portal, as explained at page 7 of this Ballot.

Ballots transmitted to anyone other than KCC, above, and/or by facsimile, electronic mail or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents on a case-by-case basis.

**PLEASE READ THE ATTACHED VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

PLEASE COMPLETE ITEMS 1, 2 AND 3. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE
LINES, THIS BALLOT WILL NOT BE VALID OR NOT COUNTED AS HAVING BEEN CAST.

Item 1. Class Vote. The undersigned, a holder of a Class 4A Insured Claim in the voting amount indicated below, votes to (check one box only):

Accept the Plan.

Reject the Plan.

Voting Amount \$ _____⁴

IF YOU VOTE TO ACCEPT THE PLAN AND DO NOT EXERCISE YOUR RIGHT TO OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (DEFINED BELOW AS A “THIRD PARTY RELEASE”), YOU HAVE CONSENTED TO THE THIRD PARTY RELEASE. IF YOU VOTE TO REJECT THE PLAN, YOU AUTOMATICALLY ARE DEEMED TO OPT OUT OF THE THIRD PARTY RELEASE.

Item 2. Important Information Regarding the Release by Holders of Claims

THE PLAN CONTAINS A SERIES OF RELEASES. Parties should be aware that, if the Plan is confirmed and if the Effective Date occurs, the Released Parties, as defined in Section I.A.1.132 of the Plan and as reproduced in paragraph (a) below, will be receiving releases and being exculpated and certain parties will be giving releases and be bound by injunctions as set forth in Section VII of the Plan and as further described in Section VI.S of the Disclosure Statement. Pursuant to Section VII.F.2 of the Plan, and with respect to the Releases by Holders of Claims and Interests described in Section VII.F.2 and reproduced in paragraph (b) below, each Holder is automatically deemed to have consented to the release provisions of the Plan, if the Holder either (a) votes to accept the Plan or (b) either (1) abstains from voting (whether or not the Beneficial Owner returns a Ballot) or (2) votes to reject the Plan and, in the case of either (1) or (2), does not affirmatively check the opt out box below. Only those not voting to accept the Plan may opt out of the Releases by Holders of Claims and Interests.

(a) Section I.A.1.132 of the Plan defines “Released Parties” as:

(a) the Debtors, (b) the Lapis Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board Trustees, and (f) except as otherwise set forth below or in the this Plan, each of the foregoing Entities’ respective predecessors, successors and assigns, subsidiaries, Affiliates and their subsidiaries, beneficial owners, managed accounts or funds, current and former officers, directors, principals, shareholders, direct and indirect equity holders, members partners (general and limited), employees, agents, advisory board members, financial advisors, attorneys accountants, investment bankers, consultants, representatives, management companies, fund advisors, Professionals, and other professionals; provided, AHM, Inc., the officers of the Debtors, Non-Debtor Affiliates and AHM, Inc, and any Board Trustee acting in the capacity of an officer of any of the foregoing, shall not constitute Released Parties for purposes of this Plan and provided further, that as a condition to receiving or enforcing any release granted pursuant to Section VII.F.2 hereof, each Released Party and its Affiliates shall be deemed to have released the Releasing Parties, the Estate, and the Debtors from any and all Claims or Causes of Action arising from or related to their relationship with the Debtors or the Chapter 11 Cases, but not, for the avoidance of doubt, Professional Fee Claims or rights to enforce this Plan. For the avoidance of doubt, and notwithstanding anything herein to the contrary, in no event shall an Entity that appropriately marks a Ballot to opt out of the third party release

⁴ For voting purposes only, subject to the tabulation rules (“Tabulation Rules”).

provided in Section VII.F.2 hereof and returns such Ballot in accordance with the Solicitation Procedures Order be a Released Party, except that a member of the Committee who either holds a Claim that has opted out of the Third Party Release or represents a Claim that has opted out of the Third Party Release shall be a Released Party only in his or her capacity as a member of the Committee.

(b) Section VII.F.2 of the Plan provides:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS' PRESENT OR FORMER ASSETS, THE RELEASED PARTIES' INTERESTS IN OR MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

ENTRY OF THE CONFIRMATION ORDER SHALL CONSTITUTE THE COURT'S APPROVAL, PURSUANT TO BANKRUPTCY RULE 9019, OF THE THIRD PARTY RELEASE, WHICH INCLUDES BY REFERENCE EACH OF

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

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

THE FOREGOING RELEASE AS TO THE LAPIS PARTIES IS AN INTEGRAL COMPONENT OF THE SENIOR DEBT 9019 SETTLEMENT. PURSUANT TO § 1123(B)(3)(A) AND THE SENIOR DEBT 9019 SETTLEMENT, AS OF THE EFFECTIVE DATE, FOR GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY OF WHICH IS HEREBY CONFIRMED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH HOLDER OF ANY CLAIM SHALL BE DEEMED TO FOREVER RELEASE, WAIVE, AND DISCHARGE ALL CLAIMS, OBLIGATIONS, SUITS, JUDGMENTS, DAMAGES, DEMANDS, DEBTS, RIGHTS, CAUSES OF ACTION, AND LIABILITIES WHATSOEVER, AGAINST THE LAPIS PARTIES ARISING FROM OR RELATED TO THE LAPIS PARTIES' PRE- AND/OR POST-PETITION ACTIONS, OMISSIONS OR LIABILITIES, TRANSACTION, OCCURRENCE, OR OTHER ACTIVITY OF ANY NATURE EXCEPT FOR AS PROVIDED IN THIS PLAN OR THE CONFIRMATION ORDER IF YOU HAVE NOT VOTED TO ACCEPT THE PLAN, YOU MAY OPT OUT OF THE RELEASE BY HOLDERS OF CLAIMS (REFERRED TO HEREIN AS THE "THIRD PARTY RELEASE") PROVIDED IN SECTION VII.F.2 OF THE PLAN BY CHECKING THE BOX BELOW AND YOU WILL NOT BE BOUND BY SUCH RELEASE. CHECK THE BOX BELOW IF YOU ELECT NOT TO GRANT THE THIRD PARTY RELEASE CONTAINED IN SECTION VII.F.2 OF THE PLAN. IF YOU CAST MORE THAN ONE BALLOT AND YOU WISH TO OPT OUT OF THE THIRD PARTY RELEASE, YOU MUST CHECK THE OPT OUT BOX ON ALL BALLOTS. IF YOU DO NOT CHECK THE OPT OUT BOX ON ALL BALLOTS, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE RELEASE.

You may elect to opt out of the Third Party Release if you voted to accept the Plan in Item 1. If you voted to reject the Plan in Item 1, you are automatically deemed to opt out of the Third Party Release.

The Holder of the Claims set forth in Item 1 elects to:

Opt Out of the Third Party Release

Item 3. Acknowledgments. By signing this Ballot, the undersigned acknowledges receipt of the Disclosure Statement and the other applicable solicitation materials and certifies that the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of the claimant. The undersigned understands that an otherwise properly completed, executed and timely returned Ballot that does not indicate either acceptance or rejection of the Plan or indicates both acceptance and rejection of the Plan will not be counted.

Name of Creditor

Signature

If by Authorized Agent, Name and Title

Name of Institution

Street Address

City, State, Zip Code

Telephone Number

Email Address

Date Completed

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

- (a) **In the boxes provided in Item 1 of the Ballot, please indicate either acceptance or rejection of the Plan.** Complete the Ballot by providing all the information requested in Items 1, 2 and 3, and sign, date and return the Ballot to the Debtors by ONLY ONE of the following approved return methods:

- By U.S. First Class Mail or Hand Delivery or Overnight Mail to:

Astria Ballot Processing Center
c/o Kurtzman Carson Consultants LLC
222 North Pacific Coast Highway, Suite 300
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

- Alternatively, to submit your Ballot via the Balloting Agent’s online balloting portal, visit <http://www.kccllc.net/astriahealth>. Click on the “Submit E-Ballot” section of the website and follow the instructions to submit your Ballot.

IMPORTANT NOTE: You will need the following information to retrieve and submit your customized electronic Ballot:

Unique E-Ballot ID#: _____

PIN#: _____

The Balloting Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Notice and Claims Agent’s online portal should NOT also submit a paper Ballot.

- (b) **Ballots must be received by KCC on or before December 4, 2020 at 4:00 p.m. (Pacific Time)** (the “Voting Deadline”). If a Ballot is received after the Voting Deadline, it will not be counted (even if post-marked prior to the Voting Deadline), except in the Debtors’ discretion with the consent of the Committee. An envelope addressed to KCC is enclosed for your convenience (which address may differ from the address above). Ballots transmitted to anyone other than KCC, above, and/or transmitted to KCC by facsimile, electronic mail, or other means not specifically approved by the Bankruptcy Court, may be accepted by the Plan Proponents, after consultation with the Committee, on a case-by-case basis. If neither the “accept” nor “reject” box is checked in Item 1 for an otherwise properly completed, executed and timely returned Ballot, the Ballot will not be counted.
- (c) You must vote all your Claims within a single Class under the Plan either to accept or reject the Plan. Accordingly, if you return more than one Ballot voting different Claims within a single Class under the Plan and the Ballots are not voted in the same manner, those Ballots will not be counted. An otherwise properly executed Ballot that attempts to partially accept and partially reject the Plan likewise will not be counted. Further, inconsistent duplicate Ballots with respect to the same claim shall not be counted.
- (d) Your Claim has been temporarily allowed solely for purposes of voting to accept or reject the Plan in accordance with certain Tabulation Rules approved by the Bankruptcy Court. The Tabulation Rules are set forth in the Disclosure Statement Order. The temporary allowance of claims for voting purposes does not constitute an allowance of claims for purposes of distribution under the Plan and is without prejudice to the rights of the Debtors, the Committee, or any other party-in-interest in any other context, including, without limitation, to contest the amount or validity of any claim for purposes of allowance under the Plan. More specifically, the Debtors (or the Committee) may object to any Claim (as defined in section 101(5) of the Bankruptcy Code) solely

for Plan voting purposes by filing a determination motion (the “Determination Motion”), no later than the Voting Objection Deadline. If an objection to a Claim (made by way of a Determination Motion or otherwise) is filed by the Debtors or the Committee, on or before the Voting Objection Deadline requesting that such Claim be reduced or reclassified, such claimant’s Ballot shall, subject to such claimant’s right to file a responsive pleading (including, but not limited to, a Claims Estimation Motion (as defined below) as set forth herein, be counted in such reduced amount or as falling into the reclassified category, unless otherwise ordered by the Court. Further, if you have cast a Ballot and if you have timely filed a Proof of Claim (or have otherwise had a Proof of Claim deemed timely filed by the Bankruptcy Court under applicable law), but your Claim is the subject of an objection (made by way of a Determination Motion or otherwise) filed no later than the Voting Objection Deadline, your Ballot will not be counted to the extent it is challenged by the objection, unless such claim is temporarily allowed by the Bankruptcy Court for voting purposes pursuant to Rule 3018(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) after the creditor files a motion for such temporary allowance (the “Claims Estimation Motion”). If you seek to have your Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a), you are required to file a Claims Estimation Motion for such temporary allowance by the later of (i) the Voting Objection Deadline or (ii) if such Claim is the subject of an objection or a Determination Motion, seven (7) days after the filing of the applicable objection or Determination Motion. In the event that a Determination Motion or Claims Estimation Motion is filed, and the non-moving party wants to file a reply to the motion, such reply must be filed by the later of (i) the Voting Objection Deadline, or (ii) seven (7) days after the filing of the applicable motion (the “Voting Objection Reply Deadline”). A hearing will be scheduled (subject to the Bankruptcy Court’s availability) on such motion within seven (7) days of the Voting Objection Reply Deadline but in no event later than the Confirmation Hearing. The ruling by the Bankruptcy Court on any Determination Motion or Claims Estimation Motion shall be a ruling with respect to the allowance of the Claim(s) under Bankruptcy Rule 3018 and such Claim(s) will be counted, for voting purposes only, in the amount determined by the Bankruptcy Court. In the event a claimant reaches an agreement with the Plan Proponents, in consultation with the Committee, as to the treatment of a Claim for voting purposes, the Claim may be treated in such manner.

- (e) The Ballot does not constitute and will not be deemed a Proof of Claim or an assertion of a Claim.
- (f) If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, the latest received properly completed Ballot will supersede any prior received Ballots.
- (g) NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.
- (h) PLEASE RETURN YOUR BALLOT PROMPTLY. BALLOTS TRANSMITTED BY E-MAIL, FACSIMILE OR OTHER MEANS NOT SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT, MAY BE ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.
- (i) IF YOU HAVE RECEIVED A DAMAGED BALLOT, HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS AT

Kurtzman Carson Consultants LLC
Suite 300
222 North Pacific Coast Highway
El Segundo, California 90245-5614
+1 (877) 726-6508 (U.S./Canada)
+1 (424) 236-7248 (International)

DO NOT CONTACT THE DEBTORS OR KCC FOR LEGAL ADVICE. THE DEBTORS AND KCC CANNOT AND WILL NOT PROVIDE PARTIES WITH LEGAL ADVICE.

NOTICE REGARDING CERTAIN RELEASE, EXCULPATION, INJUNCTION AND NON-RECOURSE PROVISIONS IN THE PLAN

PLEASE BE ADVISED THAT SECTIONS VII.A, B, C, E, F, G and H OF THE PLAN CONTAIN CERTAIN DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS, INCLUDING:

Section VII.A of the Plan contains the following Discharge:

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

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

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

Section VII.B of the Plan contains the following Compromise and Settlement of Claims, Interests, and Controversies:

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, and except as otherwise specifically provided in the Plan or in any contract, instrument, or other agreement or document created pursuant to the Plan, the distributions, rights, and treatment that are provided in the Plan shall be in complete settlement, compromise, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, including, but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtor or any of its assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan

on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability to the extent such Claims or Interests relate to services performed by employees of the Debtor before the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or 502(i), in each case whether or not: (a) a Proof of Claim or proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to § 501; (b) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to § 502; or (c) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtor or its Affiliates with respect to any Claim or Interest that existed immediately before or on account of the filing of the Chapter 11 Case shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the settlement, compromise, and release of all Claims and Interests, subject to the Effective Date occurring.

Section VII.C of the Plan contains the following Release of Liens:

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

Section VII.E of the Plan contains the following Exculpation:

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

Section VII.F.2 of the Plan contains the following Releases:

ON THE EFFECTIVE DATE OF THE PLAN AND TO THE FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE RELEASING PARTIES SHALL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY AND INDIVIDUALLY AND COLLECTIVELY, RELEASED AND ACQUITTED THE RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS, CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF ACTION, REMEDIES AND LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, MATURED OR UNMATURED, EXISTING OR HEREAFTER ARISING, IN LAW, EQUITY, CONTRACT, TORT OR OTHERWISE, THAT SUCH HOLDER (WHETHER INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR RELATING TO, OR IN ANY MANNER ARISING FROM OR RELATED IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS’ PRESENT OR FORMER ASSETS, THE RELEASED PARTIES’ INTERESTS IN OR

MANAGEMENT OF THE DEBTORS, THE BUSINESS OR CONTRACTUAL ARRANGEMENTS BETWEEN THE DEBTORS AND ANY RELEASED PARTY, THE PLAN, THE DISCLOSURE STATEMENT, THESE CHAPTER 11 CASES, OR ANY RESTRUCTURING OF CLAIMS OR INTERESTS UNDERTAKEN PRIOR TO THE EFFECTIVE DATE, INCLUDING THOSE THAT THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST WOULD HAVE BEEN LEGALLY ENTITLED TO ASSERT OR THAT ANY HOLDER OF A CLAIM AGAINST OR INTEREST IN THE DEBTORS OR ANY OTHER ENTITY COULD HAVE BEEN LEGALLY ENTITLED TO ASSERT DERIVATIVELY OR ON BEHALF OF THE DEBTORS OR THEIR ESTATES, EXCEPT FOR (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE RELEASING PARTIES SHALL INCLUDE (A) THE RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE PROVIDED BY THIS SECTION PURSUANT TO A DULY EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN, (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH BALLOT IN ACCORDANCE WITH THE SOLICITATION PROCEDURES ORDER, BE A RELEASING PARTY.

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

NOTWITHSTANDING ANY PROVISION HEREIN, THERE SHALL BE NO RELEASE OR EXCULPATION BY OR INJUNCTION AGAINST ANY COMMITTEE MEMBER HOLDING A CLAIM OR REPRESENTING A CLAIMANT THAT HAS OPTED OUT OF THE THIRD PARTY RELEASE OR HAS NOT VOTED ON THE PLAN, EXCEPT SOLELY IN SUCH COMMITTEE MEMBER'S CAPACITY AS SUCH.

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

Section VII.G of the Plan contains the following Injunction:

EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.1 HEREOF;

(3) HAVE BEEN RELEASED PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5) ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE, FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, INCLUDING ON ACCOUNT OF ANY CLAIMS, INTERESTS, CAUSES OF ACTIONS, OR LIABILITIES THAT HAVE BEEN COMPROMISED OR SETTLED AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF ANY ENTITY, DIRECTLY OR INDIRECTLY, SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (B) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C) CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM, OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATES OF THE DEBTORS OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES UNLESS SUCH ENTITY HAS TIMELY ASSERTED SUCH SETOFF OR SUBROGATION RIGHT PRIOR TO CONFIRMATION IN A DOCUMENT FILED WITH THE COURT EXPLICITLY PRESERVING SUCH SETOFF OR SUBROGATION; AND (E) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE DEBTORS, THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED, COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF ACTION, OR LIABILITIES RELEASED, SETTLED, OR COMPROMISED PURSUANT TO THE PLAN; PROVIDED THAT NOTHING CONTAINED IN THE PLAN SHALL PRECLUDE AN ENTITY FROM OBTAINING BENEFITS DIRECTLY AND EXPRESSLY PROVIDED TO SUCH ENTITY PURSUANT TO THE TERMS OF THE PLAN; *PROVIDED, FURTHER, THAT NOTHING CONTAINED IN THE PLAN SHALL BE CONSTRUED TO PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS OBJECTIONS OR COLLECTION ACTIONS WHETHER BY ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE EXTENT PERMITTED BY LAW.*

Section VII.H of the Plan contains the following Waiver of Statutory Limitations on Releases:

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER THIS SECTION) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, THEY HAVE CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW

WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY. THE RELEASES CONTAINED IN THIS SECTION ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

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

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

THE DISCHARGE, RELEASE, EXCULPATION, INJUNCTION, AND WAIVER PROVISIONS ARE FOUND IN SECTIONS VII.A, B, C, E, F, G AND H OF THE PLAN. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THESE PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

EXHIBIT B

TO ALL GENERAL UNSECURED CREDITORS OF ASTRIA HEALTH, *ET AL.*

Re: In re Astria Health, *et al.*
Case No. 19-01189-11 (Jointly Administered)
U.S. Bankruptcy Court for the Eastern District of Washington

We write on behalf of the Official Committee of Unsecured Creditors (the “Committee”) in these cases. On November 6, 2020 the United States Bankruptcy Court for the Eastern District of Washington approved the Disclosure Statement Relating to the First Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Affiliates (the “Disclosure Statement”) filed by Astria Health and its affiliated debtors (collectively, the “Debtors”)¹ and Lapis Advisers, LP as lender under the Debtors’ debtor in possession facility in the Chapter 11 Cases, agent under the Debtors’ prepetition credit agreement, and as investment advisor and investment manager for certain funds which are beneficial holders of those certain Washington Health care Facilities Authority Revenue Bonds (collectively, the “Lapis Parties,” and collectively with the Debtors, the “Plan Proponents”).

The Committee requests your acceptance of the First Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Debtor Affiliates (the “Plan”) filed by the Plan Proponents. In order that you may make an informed decision regarding the Plan, the Plan Proponents have provided the following for your review and action:

1. Disclosure Statement;
2. Plan;
3. Ballot with instructions (“Ballot”); and
4. Order Approving Joint Motion for an Order Approving: (i) Proposed Disclosure Statement; (ii) Solicitation and Voting Procedures; (iii) Notice and Objection Procedures for Confirmation of Joint Plan of Reorganization; and (iv) Granting Related Relief.

The Committee believes that the Plan provides general unsecured creditors with the opportunity to maximize their recovery. The Committee further believe that, if the Debtors’ estates were liquidated under chapter 7 of the Bankruptcy Code, the holders of allowed general unsecured claims would receive a materially reduced recovery.

The Committee has concluded that the Plan provides fair and equitable treatment to general unsecured creditors and, as set forth above, that approval will enable general unsecured creditors to receive substantially more than they would otherwise receive. The Committee therefore requests your support and urges you to complete the enclosed Ballot indicating your acceptance of the Plan.

¹ In addition to Astria Health, the debtors in these cases are (i) Glacier Canyon, LLC; (ii) Kitchen and Bath Furnishings, LLC; (iii) Oxbow Summit, LLC; (iv) SHS Holdco, LLC; (v) SHC Medical Center – Toppenish; (vi) SHC Medical Center – Yakima; (vii) Sunnyside Community Hospital Association; (viii) Sunnyside Community Hospital Home Medical Supply, LLC; (ix) Sunnyside Home Health; (x) Sunnyside Professional Services, LLC; (xi) Yakima Home Care Holdings, LLC; and (xii) Yakima HMA Home Health, LLC.

In order for your Ballot to be counted, it must be received by Astria Ballot Processing Center c/o Kurtzman Carson Consultants LLC, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 **no later than 4:00 p.m. (Pacific Time) on December 4, 2020** (the “Voting Deadline”).

Alternatively, Ballots may be submitted via electronic, online transmissions, solely through a customized online balloting portal at <https://www.kccclcc.net/astriahealth>.

The Court has set a hearing to consider confirmation of the Plan for **December 18, 2020 at 10:00 a.m. (Pacific Time)**.

We thank you for your support.

Dated: November [*], 2020

Very truly yours,

/s/ Andrew H. Sherman
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