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10 Attorneys for the Chapter 11 Debtors
and Debtors In Possession

Attorneys for the Lapis Parties

11 UNITED STATES BANKRUPTCY COURT
12 EASTERN DISTRICT OF WASHINGTON

13 In re:

14 ASTRIA HEALTH, *et al.*,
15 Debtors and Debtors in
16 Possession.

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

**NOTICE OF (I) APPROVAL OF THE
DISCLOSURE STATEMENT, (II)
DEADLINE FOR VOTING ON THE
PLAN, (III) HEARING TO CONSIDER
CONFIRMATION OF THE PLAN,
AND (IV) DEADLINE FOR FILING
OBJECTIONS TO CONFIRMATION
OF THE PLAN**

18 _____
19 ¹ The Debtors, along with their case numbers, are as follows: Astria Health (19-
20 01189-11), Glacier Canyon, LLC (19-01193-11), Kitchen and Bath Furnishings,
21 LLC (19-01194-11), Oxbow Summit, LLC (19-01195-11), SHC Holdco, LLC (19-
01196-11), SHC Medical Center - Toppenish (19-01190-11), SHC Medical Center -
Yakima (19-01192-11), Sunnyside Community Hospital Association (19-01191-
11), Sunnyside Community Hospital Home Medical Supply, LLC (19-01197-11),
Sunnyside Home Health (19-01198-11), Sunnyside Professional Services, LLC (19-
01199-11), Yakima Home Care Holdings, LLC (19-01201-11), and Yakima HMA
Home Health, LLC (19-01200-11).



1 **PLEASE TAKE NOTICE OF THE FOLLOWING:**

2 **APPROVAL OF DISCLOSURE STATEMENT**

3 1. By Order dated November 12, 2020 [Docket No. 1991] (the
4 “Disclosure Statement Order”), the United States Bankruptcy Court for the Eastern
5 District of Washington (the “Bankruptcy Court”) (a) approved the *Disclosure*
6 *Statement Relating to the Second Amended Joint Chapter 11 Plan of*
7 *Reorganization of Astria Health and its Debtor Affiliates* [Docket No. 1987]
8 (including all exhibits thereto and as amended, modified, or supplemented from
9 time to time, the “Disclosure Statement”) filed by Astria Health (“Astria”) and the
10 above-referenced affiliated debtors, the debtors and debtors in possession in the
11 above-captioned chapter 11 bankruptcy cases (each a “Debtor” and, collectively,
12 the “Debtors”) and the Lapis Parties (together with the Debtors, the “Plan
13 Proponents”), as containing adequate information within the meaning of § 1125 of
14 Title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy
15 Code”) and (b) authorized the Plan Proponents to solicit votes to accept or reject
16 the *Second Amended Joint Chapter 11 Plan of Reorganization of Astria Health and*
17 *its Debtor Affiliates* [Docket No. 1986] (including all exhibits thereto, any plan
18 supplement, and as amended, modified, or supplemented from time to time, the
19 “Plan”). All capitalized terms used but not defined herein shall have the same
20 meanings ascribed to them in the Plan, the Disclosure Statement, or the Disclosure
21 Statement Order, as applicable.

13 **RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS**
14 **CONTAINED IN PLAN**

15 2. SECTION VII OF THE PLAN CONTAINS CERTAIN RELEASE,
16 INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING THOSE
17 SET FORTH BELOW. YOU ARE ADVISED TO CAREFULLY REVIEW AND
18 CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION AND
19 EXCULPATION PROVISIONS THEREIN, AS YOUR RIGHTS MAY BE
20 AFFECTED.

18 3. **Sections VII.F and VII.H of the Plan contain the following**
19 **Releases:**

20 (a) Debtors’ Releases. On the Effective Date of the Plan and to the
21 fullest extent authorized by applicable law, the Released Parties and their respective

21 **NOTICE OF CONFIRMATION**
22 **HEARING**

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1 property will be expressly, unconditionally, generally and individually and
2 collectively released, acquitted and discharged by the Debtors on behalf of
3 themselves, their estates, the Reorganized Debtors, the GUC Distribution Trust and
4 the Liquidation Trust (such that the Reorganized Debtors, the GUC Distribution
5 Trust and the Liquidation Trust will not hold any Claims or Causes of Action
6 released pursuant to this Plan), for the good and valuable consideration provided by
7 each of the Released Parties, from any and all actions, Claims, debts, obligations,
8 rights, suits, damages, Causes of Action, remedies and liabilities whatsoever,
9 including any derivative claims asserted on behalf of the Debtor, whether known or
10 unknown, foreseen or unforeseen, matured or unmatured, existing or hereinafter
11 arising, in law, equity, contract, tort or otherwise, by statute, violations of federal or
12 state securities laws or otherwise, based in whole or in part upon any act or
13 omission, transaction, or other occurrence or circumstances existing or taking place
14 prior to or on the effective date arising from or related in any way to the Debtors,
15 any of the Debtors' present or former assets, the Released Parties' interests in or
16 management of the Debtors, the Plan, the Disclosure Statement, this Chapter 11
17 Case, or any restructuring of Claims or interests undertaken prior to the Effective
18 Date, including those that the Debtors, the Reorganized Debtors, the GUC
19 Distribution Trust, or the Liquidation Trust would have been legally entitled to
20 assert or that any holder of a Claim against or interest in the Debtor or any other
21 entity could have been legally entitled to assert derivatively or on behalf of the
Debtors or their estates including with respect to the Lapis Parties any challenge to
claims and rights of the Lapis Parties under the Bond Documents and Credit
Agreement Documents; *provided, however*, that the foregoing "Debtors' Releases"
shall not operate to waive or release any Claims or Causes of Action of the Debtors
or their Estates against a Released Party arising under any contractual obligation
owed to the Debtors that is entered into or assumed pursuant to the Plan.

Entry of the Confirmation Order shall constitute the Court's approval,
pursuant to Bankruptcy Rule 9019, of the Debtors' Releases, which includes by
reference each of the related provisions and definitions contained in the Plan, and,
further, shall constitute the Court's finding that the Debtors' Releases are: (1) in
exchange for the good and valuable consideration provided by the Released Parties;
(2) a good-faith settlement and compromise of the Claims released by the Debtors'
Releases; (3) in the best interests of the Debtors' Estates and all holders of Claims
and interests; (4) fair, equitable, and reasonable; (5) given and made after due
notice and opportunity for hearing; and (6) a bar against any of the Debtors' estates,
the Reorganized Debtors, the GUC Distribution Trust, or the Liquidation Trust,
asserting any Claim or Cause of Action released pursuant to the Debtors' Releases.

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2 The foregoing release as to the Lapis Parties is an integral component of the Senior Debt 9019 Settlement.

3 (b) Third Party Releases. On the Effective Date of the Plan and to
4 the fullest extent authorized by applicable law, the Releasing Parties shall be
5 deemed to have expressly, unconditionally, generally and individually and
6 collectively, released and acquitted the Released Parties and their respective
7 property from any and all actions, claims, interests, obligations, rights, suits,
8 damages, causes of action, remedies and liabilities whatsoever, including any
9 derivative claims asserted on behalf of the Debtor, whether known or unknown,
10 foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law,
11 equity, contract, tort or otherwise, that such Holder (whether individually or
12 collectively) ever had, now has or hereafter can, shall or may have, based on or
13 relating to, or in any manner arising from or related in any way to the Debtors, any
14 of the Debtors' present or former assets, the Released Parties' interests in or
15 management of the Debtors, the business or contractual arrangements between the
16 Debtors and any Released Party, the Plan, the Disclosure Statement, these Chapter
17 11 Cases, or any restructuring of Claims or interests undertaken prior to the
18 Effective Date, including those that the Debtors, the Reorganized Debtors, the GUC
Distribution Trust, or the Liquidation Trust would have been legally entitled to
assert or that any holder of a Claim against or interest in the Debtors or any other
Entity could have been legally entitled to assert derivatively or on behalf of the
Debtors or their Estates, except for (i) any Claims and causes of action for actual
fraud, gross negligence or willful misconduct and (ii) the right to receive
distributions from the Debtors, the Reorganized Debtors, the Litigation Trust, or the
Liquidation Trust on account of an allowed Claim against the Debtors pursuant to
the Plan. For the avoidance of doubt, the Releasing Parties shall include (a) the
Released Parties, and (b) all Holders of Claims that (i) vote to accept the Plan, and
(ii) do not affirmatively opt out of the third party release provided by this section
pursuant to a duly executed ballot. notwithstanding anything to the contrary herein,
in no event shall an entity that (x) does not vote to accept or reject the Plan, (y)
votes to reject the Plan, or (z) appropriately marks the ballot to opt out of the third
party release provided in this section and returns such ballot in accordance with the
solicitation procedures order, be a Releasing Party.

19 Entry of the Confirmation Order shall constitute the Court's approval,
20 pursuant to Bankruptcy Rule 9019, of the third party release, which includes by
reference each of the related provisions and definitions contained in the Plan, and,

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1 further, shall constitute the Court's finding that the third party release is: (1) in
2 exchange for the good and valuable consideration provided by the Released Parties;
3 (2) a good-faith settlement and compromise of the Claims released by the third
4 party release; (3) in the best interests of the Debtors and all holders of Claims and
interests; (4) fair, equitable, and reasonable; (5) given and made after due notice
and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting
any Claim released pursuant to the third party release.

5 Notwithstanding any provision herein, there shall be no release or
6 Exculpation by or injunction against any committee member holding a Claim or
representing a claimant that has opted out of the third party release or has not voted
on the Plan, except solely in such committee member's capacity as such.

7 The foregoing release as to the Lapis Parties is an integral component of the
8 Senior Debt 9019 Settlement. Pursuant to § 1123(b)(3)(a) and the Senior Debt
9 9019 Settlement, as of the Effective Date, for good and valuable consideration, the
adequacy of which is hereby confirmed, to the maximum extent permitted by law,
10 each holder of any Claim shall be deemed to forever release, waive, and discharge
all Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes
11 of Action, and liabilities whatsoever, against the Lapis Parties arising from or
related to the Lapis Parties' pre- and/or post-petition actions, omissions or liabilities,
transaction, occurrence, or other activity of any nature except for as provided in this
12 Plan or the Confirmation Order.

13 (c) Waiver of Statutory Limitations on Releases. Each Releasing
Party in each of the releases contained in the Plan (including under this section)
14 expressly acknowledges that although ordinarily a general release may not extend
to claims which the Releasing Party does not know or suspect to exist in his favor,
15 which if known by it may have materially affected its settlement with the party
released, they have carefully considered and taken into account in determining to
16 enter into the above releases the possible existence of such unknown losses or
claims. without limiting the generality of the foregoing, each releasing party
17 expressly waives any and all rights conferred upon it by any statute or rule of law
which provides that a release does not extend to claims which the claimant does not
18 know or suspect to exist in its favor at the time of executing the release, which if
known by it may have materially affected its settlement with the Releasing Party.
19 The releases contained in this section are effective regardless of whether those
released matters are presently known, unknown, suspected or unsuspected, foreseen
20 or unforeseen.

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1 4. **Section VII.G of the Plan contains the following Injunctions:**

2 General Injunction. Except as otherwise provided in the Plan or the
3 Confirmation Order, all entities who have held, hold, or may hold Claims, interests,
4 Causes of Action, or liabilities that: (1) are subject to compromise and settlement
5 pursuant to the terms of the Plan; (2) have been released pursuant to Section VII.F.1
6 of the Plan; (3) have been released pursuant to Section VII.F.2 of the Plan; (4) are
7 subject to exculpation pursuant to Section VII.E of the Plan; or (5) are otherwise
8 stayed or terminated pursuant to the terms of the Plan, are permanently enjoined
9 and precluded, from and after the Effective Date, from: (a) commencing or
10 continuing in any manner any action or other proceeding of any kind, including on
11 account of any Claims, interests, Causes of Actions, or liabilities that have been
12 compromised or settled against the Debtors, the Reorganized Debtors, the GUC
13 Distribution Trust, the Liquidation Trust, or any entity so released or exculpated (or
14 the property or estate of any entity, directly or indirectly, so released or exculpated)
15 on account of or in connection with or with respect to any released, settled,
16 compromised, or exculpated claims, Causes of Action, or liabilities; (b) enforcing,
17 attaching, collecting, or recovering by any manner or means any judgment, award,
18 decree, or order against the Debtors, the Reorganized Debtors, the GUC
19 Distribution Trust, the Liquidation Trust, or any entity so released or exculpated (or
20 the property or estate of the Debtor or any entity so released or exculpated) on
21 account of or in connection with or with respect to any such released, settled,
compromised, or exculpated Claims, Causes of Action, or liabilities; (c) creating,
perfecting, or enforcing any lien, Claim, or encumbrance of any kind against the
Debtors, the Reorganized Debtors, the GUC Distribution Trust, the Liquidation
Trust, or any entity so released or exculpated (or the property or estate of the
Debtor or any entity so released or exculpated) on account of or in connection with
or with respect to any such released, settled, compromised, or exculpated claims,
Causes of Action, or liabilities; (d) asserting any right of setoff or subrogation of
any kind against any obligation due from the Debtors or any entity so released or
exculpated (or the property or estates of the Debtors or any entity so released or
exculpated) on account of or in connection with or with respect to any such released,
settled, compromised, or exculpated claims, Causes of Action, or liabilities unless
such entity has timely asserted such setoff or subrogation right prior to confirmation
in a document filed with the court explicitly preserving such setoff or subrogation;
and (e) commencing or continuing in any manner any action or other proceeding of
any kind against the Debtors, the Reorganized Debtors, the GUC Distribution Trust,
the Liquidation Trust, or any entity so released or exculpated (or the property or
estate of the Debtor or any entity so released or exculpated) on account of or in

1 connection with or with respect to any such released, settled, compromised, or
2 exculpated claims, Causes of Action, or liabilities released, settled, or compromised
3 pursuant to the Plan; provided that nothing contained in the Plan shall preclude an
4 entity from obtaining benefits directly and expressly provided to such entity
5 pursuant to the terms of the Plan; provided, further, that nothing contained in the
6 Plan shall be construed to prevent any entity from defending against Claims
7 objections or collection actions whether by asserting a right of setoff or otherwise to
8 the extent permitted by law.

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

6 Exculpation. The Exculpated Parties shall neither have, nor incur any
7 liability to any Entity for any prepetition or post-petition act taken or omitted to be
8 taken in connection with the Chapter 11 Cases, or related to formulating,
9 negotiating, soliciting, preparing, disseminating, confirming, or implementing the
10 Plan or consummating the Plan, the Disclosure Statement, or any contract,
11 instrument, release, or other agreement or document created or entered into in
12 connection with the Plan or any other prepetition or post-petition act taken or
13 omitted to be taken in connection with or in contemplation of the restructuring of
14 the Reorganized Debtors, liquidation of the Liquidating Debtors, or administration
15 of the GUC Distribution Trust. Without limiting the foregoing “Exculpation”
16 provided under this Section, the rights of any Holder of a Claim or Interest to
17 enforce rights arising under the Plan shall be preserved, including the right to
18 compel payment of distributions in accordance with the Plan; *provided*, that the
19 foregoing “Exculpation” shall have no effect on the liability of any Entity for
20 liability solely to the extent resulting from any such act or omission taken after the
21 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.

18 6. The Plan term “Released Parties” means (a) the Debtors, (b) the Lapis
19 Parties, (c) the Committee and the Committee Members, (d) the PCO, (e) the Board
20 Trustees, and (f) except as otherwise set forth below or in the this Plan, each of the
21 foregoing Entities’ respective predecessors, successors and assigns, subsidiaries,
Affiliates and their subsidiaries, beneficial owners, managed accounts or funds,

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

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

17 SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS

18 8. The following table designates the Classes of Claims against each of
19 the Debtors and specifies which of those Classes are (a) Not Impaired by the Plan,
20 (b) Impaired by the Plan, and (c) entitled to vote to accept or reject the Plan in
accordance with § 1126. In accordance with § 1123(a)(1), Administrative Claims,

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1 Professional Fee Claims, and Priority Tax Claims, have not been classified. All of
 2 the potential Classes for the Debtors are set forth herein.

<i>All Debtors</i>			
Class	Designation	Impairment	Voting Status
1	Priority Claims	Unimpaired	Not Entitled to Vote / Deemed to Accept
2A	Senior Secured Bond Debt Claims	Impaired	Entitled to Vote
2B	Senior Secured Credit Agreement Claims	Impaired	Entitled to Vote
2C	Other Secured Claims	Impaired	Entitled to Vote
3	Convenience Class Claims	Impaired	Entitled to Vote
4	General Unsecured Claims	Impaired	Entitled to Vote
4A	Insured Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Eliminated Through Consolidation of Debtors for Plan Purposes	N/A

9. Class 1: Priority Claims (Other than Priority Tax Claims).

- a. *Classification.* Class 1 consists of Priority Claims against Debtors, other than Priority Tax Claims. These Priority Claims are entitled to priority treatment in that each Holder of such a Claim is entitled to receive Cash from the Administrative and Priority Claims Reserve on the Effective Date (or as soon as practicable thereafter) equal to the allowed amount of such Claim, unless the Class votes to accept deferred Cash payments of a value, as of the Effective Date, equal to the allowed amount of such Claims. Excluded from this Class are (a) wage claims (including severance pay) in excess of the statutory limit of \$13,650, and (b) PTO Claims in excess of the statutory limit of \$13,650 for benefits. Such Claims will be treated as General Unsecured Claims in Class 4.²

² Employees may have accumulated paid time off (“PTO”) that the employees were able to roll forward from year to year, or cash out at retirement or departure. With limited exception regarding certain employees who were employed by SHC Medical Center - Yakima, separated after January 1, 2020 and then rehired by another Debtor and who were paid on account of

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b. *Treatment.* Except to the extent that a Holder of a Priority Claim agrees to a less favorable treatment of such Claim, each such Holder shall receive payment in Cash in an amount equal to the amount of such Allowed Claim, payable on the later of the Effective Date and the date when such Priority Claim becomes an Allowed Priority Claim.

c. *Voting.* Class 1 is Unimpaired. Holders of Priority Claims are deemed to have accepted the Plan, pursuant to § 1126(f), and are not entitled to vote to accept or reject the Plan.

10. Class 2A: Senior Secured Bond Debt Claims.

a. *Classification.* Class 2A consists of the Senior Secured Bond Debt Claims.

b. *Treatment.* In accordance with the Senior Debt 9019 Settlement, all Senior Secured Bond Debt Claims shall be Allowed and reinstated without setoff, reduction or subordination on the terms of the Exchange Debt Documents in the amount of all such Senior Secured Bond Debt Claims as of the Effective Date.

c. *Voting.* Class 2A is Impaired. Holders of the Senior Secured Bond Debt Claims are entitled to vote to accept or reject the Plan.

11. Class 2B: Senior Secured Credit Agreement Claims.

a. *Classification.* Class 2B consists of the Senior Secured Credit Agreement Claims.

b. *Treatment.* In accordance with the Senior Debt 9019 Settlement, all Senior Secured Credit Agreement Claims shall be Allowed and satisfied, without setoff, reduction, subordination or challenge, by the exchange of all Senior Secured Credit

unused PTO earned while at SHC Medical Center - Yakima or provided with an allowed claim, the Reorganized Debtors will assume the PTO Claims for retained employees of the Hospital, and PTO will be allowed to be used on the same terms and conditions as before Petition Date.

1 Agreement Claims for Senior Secured Credit Agreement
2 Exchange Debt with the attributes described in the schedule
3 attached as Exhibit A to the Plan in the amount of all Senior
4 Secured Credit Agreement Claims as of the Effective Date.

5
6 c. *Voting.* Class 2B is Impaired. Holders of Senior Secured Credit
7 Agreement Claims are entitled to vote to accept or reject the
8 Plan.

9
10 12. Class 2C: Other Secured Claims.

11 a. *Classification.* Class 2C consists of the Other Secured Claims.

12 b. *Treatment.* On or as soon as practicable after the Effective Date,
13 each Holder of an allowed Other Secured Claim against the
14 Debtors will receive from the assets of the Debtors, at the
15 discretion of the Plan Proponents (i) cash equal to the full
16 amount of its Claim, (ii) a reinstated note on the same payment
17 and collateral terms as its prior Claim, (iii) a return of collateral
18 securing the Claim against the Debtor, with any deficiency to
19 result in a General Unsecured Claim, or (iv) such less favorable
20 treatment to which the Holder otherwise agrees.

21 c. *Voting.* Class 2C is Impaired. Holders of Other Secured Claims
are entitled to vote to accept or reject the Plan.

13. Class 3: Convenience Class Claims.

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

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which case the portion of such General Unsecured Claim in excess of \$5,000 shall be discharged in full on the Effective Date.

- b. *Treatment.* To be paid 20% of allowed amount of claim up to a maximum of \$1,000, on the Effective Date or as soon as practicable thereafter. There shall be no limitation on the number of Convenience Class members.
- c. *Voting.* Class 3 is Impaired. Holders of Convenience Class Claims are entitled to vote to accept or reject the Plan.

14. Class 4: General Unsecured Claims.

- a. *Classification.* Class 4 consists of General Unsecured Claims which have not otherwise been classified.
- b. *Treatment.* Holders of Allowed General Unsecured Claims shall receive, on one or more GUC Distribution Dates, a Pro Rata share of the Net GUC Distribution Trust Assets.
- c. *Voting.* Class 4 is Impaired. Holders of General Unsecured Claims are entitled to vote to accept or reject the Plan.

15. Class 4A: Insured Claims.

- a. *Classification.* Class 4A consists of Insured Claims.
- b. *Treatment.* Subject to the terms and conditions set forth in Section III.N of the Plan, Holders of Allowed Insured Claims in Class 4A shall recover only from the available insurance and Debtors shall be discharged to the extent of any such excess. As of the Effective Date, all Insured Claims are Disputed.
- c. *Voting.* Class 4A is Impaired. Holders of Insured Claims are entitled to vote to accept or reject the Plan.

16. Class 5: Intercompany Claims.

- a. *Classification.* Class 5 consists of all intercompany Claims.

1 c/o Kurtzman Carson Consultants LLC
2 222 N. Pacific Coast Highway, Suite 300
3 El Segundo, CA 90245
4 (877) 726-6508 (U.S./Canada)
5 (424) 236-7248 (International)

6 20. Ballots may also be submitted via electronic, online transmissions,
7 solely through a customized online balloting portal on the Debtors' case website.
8 Parties entitled to vote may cast an electronic Ballot and electronically sign and
9 submit a Ballot instantly by utilizing the online balloting portal (which allows a
10 holder to submit an electronic signature). Instructions for electronic, online
11 transmission of Ballots is set forth on the Ballots. The encrypted ballot data and
12 audit trail created by such electronic submission shall become part of the record of
13 any Ballot submitted in this manner and the creditor's electronic signature will be
14 deemed to be immediately legally valid and effective.

15 **21. BALLOTS TRANSMITTED TO THE DEBTORS BY
16 FACSIMILE, ELECTRONIC MAIL, OR OTHER MEANS NOT
17 SPECIFICALLY APPROVED BY THE BANKRUPTCY COURT MAY BE
18 ACCEPTED BY THE PLAN PROPONENTS ON A CASE-BY-CASE BASIS.**

19 **DEADLINE FOR OBJECTIONS TO CONFIRMATION OF THE**
20 **PLAN**

21 22. Objections, if any, to confirmation of the Plan, including any
supporting memoranda, must: (i) be in writing; (ii) comply with the Bankruptcy
Rules and the Local Rules; (iii) set forth the name of the objector and the nature
and amount of any Claim asserted by the objector against or in the Debtors; (iv)
state with particularity the legal and factual bases for the objection and, if
practicable, a proposed modification to the Plan that would resolve such objection;
and (v) be filed with the Bankruptcy Court, together with proof of service, and
served so that they are actually received by the following no later than **December**
4, 2020 which deadline may be extended by the Debtors (the "**Confirmation**
Objection Deadline"): (i) counsel to the Debtors, Dentons US LLP, 601 South
Figuroa Street, Suite 2500, Los Angeles, CA 90017, Attn: Samuel R. Maizel
(samuel.maizel@dentons.com); (ii) counsel to the Committee, Sills Cummis &
Gross, P.C., One Riverfront Plaza, Newark, NJ 07102, Attn: Andrew H. Sherman
and Boris I. Mankovetskiy (asherman@sillscummis.com,
bmankovetskiy@sillscummis.com); (iii) counsel to the Lapis Parties, Mintz,

21 **NOTICE OF CONFIRMATION
HEARING**

DENTONS US LLP
601 South Figueroa Street, Suite 2500
Los Angeles, CA 90017-5704
Phone: (213) 623-9300
Fax: (213) 623-9924

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

1 Levin, Cohn, Ferris, Glovsky and Popeo, P.C., One Financial Center, Boston,
2 MA 02111, Attn: William Kannel and Ian Hammel (wkannel@mintz.com,
3 iaahammel@mintz.com); and (iv) counsel to the U.S. Trustee, Office of the United
States Trustee, 920 W. Riverside Ave., Suite 593, Spokane, WA 99201, Attn:
Gary W. Dyer (gary.w.dyer@usdoj.gov).

4 **ACCESS TO DOCUMENTS AND OTHER QUESTIONS**

5 23. Copies of the Plan and Disclosure Statement are available and may be
6 downloaded by visiting the following website: <https://www.kccllc.net/astriahhealth>,
or by contacting to the Debtors' Claims and Noticing Agent at:

Astria Ballot Processing Center
7 c/o Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, Suite 300
8 El Segundo, CA 90245
(877) 726-6508 (U.S./Canada)
9 (424) 236-7248 (International)

10 or via e-mail request to:

11 Astriainfo@kccllc.com

12 or on the Bankruptcy Court's website.³

13
14 Dated: November 12, 2020

DENTONS US LLP

15 By: /s/ Samuel R. Maizel

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

17 Counsel to the *Debtors and Debtors In
Possession*

18 Dated: November 12, 2020

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

20 ³ <http://www.waeb.uscourts.gov/> (a PACER login and password are required to access documents
on the Bankruptcy Court's website).

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By: /s/ William Kannel
William Kannel
Ian A. Hammel
Counsel to the *Lapis Parties*

**NOTICE OF CONFIRMATION
HEARING**

US_Active\115377687\V-2

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