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Wellpath Holdings, Inc., *et al.*
Ballot for Class 6 (General Unsecured Claims)

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

In re:

WELLPATH HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-90533 (ARP)

(Jointly Administered)

**BALLOT FOR ACCEPTING OR REJECTING THE
DEBTORS' JOINT CHAPTER 11 PLAN OF REORGANIZATION AND
OPT OUT FORM REGARDING THIRD-PARTY RELEASES CONTAINED THEREIN**

**PLEASE CAREFULLY READ – YOUR RESPONSE IS REQUIRED BY
4:00 P.M. (PREVAILING CENTRAL TIME) ON APRIL 22, 2025**

1. **What is this document?** This document is a ballot for you to vote to accept or reject the chapter 11 plan for the Debtors in their chapter 11 bankruptcy cases (including the releases contained in Article IX of the Plan). Included with this document is a copy of the Plan and Disclosure Statement.
2. **What is a chapter 11 plan?** A chapter 11 plan is a document that explains if and how the Debtors propose to pay the amounts they owe to their creditors.
3. **What is a disclosure statement?** A disclosure statement provides creditors entitled to vote on the Plan information about the Debtors and the Plan that may be relevant to help the creditor decide whether to vote to accept or reject the Plan.
4. **Why am I receiving a ballot?** Ballots are being sent to all creditors of the Debtors entitled to vote to accept or reject the Plan. You are receiving this Ballot as a holder of a Claim against the Debtors in Class 6 (General Unsecured Claims) of the Plan. You may vote on the Plan (including the releases contained in Article IX of the Plan). Additionally, you have the option to opt-out of certain releases contained in the Plan. **Please read this entire document and included attachments carefully for more information.**
5. **What if I want to keep my rights against certain non-Debtor parties?** You may have claims against certain parties that are not the Debtors in these chapter 11 cases. Article IX of the Plan provides that you may not bring claims against certain non-Debtor parties unless

¹ A complete list of the Debtors (as defined below) in these chapter 11 cases may be obtained on the website of the Debtors' Claims and Solicitation Agent at <https://dm.epiq11.com/Wellpath>. The Debtors' service address for these chapter 11 cases is 3340 Perimeter Hill Drive, Nashville, Tennessee 37211.

you check the box in Item 2 of this Ballot; otherwise, your claims could be released. If the Plan is confirmed, you are deemed to consent to these releases unless you elect to opt-out in Item 2 of this Ballot. You are not required to vote to accept or reject the Plan to opt-out of the releases, but you must properly complete and submit this Ballot indicating that you opt-out of the releases. **You are encouraged to carefully read Item 2 of this Ballot, the Plan, and Disclosure Statement for more information regarding the releases contained in the Plan.**

6. **When is the deadline to vote?** THIS BALLOT MUST BE **ACTUALLY RECEIVED** BY THE CLAIMS AND SOLICITATION AGENT BEFORE **4:00 P.M. (PREVAILING CENTRAL TIME) ON APRIL 22, 2025** (THE **"VOTING DEADLINE"**). Any Ballot of an incarcerated individual post-marked by no later than **60 DAYS AFTER THE CONFIRMATION DATE**, but actually received after the Voting Deadline, may not be counted for voting purposes absent the consent of the Debtors; *however*, such Ballot may be counted with respect to any such incarcerated individual's election to opt out of the releases.
7. **How do I vote?** Instructions for how to complete this Ballot and submitting your vote by mail are included at the end of this document. Please carefully read and follow these instructions and the Solicitation and Voting Procedures included with your Ballot before completing and submitting your Ballot.

Alternatively, you may vote online at <http://dm.epiq11.com/Wellpath>. Click on the "E-Ballot" link under the Case Actions section of the website and follow the instructions to submit your Ballot. A Unique E-Ballot ID number is included at the end of this Ballot for you to vote online. If you vote online, you do not have to mail in you Ballot.

Other Important Information

IF THE BANKRUPTCY COURT CONFIRMS (APPROVES) THE PLAN, IT WILL BIND YOU REGARDLESS OF WHETHER YOU HAVE VOTED.

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS INCLUDED IN THE MATERIALS MAILED WITH THIS BALLOT.

CONFIRMATION OF THE PLAN IS EXPRESSLY CONDITIONED UPON BANKRUPTCY COURT APPROVAL OF THE RELEASES BY RELEASING PARTIES (AS DESCRIBED BELOW AND LOCATED IN ARTICLE IX OF THE PLAN), WHICH, IF APPROVED BY THE BANKRUPTCY COURT, WOULD PERMANENTLY ENJOIN HOLDERS OF CERTAIN CLAIMS AGAINST THIRD PARTIES FROM ASSERTING SUCH CLAIMS AGAINST SUCH NON-DEBTOR THIRD PARTIES. THE RELEASES BY RELEASING PARTIES, IF APPROVED, WILL BIND AFFECTED HOLDERS OF CLAIMS AND INTERESTS IN THE MANNER DESCRIBED IN ITEM 2 OF THIS BALLOT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CONTACT THE DEBTORS' CLAIMS AND SOLICITATION AGENT, EPIQ CORPORATE RESTRUCTURING, LLC (THE "CLAIMS AND SOLICITATION AGENT") BY (A) WRITING TO WELLPATH HOLDINGS, INC., C/O EPIQ BALLOT PROCESSING, 10300 SW ALLEN BOULEVARD, BEAVERTON, OR 97005, (B) EMAILING WELLPATHINFO@EPIQGLOBAL.COM, OR (C) REQUESTING TO SPEAK WITH A MEMBER OF THE SOLICITATION TEAM UPON CALLING (888) 884-6182 (US TOLL FREE) OR (503) 479-4073 (INTERNATIONAL).

PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED SOLICITATION AND VOTING PROCEDURES FOR COMPLETING THIS BALLOT RELATING TO THE *JOINT CHAPTER 11 PLAN OF REORGANIZATION OF WELLPATH HOLDINGS, INC. AND CERTAIN OF ITS DEBTOR AFFILIATES* (AS MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED FROM TIME TO TIME, THE "PLAN") BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE ON THE PLAN, WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES THE CONSUMMATION OF CERTAIN RESTRUCTURING TRANSACTIONS WITH RESPECT TO THE DEBTORS UPON THE EFFECTIVE DATE OF THE PLAN.

The above-captioned debtors and debtors in possession (collectively, the "Debtors") are soliciting votes with respect to the Plan as set forth in the *Disclosure Statement for the Joint Chapter 11 Plan of Reorganization of Wellpath Holdings, Inc. and Certain of its Debtor Affiliates* and all exhibits related thereto (as may be modified, amended, or supplemented from time to time, the "Disclosure Statement"). The United States Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") entered an order on March 18, 2025 (the "Disclosure Statement Order") conditionally approving the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code. Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan.

Only Holders of Class 6 General Unsecured Claims may submit this Ballot. You are receiving this ballot (the "Ballot") because records indicate that you are the holder of a Claim in Class 6 (the "Voting Class") as of **March 11, 2025** (the "Voting Record Date"). Accordingly, you may have a right to vote to accept or reject the Plan on account of those Claims. If you hold Claims in more than one Class under the Plan, you may receive a Solicitation Package or other materials for each such other Claim and must complete a separate Ballot for each such Claim.

The Disclosure Statement describes the rights and treatment for Claims in Class 6. The Disclosure Statement, the Plan, and certain other materials are also included in the packet you are receiving with this Ballot (the "Solicitation Package"). This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect thereto, including with respect to the releases contained in Article IX of the Plan. Once completed and returned in accordance with the Solicitation and Voting Procedures and the instructions contained herein, your vote on the Plan will be counted as set forth herein.

Wellpath Holdings, Inc., *et al.*
Ballot for Class 6 (General Unsecured Claims)

This Ballot is solely for the purpose of casting votes to accept or reject the Plan and making certain certifications with respect to the Plan, and not for the purpose of allowance or disallowance of, or distribution on account of, Class 6 General Unsecured Claims. All rights of the Debtors to dispute your Claim are fully and expressly reserved. If you believe that you have received this Ballot in error, or if you believe that you have received the wrong Ballot, contact the Claims and Solicitation Agent immediately at the telephone number or email address set forth above.

The Plan will be accepted by Class 6 if it is accepted by the holders of two-thirds in amount and more than one-half in number of Claims in Class 6 that actually vote on the Plan. In the event that Class 6 rejects the Plan, the Court may nevertheless confirm the Plan and, thereby, make it binding on you if the Court finds that the Plan (a) does not unfairly discriminate against and accords fair and equitable treatment to the holders of Claims in Class 6 and all other Classes or Interests rejecting the Plan and (b) otherwise satisfies the requirements of section 1129(b) of the Bankruptcy Code. If the Plan is confirmed by the Bankruptcy Court, all holders of Claims against and Interests in the Debtors (including those holders who abstain from voting or vote to reject the Plan, and those holders who are not entitled to vote on the Plan) will be bound by the confirmed Plan and the transactions contemplated thereby.

There may be changes made to the Plan that do not materially and adversely impact an accepting Class. If such non-material changes are made to the Plan, the Debtors are not required to resolicit votes for the acceptance or rejection of the Plan.

If the Debtors revoke or withdraw the Plan, the order confirming the Plan is not entered, or consummation of the Plan does not occur, submitted Ballots shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

The Plan is premised on the administrative consolidation of the Debtors solely for the purposes of voting on the Plan, tabulating the votes to determine which Class or Classes have accepted the Plan, confirming the Plan, and the resulting treatment of all Claims and Interests and Plan Distributions

You should carefully and thoroughly review the Disclosure Statement and Plan before you vote to accept or reject the Plan. You may wish to seek legal advice concerning the Plan and classification and treatment of your Claim under the Plan.

**THE VOTING DEADLINE IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON
APRIL 22, 2025.**

[Ballot Continues on the Following Page]

Wellpath Holdings, Inc., et al.
Ballot for Class 6 (General Unsecured Claims)

Item 1. Voting - Complete This Section.

ITEM 1: PRINCIPAL AMOUNT OF CLAIMS	<p>The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the holder (or authorized signatory for a holder) of Claim(s) in the Voting Class as set forth below (your "<u>Claim</u>"). You may vote to accept or reject the Plan. You must check the applicable box in the right-hand column below to "accept" or "reject" the Plan in order to have your vote in the Voting Class counted.</p> <p>Please note that you are voting all of your Claims in the Voting Class either to accept or reject the Plan. You may not split your vote in the Voting Class. If you do not indicate that you either accept or reject the Plan in the Voting Class by checking the applicable box below, your vote in the Voting Class will not be counted. If you indicate that you both accept and reject the Plan for the Voting Class by checking both boxes below, your vote in the Voting Class will not be counted.</p> <p>The holder of the Claims in the Voting Class set forth below votes to (<i>please check one and only one box per applicable Voting Claim</i>):</p>	
Voting Class and Description	Amount	Vote to Accept or Reject Plan
Class 6 – General Unsecured Claims	<u>\$1.00</u>	<input type="checkbox"/> ACCEPT (VOTE FOR) THE PLAN <input checked="" type="checkbox"/> REJECT (VOTE AGAINST) THE PLAN

Item 2. Important Information Regarding Releases, Exculpations, and Injunctions under the Plan.²

AS A HOLDER OF THE CLAIMS IN THE VOTING CLASS IDENTIFIED IN ITEM 1, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE IX.D OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE IX.D OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE. YOU MAY ALSO VALIDLY OPT OUT OF THE RELEASES BY FILING AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN WITH THE BANKRUPTCY COURT PRIOR TO THE PLAN OBJECTION DEADLINE. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION. ALL HOLDERS OF CLAIMS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE IX OF THE

² The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the terms of the Plan, the terms of the Plan shall govern. Please read the Plan carefully before completing this Ballot.

Wellpath Holdings, Inc., *et al.*
Ballot for Class 6 (General Unsecured Claims)

PLAN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES.

YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE IX.D OF THE PLAN. HOWEVER, BY ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE IX OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

**UNLESS YOU CHECK THIS BOX, YOU
MAY WAIVE YOUR RIGHTS AGAINST
CERTAIN NON-DEBTORS**



BY CHECKING THIS BOX, THE HOLDER OF THE CLAIMS IDENTIFIED IN ITEM 1 ELECTS TO OPT OUT OF THE THIRD-PARTY RELEASE AND KEEP ITS CLAIMS AGAINST CERTAIN NON-DEBTOR PARTIES.

Article IX.C of the Plan provides for a release by the Debtors (the “**Debtor Release**”):

To the fullest extent permissible under applicable law, other than in the case of willful misconduct, gross negligence, or actual fraud (but not, for the avoidance of doubt, Avoidance Actions), each of the Debtors, the Post-Restructuring Debtors, Reorganized Wellpath, and their Estates, in each case in behalf of themselves and their respective successors, assigns, and representatives, and any and all other entities who may purport to assert any cause of action, directly or derivatively by, through, for, or because of the foregoing entities shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each Released Party from any and all claims, interests, damages, remedies, causes of action, demands, rights, debts, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter existing, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, asserted or assertable, direct or derivative, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, Post-Restructuring Debtors, Reorganized Wellpath, or their Estates, that such entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the debtors, the company (including the capital

structure, management, ownership, equity sponsorship, or operation thereof), the business operations of the Debtors, actions taken by the Debtors' board of directors or board of managers, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the Post-Restructuring Debtors or Reorganized Wellpath, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan or the Recovery Solutions Sale Order, the business or contractual arrangements between or among any of the Debtors and any Released Party, the Debtors' restructuring efforts, the ownership or operation of the Debtors by any Released Party, the distribution of any Cash or other property of the Debtors to any Released Party, the assertion or enforcement of rights or remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to claims asserted against the debtors), intercompany transactions (other than any intercompany claims that have been reinstated as contemplated above), the Restructuring Transactions, the Sale Transactions, entry into the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the orders approving the Sale Transactions, the Term Sheets, the Bidding Procedures, the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Plan Supplement, the Equity Financing Documents, the DIP Documents, the Definitive Documents, or any other documents (including any legal opinion requested by any entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Recovery Solutions Sale Order, the Confirmation Order, or the Plan or the reliance by any Released Party on the Recovery Solutions Sale Order, the Plan, or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the orders approving the Sale Transactions, the Term Sheets, the Bidding Procedures, the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Plan Supplement, the Equity Financing Documents, or the DIP Documents, the administration and implementation of the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than any obligations of any Released Party arising under the Plan, any Definitive Documents, or any other document, instrument, or agreement executed to implement the Chapter 11 Cases.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (2) a good faith settlement and compromise of the Claims released by the Debtor 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 Debtors, the Post-Restructuring Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any post-Effective Date obligations of any party or Entity under the Plan,

the Confirmation Order, any Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including any Claim or obligation arising under the Plan, or (b) any individual from any Claim or Cause of Action related to an act or omission that constitutes actual fraud, willful misconduct, or gross negligence.

Article IX.D of the Plan provides for a third-party release by the Releasing Parties (the “Third-Party Release”):

To the fullest extent permissible under applicable law, other than in the case of willful misconduct, gross negligence, or actual fraud (but not, for the avoidance of doubt, Avoidance Actions), each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each Released Party from any and all claims, interests, damages, remedies, causes of action, demands, rights, debts, actions, suits, obligations, liabilities, accounts, defenses, offsets, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter existing, contingent or non-contingent, liquidated or unliquidated, secured or unsecured, asserted or assertable, direct or derivative, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Releasing Parties or their Estates, that such entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors and the TopCo Debtors (including the capital structure, management, ownership, equity sponsorship, or operation thereof), the business operations of the Debtors, actions taken by the Debtors’ Board of Directors or Board of Managers, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the Post-Restructuring Debtors or Reorganized Wellpath, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan or the Recovery Solutions Sale Order, the business or contractual arrangements between or among any of the Debtors and any Released Party, the Debtors’ restructuring efforts, the ownership or operation of the Debtors by any Released Party, the distribution of any Cash or other property of the Debtors to any Released Party, the assertion or enforcement of rights or remedies against the Debtors, the Debtors’ in- or out-of-court restructuring efforts, any Avoidance Actions (but excluding Avoidance Actions brought as counterclaims or defenses to claims asserted against the debtors), intercompany transactions (other than any intercompany claims that have been reinstated as contemplated above), the Restructuring Transactions, the Sale Transactions, entry into the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable, the orders approving the sale transactions, the Term Sheets, the Bidding Procedures, the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Plan Supplement, the Equity Financing Documents, the DIP Documents, the Definitive Documents, or any other documents (including any legal opinion requested by any entity regarding any transaction, contract, instrument, document or other agreement contemplated by the Recovery Solutions Sale Order, the Confirmation Order, or the Plan or the reliance by any Released Party on the Recovery Solutions Sale Order, the Plan, or the Confirmation Order in lieu of such legal opinion) relating to any of the foregoing, created or entered into in connection with the

orders approving the sale transactions, the Term Sheets, the Bidding Procedures, the Restructuring Support Agreement, the Disclosure Statement, the Plan, the Plan Supplement, the Equity Financing Documents, or the DIP Documents, the administration and implementation of the Plan, or any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than any obligations of any released party arising under the Plan, any Definitive Documents, or any other document, instrument, or agreement executed to implement the Chapter 11 Cases. Notwithstanding anything to the contrary in the foregoing, the releases set forth in Article IX.D of the Plan do not release any lender under either the First Lien Credit Agreement or the Second Lien Credit Agreement from any indemnification or contribution claims of the applicable Prepetition Agent specifically provided for in the First Lien Credit Agreement or the Second Lien Credit Agreement, as applicable.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) consensual; (2) essential to the confirmation of the Plan; (3) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Restructuring Transactions and implementing the Plan; (4) a good faith settlement and compromise of the Claims released by the Third-Party Release; (5) in the best interests of the Debtors and their Estates; (6) fair, equitable, and reasonable; (7) given and made after due notice and opportunity for hearing; and (8) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, including any Claim or obligation arising under the Plan, or (2) any individual from any Claim or Cause of Action related to an act or omission that constitutes actual fraud, willful misconduct, or gross negligence.

Definitions Related to the Debtor Release and the Third-Party Release:

UNDER THE PLAN, "**RELEASED PARTIES**" MEANS, EACH OF, AND IN EACH CASE IN ITS CAPACITY AS SUCH: (A) EACH DEBTOR, (B) THE TOPCO DEBTORS, (C) EACH POST-RESTRUCTURING DEBTOR, (D) THE RECOVERY SOLUTIONS DEBTORS, (E) THE CONSENTING STAKEHOLDERS, (F) REORGANIZED WELLPATH, (G) THE DIP LENDERS, (H) THE DIP AGENT, (I) THE FIRST LIEN AGENT, (J) THE SECOND LIEN AGENT, (K) THE FRONTING LENDER, (L) EACH HOLDER OF INTERESTS, (M) EACH HOLDER OF INTERESTS IN THE POST-RESTRUCTURING DEBTORS, (N) EACH FIRST LIEN LENDER THAT IS NOT A CONSENTING FIRST LIEN LENDER AND THAT DOES NOT ELECT TO OPT OUT OF THE RELEASES IN THE PLAN, (O) EACH SECOND LIEN LENDER THAT IS NOT A CONSENTING SECOND LIEN LENDER AND THAT DOES NOT ELECT TO OPT OUT OF THE RELEASES IN THE PLAN, AND (P) THE RELATED

PARTIES OF EACH OF THE FOREGOING ENTITIES IN CLAUSES (A) THROUGH (O) OF THIS DEFINITION TO THE FULLEST EXTENT PERMITTED BY LAW OTHER THAN ANY SUCH RELATED PARTY THAT ELECTS TO OPT OUT OF THE RELEASES IN THE PLAN; *PROVIDED*, THE RELEASE OBJECTORS AND ANY OTHER PERSON THAT EITHER ELECTS TO OPT OUT OF OR OBJECTS TO THE RELEASES IN ARTICLE IX HEREOF SHALL NOT BE DEEMED RELEASED PARTIES.

UNDER THE PLAN, “**RELEASING PARTIES**” MEANS, EACH OF, AND IN EACH CASE IN ITS CAPACITY AS SUCH: (A) EACH DEBTOR, (B) THE TOPCO DEBTORS, (C) EACH POST-RESTRUCTURING DEBTOR, (D) THE RECOVERY SOLUTIONS DEBTORS, (E) THE CONSENTING STAKEHOLDERS, (F) REORGANIZED WELLPATH, (G) THE DIP LENDERS, (H) THE DIP AGENT, (I) THE FIRST LIEN AGENT, (J) THE SECOND LIEN AGENT, (K) THE FRONTING LENDER, (L) EACH HOLDER OF INTERESTS; (M) EACH HOLDER OF INTERESTS IN THE POST-RESTRUCTURING DEBTORS, (N) EACH FIRST LIEN LENDER THAT IS NOT A CONSENTING FIRST LIEN LENDER AND THAT DOES NOT ELECT TO OPT OUT OF THE RELEASES IN THE PLAN, (O) EACH SECOND LIEN LENDER THAT IS NOT A CONSENTING SECOND LIEN LENDER AND THAT DOES NOT ELECT TO OPT OUT OF THE RELEASES IN THE PLAN, (P) EACH HOLDER OF A CLAIM ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN THAT DOES NOT AFFIRMATIVELY ELECT TO OPT OUT OF BEING A RELEASING PARTY BY (I) CHECKING THE APPROPRIATE BOX ON SUCH HOLDER’S TIMELY AND PROPERLY SUBMITTED BALLOT TO INDICATE THAT SUCH HOLDER ELECTS TO OPT OUT OF THE PLAN’S RELEASE PROVISIONS OR (II) TIMELY FILING AN OBJECTION TO THE PLAN’S RELEASE PROVISIONS, (Q) EACH HOLDER OF A CLAIM THAT IS AN INCARCERATED INDIVIDUAL THAT DOES NOT AFFIRMATIVELY ELECT TO OPT OUT OF BEING A RELEASING PARTY BY DELIVERING SUCH ELECTION (BY CHECKING THE APPROPRIATE BOX ON SUCH INCARCERATED INDIVIDUAL’S BALLOT, OR BY ANOTHER MEANS OF WRITTEN COMMUNICATION, TO INDICATE THAT SUCH INCARCERATED INDIVIDUAL ELECTS TO OPT OUT OF THE PLAN’S RELEASE PROVISIONS) TO THE DEBTORS, THE CLAIMS AND SOLICITATION AGENT, OR THE BANKRUPTCY COURT BY NO LATER THAN 60 DAYS AFTER THE CONFIRMATION DATE, (R) EACH HOLDER OF A CLAIM OR INTEREST IN A NONVOTING CLASS, OR IS OTHERWISE NOT ENTITLED TO VOTE ON THE PLAN, THAT DOES NOT AFFIRMATIVELY ELECT TO OPT OUT OF BEING A RELEASING PARTY BY (I) CHECKING THE APPROPRIATE BOX ON SUCH HOLDER’S TIMELY AND PROPERLY SUBMITTED OPT-OUT FORM TO INDICATE THAT SUCH HOLDER ELECTS TO OPT OUT OF THE PLAN’S RELEASE PROVISION OR (II) TIMELY FILING AN OBJECTION TO THE PLAN’S RELEASE PROVISIONS, AND (S) THE RELATED PARTIES OF EACH OF THE FOREGOING ENTITIES IN CLAUSES (A) THROUGH (R) OF THIS DEFINITION TO THE FULLEST EXTENT PERMITTED BY LAW AND SOLELY TO THE EXTENT THAT SUCH RELATED PARTY MAY ASSERT CLAIMS OR CAUSES OF ACTION ON BEHALF OF OR IN A DERIVATIVE CAPACITY BY OR THROUGH AN ENTITY IN CLAUSES (A) THROUGH (R); *PROVIDED, HOWEVER*, THAT THE RELEASED OBJECTORS AND ANY HOLDER OF A CLAIM OR INTEREST THAT FILED A LIFT STAY MOTION, AN AUTOMATIC STAY OBJECTION, OR A PRO SE OBJECTION IN THESE CHAPTER 11 CASES SHALL NOT BE DEEMED A RELEASING PARTY; *PROVIDED*,

FURTHER, THAT, FOR THE AVOIDANCE OF DOUBT, IN NO CASE SHALL A MINOR OR AN INCOMPETENT PERSON (EACH AS DEFINED UNDER APPLICABLE STATE LAW) BE DEEMED A RELEASING PARTY.

UNDER THE PLAN, “**RELATED PARTY**” MEANS TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO ANY ENTITY, SUCH ENTITY’S PREDECESSORS, SUCCESSORS, ASSIGNS, AND AFFILIATES (WHETHER BY OPERATION OF LAW OR OTHERWISE) AND SUBSIDIARIES, AND EACH OF THEIR RESPECTIVE RELATED FUNDS, MANAGED ACCOUNTS OR FUNDS OR INVESTMENT VEHICLES, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, SHAREHOLDERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, ATTORNEYS, ACCOUNTANTS, ACTUARIES, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, MANAGEMENT COMPANIES, EQUITY SPONSORS, INVESTMENT MANAGERS, FUND ADVISORS, DIRECT AND INDIRECT PARENT ENTITIES, DIRECT AND INDIRECT INVESTORS, DIRECT AND INDIRECT EQUITY PARTICIPANTS, “CONTROLLING PERSONS” (WITHIN THE MEANING OF THE FEDERAL SECURITIES LAW), HEIRS, ADMINISTRATORS AND EXECUTORS, AND OTHER PROFESSIONALS, IN EACH CASE ACTING IN SUCH CAPACITY WHETHER CURRENT OR FORMER, INCLUDING IN THEIR CAPACITY AS DIRECTORS, AS APPLICABLE; *PROVIDED*, THAT, FOR THE AVOIDANCE OF DOUBT, (A) THE PROFESSIONAL CORPORATIONS AND THEIR RESPECTIVE OWNERS AND EMPLOYEES SHALL NOT BE DEEMED RELATED PARTIES AND (B) THE TERM “RELATED PARTIES” INCLUDES A RELATED PARTY’S RELATED PARTIES.

Article IX.E of the Plan provides for an exculpation of certain parties (the “**Exculpation**”):

Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either the Debtor Release or the Third-Party Release, and except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action or any claim arising from the Petition Date through the Effective Date related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable the Chapter 11 Cases, the Disclosure Statement, the Plan (including the Plan Supplement), the DIP Documents (including with respect to the DIP Facility and DIP Roll-Up Loans), the Restructuring Support Agreement, the Equity Financing Documents, the Takeback Facility Documents, the Liquidating Trust Agreement, the Bidding Procedures, the Purchase Agreement(s), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the marketing of the Corrections Business, the administration and implementation of the Plan, including the issuance of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement (excluding, for the avoidance of doubt, providing any legal opinion effective as of the Effective Date requested

by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan), except for claims related to any act or omission that is determined in a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon Consummation of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan. Notwithstanding the foregoing, the exculpation shall not release any obligation or liability of any Entity for any post-Effective Date obligation under the Plan or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

UNDER THE PLAN, “**EXCULPATED PARTIES**” MEANS, COLLECTIVELY, AND IN EACH CASE IN ITS CAPACITY AS SUCH: (A) EACH OF THE DEBTORS; (B) THE TOPCO DEBTORS; (C) THE COMMITTEE; AND (D) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES IN CLAUSES (A) AND (B), SUCH ENTITY’S INDEPENDENT DIRECTORS.

Article IX.F of the Plan establishes an injunction (the “**Injunction**”):

Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Post-Restructuring Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan; *provided*, that, for the avoidance of doubt, Article IX.F of the Plan shall not apply to parties that timely opt out of the Third-Party Release to preserve their claims against the Released Parties.

Wellpath Holdings, Inc., et al.
Ballot for Class 6 (General Unsecured Claims)


Item 3. Certifications and Acknowledgements.

Upon execution of this Ballot, the undersigned certifies and acknowledges the following:

- a. as of the Voting Record Date, the undersigned was the holder (or authorized signatory for a holder) of the Claims in the Voting Class as set forth in Item 1;
- b. the holder has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- c. the holder has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- d. the holder has cast the same vote with respect to all of the holder's Claims in the Voting Class;
- e. the holder understands and acknowledges that if multiple Ballots are submitted voting the Claims set forth in Item 1, only the last properly completed Ballot voting the Claims and received by the Claims and Solicitation Agent before the Voting Deadline shall be deemed to reflect the voter's intent and, thus, to supersede and revoke any prior Ballots received by the Claims and Solicitation Agent;
- f. the receipt or submission of this Ballot shall not constitute or be deemed a Proof of Claim, an assertion of a Claim, or the allowance of a Claim;
- g. the Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Plan or opt out of the Plan's third-party releases; and
- h. the holder understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the holder and shall not be affected by, and shall survive, the death or incapacity of the holder.

Item 4. Holder Information and Signature.

Name of Holder: Gracieune Myers
(print or type)

Signature: 

Name of Signatory: Mar R Ginsling
(if other than Holder)

Title: Attorney at Record

Wellpath Holdings, Inc., et al.
Ballot for Class 6 (General Unsecured Claims)

Address: 15500 New Barn Rd
Suite 107
Miami Lakes, FL 33014
Date Completed: 4/18/2025

MEYERS, GRACIENNE
C/O MARC R GINSBERG, ESQ
15500 NEW BARN RD, STE 107
MIAMI LAKES, FL 33014

Voting Amount: \$1.00

**THE VOTING DEADLINE IS 4:00 P.M. (PREVAILING CENTRAL TIME) ON
APRIL 22, 2025.**

**PLEASE COMPLETE AND DATE THE BALLOT AND RETURN IT PROMPTLY WITH
AN ORIGINAL SIGNED COPY IN THE ENVELOPE PROVIDED, BY USING ONE OF
THE ADDRESSES BELOW, OR BY VOTING ELECTRONICALLY (INSTRUCTIONS
BELOW) SO THAT IT IS ACTUALLY RECEIVED BY THE CLAIMS AND
SOLICITATION AGENT (EPIQ CORPORATE RESTRUCTURING, LLC) BY THE
VOTING DEADLINE.**

**ANY BALLOT OF AN INCARCERATED INDIVIDUAL POST-MARKED BY NO
LATER THAN 60 DAYS AFTER THE CONFIRMATION DATE, BUT ACTUALLY
RECEIVED AFTER THE VOTING DEADLINE, MAY NOT BE COUNTED FOR
VOTING PURPOSES ABSENT THE CONSENT OF THE DEBTORS; *HOWEVER*, SUCH
BALLOT MAY BE COUNTED WITH RESPECT TO ANY SUCH INCARCERATED
INDIVIDUAL'S ELECTION TO OPT OUT OF THE RELEASES.**

By first class mail, overnight courier, or hand delivery to:

**Wellpath Holdings, Inc.
c/o Epiq Ballot Processing
P.O. Box 4422
Beaverton, OR 97076-4422**

By overnight courier, or hand delivery to:

**Wellpath Holdings, Inc. Ballot Processing
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005**

**If you would like to coordinate hand delivery of your Ballot, please email
WellpathInfo@epiqglobal.com and provide the anticipated date and time of
your delivery.**

By electronic, online submission:

Please visit <http://dm.epiq11.com/Wellpath> (the “E-Ballot Portal”). Click on the “E-Ballot” link under the Case Actions section of the website and follow the instructions to submit your Ballot.

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

Unique E-Ballot ID#: 8396-4688533419

The Claims and Solicitation Agent’s online portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the Claims and Solicitation Agent’s online portal should NOT also submit a paper Ballot.

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT OR THE SOLICITATION OR VOTING PROCESS, IF YOU DID NOT RECEIVE A COPY OF THE DISCLOSURE STATEMENT OR PLAN, OR IF YOU NEED ADDITIONAL COPIES OF THE ENCLOSED MATERIALS, PLEASE CONTACT THE CLAIMS AND SOLICITATION AGENT TOLL FREE AT (888) 884-6182 (U.S.) OR (503) 479-4073 (INTERNATIONAL). ANY BALLOT RECEIVED AFTER THE VOTING DEADLINE OR OTHERWISE NOT IN COMPLIANCE WITH THE DISCLOSURE STATEMENT ORDER WILL NOT BE COUNTED.

VOTING INSTRUCTIONS

A. Review and Complete Item 1

1. Item 1 above shows that amount of Class 6 General Unsecured Claims you hold as of the Voting Record Date solely for purposes of voting on the Plan.³ The actual amount of your Claim for purposes of distributions under the Plan may differ.
2. If you disagree with the Claim amount listed in Item 1 for purposes of voting on the Plan, the deadline for you to file a Rule 3018 Motion for temporary allowance of your Claim in

³ This amount has been pre-populated by the Debtors’ Claims and Solicitation Agent based on (a) the undisputed, non-contingent, liquidated amount of a Claim set forth on the Schedules, (b) if a holder timely and properly filed a Proof of Claim, the undisputed, non-contingent, liquidated amount set forth thereon, and (c) whether a Claim is listed on the Schedules as contingent, unliquidated, or disputed (to the extent such Claim is not superseded by a timely filed Proof of Claim); in each case, subject to the Solicitation and Voting Procedures.

a different amount for voting purposes is April 7, 2025 at 4:00 p.m. (prevailing Central Time).

3. Item 1 allows you to either “Accept (Vote For)” the Plan or “Reject (Vote Against)” the Plan. Please check only one box.
4. Your Ballot may not be counted if you check both boxes, or do not check any boxes in Item 1.
5. You must vote all of your Claims either to accept or reject the Plan; you may not split your votes. Accordingly, if you return more than one Ballot voting different or inconsistent Class 6 General Unsecured Claims or the Ballots are not voted in the same manner, and if you do not correct this before the Voting Deadline, those Ballots may not be counted. Ballots from a holder that attempts to partially accept and partially reject the Plan may likewise not be counted even if such Ballots are otherwise properly completed and executed and timely returned.

B. Review Item 2 and Complete If Necessary

1. Item 2 above contains important information regarding the releases contained in the Plan. Please review Item 2 carefully.
2. If you wish to opt-out of the Third-Party Release, check the box in Item 2.
3. If you wish to abstain from voting on the Plan, but wish to opt-out of the Third-Party Release in Item 2, you must properly complete, execute, and deliver this Ballot by the Voting Deadline as instructed above.

C. Review Item 3

1. Carefully review the certifications in Item 3 above.

D. Review and Complete Item 4

1. Item 4 requires you to provide certain information. Please review and provide all the required information requested in Item 4 and your signature.
2. If you are completing this Ballot on behalf of another Person or other Entity, indicate your relationship with such Person or other Entity and the capacity in which you are signing. The Debtors or the Claims and Solicitation Agent may, at a later date, require you to submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act).
3. When completing this Ballot, please ensure that the information provided and the boxes marked are legible and you have provided all the information requested. In accordance with the Solicitation and Voting Procedures, any Ballot that is illegible, contains insufficient information to identify the holder, is otherwise incomplete, or is unsigned may not be counted.

E. Return Your Ballot

1. You must return an original signed copy of your completed Ballot so that it is actually received by the Claims and Solicitation Agent by the Voting Deadline, **4:00 P.M. (PREVAILING CENTRAL TIME) ON APRIL 22, 2025.** Any Ballot of an incarcerated individual post-marked by no later than 60 days after the Confirmation Date, but actually received after the Voting Deadline, may not be counted for voting purposes absent the consent of the Debtors; *however*, such Ballot may be counted with respect to any such incarcerated individual's election to opt out of the Third-Party Release.
2. You may return you Ballot by mailing it in the envelope provided, or through one of the methods below:

By first class mail, overnight courier, or hand delivery to:

**Wellpath Holdings, Inc.
c/o Epiq Ballot Processing
P.O. Box 4422
Beaverton, OR 97076-4422**

By overnight courier, or hand delivery to:

**Wellpath Holdings, Inc. Ballot Processing
c/o Epiq Ballot Processing
10300 SW Allen Boulevard
Beaverton, OR 97005**

If you would like to coordinate hand delivery of your Ballot, please email WellpathInfo@epiqglobal.com and provide the anticipated date and time of your delivery.

3. Alternatively, you may complete and submit your Ballot online by visiting <http://dm.epiq11.com/Wellpath> (the "E-Ballot Portal"). Click on the "E-Ballot" link under the Case Actions section of the website and follow the instructions to submit your Ballot. You will need your Unique E-Ballot ID# provided in Item 4 above.
4. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, only the latest-dated, properly completed and executed, and otherwise valid Ballot timely received will be deemed to reflect the voter's intent and, thus, will supersede any prior valid Ballots.

If you have any questions regarding this Ballot, or if you did not receive a copy of the Disclosure Statement or Plan, or if you need additional copies of the enclosed materials, please contact the Claims and Solicitation Agent at WellpathInfo@epiqglobal.com or call (888) 884-6182 (US toll free) or (503) 479-4073 (international).

PLEASE SUBMIT YOUR BALLOT PROMPTLY!