

IN RE:

Lead Case No. 19-01189-11

Jointly Administered

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


[RELATED DOCKET NO. 1986]

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), SHC Holdco, LLC (19-01196-11), SHC Medical Center-Toppenish (19-01190-11), SHC Medical Center-Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-19-01200-11).

Confirmation Order

DENTONS US LLP BUSH KORNFIELD LLP



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Astria Health, a Washington nonprofit public benefit corporation (“**Astria**”), and the above-referenced affiliated debtors and debtors in possession (collectively, the “**Debtors**”), in the above-referenced chapter 11 cases (the “**Chapter 11 Cases**”) and 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, Series 2017a Bonds and the Series 2017b Bonds (collectively the “**Lapis Parties**” and, together with the Debtors, the “**Plan Proponents**”), having proposed the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and Its Debtor Affiliates* [Docket No. 1986] (the “**Plan**”);² the Court having conducted a hearing to consider confirmation of the Plan (“**Confirmation**”) on December 18, 2020 (the “**Confirmation Hearing**”); the Court having considered: (i)(a) the *Certificate of Service of Leanne V. Rehder re: Solicitation Materials Served on November 14, 2020* [Docket No. 2012] (the “**KCC Certificate of Service**”); (b) the *Supplemental Certificate of Service of Heather Fellows re: Solicitation Materials*

² All capitalized terms used but not defined herein have the meanings given to them in the Plan.

1 Served on or Before December 3, 2020 [Docket No. 2090] (together with Docket No.
2 2012, the “**KCC Certificates of Service**”); (c) the *Certification of Leanne V. Rehder*
3 *Scott with Respect to the Tabulation of Votes on the Second Amended Joint Chapter*
4 *11 Plan of Astria Health and Its Debtor Affiliates* [Docket No. ____] (the “**Voting**
5 **Declaration**”), (d) the *Certificate of Publication of the Notice of (I) Approval of the*
6 *Disclosure Statement, (II) Deadline for Voting on the Plan, (III) Hearing to Consider*
7 *Confirmation of the Plan, and (IV) Deadline for Filing Objections to Confirmation*
8 *of the Plan in USA Today* [Docket No. 2026], and (e) the *Certificate of Publication*
9 *of the Notice of (I) Approval of the Disclosure Statement, (II) Deadline for Voting on*
10 *the Plan, (III) Hearing to Consider Confirmation of the Plan, and (IV) Deadline for*
11 *Filing Objections to Confirmation of the Plan in Yakima Herald Republic, Inc.*
12 [Docket No. 2027] (together with Docket No. 2026, the “**KCC Certificates of**
13 **Publication**”), each admitted into evidence at the Confirmation Hearing; (ii) the
14 arguments of counsel presented at the Confirmation Hearing, (iii) the *Memorandum*
15 *of Law in Support of Confirmation of Second Amended Joint Chapter 11 Plan and*
16 *Response to Objections* (the “**Confirmation Brief**”) [Docket No. 2124]; (iv) the
17 additional responses and supplements filed in support of the Plan and Confirmation
18 Brief [Docket Nos. 2003, 2007, 2043, 2082]; and (v) the objections [Docket Nos.
19 2065, 2066, 2068, 2077, 2079, 2125] (the “**Objections**”) to the Plan, and any
20 withdrawals or settlements thereof; and the Court having taken judicial notice of the
21 entire docket of the Debtors’ Chapter 11 Cases maintained by the Clerk of the Court

Confirmation Order

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1 and/or its duly appointed agent, and all pleadings and other documents filed, all
2 orders entered, and evidence and arguments made, proffered, or adduced at the
3 hearings held before the Court during the pendency of the Chapter 11 Cases; and the
4 Court having found that due and proper notice has been given with respect to the
5 Confirmation Hearing and the deadlines and procedures for filing objections to the
6 Plan; and the Court having heard the statements and arguments made by counsel in
7 respect of Confirmation of the Plan, and all objections to Confirmation (including,
8 without limitation, any of the settlements to be approved pursuant to the Plan) having
9 been withdrawn, resolved as stated on the record or overruled; and the appearance of
10 all interested parties having been duly noted in the record of the Confirmation
11 Hearing; and upon the record of the Confirmation Hearing, and after due deliberation
12 thereon, and sufficient cause appearing therefor;

13 **I. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

14 IT IS HEREBY FOUND AND CONCLUDED, that:³

15 _____
16 ³ The findings of fact and conclusions of law set forth herein shall constitute findings
17 of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable
18 to this proceeding by Bankruptcy Rule 9014. To the extent any of the orders of this
19 Bankruptcy Court constitute findings of fact or conclusions of law, they are adopted
20 as such. To the extent any of the findings of fact or conclusions of law constitute an
21 order of this Bankruptcy Court, they are adopted as such.

1 **JURISDICTION AND VENUE**

2 A. The Court has jurisdiction over this matter and these Chapter 11 Cases
3 pursuant to 28 U.S.C. § 1334.

4 B. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C.
5 § 157(b)(2)(L), this Court has jurisdiction to enter a final order with respect thereto,
6 and this Court's exercise of such jurisdiction is constitutional in all respects. The
7 Court has exclusive jurisdiction to determine whether the Plan complies with the
8 applicable provisions of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.*
9 as amended (the "**Bankruptcy Code**"),⁴ and should be confirmed.

10 C. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

11 D. The Debtors are proper Debtors under § 109, and the Plan Proponents
12 are proper proponents of the Plan under § 1121(a).

13 **COMPLIANCE WITH BANKRUPTCY RULE 3016 and LBR 3017-1**

14 E. The Plan is dated and identifies the entities submitting and filing it,
15 thereby complying with Bankruptcy Rule 3016(a). Section 1.39 of the Plan expressly
16 defines "Consummation" as "the occurrence of the Effective Date," and Section

17 _____
18 ⁴ All references to "§" are to sections of the Bankruptcy Code; all references to
19 "**Bankruptcy Rules**" are to provisions of the Federal Rules of Bankruptcy Practice;
20 all references to "**LBR**" are to provisions of the Local Bankruptcy Rules of the United
21 States Bankruptcy Court for the Eastern District of Washington.

1 III.AA expressly lists the conditions to occurrence of the Effective Date, thereby
2 complying with LBR 3017-1(d)(1). The filing of the Disclosure Statement complied
3 with Bankruptcy Rule 3016(b) and LBR 3017-1(a).

4 **PROPER NOTICE**

5 F. As described below and as evidenced by the KCC Certificates of Service
6 and KCC Certificates of Publication, due, adequate and sufficient notice of the
7 Disclosure Statement, the Plan, the Plan Supplement, and the Confirmation Hearing,
8 together with all deadlines for voting on or objecting to the Plan and with respect to
9 confirmation was given in compliance with applicable law, including, without
10 limitation, the Bankruptcy Rules, and no other or further notice is or shall be required.

11 **STANDARDS FOR CONFIRMATION UNDER § 1129 OF THE**
12 **BANKRUPTCY CODE**

13 G. The Plan Proponents have met their burden of proving the elements of
14 §§ 1129(a) and 1129(b) by a preponderance of the evidence, which is the applicable
15 evidentiary standard for confirmation of the Plan. Further, the Plan Proponents have
16 proven the elements of §§ 1129(a) and 1129(b) by clear and convincing evidence.
17 The evidentiary record of the Confirmation Hearing supports the findings of fact and
18 conclusions of law set forth in the following paragraphs.

19 H. **§ 1129(a)(1)**. The Plan complies with each applicable provision of the
20 Bankruptcy Code. Pursuant to §§ 1122(a) and 1123(a)(1), Section II of the Plan
21 provides for the separate classification of Claims into eight Classes or Sub Classes,

1 based on reasonable and appropriate differences in the legal nature or priority of such
2 Claims (other than Administrative Claims, Priority Tax Claims, Professional Fee
3 Claims, and DIP Claims, which are addressed in Section II.D of the Plan and which
4 are not required to be designated as separate Classes pursuant to § 1123(a)(1)). In
5 particular, the Plan complies with the requirements of §§ 1122 and 1123 as follows:

6 1. In accordance with § 1122(a), Section II of the Plan classifies
7 each Claim against the Debtors into a Class containing only
8 substantially similar Claims;

9 2. In accordance with § 1123(a)(1), Section II of the Plan properly
10 classifies all Claims that require classification. Separate classification
11 was not done for any improper purpose and does not unfairly
12 discriminate between or among holders of Claims;

13 3. In accordance with § 1123(a)(2), Section II of the Plan properly
14 identifies and describes each Class of Claims that is not Impaired under
15 the Plan;

16 4. In accordance with § 1123(a)(3), Section II of the Plan properly
17 identifies and describes the treatment of each Class of Claims that is
18 Impaired under the Plan;

19 5. In accordance with § 1123(a)(4), the Plan provides the same
20 treatment for each Claim within a particular Class unless the holder of
21 such a Claim has agreed to less favorable treatment;

6. In accordance with § 1123(a)(5), the Plan, including the Plan
Supplement, provides, in detail, adequate and proper means for its
implementation;

7. In accordance with § 1123(a)(6), i.e., that, if a debtor is a
corporation, its plan must prohibit the issuance of nonvoting equity
securities, the Debtors, as nonprofit entities, will not issue any stock or

1 other securities under the Plan and therefore the Plan comports with §
2 1123(a)(6);

3 8. In accordance with § 1123(a)(7), the provisions of the Plan
4 regarding the manner of selection of directors of Reorganized Debtors
5 are consistent with the interests of creditors and equity security holders
6 (of which there are none) and with public policy;

7 9. In accordance with § 1123(b)(1), Section II of the Plan impairs or
8 leaves unimpaired, as the case may be, each Class of Claims;

9 10. In accordance with § 1123(b)(2), Section IV.B of the Plan
10 provides for the rejection of the executory contracts and unexpired
11 leases of the Debtors that have not been identified on the Schedule of
12 Assumed Agreements, previously assumed, assumed and assigned, or
13 rejected pursuant to § 365 and orders of the Court;

14 11. In accordance with §§ 363 and 1123(b)(3) and Bankruptcy Rule
15 9019 and LBR 9019-1, Section VII.B of the Plan provides for the good
16 faith compromise and settlement of all Claims, Interests, and
17 controversies relating to the contractual, legal, and subordination rights
18 that a holder of any Claim may have with respect to any Allowed Claim
19 or any distribution to be made on account of such an Allowed Claim,
20 including, but not limited to, approval of the Senior Debt 9019
21 Settlement and the Committee Plan Settlement as set forth in Section III
of the Plan. The Plan further provides, in accordance with § 1123(b)(3),
that the Reorganized Debtors, the GUC Distribution Trust, and/or the
Liquidating Trust, as applicable, will retain and may directly or through
the Liquidating Trustee enforce any claims, demands, rights, defenses
and Causes of Action that any Debtors may hold against any entity, to
the extent not expressly released under the Plan;

12 12. In accordance with § 1123(b)(5), Section II of the Plan modifies
13 or leaves unaffected, as the case may be, the rights of holders of Claims
14 in Classes 1 through 4A;

13. In accordance with § 1123(b)(6), the Plan includes additional appropriate provisions that are not inconsistent with applicable provisions of the Bankruptcy Code; and

14. In accordance with § 1123(d), Section IV.A of the Plan provides for the satisfaction of cure amounts associated with each Executory Agreement to be assumed pursuant to the Plan in accordance with § 365(b)(1). All cure amounts will be determined in accordance with the underlying agreements and applicable law.

I. **§ 1129(a)(2)**. The Plan Proponents have complied with all applicable provisions of the Bankruptcy Code as required by § 1129(a)(2), including §§ 1122, 1123, 1124, 1125, 1126, 1127, and 1128, Bankruptcy Rules 3017, 3018, and 3019, and LBR 3017-1 and 3018-1, and all other applicable rules, laws and regulations with respect to the Plan and the solicitation of acceptances or rejections thereof. In particular, acceptances or rejections of the Plan were solicited in good faith and in compliance with the requirements of §§ 1125 and 1126 as follows:

1. In compliance with the *Order Granting Joint Motion for an Order Approving (I) Disclosure Statement; (II) Solicitation and Voting Procedures; (III) Notice Procedures; (IV) Notice and Objection Procedures for Confirmation of Joint Plan of Reorganization; and (V) Granting Related Relief* entered on November 12, 2020 [Docket No. 1991] (the “**Disclosure Statement Order**”), on November 14, 2020, the Plan Proponents, through their claims and noticing agent, Kurtzman Carson Consultants LLC (“**KCC**”), caused copies of the following materials to be served on all holders of Claims in Classes that were entitled to vote to accept or reject the Plan (i.e., Claims in Classes 2A through 4A); *see* KCC Certificate of Service, at ¶¶ 5-10; Voting Declaration, at ¶ 6:

- a written notice (the “**Confirmation Hearing Notice**”) of (a) the Court’s approval of the Disclosure Statement, (b) the voting

1 deadline, (c) the date and time of the Confirmation Hearing, and
2 (d) the Confirmation objection deadline and procedures;

- 3 • the Disclosure Statement (together with the exhibits thereto,
4 including the Plan and the Disclosure Statement Order) in
5 electronic format; and
6
7 • the appropriate form of Ballot with a postage prepaid return
8 envelope.

9 2. In compliance with the Disclosure Statement Order, on
10 November 14, 2020, the Plan Proponents, through KCC, caused a copy
11 of the notice of non-voting status to be served on all holders of Claims
12 and Interests in the non-voting classes (i.e., Class 1) or otherwise
13 unclassified. *See* KCC Certificate of Service, at ¶ 1; Voting Declaration,
14 at ¶ 6.

15 3. In compliance with the Disclosure Statement Order, on
16 November 14, 2020, the Plan Proponents, through KCC, caused a copy
17 of the Confirmation Hearing Notice to be served on all parties in the
18 creditor database maintained by KCC not otherwise served pursuant to
19 paragraphs 1 and 2 above, including, but not limited to, (a) all non-
20 Debtor parties to Executory Contracts, and (b) all holders of
21 Administrative Claims and Priority Tax Claims. *See* Voting Declaration
at ¶ 6.

4. In compliance with the Disclosure Statement Order, on
November 14, 2020, the Plan Proponents, through KCC, caused copies
of the Disclosure Statement (together with the exhibits thereto,
including the Plan and the Disclosure Statement Order) and the
Confirmation Hearing Notice, to be served on the parties who have
requested notice of pleadings in this case. *See* KCC Certificate of
Service Affidavit, at ¶¶ 11-12.

5. On the dates indicated below, the Plan Proponents filed (and
made available on the Debtors' restructuring website at
<http://www.kccllc.net/AstriaHealth>) the following Plan Supplement
documents:

- 1 (a) the Schedule of Assumed Agreements, filed on November
2 25, 2020 [Docket No. 2043], as amended on December 4,
3 2020 [Docket No. 2082];
- 4 (b) the Schedule of Insurance Policies, filed on November 25,
5 2020 [Docket No. 2043];
- 6 (c) the List of directors for Reorganized Debtors, filed on
7 November 25, 2020 [Docket No. 2043];
- 8 (d) Exchange Debt Documents, filed on November 25, 2020
9 [Docket No. 2043];
- 10 (e) the GUC Distribution Trust Agreement, filed on November
11 25, 2020 [Docket No. 2043];
- 12 (f) the Liquidation Trust Agreement, filed on November 25,
13 2020 [Docket No. 2043];
- 14 (g) the Term Sheet, filed on November 25, 2020 [Docket No.
15 2043];
- 16 (h) the D&O Cause of Action Agreement, filed on November
17 25, 2020 [Docket No. 2043]; and
- 18 (i) Revised Financial Projections, filed on November 25, 2020
19 [Docket No. 2043].

20 6. Section III.I of the Plan provides that the Reorganized Debtors
21 will provide management for the Hospitals after the Effective Date. AH
Systems will serve as the sole member of the Reorganized Debtors and
it is expected that all AHM employees currently serving as officers or
employees of the Debtors will be offered employment by AH System.
Further, the Debtors filed a Plan Supplement which identified the new
directors for the Reorganized Debtors [Docket No. 2043, Exhibit C].
Accordingly, the Plan satisfies the requirements of § 1129(a)(5).

1 7. In the interest of clarifying and consensually resolving
2 outstanding issues and informal objections to confirmation of the Plan,
3 the Plan Proponents have made certain non-material modifications to
4 the Plan (the “**Non-Material Modifications**”) as set forth more fully in
5 the Confirmation Brief and related Plan Supplements.

6 8. The Confirmation Hearing Notice provided due and proper notice
7 of the Confirmation Hearing and all relevant dates, deadlines,
8 procedures and other information relating to the Plan and/or the
9 solicitation of votes thereon, including, without limitation, the voting
10 deadline, the objection deadline, the time, date and place of the
11 Confirmation Hearing and the release provisions in the Plan.

12 9. All persons entitled to receive notice of the Disclosure Statement,
13 the Plan, and the Confirmation Hearing have received proper, timely
14 and adequate notice in accordance with the Disclosure Statement Order,
15 applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and
16 LBR, and have had an opportunity to appear and be heard with respect
17 thereto.

18 10. The Plan Proponents solicited votes with respect to the Plan in
19 good faith and in a manner consistent with the Bankruptcy Code, the
20 Bankruptcy Rules, and the Disclosure Statement Order. Accordingly,
21 the Plan Proponents are entitled to the protections afforded by § 1125(e)
and the exculpation provisions set forth in Section VII.E of the Plan.

11. Claims in Class 1 under the Plan are unimpaired, and such Class
is deemed to have accepted the Plan pursuant to § 1126(f).

12. The Plan Proponents solicited votes on the Plan by all Classes of
Impaired Claims that were entitled to vote pursuant to the Bankruptcy
Code, the Bankruptcy Rules, and the Disclosure Statement Order (i.e.,
Classes 2A through 4A). *See* Voting Declaration, at ¶ 11 and Exhibit A
thereto. The Plan was voted on by all but one Class of Impaired Claims
that was entitled to vote, none of whose members submitted a completed
Ballot (Class 4A). *Id.*

1 13. KCC has made a final determination of the validity of, and
2 tabulation with respect to, all acceptances and rejections of the Plan by
3 holders of Claims entitled to vote on the Plan, including the amount and
4 number of accepting and rejecting Claims in Classes 2A through 4A
5 under the Plan. *See* Voting Declaration, at ¶ 11 and Exhibit A thereto.

6 14. Each of Classes 2A, 2B, 2C, 3, and 4 has accepted the Plan
7 because holders of Claims in such Classes of at least two-thirds in
8 amount and a majority in number of the Claims in such Classes actually
9 voted to accept the Plan. *See* Voting Declaration, at ¶ 12 and Exhibit A
10 thereto. No holders of any Claim in Class 4A submitted a vote to accept
11 or reject the Plan. *Id.*

12 J. **Section 1129(a)(3).** The Plan has been proposed in good faith and not
13 by any means forbidden by law. The Chapter 11 Cases were filed in good faith and
14 consistent with the purposes of the Bankruptcy Code. The Plan fairly achieves a
15 result consistent with the objectives and purposes of the Bankruptcy Code. In so
16 finding, the Court has considered the totality of the circumstances in these Chapter
17 11 Cases. The Plan is the result of extensive good-faith, arms' length negotiations
18 by and among the Plan Proponents and certain of their principal constituencies, and
19 their respective representatives, and reflects substantial input from the principal
20 constituencies having an interest in the Chapter 11 Cases and, as evidenced by the
21 overwhelming acceptance of the Plan, achieves the goal of a consensual chapter 11
plan pursuant to the requirements of the Bankruptcy Code. The Plan Proponents and
each of their respective officers, directors, employees, advisors, and professionals (i)
acted in good faith in negotiating, formulating, and proposing, where applicable, the
Plan and agreements, compromises, settlements, transactions, and transfers

1 contemplated thereby, and (ii) will be acting in good faith in proceeding to (a)
2 consummate the Plan and the agreements, compromises, settlements, transactions,
3 transfers, and documentation contemplated by the Plan, including, but not limited to,
4 the Plan Supplement documents, and (b) take any actions authorized and directed or
5 contemplated by this Order. Thus, the Plan satisfies the requirements of § 1129(a)(3).

6 K. § 1129(a)(4). The Plan provides that Professional Fee Claims submitted
7 by professionals for services incurred prior to the Effective Date will be entitled to
8 payment only if they are approved by, or are subject to the approval of, the
9 Bankruptcy Court as reasonable, thereby satisfying the requirements of § 1129(a)(4).

10 L. § 1129(a)(5). The Plan Proponents have disclosed the identities of the
11 directors of the new directors for the Reorganized Directors. [See Docket No. 2043,
12 Exhibit C]. The Plan Proponents have therefore satisfied the requirements of §
13 1129(a)(5).

14 M. § 1129(a)(6). The Plan does not provide for any changes in rates that
15 require regulatory approval of any governmental agency and therefore, the
16 requirements of § 1129(a)(6) are inapplicable to confirmation of the Plan.

17 N. § 1129(a)(7). The liquidation analysis set forth in Exhibit A to the
18 Disclosure Statement and other evidence proffered or adduced at or prior to the
19 Confirmation Hearing, or in the Lane Declaration in connection with the
20 Confirmation Hearing: (a) are reasonable, persuasive, accurate and credible; (b)
21 utilize reasonable and appropriate methodologies and assumptions; (c) have not been

1 controverted by any other evidence; and (d) establish that each holder of a Claim in
2 an Impaired Class either (i) has accepted the Plan, or (ii) will receive or retain under
3 the Plan, on account of such Claim property of a value, as of the Effective Date of
4 the Plan, that is not less than the amount that it would receive if the Debtors were
5 liquidated under Chapter 7 of the Bankruptcy Code on such date.

6 O. § 1129(a)(9). The Plan provides treatment for Administrative Claims,
7 Priority Tax Claims, and Priority Claims that is consistent with the requirements of
8 § 1129(a)(9).

9 P. § 1129(a)(10). The Plan has been accepted by all classes of Impaired
10 Claims that are entitled to vote on the Plan other than Class 4A (*i.e.*, Classes 2A
11 through 4), determined without including any acceptance of the Plan by any
12 “insider.” *See* Voting Declaration, Exhibit A.

13 Q. § 1129(a)(11). The Plan is feasible, within the meaning of §
14 1129(a)(11). The projections of the liquidity and financial information, including,
15 without limitation, the projections of the Debtors as of the Effective Date, are
16 reasonable and made in good faith. The evidence provided in support of the Plan or
17 adduced by the Debtors or other Plan Proponents at, or before, the Confirmation
18 Hearing or in the Lane Declaration: (a) is reasonable, persuasive, credible and
19 accurate as of the dates such analysis or evidence was prepared, presented or
20 proffered; (b) utilizes reasonable and appropriate methodologies and assumptions;
21 and (c) has not been controverted by any other admissible evidence. The Plan

1 Proponents have demonstrated a reasonable assurance of the Plan's prospects for
2 success.

3 R. § 1129(a)(12). The Plan provides that fees payable pursuant to 28
4 U.S.C. § 1930 will be paid by the Debtors on or before Confirmation. After
5 Confirmation, all fees payable pursuant to 28 U.S.C. § 1930 will be paid by the
6 Liquidation Trust until entry of a final decree, or entry of an order of dismissal or
7 conversion to chapter 7.

8 S. § 1129(a)(13). The Debtors are not obligated to pay any retiree benefits
9 pursuant to § 1114, and therefore, the requirements of § 1129(a)(13) are inapplicable
10 to confirmation of the Plan.

11 T. §§ 1129(a)(14) and (15). The Debtors do not owe any domestic support
12 obligations and are not individuals. Therefore, the requirements of §§ 1129(a)(14)
13 and 1129(a)(15) are inapplicable to confirmation of the Plan.

14 U. § 1129(a)(16). The Plan satisfies § 1129(a)(16) and any applicable non-
15 bankruptcy law that governs transfers of property under a plan to be made by a
16 nonprofit entity. Section 1129(a)(16) does not require the Bankruptcy Court to
17 remand or refer any proceeding, issue, or controversy to any court other than the
18 Bankruptcy Court or to require the approval of any court (including, without
19 limitation, any Washington court under the Nonprofit Laws) other than the
20 Bankruptcy Court for any prior, current, or future transfer of property. Therefore,
21

1 because the Plan contains the Bankruptcy Court's approval of any prior, current, or
2 future property transfers, the Plan satisfies the requirements of § 1129(a)(16).

3 V. § 1129(b). The Plan does not satisfy § 1129(a)(8) because Class 4A
4 members did not submit any ballots and, thus, are deemed to have rejected the Plan.
5 However, the Plan's treatment of Class 4A is fair and equitable and does not unfairly
6 discriminate against the class of claims and, thus, satisfies the requirements of §
7 1129(b).

8 W. § 1129(c). The Plan (including previous versions thereof) is the only
9 plan that has been filed in these Chapter 11 Cases that has been found to satisfy the
10 requirements of subsections (a) of § 1129. Accordingly, confirmation of the Plan
11 complies with the requirements of § 1129(c).

12 X. § 1129(d). No party in interest has requested that the Court deny
13 Confirmation of the Plan on grounds that the principal purpose of the Plan is the
14 avoidance of taxes or the avoidance of the application of § 5 of the Securities Act,
15 and the principal purpose of the Plan is not such avoidance. Accordingly, the Plan
16 satisfies the requirements of § 1129(d).

17 Y. § 1129(e). None of these Chapter 11 Cases is a small business case
18 within the meaning of the Bankruptcy Code.

19 Z. Based upon the foregoing and all other pleadings and evidence proffered
20 or adduced at or prior to the Confirmation Hearing, the Plan and the Plan Proponents
21 satisfy the requirements for confirmation set forth in § 1129 and the LBR.

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1 upon the occurrence of the Effective Date, constitute legal, valid, binding,
2 enforceable, and authorized obligations of the respective parties thereto and will be
3 enforceable in accordance with their terms. Pursuant to § 1142(a), the Plan
4 Supplement documents, and any other agreements necessary to implement the Plan
5 will apply and be enforceable notwithstanding any otherwise applicable non-
6 bankruptcy law.

7 **CONDITIONS TO THE CONFIRMATION OF THE PLAN**

8 DD. Each of the conditions precedent to entry of this Order has been satisfied
9 in accordance with Section III.Z of the Plan.

10 **EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

11 EE. Pursuant to §§ 365 and 1123(b)(2), upon the occurrence of the Effective
12 Date, Section IV of the Plan provides for the assumption or rejection of certain
13 Executory Contracts. The Plan Proponents' determinations regarding the assumption
14 or rejection of Executory Contracts are based on and within the sound business
15 judgment of the Plan Proponents, are necessary to the implementation of the Plan,
16 and are in the best interests of the Debtors, their Estates, Holders of Claims and other
17 parties in interest in the Chapter 11 Cases. The Plan Proponents are authorized to
18 make modifications to the Schedule of Assumed Agreements as provided for in the
19 Plan.

1 **THE SETTLEMENTS UNDER THE PLAN**

2 FF. The Plan settles numerous litigable issues in the Chapter 11 Cases
3 pursuant to Bankruptcy Rule 9019, LBR 9019-1, and §§ 363 and 1123. These
4 settlements are in consideration for the distributions and other benefits provided
5 under the Plan. Any other compromise and settlement provisions of the Plan and the
6 Plan itself constitute a compromise of all Claims or Causes of Action relating to the
7 contractual, legal and subordination rights that a Holder of a Claim may have with
8 respect to any Allowed Claim or any distribution to be made on account of such an
9 Allowed Claim.

10 GG. In consideration of the Senior Debt 9019 Settlement and the Committee
11 Plan Settlement embodied in the Plan, pursuant to Bankruptcy Rule 9019, LBR 9019-
12 1, and § 1123 and in consideration for the distributions, releases, and other benefits
13 provided under the Plan, the provisions of the Plan shall upon the Effective Date
14 constitute a good-faith compromise and settlement as reflected therein and in all and
15 any related documents. The entry of this Confirmation Order constitutes the Court's
16 approval of each of the Senior Debt 9019 Settlement and the Committee Plan
17 Settlement and all other compromises and settlements provided for in the Plan. The
18 Court finds that such compromises and settlements are in the best interests of the
19 Debtors, their estates, creditors, and other parties in interest, and are fair, equitable,
20 and within the range of reasonableness and consistent with the Debtors' reasonable
21 business judgment.

1 HH. In reaching its decision on the substantive fairness of the Senior Debt
2 9019 Settlement, the Committee Plan Settlement, and the Plan, the Court considered
3 the following factors for each such settlement: (i) the balance between the relevant
4 parties' respective probability of success and the settlements' future benefits; (ii) the
5 likelihood of complex and protracted litigation and the risk and difficulty of
6 collecting on the judgment; (iii) the proportion of creditors and parties in interest that
7 support the settlements; (iv) the competency of counsel reviewing the settlement
8 terms; (v) the nature and breadth of releases to be obtained; and (vi) the extent to
9 which the settlements are the product of arm's length bargaining.

10 **DEEMED CONSOLIDATION**

11 II. As set forth more fully in the Disclosure Statement and Confirmation
12 Brief, the Plan provides for the "deemed" consolidation of the Debtors. The
13 Disclosure Statement sets forth (i) the legal requirements to establish deemed
14 consolidation, and (ii) the factual bases supporting the Debtors' request for deemed
15 consolidation, which are fully incorporated herein by this reference. Based on the
16 foregoing, the deemed consolidation of the Debtors set forth in the Plan is appropriate
17 because the Debtors satisfy the requirements for deemed consolidation set forth in
18 *Alexander v. Compton (In re Bonham)*, 229 F.3d 750 (9th Cir. 2000), including,
19 among other things, that it would be economically costly and time-consuming to
20 attempt to analyze and determine which debts are owed by which specific Debtor
21 entities, and then to unwind or otherwise bring intercompany actions to obtain

1 recoveries. The cost of the analysis alone would be at the expense of recoveries to
2 unsecured creditors in these Chapter 11 Cases.

3 **RELEASES, EXCULPATIONS AND INJUNCTIONS OF RELEASED**
4 **PARTIES**

5 JJ. Each non-Debtor Released Party or Exculpated Party that will benefit
6 from the releases, exculpations, and related injunctions set forth in the Plan
7 (collectively, the “**Plan Releases**”) either shares an identity of interest with the
8 Debtors, was instrumental to the successful prosecution of the Chapter 11 Cases,
9 and/or provided a substantial contribution to the Debtors, which value provided a
10 significant benefit to the Debtors’ estates and general unsecured creditors, and which
11 will allow for distributions that would not otherwise be available but for the
12 contributions made by such non-Debtor parties. The Plan Releases in Section VII of
13 the Plan are, individually and collectively, integral to, and necessary for the
14 successful implementation of, the Plan and are supported by reasonable
15 consideration.

16 **WAIVER OF STAY**

17 KK. Under the circumstances, it is appropriate that the 14-day stay imposed
18 by Bankruptcy Rules 3020(e) and 7062(a) be waived.

1 **II. ORDER**

2 BASED ON THE FOREGOING FINDINGS OF FACT AND
3 CONCLUSIONS OF LAW, IT IS THEREFORE HEREBY ORDERED,
4 ADJUDGED, AND DECREED AS FOLLOWS:

5 1. **Confirmation of the Plan.** The Plan (including the Plan Supplement)
6 and each of its provisions (whether or not specifically set forth and approved in this
7 Order), including, but not limited to, the deemed consolidation of the Debtors, is and
8 are CONFIRMED in each and every respect, pursuant to § 1129, and the terms of the
9 Plan and the Plan Supplement are incorporated by reference into, and are an integral
10 part of, this order (“**Confirmation Order**”), provided, however, that if there is any
11 direct conflict between the terms of the Plan and the terms of this Confirmation
12 Order, the terms of this Confirmation Order shall control. The Effective Date of the
13 Plan shall occur on the date when the conditions set forth in Section III.AA.1 of the
14 Plan have been satisfied or, if applicable, have been waived in accordance with
15 Section III.AA.2 of the Plan. The failure to specifically include or to refer to any
16 particular article, section, or provision of the Plan, Plan Supplement, or any related
17 document in this Order shall not diminish or impair the effectiveness of such article,
18 section, or provision, it being the intent of the Court that this Confirmation Order
19 confirm the Plan and any related documents in their entirety.
20
21

1 2. **Notice.** Notice of the Confirmation Hearing complied with the terms of
2 the Disclosure Statement Order, was appropriate and satisfactory based on the
3 circumstances of the Chapter 11 Cases, and was in compliance with the provisions
4 of applicable law, including, without limitation, the Bankruptcy Code, the
5 Bankruptcy Rules, and the LBR. In addition, the procedures to provide notice of any
6 Schedule of Assumed Contracts to all counterparties to Executory Contracts with the
7 Debtors are adequate and sufficient, in substantial compliance with the Disclosure
8 Statement Order, Bankruptcy Rules 2002(b), 3017 and 3020(b), and LBR 2002-1 and
9 6006-1, and no other or further notice is or shall be required (other than as expressly
10 provided for in the Plan for any amendments to the Schedule of Assumed Contracts).

11 3. **Objections.** The Objections to confirmation of the Plan are
12 OVERRULED in their entirety except as otherwise set forth herein.

13 4. **Plan Classification Controlling.** The terms of the Plan shall solely
14 govern the classification of Claims for purposes of the distributions to be made
15 thereunder. The classifications set forth on the Ballots tendered to or returned by the
16 holders of Claims in connection with voting on the Plan pursuant to the Disclosure
17 Statement Order: (a) were set forth on the Ballots solely for purposes of voting to
18 accept or reject the Plan; (b) do not necessarily represent, and in no event shall be
19 deemed to modify or otherwise affect, the actual classification of such Claims under
20 the Plan for distribution purposes; (c) may not be relied upon by any holder of a
21 Claim as representing the actual classification of such Claim under the Plan for

1 distribution purposes; and (d) shall not be binding on the Plan Proponents,
2 Reorganized Debtors, GUC Distribution Trust, or Liquidation Trust except for voting
3 purposes.

4 5. **Order Binding on All Parties.** Notwithstanding Bankruptcy Rules
5 3020(e) or 7062 or otherwise, upon the occurrence of the Effective Date, the terms
6 of the Plan and this Order shall be immediately binding upon, and inure to the benefit
7 of: (a) the Plan Proponents; (b) the Reorganized Debtors; (c) the Liquidation Trust;
8 (d) the GUC Distribution Trust; (e) any and all holders of Claims (irrespective of
9 whether such Claims are impaired under the Plan or whether the Holders of such
10 Claims accepted, rejected or are deemed to have accepted, or rejected the Plan); (f)
11 any other person giving, acquiring, or receiving property under the Plan; (g) any and
12 all non-Debtor parties to Executory Contracts with any of the Debtors; and (h) the
13 respective heirs, executors, administrators, trustees, affiliates, officers, directors,
14 agents, representatives, attorneys, beneficiaries, guardians, successors, or assigns, if
15 any, of any of the foregoing. On the Effective Date, all settlements, compromises,
16 releases, waivers, discharges, exculpations, and injunctions set forth in the Plan shall
17 be effective and binding on all Persons.

18 6. **Other Essential Documents and Agreements.** The form of documents
19 comprising the Plan Supplement, any other agreements, instruments, certificates, or
20 documents related thereto, and the transactions contemplated by each of the
21 foregoing are approved and, upon execution and delivery of the agreements and

documents relating thereto by the applicable parties, shall be in full force and effect and valid, binding, and enforceable in accordance with their terms without the need for any further notice to or action, order, or approval of this Court, or other act or action under applicable law, regulation, order, or rule. The Plan Proponents and the Official Committee of Unsecured Creditors (the “**Committee**”), and after the Effective Date, Reorganized Debtors and/or the Liquidation Trustee and/or the GUC Distribution Trustee (as may be applicable), are authorized, without further approval of this Court or any other party, to execute and deliver all agreements, documents, instruments, securities, and certificates relating to such agreements and perform their obligations thereunder, including, without limitation, payment of all fees due thereunder or in connection therewith.

7. **Unclassified Claims.** On and after the Effective Date, the treatment of the Unclassified Claims of the Debtors shall be effectuated pursuant to Section II of the Plan, which is specifically approved in all respects, is incorporated herein in its entirety, and is so ordered.

(a) **Administrative Claims Bar Date.** Pursuant to the Administrative Claims Bar Date Order, and except as otherwise provided in Section II.D.1.c of the Plan, requests for payment of Administrative Claims were required to be filed by July 22, 2020 (unless such date was extended by stipulation with a specific potential administrative creditor) (the “**Initial Administrative Claims Bar Date**”).

Pursuant to Section II.D.1.c of the Plan, requests for payment of Administrative

1 Claims incurred after the date the Administrative Claims Bar Date Order was entered
2 but prior to the Effective Date are required to file and serve such Claims on the
3 Reorganized Debtors within thirty (30) days after the Effective Date (the
4 **“Supplemental Administrative Claims Bar Date,”** and together with the Initial
5 Administrative Claims Bar Date, the **“Administrative Claims Bar Date”**). Holders
6 of Administrative Claims that were required to, but did or do not, file and serve a
7 request for payment of such Administrative Claims by the applicable Administrative
8 Claims Bar Date are and will be forever barred, estopped and enjoined from asserting
9 such Administrative Claims against the Debtors or their property and such
10 Administrative Claims shall be deemed discharged as of the Effective Date.

11 (b) **Professional Fee Claims Incurred Prior to the Effective Date.**

12 Pursuant to Section II.D.2 of the Plan, All persons and entities seeking an award by
13 the Court of professional fees on behalf of the Debtors (a) shall file their respective
14 final applications for allowance of compensation for services rendered and
15 reimbursement of expenses no later than forty-five (45) days after the Effective Date,
16 and, (b) upon Court approval of such final application, shall receive, in full
17 satisfaction, settlement, and release of, and in exchange for such Claim, from the
18 Administrative and Priority Claims Reserve, Cash in such amounts as allowed by the
19 Court (i) on the later of (A) the Effective Date (or as soon thereafter as reasonably
20 practicable) and (B) the date that is ten (10) days after the allowance date, or (ii) upon
21 such other terms as may be mutually agreed upon between the holder of such Claim

1 and the Plan Proponents, and consistent with the terms of the Definitive Documents.
2 For the avoidance of doubt, estate Professionals may still receive interim
3 compensation prior to the Effective Date if otherwise able to under existing court
4 orders.

5 (c) **Statutory Fees.** Pursuant to Section VII.P of the Plan, all fees
6 required to be paid by 28 U.S.C. § 1930(a)(6) and any interest thereon ("**U.S. Trustee**
7 **Fees**") shall be paid by the Liquidation Trustee in the ordinary course of business
8 until the closing, dismissal or conversion of these Chapter 11 Cases to another chapter
9 of the Bankruptcy Code. Any unpaid U.S. Trustee Fees that accrued before the
10 Effective Date shall be paid no later than thirty (30) days after the Effective Date.

11 8. **Post-Effective Date Corporate Actions.** On and after the Effective
12 Date, the post-Effective Date corporate actions shall be effectuated pursuant to
13 Section III.D of the Plan, and the Reorganized Debtors, controlled by AH System as
14 the sole member, will provide the management for the Hospitals pursuant to Section
15 III.I of the Plan, both provisions which are specifically approved in all respects, are
16 incorporated herein in their entirety, and are so ordered.

17 (a) **Continued Existence.** Pursuant to the Plan, on and after the
18 Effective Date, the Debtors, except for the Liquidating Debtors, shall continue in
19 existence as the Reorganized Debtors, subject only to those restrictions expressly
20 imposed by the Plan or this Confirmation Order as well as the documents and
21 instruments executed and delivered in connection with the Plan, including the

1 documents, exhibits, instruments, and other materials constituting the Plan
2 Supplement.

3 (b) **Termination of the Patient Care Ombudsman.** Pursuant to
4 Section VII.N of the Plan, on the Effective Date, the responsibilities of the PCO will
5 be terminated and she may dispose of any documents provided to her in the course
6 of her reporting.

7 (c) **Termination of the Committee.** Pursuant to Section III.J of the
8 Plan, on the Effective Date, the Committee shall be deemed dissolved, the retention
9 and employment of the Committee's Professionals shall be deemed terminated, and
10 the members of the Committee shall be deemed released and discharged of and from
11 all further authority, duties, responsibilities, and obligations related to and arising
12 from and in connection with the Chapter 11 Cases, other than for purposes of filing
13 and/or objecting to final fee applications filed in the Chapter 11 Cases; provided,
14 however, that the Committee's obligations arising under confidentiality agreements,
15 joint interest agreements, and protective orders, if any, entered during the Chapter 11
16 Cases shall remain in full force and effect according to their terms.

17 (d) **Formation of the POC.** Pursuant to Section III.J of the Plan, on
18 the Effective Date, the post-Effective Date oversight committee (as defined in
19 Section 1.122 of the Plan, the "**POC**") shall be appointed. The members that shall
20 serve on the POC were selected by the Committee and have been disclosed in the
21 Plan Supplement.

1 9. **Means for Implementation of the Plan.** On and after the Effective
2 Date, the Plan's implementation shall be effectuated pursuant to Section III of the
3 Plan, which is specifically approved in all respects, is incorporated herein in its
4 entirety, and is so ordered.

5 (a) **The Settlement Agreements.** Pursuant to Sections III.A and
6 III.B of the Plan, Bankruptcy Rule 9019, LBR 9019-1, and § 1123(b)(3), the entry of
7 this Confirmation Order constitutes the Bankruptcy Court's approval, as of the
8 Effective Date, of each of the Senior Debt 9019 Settlement and Committee Plan
9 Settlement and the finding that (i) entering into each of the Senior Debt 9019
10 Settlement and Committee Plan Settlement is in the best interests of the Debtors, their
11 Estates, and their Claim Holders, (ii) each of the Senior Debt 9019 Settlement and
12 Committee Plan Settlement is fair, equitable, and reasonable, and (iii) each of the
13 Senior Debt 9019 Settlement and Committee Plan Settlement meets all the standards
14 set forth in Bankruptcy Rule 9019 and § 1123(b)(3).

15 (b) **No Further Court Authorization.** Pursuant to Section V of the
16 Plan, and except as provided in the Plan or this Confirmation Order, on and after the
17 Effective Date, the Reorganized Debtors (and with respect to General Unsecured
18 Claims, the GUC Distribution Trustee) shall have the sole authority to administer and
19 adjust the Claims Register with respect to Claims to reflect any such settlements or
20 compromises and no further notice to or action, order, or approval of the Court with
21 respect to such settlements or compromises shall be required. Pursuant to Section

1 VII.K of the Plan, from and after the Effective Date, Reorganized Debtors may
2 operate their business and use, acquire and dispose of property without supervision
3 by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy
4 Rules, other than those restrictions expressly imposed by the Plan and this
5 Confirmation Order.

6 (c) Except as set forth in the Plan, all actions authorized to be taken
7 pursuant to the Plan shall be effective on, prior to, or after the Effective Date, as
8 applicable, pursuant to this Confirmation Order without further application to, or
9 order of, this Court, or further action by the respective trustees, directors, or members
10 of the Reorganized Debtors and the Liquidation Trust.

11 (d) To the extent that, under applicable non-bankruptcy law, any of
12 the foregoing actions would otherwise require the consent or approval of the directors
13 of any of the Debtors, Reorganized Debtors, or the Liquidation Trust, this
14 Confirmation Order shall, pursuant to § 1142, constitute such consent or approval,
15 and such actions are deemed to have been taken by unanimous action of the directors
16 of the appropriate Debtor, the Reorganized Debtors, or the Liquidation Trust, unless
17 the Plan expressly provides that such party must provide such consent after the
18 Effective Date.

19 (e) Each federal, state, commonwealth, local, foreign, or other
20 governmental agency is hereby directed and authorized to accept any and all
21 documents, mortgages, and instruments necessary or appropriate to effectuate,

1 implement, or consummate the transactions contemplated by the Plan and this
2 Confirmation Order.

3 (f) All transactions effected by the Debtors during the pendency of
4 the Chapter 11 Cases from the Petition Date through the Confirmation Date are
5 approved and ratified.

6 (g) **Preservation of Insurance.** Nothing in the Plan shall diminish,
7 impair, or otherwise affect distributions from the proceeds or the enforceability of
8 any insurance policies that may cover (a) Claims by any Debtor, or (b) Claims against
9 any Debtor or covered Persons thereunder, pursuant to Section III.N of the Plan.

10 10. **Plan Distributions.** On and after the Effective Date, distributions on
11 account of Allowed Claims and the resolution and treatment of Disputed Claims shall
12 be effectuated pursuant to Sections II and III of the Plan, which are specifically
13 approved in all respects, are incorporated herein in their entirety, and are so ordered.
14 The record date for making distributions under the Plan shall be the date of entry of
15 this Confirmation Order.

16 11. **Procedures for Treating and Resolving Disputed Claims.** On and
17 after the Effective Date, the procedures for the treatment and resolution of Disputed
18 Claims shall be effectuated pursuant to Sections V of the Plan, which is specifically
19 approved in all respects, is incorporated herein in its entirety, and is so ordered.
20 Pursuant to Section III.Q of the Plan, no payments of Cash or distributions of other
21 property or other consideration of any kind shall be made on account of any Disputed

1 Claim unless and until such Claim becomes an Allowed Claim or is deemed to be
2 such for purposes of distribution, and then only to the extent that the Claim becomes,
3 or is deemed to be for distribution purposes, an Allowed Claim.

4 12. **Resolution of Disputed Claims.** Pursuant to Section V.B.2 of the Plan,
5 on or after the Effective Date, the Reorganized Debtors (and with respect to General
6 Unsecured Claims, the GUC Distribution Trustee), subject to Section V.A of the
7 Plan, (a) shall have the authority to File objections to Claims, and the exclusive
8 authority, to settle, compromise, withdraw, or litigate to judgment objections on
9 behalf of the Debtors' Estates to any and all Claims, except with respect to any Claim
10 or Interest deemed Allowed as of the Effective Date; and (b) shall have the sole
11 authority to administer and adjust the Claims Register with respect to Claims to
12 reflect any such settlements or compromises and no further notice to or action, order,
13 or approval of the Court with respect to such settlements or compromises shall be
14 required.

15 13. **Executory Contracts and Unexpired Leases.** On and after the
16 Effective Date, the treatment of Executory Contracts shall be effectuated pursuant to
17 Sections IV.A and IV.B of the Plan, which are specifically approved in all respects,
18 are incorporated herein in its entirety, and are so ordered.

19 (a) **General Treatment.** Pursuant to Section IV.B.1 of the Plan,
20 immediately prior to the Effective Date, all Executory Contracts of the Debtors will
21 be deemed rejected in accordance with the provisions and requirements of §§ 365

1 and 1123, and will receive a Notice of Rejection of Executory Agreement,
2 substantially in the form annexed hereto as **Exhibit “A,”** except those Executory
3 Contracts that (i) have been assumed by order of the Court, (ii) are subject to a motion
4 to assume pending on the Effective Date, or (iii) have been identified on the Schedule
5 of Assumed Agreements. Pursuant to Section IV.A.3 of the Plan, any party to an
6 Executory Agreement listed to be assumed in any Schedule of Assumed Agreements
7 wishing to object to the proposed assumption (including with respect to the cure
8 amounts) was required to do so by no later than seven (7) days after the filing of the
9 Schedule of Assumed Agreements (“**Assumption Objection**”). Any Entity that
10 failed to timely file with the Bankruptcy Court and serve such Assumption Objection
11 is deemed to have waived any and all objections to the proposed assumption of its
12 contract or lease.

13 (b) **Cure of Defaults.** Except to the extent that a different treatment
14 has been agreed to by the non-Debtor party or parties to any Executory Agreement
15 to be assumed pursuant to Section IV.A of the Plan, pursuant to the provisions of §§
16 1123(a)(5)(G) and 1123(b)(2) and consistent with the requirements of § 365, any
17 monetary amounts by which each Executory Contract to be assumed is in default
18 shall be satisfied by payment from the Administrative and Priority Claims Reserve,
19 of the default amount as set forth in the schedule filed by the Debtors [Docket Nos.
20 2043, 2082].

1 (c) **Bar Date for Rejection Damages.** Pursuant to Section IV.B.2
2 of the Plan, Claims arising out of the rejection of an Executory Agreement pursuant
3 to the Plan must be filed with the Bankruptcy Court and served upon counsel to the
4 Debtors within 30 days after the entry of an order (including this Confirmation Order)
5 approving such rejection. Any Claims not filed within such time period will be
6 forever barred and unenforceable against Debtors, the Estate, Reorganized Debtors,
7 the GUC Distribution Trust, and their respective property, and shall be deemed
8 disallowed and expunged in their entirety without the need for further application to
9 or approval of the Court; and Entities holding such Claims will be barred from
10 receiving any distribution under the Plan on account of such untimely claims.

11 14. **Conditions Precedent to the Effective Date.** On and after the
12 Effective Date, the conditions precedent to the Confirmation of the Plan, the
13 conditions precedent to the Effective Date, and the waiver provisions therefor
14 pursuant to Sections III.Z and III.AA of the Plan are specifically approved in all
15 respects, are incorporated herein in their entirety, and are so ordered.

16 15. **Effect of Confirmation.** On and after the Effective Date, the Plan shall
17 be effectuated pursuant to Section VII of the Plan, which is specifically approved in
18 all respects, is incorporated herein in its entirety, and is so ordered.

19 (a) **Release of Liens.** Pursuant to Section VII.C of the Plan, except
20 as otherwise provided in the Plan or in any contract, instrument, release, or other
21 agreement or document created pursuant to the Plan, on the Effective Date and

1 concurrently with the applicable distributions made pursuant to the Plan and, in the
2 case of a Secured Claim (other than a DIP Claim, Senior Secured Bond Claim, or
3 Senior Secured Credit Agreement Claim), satisfaction in full of the portion of the
4 Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust,
5 Liens, pledges, or other security interests against any property of the Estate shall be
6 fully released, settled, and compromised and all rights, titles, and interests of any
7 Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests
8 against any property of the Estate shall revert or otherwise transfer to the Reorganized
9 Debtors or the Liquidation Trust, as applicable, and their successors and assigns.

10 (b) **Compromise and Settlement of Claims, Interests, and**
11 **Controversies.** Pursuant to Section VII.B of the Plan, Bankruptcy Rule 9019, and
12 LBR 9019-1, and in consideration for the distributions and other benefits provided
13 pursuant to the Plan, and except as otherwise specifically provided in the Plan or in
14 any contract, instrument, or other agreement or document created pursuant to the
15 Plan, the distributions, rights, and treatment that are provided in the Plan shall be in
16 complete settlement, compromise, and release, effective as of the Effective Date, of
17 Claims, Interests, and Causes of Action of any nature whatsoever, including any
18 interest accrued on Claims or Interests from and after the Petition Date, including,
19 but not limited to, all known or unknown liabilities of, Liens on, obligations of, rights
20 against, and Interests in, the Debtor or any of its assets or properties, regardless of
21 whether any property shall have been distributed or retained pursuant to the Plan on

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

14 (c) **Discharge, Releases, Injunctions, and Exculpation.** The Plan
15 discharge, release, injunction, and exculpation provisions set forth in Section VII of
16 the Plan are approved in all respects, are incorporated herein in their entirety, are so
17 ordered, and shall be immediately effective on the Effective Date of the Plan without
18 further order or action on the part of the Court or any other party.

19 (d) **Discharge.** Pursuant to Section VII.A of the Plan, except as
20 otherwise provided in the Plan or this Confirmation Order or in any Executory
21 Contract assumed by Debtors during the Chapter 11 Cases (including, without

1 limitation, the Debtors' indemnification obligations thereunder): (i) on the Effective
2 Date, the Debtors, the Estate, the Reorganized Debtors, and their property shall be
3 discharged and release to the fullest extent permitted by §§ 524 and 1141 from all
4 Claims, including all debts, obligations, demands, liabilities, and Claims that arose
5 before the Effective Date, and all debts of the kind specified in §§ 502(g), 502(h), or
6 502(i), regardless of whether or not (A) a proof of Claim based on such debt is Filed
7 or deemed Filed, (B) a Claim based on such debt is allowed pursuant to § 502, or (C)
8 the Holder of a Claim based on such debt or Interest has or has not accepted the Plan;
9 (ii) any judgment underlying a Claim discharged hereunder shall be void; and (iii) all
10 Entities shall be precluded from asserting against the Debtors, the Estate, the
11 Reorganized Debtors, or their respective property any Claims based upon any act or
12 omission, transaction, or other activity of any kind or nature that occurred prior to
13 the Effective Date. To the extent any Claim is paid other than under the Plan, Debtors
14 will be deemed discharged and released with respect to such Claim and such Claim
15 and shall not receive a distribution under the Plan.

16 (e) **Debtors' Releases.** The release provisions set forth in Section
17 VII.F.1 of the Plan are (i) found to be (1) in exchange for the good and valuable
18 consideration provided by the Released Parties; (2) a good-faith settlement and
19 compromise of the Claims released by the Debtors' Releases; (3) in the best interests
20 of the Debtors' Estates and all Holders of Claims and Interests; (4) fair, equitable,
21 and reasonable; (5) given and made after due notice and opportunity for hearing; and

1 (6) a bar against any of the Debtors' Estates, the Reorganized Debtors, the GUC
2 Distribution Trust, or the Liquidation Trust, asserting any Claim or Cause of Action
3 released pursuant to the Debtors' Releases; and (ii) approved in all respects, are
4 incorporated herein in their entirety, are so ordered, and shall be immediately
5 effective on the Effective Date of the Plan without further order or action on the part
6 of the Court or any other party:

7 ON THE EFFECTIVE DATE OF THE PLAN AND TO THE
8 FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE
9 RELEASED PARTIES AND THEIR RESPECTIVE PROPERTY
10 WILL BE EXPRESSLY, UNCONDITIONALLY, GENERALLY
11 AND INDIVIDUALLY AND COLLECTIVELY RELEASED,
12 ACQUITTED AND DISCHARGED BY THE DEBTORS ON
13 BEHALF OF THEMSELVES, THEIR ESTATES, THE
14 REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST
15 AND THE LIQUIDATION TRUST (SUCH THAT THE
16 REORGANIZED DEBTORS, THE GUC DISTRIBUTION TRUST
17 AND THE LIQUIDATION TRUST WILL NOT HOLD ANY
18 CLAIMS OR CAUSES OF ACTION RELEASED PURSUANT TO
19 THE PLAN), FOR THE GOOD AND VALUABLE
20 CONSIDERATION PROVIDED BY EACH OF THE RELEASED
21 PARTIES, FROM ANY AND ALL ACTIONS, CLAIMS, DEBTS,
OBLIGATIONS, RIGHTS, SUITS, DAMAGES, CAUSES OF
ACTION, REMEDIES AND LIABILITIES WHATSOEVER,
INCLUDING ANY DERIVATIVE CLAIMS ASSERTED ON
BEHALF OF THE DEBTOR, WHETHER KNOWN OR UNKNOWN,
FORESEEN OR UNFORESEEN, MATURED OR UNMATURED,
EXISTING OR HEREINAFTER ARISING, IN LAW, EQUITY,
CONTRACT, TORT OR OTHERWISE, BY STATUTE,
VIOLATIONS OF FEDERAL OR STATE SECURITIES LAWS OR
OTHERWISE, BASED IN WHOLE OR IN PART UPON ANY ACT
OR OMISSION, TRANSACTION, OR OTHER OCCURRENCE OR
CIRCUMSTANCES EXISTING OR TAKING PLACE PRIOR TO
OR ON THE EFFECTIVE DATE ARISING FROM OR RELATED
IN ANY WAY TO THE DEBTORS, ANY OF THE DEBTORS'
PRESENT OR FORMER ASSETS, THE RELEASED PARTIES'

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Confirmation Order

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

12 (f) **Third Party Releases.**

13 (i) Pursuant to Rule 9019 and LBR 9019-1, the Third Party
14 Releases set forth in Section VII.F.2 of the Plan, including by reference each of the
15 related provisions and definitions contained in the Plan, are (A) found to be (1) in
16 exchange for the good and valuable consideration provided by the Released Parties;
17 (2) a good-faith settlement and compromise of the claims released by the Third Party
18 Release; (3) in the best interests of the Debtors and all Holders of Claims and
19 Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and
20 opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any
21 Claim released pursuant to the Third Party Release; and (B) are approved in all

1 respects, are incorporated herein in their entirety, are so ordered, and shall be
2 immediately effective on the Effective Date of the Plan without further order or
3 action on the part of the Court or any other party:

4 ON THE EFFECTIVE DATE OF THE PLAN AND TO THE
5 FULLEST EXTENT AUTHORIZED BY APPLICABLE LAW, THE
6 RELEASING PARTIES SHALL BE DEEMED TO HAVE
7 EXPRESSLY, UNCONDITIONALLY, GENERALLY AND
8 INDIVIDUALLY AND COLLECTIVELY, RELEASED AND
9 ACQUITTED THE RELEASED PARTIES AND THEIR
10 RESPECTIVE PROPERTY FROM ANY AND ALL ACTIONS,
11 CLAIMS, INTERESTS, OBLIGATIONS, RIGHTS, SUITS,
12 DAMAGES, CAUSES OF ACTION, REMEDIES AND
13 LIABILITIES WHATSOEVER, INCLUDING ANY DERIVATIVE
14 CLAIMS ASSERTED ON BEHALF OF THE DEBTOR, WHETHER
15 KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN,
16 MATURED OR UNMATURED, EXISTING OR HEREAFTER
17 ARISING, IN LAW, EQUITY, CONTRACT, TORT OR
18 OTHERWISE, THAT SUCH HOLDER (WHETHER
19 INDIVIDUALLY OR COLLECTIVELY) EVER HAD, NOW HAS
20 OR HEREAFTER CAN, SHALL OR MAY HAVE, BASED ON OR
21 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

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1 (I) ANY CLAIMS AND CAUSES OF ACTION FOR ACTUAL
2 FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT
3 AND (II) THE RIGHT TO RECEIVE DISTRIBUTIONS FROM THE
4 DEBTORS, THE REORGANIZED DEBTORS, THE GUC
5 DISTRIBUTION TRUST, OR THE LIQUIDATION TRUST ON
6 ACCOUNT OF AN ALLOWED CLAIM AGAINST THE DEBTORS
7 PURSUANT TO THE PLAN. FOR THE AVOIDANCE OF DOUBT,
8 THE RELEASING PARTIES SHALL INCLUDE (A) THE
9 RELEASED PARTIES, AND (B) ALL HOLDERS OF CLAIMS
10 THAT (I) VOTE TO ACCEPT THE PLAN, AND (II) DO NOT
11 AFFIRMATIVELY OPT OUT OF THE THIRD PARTY RELEASE
12 PROVIDED BY THIS SECTION PURSUANT TO A DULY
13 EXECUTED BALLOT. NOTWITHSTANDING ANYTHING TO
14 THE CONTRARY HEREIN, IN NO EVENT SHALL AN ENTITY
15 THAT (X) DOES NOT VOTE TO ACCEPT OR REJECT THE PLAN,
16 (Y) VOTES TO REJECT THE PLAN, OR (Z) APPROPRIATELY
17 MARKS THE BALLOT TO OPT OUT OF THE THIRD PARTY
18 RELEASE PROVIDED IN THIS SECTION AND RETURNS SUCH
19 BALLOT IN ACCORDANCE WITH THE SOLICITATION
20 PROCEDURES ORDER, BE A RELEASING PARTY.

11 (ii) Notwithstanding the foregoing, there shall be no release or
12 exculpation by or injunction against any Committee Member holding a Claim or
13 representing a Holder of a Claim that has opted out of the Third Party Release or has
14 not voted on the Plan, except solely in such Committee Member's capacity as such.

15 (iii) The foregoing release as to the Lapis Parties is an integral
16 component of the Senior Debt 9019 Settlement. Pursuant to § 1123(b)(3)(A) and the
17 Senior Debt 9019 Settlement, as of the Effective Date, for good and valuable
18 consideration, the adequacy of which is hereby confirmed, to the maximum extent
19 permitted by law, each Holder of any Claim shall be deemed to forever release, waive,
20 and discharge all Claims, obligations, suits, judgments, damages, demands, debts,

1 rights, causes of action, and liabilities whatsoever, against the Lapis Parties arising
2 from or related to the Lapis Parties' pre- and/or post-petition actions, omissions or
3 liabilities, transaction, occurrence, or other activity of any nature except for as
4 provided in the Plan or the Confirmation Order.

5 (g) **Permanent Injunction.** The injunction provision set forth in
6 Section VII.A of the Plan is approved in all respects, is incorporated herein in its
7 entirety, is so ordered, and shall be immediately effective on the Effective Date of
8 the Plan without further order or action on the part of the Court or any other party:

9 [A]ll Entities who have held, currently hold, or may hold a debt or
10 Claim against the Debtors, the Estate, the Reorganized Debtors, or their
11 respective property that is based upon any act or omission, transaction,
12 or other activity of any kind or nature that occurred prior to the
13 Effective Date, that otherwise arose or accrued prior to the Effective
14 Date, or that is otherwise discharged pursuant to the Plan, shall be
15 permanently enjoined from taking any of the following actions on
16 account of any such discharged debt, Claim, or Interest (the
17 "**Permanent Injunction**"): (i) commencing or continuing in any
18 manner any action or other proceeding against the Debtors, the Estates,
19 the Reorganized Debtors, or their respective property that is
20 inconsistent with the Plan or the Confirmation Order; (ii) enforcing,
21 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; (iii) creating,
perfecting, or enforcing any lien or encumbrance against the Debtors,
the Estate, the Reorganized Debtors, or their respective property; and
(iv) commencing or continuing any action, in any manner, in any place
that does not comply with or is inconsistent with the provisions of the
Plan, 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'

1 fees, and, in appropriate circumstances, may recover punitive damages,
2 from the willful violator.

3 (h) **Plan Injunction.** The Plan Injunction provision set forth in
4 Section VII.G of the Plan is approved in all respects, is incorporated herein in its
5 entirety, is so ordered, and shall be immediately effective on the Effective Date of
6 the Plan without further order or action on the part of the Court or any other party:

7 EXCEPT AS OTHERWISE PROVIDED IN THE PLAN OR
8 THE CONFIRMATION ORDER, ALL ENTITIES WHO HAVE
9 HELD, HOLD, OR MAY HOLD CLAIMS, INTERESTS, CAUSES
10 OF ACTION, OR LIABILITIES THAT: (1) ARE SUBJECT TO
11 COMPROMISE AND SETTLEMENT PURSUANT TO THE TERMS
12 OF THE PLAN; (2) HAVE BEEN RELEASED PURSUANT TO
13 SECTION VII.F.1 HEREOF; (3) HAVE BEEN RELEASED
14 PURSUANT TO SECTION VII.F.2 HEREOF; (4) ARE SUBJECT TO
15 EXCULPATION PURSUANT TO SECTION VII.E HEREOF; OR (5)
16 ARE OTHERWISE STAYED OR TERMINATED PURSUANT TO
17 THE TERMS OF THE PLAN, ARE PERMANENTLY ENJOINED
18 AND PRECLUDED, FROM AND AFTER THE EFFECTIVE DATE,
19 FROM: (A) COMMENCING OR CONTINUING IN ANY MANNER
20 ANY ACTION OR OTHER PROCEEDING OF ANY KIND,
21 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

1 PROPERTY OR ESTATE OF THE DEBTOR OR ANY ENTITY SO
2 RELEASED OR EXCULPATED) ON ACCOUNT OF OR IN
3 CONNECTION WITH OR WITH RESPECT TO ANY SUCH
4 RELEASED, SETTLED, COMPROMISED, OR EXCULPATED
5 CLAIMS, CAUSES OF ACTION, OR LIABILITIES; (C)
6 CREATING, PERFECTING, OR ENFORCING ANY LIEN, CLAIM,
7 OR ENCUMBRANCE OF ANY KIND AGAINST THE DEBTORS,
8 THE REORGANIZED DEBTORS, THE GUC DISTRIBUTION
9 TRUST, THE LIQUIDATION TRUST, OR ANY ENTITY SO
10 RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE
11 OF THE DEBTOR OR ANY ENTITY SO RELEASED OR
12 EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH
13 OR WITH RESPECT TO ANY SUCH RELEASED, SETTLED,
14 COMPROMISED, OR EXCULPATED CLAIMS, CAUSES OF
15 ACTION, OR LIABILITIES; (D) ASSERTING ANY RIGHT OF
16 SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY
17 OBLIGATION DUE FROM THE DEBTORS OR ANY ENTITY SO
18 RELEASED OR EXCULPATED (OR THE PROPERTY OR ESTATE
19 OF THE DEBTOR OR ANY ENTITY SO RELEASED OR
20 EXCULPATED) ON ACCOUNT OF OR IN CONNECTION WITH
21 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

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1 TERMS OF THE PLAN; PROVIDED, FURTHER, THAT NOTHING
2 CONTAINED IN THE PLAN SHALL BE CONSTRUED TO
3 PREVENT ANY ENTITY FROM DEFENDING AGAINST CLAIMS
4 OBJECTIONS OR COLLECTION ACTIONS WHETHER BY
5 ASSERTING A RIGHT OF SETOFF OR OTHERWISE TO THE
6 EXTENT PERMITTED BY LAW.

7 (i) **Exculpation.** The Plan Exculpation provision set forth in Section
8 VII.E of the Plan is approved in all respects, is incorporated herein in its entirety, is
9 so ordered, and shall be immediately effective on the Effective Date of the Plan
10 without further order or action on the part of the Court or any other party:

11 The Exculpated Parties shall neither have, nor incur any liability
12 to any Entity for any postpetition act taken or omitted to be taken in
13 connection with the Chapter 11 Cases, or related to formulating,
14 negotiating, soliciting, preparing, disseminating, confirming, or
15 implementing the Plan or consummating the Plan, the Disclosure
16 Statement, or any contract, instrument, release, or other agreement or
17 document created or entered into in connection with the Plan, or any
18 other postpetition act taken or omitted to be taken in connection with or
19 in contemplation of the restructuring of the Reorganized Debtors,
20 liquidation of the Liquidating Debtors, or administration of the GUC
21 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.

1 (j) **Waiver of Statutory Limitations on Releases.** The waiver of
2 statutory limitations on releases provision set forth in Section VII.H of the Plan is
3 approved in all respects, is incorporated herein in its entirety, is so ordered, and shall
4 be immediately effective on the Effective Date of the Plan without further order or
5 action on the part of the Court or any other party:

6 EACH RELEASING PARTY IN EACH OF THE RELEASES
7 CONTAINED IN THE PLAN (INCLUDING UNDER THIS Section)
8 EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH
9 ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO
10 CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW
11 OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY
12 IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT
13 WITH THE PARTY RELEASED, THEY HAVE CAREFULLY
14 CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING
15 TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE
16 EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS.
17 WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,
18 EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND
19 ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR
20 RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES
21 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.

18 (k) **Limitation on Liability of Liquidation Trustee and GUC**
19 **Distribution Trustee.** The limitation on liability provision set forth in Section VII.I
20 of the Plan is approved in all respects, is incorporated herein in its entirety, is so
21

1 ordered, and shall be immediately effective on the Effective Date of the Plan without
2 further order or action on the part of the Court or any other party:

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

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

1 having been, or being or having been employed by, the Liquidation
2 Trustee, or for performing any function incidental to such service.

3 (l) **Revesting of Property.** Upon the Effective Date, pursuant to
4 Section VII.K of the Plan and §§ 1141(b) and (c), except as provided elsewhere in
5 the Plan or in the Exchange Debt Documents, the assets of the Estate shall be revested
6 in the Reorganized Debtors, free and clear of all Claims, liens, encumbrances, and
7 Interests.

8 16. **Preservation of Claims and Causes of Action.** Pursuant to Sections
9 1.22 and 1.123 of the Plan, the Claims and Causes of Action preserved under the Plan
10 and in this Confirmation Order include, without limitation:

11 (a) the right to object to, challenge or otherwise contest any claims,
12 whether or not any such claim is the subject of a proof of claim;

13 (b) any right of setoff, counterclaim, or recoupment and any claim
14 for breach of contract or for breach of duties imposed by law or in equity;

15 (c) any claim pursuant to § 362;

16 (d) any claim or defense including fraud, mistake, duress, and usury,
17 and any other defenses set forth in § 558;

18 (e) all claims, causes of action (avoidance or otherwise), objections,
19 rights, and remedies arising under Chapter 5 of the Bankruptcy Code pursuant to,
20 among others, §§ 502, 510, 542 through 545 and 547 through 553 or 558 thereof, or
21 similar or equivalent claims, causes of action, objections, rights, and remedies arising

1 under state law, including all Avoidance Actions, irrespective of whether or not the
2 targets of such causes of action have been identified by name, or any transfers subject
3 to avoidance have been listed, in the Debtors' Schedules, the Disclosure Statement,
4 the Plan, or any other document Filed in the Chapter 11 Cases;

5 (f) the Vendor Claims;

6 (g) claims under any Insurance Policies applicable to the Debtors;

7 (h) all claims of any kind or nature arising under state or federal law
8 against any of the Debtors' current or former vendors relating to services rendered
9 prior to the Petition Date;

10 (i) all claims, causes of action, and other rights (including rights to
11 challenge any asserted Lien) of any kind or nature against any party asserting a claim
12 in these cases, unless expressly and in writing released or waived during the Chapter
13 11 Cases, including under the Plan;

14 (j) all legal and equitable defenses against any Claim or Cause of
15 Action asserted against the Debtors;

16 (k) all claims and/or Causes of Action of any kind or nature arising
17 under state or federal law arising under a theory of negligence, professional
18 negligence, and/or malpractice;

19 (l) all claims and/or Causes of Action of any kind or nature arising
20 under state law based fraudulent conveyance theories;

1 (m) all claims and/or Causes of Action constituting, for, based upon,
2 or relating to a breach of fiduciary duty, a tort, a contract, an Avoidance Action,
3 federal or state preference or fraudulent transfer laws, or any federal or state statutory
4 rights or requirements, whether based in law or equity, against any of the current and
5 former members, managers, and/or officers of the Debtors; and

6 (n) all Avoidance Actions against AHM, Inc.

7 Pursuant to Section III.H of the Plan, the D&O Causes of Action shall be
8 preserved for the benefit of the Debtors' Estates and their creditors. The mechanism
9 for (a) the vesting, revesting, and/or transfer of the D&O Causes of Action and any
10 related insurance policies (including the D&O Insurance Policies), (b) the
11 prosecution and/or settlement or other resolution of the D&O Causes of Action
12 (including the funding of the fees and costs attendant to such prosecution and/or
13 settlement or other resolution), and (c) the sharing of any proceeds of the D&O
14 Causes of Action shall be subject to the D&O Cause of Action Agreement (the "**D&O**
15 **Cause of Action Agreement**") filed as part of the Plan Supplement, which is hereby
16 approved.

17 Pursuant to Section V.B.1 of the Plan, on and after the Effective Date, the
18 Reorganized Debtors (and with respect to General Unsecured Claims, the GUC
19 Distribution Trustee), shall have and shall retain any and all rights and defenses that
20
21

1 the Debtors had with respect to any Claim or Interest, except with respect to any
2 Claim or Interest deemed Allowed as of the Effective Date.

3 17. **Specific Stipulations Regarding the Plan.**

4 (a) **D&O Cause of Action Agreement**

5 The following language is included in this Confirmation Order as agreed
6 between the Plan Proponents and the Committee pursuant to Section III.H of the Plan
7 and the D&O Cause of Action Agreement:

- 8 • Preservation of D&O Causes of Action. Consistent with Section VII.K
9 of the Plan, the D&O Causes of Action and D&O Policies shall revert
10 in the Reorganized Debtors upon the occurrence of the Effective Date.
- 11 • Grant of Standing. Upon the occurrence of the Effective Date, the GUC
12 Distribution Trustee shall automatically be granted, have, and be vested
13 with exclusive standing and authority to (i) bring the D&O Causes of
14 Action in any court of competent jurisdiction, (ii) prosecute the D&O
15 Causes of Action through final judgment, (iii) settle the D&O Causes of
16 Action, and/or (iv) otherwise resolve the D&O Causes of Action;
17 provided, however, notwithstanding such exclusive standing, the GUC
18 Distribution Trustee shall (a) regularly consult with the Lapis Parties
19 with respect to the D&O Causes of Action, and (b) obtain the express
20 written consent of the Lapis Parties prior to initiating, settling or
21 otherwise resolving any of the D&O Causes of Action, which consent
shall not be unreasonably withheld; provided further, however, that to
the extent the GUC Distribution Trustee and the Lapis Parties, after
good faith negotiation, cannot reach agreement regarding the GUC
Distribution Trustee's initiating, settling and/or otherwise resolving the
D&O Causes of Action, the GUC Distribution Trustee may seek a
resolution of such dispute by the Court and, with respect to any proposed
settlement or other resolution of the D&O Causes of Action, may file a
motion with the Court seeking approval of the settlement or other
resolution pursuant to Rule 9019 of the Federal Rules of Bankruptcy
Procedure and the standards applicable thereto. Upon the occurrence of
the Effective Date, the GUC Distribution Trustee shall automatically be

(a) deemed a representative of the Reorganized Debtors with respect to the D&O Causes of Action and the D&O Policies, and (b) granted and have the right to control any and all privileges and protections on behalf of the Reorganized Debtors with respect to the D&O Causes of Action.

- Retention and Compensation of Counsel. Any selection of counsel and/or other professionals to represent the GUC Distribution Trustee with respect to the D&O Causes of Action and the terms of such counsel's and/or other professionals' compensation shall be jointly determined by the GUC Distribution Trustee and the Lapis Parties. Subject to section four (4) of the D&O Cause of Action Agreement, ongoing costs and expenses of the GUC Distribution Trustee and the GUC Distribution Trustee's counsel and/or other professionals incurred with respect to the D&O Causes of Action and payable prior to the receipt of any proceeds of the D&O Causes of Action (the "**Ongoing Costs**") shall be paid from the GUC Distribution Trust.
- Sharing of Proceeds. Any net proceeds of the D&O Causes of Action and/or any related D&O Policies, after accounting for all costs and expenses of the GUC Distribution Trustee (including all fees and expenses of counsel and other professionals retained pursuant to section three (3) of the D&O Cause of Action Agreement and all Ongoing Costs paid by the GUC Distribution Trust pursuant to section three (3) of the D&O Cause of Action Agreement), in asserting the D&O Causes of Action in a court of competent jurisdiction, prosecuting the D&O Causes of Action through final judgment, settling the D&O Causes of Action, and/or otherwise resolving the D&O Causes of Action (the "**Net Proceeds**"), shall be divided evenly between the GUC Distribution Trust and the Liquidation Trust (*i.e.*, the GUC Distribution Trust shall receive fifty percent (50%) of any Net Proceeds and the Liquidation Trust shall receive fifty percent (50%) of any Net Proceeds).

(b) **Premier Executory Contract Rejection.**

The Plan Proponents and Premier, Inc. (with its consolidated subsidiaries, including Premier Healthcare Solutions, Inc. and Healthcare Insights, LLC, collectively, "**Premier**") have resolved the *Limited Objection of Premier, Inc. and Its Subsidiaries to Confirmation of Debtors' Second Amended Joint Chapter 11 Plan*

1 of *Reorganization* [Docket No. 2066] by agreeing that rejection of the Premier
2 executory contract will be effective on the Effective Date of the Plan.

3 (c) **Notice in the GUC Distribution Trust.**

4 To resolve that portion of the *Objection to Second Amended Plan* [Docket No.
5 2068] filed by the United States Trustee that the notice provision in paragraph 3.3 of
6 the GUC Distribution Trust is too limited, the Plan Proponents have agreed to amend
7 the GUC Distribution Trust to provide that the notice of selection of a “conflicts
8 trustee” will be filed with the Court on the docket, in addition to being served on
9 Trustee.

10 (d) **United Payor Agreements.**

11 Notwithstanding anything to the contrary in the Plan, the Plan Supplement or
12 this Confirmation Order (except as provided in this paragraph), all payor contracts
13 by and between the Debtors, on the one hand, and United Healthcare of Washington,
14 Inc. and its direct and indirect parents, affiliates and subsidiaries (collectively,
15 “United”), on the other hand, including the “Hospital Participation Agreement,”
16 “Facility Participation Agreements” and “Medical Group Participation Agreements,”
17 shall be assumed as of the Effective Date of the Plan (the “Assumed United Payor
18 Agreements”); provided, that the certain Hospital Participation Agreement by and
19 between United and SHC Medical Center-Yakima (the “Rejected United Payor
20 Agreements”) is deemed rejected as of the Effective Date of the Plan. In lieu of the
21 immediate payment of a cure or any other respective obligations of the Debtors’

1 under the Assumed United Provider Agreements, if any, as of the Effective Date,
2 shall pass through and survive assumption so that nothing in the Plan, the Plan
3 Supplement, this Confirmation Order, or section 365 of the Bankruptcy Code shall
4 affect United's rights of recovery and/or recoupment, if any, under the United Payor
5 Agreements for any such obligations, or any defenses of the Debtors with respect
6 thereto.

7 **(e) United States' Rights Under PPP Loans and Medicare
Provider Agreements**

8 Nothing in this Order shall be construed as (i) determining, construing, or
9 limiting any right, obligation, or term of the PPP Loans, loan documents, or law
10 governing the PPP loans, including whether all or any part of the PPP Loans are
11 subject to forgiveness; (ii) determining this Court's authority to make a determination
12 about whether all or any part of the PPP Loans is subject to forgiveness under the
13 loan documents and law governing the PPP Loans.

14 Notwithstanding any provisions to the contrary in the Plan, this Order
15 confirming the Plan, and any implementing Plan documents, nothing shall affect the
16 United States' appeal of the Order Granting Preliminary Injunction in the SBA
17 Adversary Proceeding, and the District Court proceedings related thereto.

18 Notwithstanding anything to the contrary in the Debtors' Plan, any of its
19 exhibits, the Plan Supplement, or this Confirmation Order, CMS' right of
20 recoupment, if any, and CMS' administration of the Debtors' Medicare Provider
21

1 Agreements and federal Medicare laws and regulations, are unaffected by the
2 confirmation of the Plan.

3 For avoidance of doubt, nothing in this Confirmation Order shall be construed
4 to affect the rights of the United States under the Medicare Provider Agreements to
5 assert setoff and recoupment, if any.

6 18. **Retention of Jurisdiction.** Unless otherwise provided in the Plan or in
7 this Confirmation Order, on and after the Effective Date, the Bankruptcy Court shall
8 retain jurisdiction over the Chapter 11 Cases and all matters arising out of, or related
9 to, the Chapter 11 Cases and the Plan, including jurisdiction over those matters and
10 issues described in Section VI of the Plan, which is specifically approved in all
11 respects, is incorporated herein in its entirety, and is so ordered.

12 19. **Miscellaneous Provisions.** The miscellaneous provisions of Section
13 VII of the Plan are specifically approved in all respects, are incorporated herein in
14 their entirety, and are so ordered.

15 20. **Severability.** In the event that the Bankruptcy Court determines, prior
16 to the Effective Date, that any provision of the Plan is invalid, void or unenforceable,
17 the Bankruptcy Court shall, have the power to alter and interpret such term or
18 provision to make it valid or enforceable to the maximum extent practicable,
19 consistently with the original purpose of the term or provision held to be invalid, void
20 or unenforceable, and such term or provision shall then be applicable as altered or
21

1 interpreted. Notwithstanding any such holding, alteration or interpretation, the
2 remainder of the terms and provisions of the Plan shall remain in full force and effect
3 and shall in no way be affected, impaired or invalidated by such holding, alteration
4 or interpretation. This Confirmation Order shall constitute a judicial determination
5 and shall provide that each term and provision of the Plan, as it may have been altered
6 or interpreted in accordance with the foregoing, is valid and enforceable pursuant to
7 its terms.

8 21. **Binding Effect of Prior Orders.** Pursuant to § 1141, effective as of the
9 Confirmation Date, but subject to the occurrence of the Effective Date and subject to
10 the terms of the Plan and this Order, all prior orders entered in the Chapter 11 Cases,
11 all documents and agreements executed by the Debtors as authorized and directed
12 thereunder, and all motions or requests for relief by the Debtors pending before the
13 Court as of the Effective Date shall be binding upon and shall inure to the benefit of
14 the Debtors, the Reorganized Debtors, the GUC Distribution Trust, the Liquidation
15 Trust, and their respective successors and assigns.

16 22. **Notice of Confirmation of the Plan.** Pursuant to Bankruptcy Rules
17 2002(f)(7) and 3020(c)(2), the Plan Proponents will serve a notice of the entry of this
18 Order substantially in the form of **Exhibit “B”** attached hereto and incorporated
19 herein by reference (the “**Confirmation Notice**”), to all parties in the creditor
20 database maintained by KCC, no later than five (5) Business Days after the
21 Confirmation Date; provided, however, that the Plan Proponents will serve the

1 Confirmation Notice only on the record Holders of Claims as of the Confirmation
2 Date. The Debtors will publish the Confirmation Notice once in USA Today and
3 Yakima Herald Republic, Inc. as soon as reasonably practicable after the
4 Confirmation Date, but no later than five (5) Business Days after the Confirmation
5 Date. As soon as practicable after the entry of this Order, the Debtors will make
6 copies of this Order and the Confirmation Notice available on the Debtors'
7 restructuring website at <http://www.kccllc.net/AstriaHealth>. As soon as practicable
8 after the occurrence of the Effective Date pursuant to the terms of the Plan, the
9 Debtors will serve the notice of Effective Date, substantially in the form attached
10 hereto as **Exhibit "C"** (the "**Notice of Effective Date**") on all parties served with the
11 Confirmation Notice.

12 23. **Reserves.** Pursuant to Section 1.7 of the Plan and Section IV.I of the
13 Confirmation Brief, the amount of the Administrative and Priority Claims Reserve
14 established pursuant to Sections II.D.4 and III.K of the Plan shall be approximately
15 \$4,624,674 (the "**Administrative, Professional and Priority Claims Cap**"). The
16 amount of the Administrative Claims Reserve is sufficient to satisfy any unpaid
17 Administrative Claims that are Allowed as of the Effective Date and any unpaid
18 Administrative Claims that may become Allowed after the Effective Date.

19 24. **Modification of the Plan.** Pursuant to Section VII.M of the Plan, the
20 Debtors reserve the right, in accordance with the Bankruptcy Code and the
21 Bankruptcy Rules and with the prior written consent of the Lapis Parties and the

1 Committee, to amend or modify the Plan at any time prior to the entry of this
2 Confirmation Order. After the entry of this Confirmation Order, the Plan Proponents
3 may, in consultation with the Committee or the GUC Distribution Trustee, as
4 applicable, and upon order of the Bankruptcy Court, amend or modify the Plan, in
5 accordance with § 1127(b), or remedy any defect or omission or reconcile any
6 inconsistency in the Plan in such manner as may be necessary to carry out the purpose
7 and intent of the Plan. A Holder of an Allowed Claim that is deemed to have accepted
8 the Plan shall be deemed to have accepted the Plan as modified if the proposed
9 modification does not materially and adversely change the treatment of the Claim of
10 such holder. Notwithstanding the foregoing, the Plan Proponents are authorized to
11 file Plan Supplements on or before the Effective Date of the Plan.

12 **25. Final Decree.** Once the Estates have been fully administered as referred
13 to in Rule 3022, the Reorganized Debtors shall file a motion with the Court to obtain
14 a final decree to close the Chapter 11 Cases.

15 **26. Governing Law.** Pursuant to Section I.D of the Plan, unless a rule of
16 law or procedure is supplied by federal law (including the Bankruptcy Code and
17 Bankruptcy Rules) or unless otherwise specifically stated in the Plan, the laws of the
18 State of Washington, without giving effect to the principles of conflict of laws, shall
19 govern the rights, obligations, construction, and implementation of the Plan, any
20 agreements, documents, instruments, or contracts executed or entered into in
21 connection with the Plan (except as otherwise set forth in those agreements, in which

1 case the governing law of such agreement shall control); provided that corporate or
2 limited liability company governance matters relating to the Debtors or the
3 Reorganized Debtors, as applicable, not incorporated or formed (as applicable) in the
4 State of Washington shall be governed by the laws of the state of incorporation or
5 formation (as applicable) of the applicable Debtor or Reorganized Debtor.

6 27. **Notice.** Except as otherwise provided in the Plan and this Order, as of
7 the Effective Date, notice of all subsequent pleadings in the Chapter 11 Cases shall
8 be limited to counsel to the Reorganized Debtors, counsel to the POC, the GUC
9 Distribution Trustee, the Liquidation Trustee, the U.S. Trustee, and any party known
10 to be directly affected by the relief sought.

11 28. **References to Plan.** Any document related to the Plan that refers to a
12 chapter 11 plan of the Plan Proponents other than the Plan confirmed by this Order
13 shall be, and it hereby is, deemed to be modified such that the reference to a chapter
14 11 plan of the Plan Proponents in such document shall mean the Plan confirmed by
15 this Order, as appropriate.

16 29. **Reconciliation of Inconsistencies.** Without intending to modify any
17 prior Order of this Court (or any agreement, instrument or document addressed by
18 any prior Order), in the event of an inconsistency between the Plan, on the one hand,
19 and any other agreement, instrument, or document intended to implement the
20 provisions of the Plan, on the other, the provisions of the Plan shall govern (unless
21 otherwise expressly provided for in such agreement, instrument, or document). In

1 the event of any inconsistency between the Plan or any agreement, instrument, or
2 document intended to implement the Plan, on the one hand, and this Order, on the
3 other, the provisions of this Order shall govern.

4 30. **Automatic Stay.** Unless otherwise provided in the Plan or in this
5 Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant
6 to §§ 105 or 362 or any order of this Court and extant on the date of entry of this
7 Confirmation Order (excluding any injunctions or stays contained in the Plan or this
8 Confirmation Order) shall remain in full force and effect until the Closing of the
9 Chapter 11 Cases. All injunctions or stays contained in the Plan or this Order shall
10 remain in full force and effect in accordance with their terms.

11 31. **Order Effective Immediately.** Notwithstanding Bankruptcy Rules
12 3020(e) or 7062 or otherwise, the stay provided for under Bankruptcy Rule 3020(e)
13 shall be waived and this Order shall be effective and enforceable immediately upon
14 entry. The Plan Proponents are authorized to consummate the Plan and the
15 transactions contemplated thereby immediately after entry of this Order and upon, or
16 concurrently with, satisfaction of the conditions set forth in the Plan.

17
18
19 ///End of Order//
20
21

1 PRESENTED BY:

2 DENTONS US LLP

3 /s/ Samuel R. Maizel
4 SAMUEL R. MAIZEL (*Pro Hac Vice*)
5 SAM J. ALBERTS (WSBA #22255)

6 *Attorneys for the Chapter 11*
7 *Debtors and Debtors In Possession*

8 MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.

9 /s/
10 WILLIAM KANNEL (*Pro Hac Vice*)
11 IAN A. HAMMEL (*Pro Hac Vice*)

12 *Attorneys for the Lapis Parties*

21 Confirmation Order

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Exhibit A

Form of Notice of Rejection of Executory Agreement

Confirmation Order

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Attorneys for the Lapis Parties

HONORABLE WHITMAN L.
HOLT

Attorneys for the Chapter 11
Debtors and Debtors In Possession

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

**NOTICE OF REJECTION OF
EXECUTORY AGREEMENTS**

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), SHC Holdco, LLC (19-01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center - Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-01200-11).

Rejection Notice

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1 PLEASE TAKE NOTICE OF THE FOLLOWING:

2 **REJECTION OF EXECUTORY AGREEMENTS**

3 1. By Order dated December __, 2020 [Docket No. __] (the
4 “Confirmation Order”), the United States Bankruptcy Court for the Eastern District
5 of Washington (the “Bankruptcy Court”) confirmed the *Modified Second Amended*
6 *Joint Chapter 11 Plan of Reorganization of Astria Health and Its Debtor Affiliates*
7 [Docket No. 1986] (including all exhibits thereto, any plan supplement, and as
8 amended, modified, or supplemented from time to time, the “Plan”)² filed by Astria
9 Health, a Washington nonprofit public benefit corporation (“Astria”), and the above-
referenced affiliated debtors and debtors in possession (collectively, the “Debtors”),
in the above-referenced chapter 11 cases (the “Chapter 11 Cases”) and 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, Series
2017a Bonds and the Series 2017b Bonds (collectively the “Lapis Parties” and,
together with the Debtors, the “Plan Proponents”), as satisfying the requirements of
§ 1129 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the
“Bankruptcy Code”).

10 2. On ____, 2020, the Effective Date of the Plan occurred and the Plan
was substantially consummated.

11 **3. YOU ARE OR MIGHT BE A COUNTERPARTY TO AN**
12 **EXECUTORY AGREEMENT DEEMED REJECTED BY THE PLAN AS OF**
13 **THE EFFECTIVE DATE.**

14 4. **Rejection of Executory Agreements.** Pursuant to Section IV.B.1 of
15 the Plan, immediately prior to the Effective Date, all Executory Contracts of the
16 Debtors will be deemed rejected in accordance with the provisions and requirements
17 of §§ 365 and 1123 except those Executory Contracts that (i) have been assumed by
18 order of the Court, (ii) are subject to a motion to assume pending on the Effective
19 Date, or (iii) have been identified on a list of assumed contracts to be filed with the
Court prior to the Voting Deadline, which shall be a date prior to the Effective Date
of the Plan. The Confirmation Order will constitute a Court order approving such
rejections of Executory Contracts as of the Effective Date pursuant to §§ 365 and
1123.

20 5. **Bar Date for Rejection Damages.** Pursuant to Section IV.B.2 of the
Plan, Claims arising out of the rejection of an Executory Agreement pursuant to the
Plan must be filed with the Bankruptcy Court and served upon counsel to the Debtors
within 30 days after the entry of an order (including the Confirmation Order)
approving such rejection (*i.e.*, **January __, 2021**). Any Claims not filed within such
time period will be forever barred from assertion against the Debtors and/or their
property and/or their Estates.

21 6. **Viewing the Plan and Confirmation Order.** The Plan and the
Confirmation Order may be obtained: (a) via download from the Bankruptcy Court’s

² Capitalized terms used but not otherwise defined herein have the definitions set forth in the
Plan.

1 website at ecf.waeb.uscourts.gov for registered users of the PACER and/or CM/ECF
2 systems (for a fee); (b) via download from www.kccllc.net/astriahhealth; or (c) by (i)
3 written request to Astria Health c/o KCC, LLC, 222 North Pacific Coast Highway,
4 Suite 300, El Segundo, California 90245 or (ii) e-mail request to
5 astriainfo@kcclcc.net.

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Dated: , 2020

DENTONS US LLP

By: _____

Samuel R. Maizel
Sam J. Alberts
Geoffrey M. Miller

Counsel to the *Debtors and Debtors In Possession*

Dated: , 2020

MINTZ, LEVIN, COHN, FERRIS,
GLOVSKY AND POPEO, P.C.

By: _____

William Kannel
Ian A. Hammel

Counsel to the *Lapis Parties*

Rejection Notice

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Exhibit B

Form of Confirmation Notice

Confirmation Order

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Attorneys for the Lapis Parties

HONORABLE WHITMAN L.
HOLT

Attorneys for the Chapter 11
Debtors and Debtors In Possession

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

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

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), SHC Holdco, LLC (19-01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center - Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-01200-11).

Confirmation Notice

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1
2 PLEASE TAKE NOTICE OF THE FOLLOWING:

3 **CONFIRMATION OF MODIFIED SECOND AMENDED JOINT CHAPTER**
4 **11 PLAN OF REORGANIZATION OF ASTRIA HEALTH AND ITS**
5 **DEBTOR AFFILIATES**

6 1. By Order dated August __, 2020 [Docket No. __] (the “Confirmation
7 Order”), the United States Bankruptcy Court for the Central District of California
8 (the “Bankruptcy Court”) confirmed the *Modified Second Amended Joint Chapter*
9 *11 Plan of Reorganization of Astria Health and Its Debtor Affiliates* [Docket No.
10 1986] (including all exhibits thereto, any plan supplement, and as amended,
11 modified, or supplemented from time to time, the “Plan”)² filed by Astria Health, a
12 Washington nonprofit public benefit corporation (“Astria”), and the above-
13 referenced affiliated debtors and debtors in possession (collectively, the “Debtors”),
14 in the above-referenced chapter 11 cases (the “Chapter 11 Cases”) and Lapis
15 Advisers, LP as lender under the debtor in possession facility in the Chapter 11
16 Cases, agent under the Debtors’ prepetition credit agreement, and as investment
17 advisor and investment manager for certain funds which are beneficial holders of
18 those certain Washington Health Care Facilities Authority Revenue Bonds, Series
19 2017a Bonds and the Series 2017b Bonds (collectively the “Lapis Parties” and,
20 together with the Debtors, the “Plan Proponents”), as satisfying the requirements of
21 § 1129 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the
“Bankruptcy Code”).

2. The Plan and the Confirmation Order may be obtained: (a) via
download from the Bankruptcy Court’s website at ecf.waeb.uscourts.gov for
registered users of the PACER and/or CM/ECF systems (for a fee); (b) via download
from www.kccllc.net/astriahealth; or (c) by (i) written request to Astria Health c/o
KCC, LLC, 222 North Pacific Coast Highway, Suite 300, El Segundo, California
90245 or (ii) e-mail request to astriainfo@kccllc.net.

17 Dated: _____, 2020 DENTONS US LLP

18 By: _____
19 Samuel R. Maizel
20 Sam J. Alberts
21 Geoffrey M. Miller

² Capitalized terms used but not otherwise defined herein have the definitions set forth in the
Plan.

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Counsel to the *Debtors and Debtors In Possession*

Dated: , 2020

MINTZ, LEVIN, COHN, FERRIS,
GLOVSKY AND POPEO, P.C.

By:

William Kannel
Ian A. Hammel

Counsel to the *Lapis Parties*

Confirmation Notice

- 70

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Exhibit C

Form of Notice of Effective Date

Confirmation Order

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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

**NOTICE OF OCCURRENCE OF
EFFECTIVE DATE OF MODIFIED
SECOND AMENDED JOINT CHAPTER
11 PLAN OF REORGANIZATION OF
ASTRIA HEALTH AND ITS DEBTOR
AFFILIATES**

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), SHC Holdco, LLC (19-01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center - Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11), Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA Home Health, LLC (19-01200-11).

Effective Date Notice

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1 PLEASE TAKE NOTICE OF THE FOLLOWING:

2 **OCCURRENCE OF EFFECTIVE DATE OF MODIFIED SECOND**
3 **AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION OF**
4 **ASTRIA HEALTH AND ITS DEBTOR AFFILIATES**

5 1. By Order dated December __, 2020 [Docket No. __] (the
6 “Confirmation Order”), the United States Bankruptcy Court for the Eastern District
7 of Washington (the “Bankruptcy Court”) confirmed the *Modified Second Amended*
8 *Joint Chapter 11 Plan of Reorganization of Astria Health and Its Debtor Affiliates*
9 [Docket No. 1986] (including all exhibits thereto, any plan supplement, and as
10 amended, modified, or supplemented from time to time, the “Plan”)² filed by Astria
Health, a Washington nonprofit public benefit corporation (“Astria”), and the above-
referenced affiliated debtors and debtors in possession (collectively, the “Debtors”),
in the above-referenced chapter 11 cases (the “Chapter 11 Cases”) and 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, Series
2017a Bonds and the Series 2017b Bonds (collectively the “Lapis Parties” and,
together with the Debtors, the “Plan Proponents”), as satisfying the requirements of
§ 1129 of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the
“Bankruptcy Code”).

11 2. **Effective Date.** On ____, 2020, the Effective Date of the Plan
12 occurred and the Plan was substantially consummated. All conditions precedent to
the Effective Date of the Plan set forth in Section III.A of the Plan have either been
satisfied or waived in accordance with the Plan and the Confirmation Order.

13 3. **Bar Date for Rejection Damages.** Pursuant to Section IV.B.2 of the
14 Plan, Claims arising out of the rejection of an Executory Agreement pursuant to the
15 Plan must be filed with the Bankruptcy Court and served upon counsel to the Debtors
within 30 days after the entry of an order (including the Confirmation Order)
approving such rejection (*i.e.*, **January __, 2021**). Any Claims not filed within such
time period will be forever barred from assertion against the Debtors and/or their
property and/or their Estates..

16 4. **Bar Date for Professional Claims.** Pursuant to Section II.D.2 of the
17 Plan, all persons and entities seeking an award by the Court of professional fees on
behalf of the Debtors shall file their respective final applications for allowance of
compensation for services rendered and reimbursement of expenses no later than
forty-five (45) days after the Effective Date (*i.e.*, ____, 2021).

18 5. **Releases, Injunctions, and Exculpation:** Pursuant to the
19 Confirmation Order, the releases set forth in Section VII.F of the Plan, the
injunctions set forth in Section VII.G of the Plan, and the exculpation provisions set
forth in Section VII.E of the Plan are now in full force and effect.

20
21 ² Capitalized terms used but not otherwise defined herein have the definitions set forth in the
Plan.

1 4. **Viewing the Plan and Confirmation Order.** The Plan and the
2 Confirmation Order may be obtained: (a) via download from the Bankruptcy Court's
3 website at ecf.waeb.uscourts.gov for registered users of the PACER and/or CM/ECF
4 systems (for a fee); (b) via download from www.kccllc.net/astriahhealth; or (c) by (i)
written request to Astria Health c/o KCC, LLC, 222 North Pacific Coast Highway,
Suite 300, El Segundo, California 90245 or (ii) e-mail request to
astriainfo@kcclcc.net.

5 Dated: , 2020

DENTONS US LLP

6 By: _____

7 Samuel R. Maizel
8 Sam J. Alberts
9 Geoffrey M. Miller

10 Counsel to the *Debtors and Debtors In*
11 *Possession*

12 Dated: , 2020

MINTZ, LEVIN, COHN, FERRIS,
GLOVSKY AND POPEO, P.C.

13 By: _____

14 William Kannel
15 Ian A. Hammel

16 Counsel to the *Lapis Parties*