**IN THE UNITED STATES BANKRUPTCY COURT**
**FOR THE SOUTHERN DISTRICT OF TEXAS**
**HOUSTON DIVISION**

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| In re: | Chapter 11 |
| TEHUM CARE SERVICES, INC.,[1] | Case No. 23-90086 (CML) |
| Debtor. | |

# SOLICITATION PROCEDURES FOR JOINT CHAPTER 11 PLAN OF THE TORT CLAIMANTS' COMMITTEE, OFFICIAL COMMITTEE OF UNSECURED CREDITORS

The following procedures (the "Solicitation Procedures") are adopted with respect to (a) the distribution of Solicitation Packages for the Plan and (b) the return and tabulation of Ballots to be used in voting on the Plan.

The Solicitation Procedures set out in this document are supplemented by the instructions accompanying the Ballots included in the Solicitation Packages that will be sent to (or can be obtained by) those persons entitled to vote on the Plan. Reference should be made to those instructions as well as to the contents of this document; however, in the case of a conflict, the terms of this document control.[2]

## I. DEFINITIONS

1. "Ballot" means the forms of ballots approved by the Bankruptcy Court and provided to Holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9, and 10 to indicate their votes to accept or reject the Plan and, to extent applicable, make certain elections, as defined in the Solicitation Procedures Motion, to the extent consistent with the Solicitation Procedures Order.

2. "Bankruptcy Code" means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as now in effect and as may be hereafter amended.

3. "Bankruptcy Court" means the United States Bankruptcy Court for the Southern District of Texas, Houston Division, or such other court of the United States having jurisdiction over the Chapter 11 Case.

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

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1 The last four digits of the Debtor's federal tax identification number is 8853. The Debtor's service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

2 The preceding capitalized terms are defined below.

5. "Chapter 11 Case" means the above-captioned chapter 11 bankruptcy case of the Debtor.

6. "Claim" means any claim against the Debtor, as defined in section 101(5) of the Bankruptcy Code.

7. "Claimant" means a Holder of a Claim.

8. "Confirmation Date" means the date on which the Confirmation Order is entered on the Docket in the Chapter 11 Case.

9. "Confirmation Hearing" means the hearing held before the Bankruptcy Court to consider Confirmation of the Plan, as such hearing may be continued from time to time.

10. "Confirmation Hearing Notice" means the notice included in the Solicitation Packages notifying parties, among other things, of the date and time fixed for the Confirmation Hearing, the deadline by which parties entitled to vote must submit Ballots to accept or reject the Plan, and the opportunity to submit objections to the Plan, substantially in the form attached to the Solicitation Procedures Order as Exhibit 4-1.

11. "Confirmation Objection Deadline" means the date that is at least fourteen (14) Business Days prior to the date first set by the Bankruptcy Court for the Confirmation Hearing.

12. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which shall be in form and substance reasonably acceptable to the Committees, the Debtor, and the Settling Parties.

13. "Convenience Claim" means any GUC Claim in an Allowed amount that is less than or equal to Five Thousand Dollars ($5,000.00).

14. "Convenience Claim Ballot" means a ballot submitted by a Holder of a Convenience Claim, substantially in the form attached to the Solicitation Procedures Order as Exhibit 3-1.

15. "Debtor" means Tehum Care Services, Inc. f/k/a Corizon Health, Inc., a Texas corporation, in its capacity as a debtor and debtor in possession under sections 1107 and 1108 of the Bankruptcy Code.

16. "Disclosure Statement" means that certain disclosure statement relating to the Plan, as the same may be amended, supplemented, or modified from time to time, including all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to sections 1125 and 1126 of the Bankruptcy Code, which is in form and substance acceptable to the Committees, the Debtor, and the Settling Parties.

17. "Docket" means the docket in the jointly administered Chapter 11 Case maintained by the Clerk.

18. "Effective Date" means the later of the first Business Day on which (a) no stay of the Confirmation Order is in effect and (b) all conditions precedent specified in **Article X.B** of the Plan have been satisfied or waived. Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

19. "Equity Interest" means any "equity security," as defined in section 101(16) of the Bankruptcy Code, in the Debtor.

20. "Entity" has the meaning set forth in section 101(15) of the Bankruptcy Code.

21. "Executory Contract" means a contract to which the Debtor is a party, including all amendments thereto, that is subject to assumption or rejection pursuant to section 365 of the Bankruptcy Code.

22. "Impaired" means, with respect to a Class of Claims or Interests or a Claim or Interest, a Class of Claim or Claim or Interest or an Interest that is "impaired" within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

23. "GUC Claim" means any Claim against the Debtor that is not a PI/WD Claim, an Administrative Claim, a Secured Claim, an Other Secured Claim, a Priority Tax Claim, an Other Priority Claim. The term GUC Claim does not include Indirect GUC Claims. The term GUC Claim includes any GUC Claim against the Debtor regardless of whether such Claim is alleged to have been allocated to CHS TX, Inc. or YesCare Corp. under the Plan of Divisional Merger.

24. "GUC Claim Ballot" means a ballot submitted by a Holder of a GUC Claim, substantially in the form attached to the Solicitation Procedures Order as Exhibit 3-2.

25. "Holder" means any Person or Entity holding a Claim or an Equity Interest.

26. "Incarcerated Claimant" is the Holder of a PI/WD Claim who is known to be currently incarcerated in a federal, state, or local penal institution, prison, jail, reformatory, or other similar correctional institution.

27. "Indirect Claim Ballot" means a ballot submitted by a Holder of an Indirect Claim, substantially in the form attached to the Solicitation Procedures Order as Exhibit 3-4.

28. "Indirect Claims" means, collectively, Indirect GUC Claims and Indirect PI/WD Claims, as defined in the Plan.

29. "Interest" means Equity Interest, as defined herein.

30. "Objection Deadline" means the date established by the Bankruptcy Court in the Solicitation Procedures Order as the deadline for filing objections to confirmation of the Plan.

31. "Opt-Out Release Form" means the form approved by the Bankruptcy Court for opting out of the Consensual Claimant Release, substantially in the form attached to the Solicitation Procedures Order as Exhibit 2. Claimants may vote to accept the Plan on a Ballot and, at the same time, elect to opt out of the Consensual Claimant Release.

32. "Person" has the meaning set forth in section 101(41) of the Bankruptcy Code and includes any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, benefit plan, unincorporated organization, business, syndicate, sole proprietorship, association, organization, labor union or other entity, or governmental unit.

33. "Petition Date" means February 13, 2023, the date on which the Debtor commenced the Chapter 11 Case.

34. "PI/WD" means personal injury or wrongful death.

35. "PI/WD Claim" means any unsecured Claim against the Debtor that is attributable to, arises from, is based upon, relates to, or results from an alleged personal injury tort or wrongful death claim within the meaning of 28 U.S.C. § 157(b)(2)(B), including any PI/WD Claim against the Debtor regardless of whether such Claim is alleged to have been allocated to CHS TX, Inc. or YesCare Corp. under the Plan of Divisional Merger. The term PI/WD Claim does not include Indirect PI/WD Claims.

36. "PI/WD Claim Ballot" means a ballot submitted by a Holder of a PI/WD Claim, substantially in the form attached to the Solicitation Procedures Order as Exhibit 3-3.

37. "Plan" means the *Joint Chapter 11 Plan of the Tort Claimants' Committee, Official Committee of Unsecured Creditors*, as the same may be amended or modified from time to time pursuant to section 1127 of the Bankruptcy Code.

38. "Plan Proponent" means the TCC, the UCC, and the Debtor.

39. "Publication Notice" means a published notice of the date and time fixed for the Confirmation Hearing, the deadline by which parties entitled to vote must submit Ballots to accept or reject the Plan, and the opportunity to submit objections to the Plan, substantially in the form attached to the Solicitation Procedures Order as Exhibit 4-2.

40. "Schedules" means, collectively, the schedule of assets and liabilities, schedule of Executory Contracts and Unexpired Leases and statement of financial affairs filed by the Debtor pursuant to section 521 of the Bankruptcy Code, if any, as such schedules may be amended, modified, or supplemented from time to time.

41. "Solicitation Agent" means Verita Global, or any other firm that may be retained to act as the solicitation and tabulation agent with respect to the Plan.

42. "Solicitation Date" means the date established by the Bankruptcy Court as the deadline by which the Solicitation Agent must cause the Solicitation Packages to be distributed to the parties entitled to vote to accept or reject the Plan, as more specifically provided herein.

43. "Solicitation Package" means, and will consist of, all of the following:

a a cover letter describing the contents of the Solicitation Package and for Holders of Claims except for Incarcerated Claimants, an enclosed USB

flash drive (described below) with instructions for obtaining (free of charge) printed copies of the materials provided in electronic format;

b. the Confirmation Hearing Notice;

c. for Holders of all Claims except Incarcerated Claimants, a USB flash drive containing a copy of the Solicitation Procedures and the Disclosure Statement with all exhibits, including the Plan with its exhibits (to the extent such exhibits are filed with the Bankruptcy Court before the Solicitation Date);

d. for Incarcerated Claimants, a paper copy of the Solicitation Procedures and the Disclosure Statement with all exhibits, including the Plan with its exhibits (to the extent such exhibits are filed with the Bankruptcy Court before the Solicitation Date);

e. the Solicitation Procedures Order (without exhibits);

f. for Holders of Claims, an Opt-Out Release Form and a pre-addressed, return envelope for the completed Opt-Out Release Form;

g. for Holders of Claims entitled to vote to reject or accept the Plan, an appropriate Ballot and voting instructions for the same;

h. for Holders of Claims entitled to vote to reject or accept the Plan, a pre-addressed, return envelope for completed Ballots;

i. for Holders of PI/WD Claims, a letter from the TCC urging such claimants to vote to accept the Plan;

j. for Holders of GUC Claims, a letter from the UCC urging such claimants to vote to accept the Plan; and

k. any other materials ordered by the Bankruptcy Court to be included as part of the Solicitation Package.

44. "Solicitation Procedures Motion" means the *Joint Motion of the Tort Claimants' Committee, Official Committee of Unsecured Creditors, and Debtor for Entry of Order (I) Approving Disclosure Statement and Form and Manner of Notice of Hearing Thereon, (II) Establishing Solicitation Procedures, (III) Approving Form and Manner of Notice to Claim Holders, (IV) Approving Form of Ballots, (V) Approving Form, Manner, and Scope of Confirmation notices, (VI) Establishing Certain Deadlines in Connection with Approval of Disclosure Statement and Confirmation of Plan, and (VII) Granting Related Relief*, as filed and as may be amended from time and time.

45. "Solicitation Procedures Order" means any order of the Bankruptcy Court establishing the procedures for the solicitation of votes to accept or reject the Plan.

46. "TCC" means the official committee of tort claimants in the Debtor's Chapter 11 Case appointed by the United States Trustee, as such committee is reconstituted from time to time.

47. "Trust" means the Official Tort Claimants' Committee appointed in the Chapter 11 Case by the U.S. Trustee, as the same may be reconstituted from time to time.

48. "UCC" means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Case by the Office of the United States Trustee, as the same may be reconstituted from time to time.

49. "Unexpired Lease" means a lease to which the Debtor is a party, including all amendments thereto, that is subject to assumption or rejection under section 365 of the Bankruptcy Code.

50. "Unimpaired" means a Class of Claims or Interests that is "unimpaired" within the meaning of section 1124 of the Bankruptcy Code.

51. "United States Trustee" means the United States Trustee appointed under section 581 of title 28 of the United States Code to serve in the Southern District of Texas.

52. "Voting PI/WD Claimants" means Holders of PI/WD Claims who prior to the Voting Deadline timely filed, or were deemed to have timely filed, a personalized Proof of Claim, or whose PI/WD Claims are scheduled as undisputed, noncontingent, and liquidated in the Schedules.

53. "Voting Deadline" means the date by which all Persons entitled to vote on the Plan must vote to accept or reject the Plan.

54. "Voting Record Date" means November 13, 2024.

## II. CONFIRMATION NOTICES

The Solicitation Packages will include the Confirmation Hearing Notice. In addition to the mailed Confirmation Hearing Notice, the Plan Proponents will cause notice of the Confirmation Hearing to be published. The Publication Notice will be published in the Prison Legal News on or before November 29, 2024.

The Plan Proponents will distribute a copy of the Confirmation Hearing Notice and Notice of Non-Voting Status to Holders of Unimpaired Claims and Equity Interests in Classes 1, 2 and 11. Holders of Claims in Classes 1 and 2 are Unimpaired and are presumed to accept the Plan. Holders of Equity Interests in Class 11 are Impaired and are not receiving any distributions under the Plan as are presumed to reject the Plan. The Plan Proponents will distribute a copy of the Notice of Non-Voting Status to such Holders. The Plan Proponents will also distribute a copy of the Contract/Lease Notice to counterparties to the Executory Contracts and Unexpired Leases.

## III. DISTRIBUTION OF SOLICITATION PACKAGES

This Section III explains the manner in which Solicitation Packages will be distributed to parties entitled to vote on the Plan and other interested parties.

1. Claims. The Solicitation Agent will cause Solicitation Packages to be served with respect to Claims in the manner described in Section IV below.

2. Other Parties. The Solicitation Agent will cause a Solicitation Package (without a Ballot) to be served for informational purposes upon (a) the Office of the United States Trustee for the Southern District of Texas, (b) the Securities and Exchange Commission, (c) those parties that have requested notice in the Chapter 11 Case pursuant to Bankruptcy Rule 2002, and (d) any other known Holders of Impaired Claims against, or Equity Interests in, the Debtor. The Plan Proponents may, in their discretion, distribute or cause the Solicitation Agent to distribute Solicitation Packages to other parties not specified in this Section III.

3. Determination of Holders of Record. Except with respect to Claims, the Solicitation Packages will be served for informational purposes upon the Entity that holds a Claim or Equity Interest, as applicable, as of the Voting Record Date, and neither the Plan Proponents nor the Solicitation Agent will have any obligation to cause a Solicitation Package to be served upon a subsequent Holder of such Claim (as evidenced by any notice of assignment of such Claim entered on the Docket or that only becomes effective after the Voting Record Date or otherwise) or Equity Interest.

4. Exception for Undeliverables. Notwithstanding any provision in this Section III to the contrary, neither the Plan Proponents nor the Solicitation Agent will be required to mail a Solicitation Package to any Person or Entity from which the notice of the Solicitation Procedures Motion or other mailed notice in the Chapter 11 Case was returned as undeliverable by the postal service, unless the Solicitation Agent is provided with an accurate address for such person or entity before the Solicitation Date.

## IV. SPECIAL PROCEDURES RELATING TO CONVENIENCE, PI/WD, GUC, AND INDIRECT CLAIMS

A. Each Holder of a Convenience, PI/WD, and GUC Claim will have a single vote in the amount, for voting purposes only, of $1.00 in the aggregate per claimant. The temporary allowance of Convenience, PI/WD, and GUC Claims in the amount of $1.00 is solely for voting purposes, and will not be binding upon the Holder, the Plan Proponents, the Trusts, or any other party for any purpose other than voting on the Plan.

B. Each Holder of an Indirect Claim will similarly have a single vote in the amount, for voting purposes only, of $1.00 in the aggregate per claimant. The temporary allowance of Indirect Claims in the amount of $1.00 is solely for voting purposes, and will not be binding upon the Holder, the Plan Proponents, the Trusts, or any other party for any purpose other than voting on the Plan.

C. Any Holder of a Claim that seeks different treatment for its Claim for voting purposes is required to file a motion pursuant to Bankruptcy Rule 3018(a) (a "Rule 3018 Motion")

seeking temporary allowance of such Claim in a different amount for voting purposes only. Any such Rule 3018 Motion must be filed with the Bankruptcy Court and served on the Tort Claimants' Committee's counsel no later than ***December 27, 2024***, at 5:00 p.m. (Prevailing Central Time). In accordance with Bankruptcy Rule 3018, any Ballot submitted by a Holder of a Claim that files a Rule 3018 Motion will be counted solely in accordance with these Solicitation Procedures unless and until, after notice and a hearing, such Claim is temporarily allowed by the Bankruptcy Court for voting purposes only in a different amount.

## V. RETURN OF BALLOTS AND OPT-OUT RELEASE FORMS

**1. Claimants Entitled to Vote**. Holders of Claims in Classes 3, 4, 5, 6, 7, 8, 9 and 10 are entitled to vote and complete Opt-Out Release Forms.

**2. Authority to Complete and Execute Ballots**. If a Ballot is signed by a trustee, executor, guardian, attorney-in-fact, officer of a corporation, or any other Entity acting in a fiduciary or representative capacity, such person must indicate such capacity when signing. The authority of the signatory of each Ballot to complete and execute the Ballot will be presumed, but each such signatory must certify, on information and belief, by executing the Ballot, that he or she has such authority and must provide evidence of such authority upon request of the Solicitation Agent.

**3. Place to Send Completed Ballots and Opt-Out Release Forms**. All Ballots and Opt-Out Release Forms should be returned by online transmission through the E-Ballot platform on the Solicitation Agent's website at https://veritaglobal.net/tehum, by mail, using the envelope included in the Solicitation Package, or by hand delivery or overnight courier to:

Tehum Care Services, Inc.
Ballot Processing Center
Verita Global
222 N. Pacific Coast Hwy., Ste. 300
El Segundo, CA 90245

**4. Deadline for Receiving Completed Ballots and Opt-Out Release Forms**. All Ballots and Opt-Out Release Forms must be **actually received** by the Solicitation Agent by 5:00 p.m. (Prevailing Central Time) on the Voting Deadline in order to register a vote on the Plan and/or make an election to "Opt Out" of the Consensual Claimant Release. If any Ballot is received by the Solicitation Agent after such date and time, the vote(s) recorded on that Ballot may not be counted for purposes of voting on the Plan.

**5. Ballots and Opt-Out Release Forms Submitted by Electronic Transmission**. The Solicitation Agent will accept online transmission of Ballots and Opt-Out Release Forms through the E-Ballot platform on the Solicitation Agent's website but will **not** accept Ballots or Opt-Out Release Forms submitted by other forms of electronic transmission or facsimile. Any Ballots so submitted will **not** be counted for purposes of voting on the Plan.

**6. Retention of Ballots and Opt-Out Release Forms by Solicitation Agent**. The Solicitation Agent will date-stamp all Ballots and Opt-Out Release Forms when received. Ballots and Opt-Out Release Forms received on the day of the Voting Deadline will be dated and time

stamped. In addition, the Solicitation Agent will retain originals of all Ballots and Opt-Out Release Forms for a period of two years after the Effective Date of the Plan, unless otherwise ordered by the Bankruptcy Court.

## I. CLASSIFICATION OF CLAIMS

**1. Convenience Claims**. All Convenience Claims shall be placed into Class 3.

**2. Channeled GUC Claims**. Claims asserted by Holders of GUC Claims that either (a) do not return the Opt-Out Release Form or (b) return the Opt-Out Release Form but do not make an irrevocable election to "Opt Out" of the Consensual Claimant Release shall be placed into Class 4 and shall be deemed to be Channeled GUC Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.

**3. Opt-Out GUC Claims**. Claims asserted by Holders of GUC Claims that return the Opt-Out Release Form and make an irrevocable election to "Opt Out" of the Consensual Claimant Release shall be placed into Class 5 and shall be deemed to be Opt-Out GUC Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.

**4. Channeled PI/WD Claims**. Claims asserted by Holders of PI/WD Claims that either (a) do not return the Opt-Out Release Form or (b) return the Opt-Out Release Form but do not make an irrevocable election to "Opt Out" of the Consensual Claimant Release shall be placed into Class 6 and shall be deemed to be Channeled PI/WD Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.

**5. Opt-Out PI/WD Claims**. Claims asserted by Holders of PI/WD Claims that return the Opt-Out Release Form and make an irrevocable election to "Opt Out" of the Consensual Claimant Release shall be placed into Class 7 and shall be deemed to be Opt-Out PI/WD Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.

**6. Opt-Out Insured PI/WD Claims**. Claims asserted by Holders of PI/WD Claims that either (a) do not return the Opt-Out Release Form or (b) return the Opt-Out Release Form but do not make an irrevocable election to "Opt Out" of the Consensual Claimant Release, and (c) make an election on their Ballots to become Holders of Opt-Out Insured PI/WD Claims shall be placed into Class 8 and shall be deemed to be Channeled PI/WD Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.

**7. Channeled Indirect Claims**. Claims asserted by Holders of Indirect Claims that either (a) do not return the Opt-Out Release Form or (b) return the Opt-Out Release Form but do not make an irrevocable election to "Opt Out" of the Consensual Claimant Release shall be placed into Class 9 and shall be deemed to be Channeled Indirect Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.

**8. Opt-Out Indirect Claims**. Claims asserted by Holders of Indirect Claims that return the Opt-Out Release Form and make an irrevocable election to "Opt Out" of the Consensual Claimant Release shall be placed into Class 10 and shall be deemed to be Opt-Out Indirect Claims for purpose of determining class acceptance under section 1126(c) of the Bankruptcy Code.

## VI. TABULATION OF BALLOTS

**1. Ballots Excluded**. A vote cast on a Ballot will not be counted if any of the following applies to such Ballot:

A. The Holder submitting the Ballot or on whose behalf a vote is cast is not entitled to vote, pursuant to Section V.1 hereof.

B. The Ballot is not actually received by the Solicitation Agent in the manner set forth in Section V.3 hereof by the Voting Deadline, unless the Plan Proponents have granted an extension of the Voting Deadline with respect to such Ballot, or the Bankruptcy Court has granted an extension.

C. The Ballot is returned to the Solicitation Agent indicating acceptance or rejection of the Plan but is unsigned.

D. The Ballot is returned to the Solicitation Agent: (1) indicating neither acceptance nor rejection of the Plan; (2) indicating both acceptance and rejection of the Plan; or (3) indicating partial rejection and partial acceptance of the Plan.

E. The Ballot is illegible or contains insufficient information to permit the identification of the claimant.

F. The Ballot is transmitted to the Solicitation Agent by facsimile or other electronic means other than by online transmission through the E-Ballot platform on the Solicitation Agent's website.

G. The Ballot is submitted in a form that is not the appropriate Ballot for such Claim.

**2. General Solicitation Procedures and Standard Assumptions for Ballots**. In addition to all other provisions of these Solicitation Procedures, the following procedures for voting and standard assumptions will be used in tabulating Ballots:

A. A creditor may not split his, her, or its vote. Accordingly, (1) each creditor will have a single vote, (2) the full amount of all such creditor's Claim (calculated in accordance with these procedures) will be deemed to have been voted either to accept or reject the Plan, and (3) any individual vote cast on a Ballot that partially rejects and partially accepts the Plan will not be counted.

B. The Solicitation Agent will have the discretion, but will not be obligated, to contact voters to cure any defects in the Ballots.

C. Any voter that delivers a valid Ballot may withdraw his, her, or its vote by delivering a written notice of withdrawal to the Solicitation Agent before the Voting Deadline (or such later date as agreed by the Plan Proponents). To be valid, the notice of withdrawal must be signed by the party who signed the Ballot to be revoked. The Plan Proponents reserve the right to contest any withdrawals.

D. If multiple Ballots are received from different Holders purporting to hold the same Claim, in the absence of contrary information establishing which claimant held such Claim as of the Voting Deadline, the latest-dated otherwise valid Ballot that is received before the Voting Deadline (or such later date as agreed by the Plan Proponents) will be the Ballot that is counted.

E. If multiple Ballots are received from the Holder of a Claim and someone purporting to be his, her, or its attorney or agent, the Ballot received from the Holder of the Claim will be the Ballot that is counted, and the vote of the purported attorney or agent will not be counted.

F. There will be a rebuttable presumption that any claimant who submits a properly completed superseding Ballot or withdrawal of a Ballot on or before the Voting Deadline has sufficient cause, within the meaning of Bankruptcy Rule 3018(a), to change or withdraw such claimant's acceptance or rejection of the Plan.

G. A Ballot that is completed, but on which the claimant did not note whether to accept or reject the Plan, or on which the claimant has voted both to accept and reject the Plan, will not be counted as a vote to accept or reject the Plan.

H. If multiple Ballots are received from a Holder of a Claim for the same Claim, the latest-dated otherwise valid Ballot that is received before the Voting Deadline (or such later date as agreed by the Plan Proponents) will be the Ballot that is counted as a vote to accept or reject the Plan; if multiple Ballots are received from an attorney or agent with respect to the same Claim (but not from the Holder thereof), the latest-dated otherwise valid Ballot that is received before the Voting Deadline (or such later date as agreed by the Plan Proponents) will be the Ballot that is counted as a vote to accept or reject the Plan.

I. The Plan Proponents will not be obligated to recognize any withdrawal, revocation or change of any vote received after the Voting Deadline (or such later date as agreed by the Plan Proponents).

**3. General Solicitation Procedures and Standard Assumptions for Opt-Out Release Forms**. In addition to all other provisions of these Solicitation Procedures, the following procedures for and standard assumptions will be used for Opt-Out Release Forms:

A. The Solicitation Agent will have the discretion, but will not be obligated, to contact voters to cure any defects in the Opt-Out Release Form.

B. Any voter that delivers a valid Opt-Out Release Form may withdraw his, her, or its election to "Opt Out" of the Consensual Claimant Release by delivering a written notice of withdrawal to the Solicitation Agent before the Voting Deadline (or such later date as agreed by the Plan Proponents). To be valid, the notice of withdrawal must be signed by the party who signed the Opt-Out Release Form to be revoked. The Plan Proponents reserve the right to contest any withdrawals.

C. If multiple Opt-Out Release Forms are received from the Holder of a Claim and someone purporting to be his, her, or its attorney or agent, the Opt-Out Release Form received

from the Holder of the Claim will be the Opt-Out Release Form that is counted, and the election of the purported attorney or agent will not be counted.

D. There will be a rebuttable presumption that any claimant who submits a properly completed superseding Opt-Out Release Form or withdrawal of an Opt-Out Release Form on or before the Voting Deadline has sufficient cause to change or withdraw such claimant's election with respect to the Consensual Claimant Release.

E. An Opt-Out Release Form that is completed, but on which the claimant did not check the box to not grant the Consensual Claimant Release, will not be treated as an election to "Opt Out" of the Consensual Claimant Release.

F. If multiple Opt-Out Release Forms are received from a Holder of a Claim, the latest-dated otherwise valid Opt-Out Release Form that is received before the Voting Deadline (or such later date as agreed by the Plan Proponents) will be the Opt-Out Release Form that controls; if multiple Opt-Out Release Forms are received from an attorney or agent with respect to the same Claim (but not from the Holder thereof), the latest-dated otherwise valid Opt-Out Release Form that is received before the Voting Deadline (or such later date as agreed by the Plan Proponents) will be the Opt-Out Release Form that controls.

G. The Plan Proponents will not be obligated to recognize any withdrawal, revocation or change of any election to "Opt Out" of the Consensual Claimant Release received after the Voting Deadline (or such later date as agreed by the Plan Proponents).