

**Exhibit B**

[Stipulations]

Stipulation 1

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re:	Chapter 11
Wordsworth Academy, <i>et al.</i> , <sup>1</sup>	Case No. 17- 14463 (AMC)
Debtors.	Jointly Administered

STIPULATION REGARDING TORT CLAIMS FILED  
BY MARVIN CANADY AND BROOKE DIGGS

RECITALS

A. On June 30, 2017 (the "Petition Date"), Debtors Wordsworth Academy, Wordsworth CUA5 and Wordsworth CUA10 (collectively, the "Debtors") each commenced a case under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Pennsylvania ("Court").

B. On or about April 6, 2016, Marvin Canady and Brooke Diggs (collectively the "Plaintiff") initiated a civil action against one or more of the Debtors in the Philadelphia Court of Common Pleas, assigned Case No. 00433, April Term, 2016 (the "Claim").

C. The Plaintiff and the Debtors agree that Debtors' liability to the Plaintiff, if any, appears to be covered by one or more commercial insurance policies maintained by the Debtors. The Debtors have identified the applicable insurance policy or policies and produced them to the

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Wordsworth Academy (9031); Wordsworth CUA 5, LLC (0983); and Wordsworth CUA 10, LLC (5980). Wordsworth Academy has an address at 3300 Henry Ave., Philadelphia, PA 19129.

Plaintiff. The Debtors make no representations or warranties as to the availability or terms of applicable insurance.

D. As of the Petition Date, the commencement or continuation of any action relating to, and any attempt to collect a debt from, the Debtors, including the Claims, was stayed under section 362(a) of the Bankruptcy Code (the "Automatic Stay").

E. The Plaintiff seeks, and the Debtors, after consultation with the Official Committee of Unsecured Creditors in these cases, consent to the modification of the Automatic Stay on the terms and subject to the conditions set forth herein so as to allow the commencement and/or continued prosecution of the Claims to settlement or judgment so long as Plaintiff seeks to collect any settlement or judgment that may be obtained against any of the Debtors solely from insurance, to the extent that coverage is available, or other sources that do not come directly or indirectly from assets of the Debtors' estates.

F. The Debtors intend to file a Plan of reorganization in the Court which incorporates the terms of this Stipulation (as such plan may be amended or modified, the "Plan").

#### AGREEMENT

1. Modification of the Automatic Stay: Upon approval of this Stipulation by the Court, the Automatic Stay shall be modified to permit the Plaintiff to (a) prosecute to settlement or judgment the Claims, and any subsequent appeals taken by any of the parties thereto, solely for the purpose of determining the liability and damages, if any, of any of the Debtors with respect to the Claims and (b) collect and enforce any such settlement, verdict, final judgment or arbitration award solely from the proceeds of Debtors' insurance policy or policies to the extent

that coverage is available, or other sources that do not come directly or indirectly from assets of the Debtors' estates.

2. Waiver of Rights Against Estates: In consideration of the agreement of the Debtors to the modification of the Automatic Stay as described in paragraph 1, the Plaintiff hereby agrees that upon the Effective Date of the Plan, the Plaintiff waives and relinquishes any right to collect on any Claims that Plaintiff ever had, now has, or hereafter may have against the assets or properties of the Debtors' estates, without prejudice to the Plaintiff's recovery, if any, from the insurance or from any other non-debtor source, by way of compromise and settlement or judgment or otherwise, provided that such recovery is not made directly or indirectly from the assets or properties of the Debtors' estates and would not result in any cost to the Debtors.

3. Impairment and the Plan: Plaintiff understands that by waiving the right to collect on the Claims from assets of the estate other than applicable insurance, the Plaintiff's Claims are impaired as that term is defined in Section 1124 of the Bankruptcy Code. Plaintiff agrees to vote in favor of any Plan proposed by the Debtors that incorporates the provisions of this Stipulation fully and make any election under such plan necessary to continue this Stipulation in full force and effect after the Effective Date of the Plan.<sup>2</sup> Reciprocally, the Debtors agree to propose a Plan which fully honors and incorporates the terms of this Stipulation.

4. Limitations of Stay Relief: Except to the extent expressly set forth in paragraph 1 hereof, the provisions of section 362 of the Bankruptcy Code, including, without limitation, those provisions prohibiting execution, enforcement or collection of any judgment that may be obtained against any of the Debtors from and against any assets or properties of the Debtors'

---

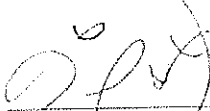
<sup>2</sup> In the event Plaintiff fails to timely submit a ballot in favor of the Plan, the Plaintiff shall be deemed, to the extent permitted by law, to have submitted a ballot voting in favor of the Plan.

estates, shall remain in full force and effect, and neither the Plaintiff nor any agents, attorneys or representatives of the Plaintiff shall take any action or attempt to cause any action to be taken to collect all or any portion of any amounts directly or indirectly from the Debtors or their estates. Nothing contained herein shall constitute or operate as a waiver or modification of the Automatic Stay for the benefit of any person or entity other than the Plaintiff with respect to the Claims.

5. Authority: Plaintiff represents and warrants that Plaintiff is represented by counsel and has consulted with counsel regarding this Stipulation, and fully understands and agrees to the Stipulation. Plaintiff's undersigned counsel represents that he has authority to execute this Stipulation on behalf of the Plaintiff. Debtors' counsel represents that he has authority to bind the Debtors, subject to approval of the Court.

Intending to be legally bound, the parties through their respective counsel, have executed this stipulation, understanding that it is not effective until approved by the Court.

LIPSKY AND BRANDT



Louis I. Lipsky, Esq.  
*Counsel for Plaintiff*

DILWORTH PAXSON LLP



Lawrence G. McMichael, Esq.  
Peter C. Hughes, Esq.  
*Counsel for Debtors*

Stipulation 2

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

---

In re:	:	Chapter 11
	:	
Wordsworth Academy, <i>et al.</i> , <sup>1</sup>	:	Case No. 17- 14463 (AMC)
	:	
Debtors.	:	Jointly Administered
	:	

---

STIPULATION REGARDING TORT CLAIMS

RECITALS

A. On June 30, 2017 (the "Petition Date"), Debtors Wordsworth Academy, Wordsworth CUA5 and Wordsworth CUA10 (collectively, the "Debtors") each commenced a case under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Pennsylvania ("Court").

B. On October 13, 2016, Elizabeth Hess, Administrator of the Estate of David M. Hess, Deceased (the "Plaintiff") made a claim or demand or initiated a civil action against one or more of the Debtors (the "Claim").

C. The Plaintiff and the Debtors agree that Debtors' liability to the Plaintiff, if any, appears to be covered by one or more commercial insurance policies maintained by the Debtors. The Debtors have identified the applicable insurance policy or policies and produced them to the Plaintiff.

---

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Wordsworth Academy (9031); Wordsworth CUA 5, LLC (0983); and Wordsworth CUA 10, LLC (5980). Wordsworth Academy has an address at 3300 Henry Ave., Philadelphia, PA 19129.



D. As of the Petition Date, the commencement or continuation of any action relating to, and any attempt to collect a debt from, the Debtors, including the Claim, was stayed under section 362(a) of the Bankruptcy Code (the "Automatic Stay").

E. The Plaintiff seeks, and the Debtors, after consultation with the Official Committee of Unsecured Creditors in these cases, consent to the modification of the Automatic Stay on the terms and subject to the conditions set forth herein so as to allow the commencement and/or continued prosecution of the Claim to settlement or judgment so long as Plaintiff seeks to collect any settlement or judgment that may be obtained against any of the Debtors solely from insurance, to the extent that coverage is available, or other sources that do not come directly or indirectly from assets of the Debtors' estates.

F. The Debtors intend to file a Plan of reorganization in the Court which incorporates the terms of this Stipulation (as such plan may be amended or modified, the "Plan").

### AGREEMENT

1. Modification of the Automatic Stay: Upon approval of this Stipulation by the Court, the Automatic Stay shall be modified to permit the Plaintiff to (a) prosecute to settlement or judgment the Claim, and any subsequent appeals taken by any of the parties thereto, solely for the purpose of determining the liability and damages, if any, of any of the Debtors with respect to the Claim and (b) collect any such settlement or judgment solely from the proceeds of Debtors' insurance policy or policies to the extent that coverage is available, or other sources that do not come directly or indirectly from assets of the Debtors' estates.

2. Waiver of Rights Against Estates: In consideration of the agreement of the Debtors to the modification of the Automatic Stay as described in paragraph 1, the Plaintiff hereby agrees that upon the Effective Date of the Plan, the Plaintiff waives and relinquishes any right to collect on any Claim that Plaintiff ever had, now has, or hereafter may have against the assets or properties of the Debtors' estates, without prejudice to the Plaintiff's recovery, if any, from the insurance or from any other non-debtor source, by way of compromise and settlement or judgment or otherwise, provided that such recovery is not made directly or indirectly from the assets or properties of the Debtors' estates and would not result in any cost to the Debtors.

3. Impairment and the Plan: Plaintiff understands that by waiving the right to collect on the Claim from assets of the estate other than applicable insurance, the Plaintiff's Claim is impaired as that term is defined in Section 1124 of the Bankruptcy Code. Plaintiff agrees to vote in favor of any Plan proposed by the Debtors that incorporates the provisions of this Stipulation fully and make any election under such plan necessary to continue this Stipulation in full force and effect after the Effective Date of the Plan.<sup>2</sup> Reciprocally, the Debtors agree to propose a Plan which fully honors and incorporates the terms of this Stipulation.

4. Limitations of Stay Relief: Except to the extent expressly set forth in paragraph 1 hereof, the provisions of section 362 of the Bankruptcy Code, including, without limitation, those provisions prohibiting execution, enforcement or collection of any judgment that may be obtained against any of the Debtors from and against any assets or properties of the Debtors' estates, shall remain in full force and effect, and neither the Plaintiff nor any agents, attorneys or

---

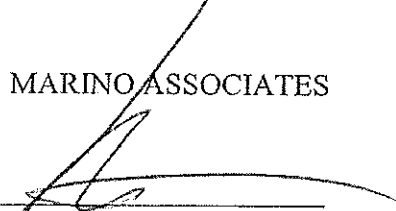
<sup>2</sup> In the event Plaintiff fails to timely submit a ballot in favor of the Plan, the Plaintiff shall be deemed, to the extent permitted by law, to have submitted a ballot voting in favor of the Plan.

representatives of the Plaintiff shall take any action or attempt to cause any action to be taken to collect all or any portion of any amounts directly or indirectly from the Debtors or their estates. Nothing contained herein shall constitute or operate as a waiver or modification of the Automatic Stay for the benefit of any person or entity other than the Plaintiff with respect to the Claim.

5. Authority: Plaintiff represents and warrants that Plaintiff is represented by counsel and has consulted with counsel regarding this Stipulation, and fully understands and agrees to the Stipulation. Plaintiff's undersigned counsel represents that he has authority to execute this Stipulation on behalf of the Plaintiff. Debtors' counsel represents that he has authority to bind the Debtors, subject to approval of the Court.

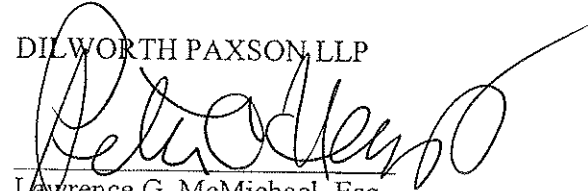
Intending to be legally bound, the parties through their respective counsel, have executed this stipulation, understanding that it is not effective until approved by the Court.

MARINO ASSOCIATES



Steven F. Marino, Esq.  
Joseph Auddino, Esq.  
*Counsel for Plaintiff*

DILWORTH PAXSON LLP



Lawrence G. McMichael, Esq.  
Peter C. Hughes, Esq.  
*Counsel for Debtors*

Stipulation 3

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

---

In re:	:	Chapter 11
	:	
Wordsworth Academy, <i>et al.</i> , <sup>1</sup>	:	Case No. 17- 14463 (AMC)
	:	
Debtors.	:	Jointly Administered
	:	

---

STIPULATION REGARDING TORT CLAIMS FILED  
BY MARY HOOD AND WILLIAM CALANDRA, ESQUIRE

RECITALS

A. On June 30, 2017 (the "Petition Date"), Debtors Wordsworth Academy, Wordsworth CUA5 and Wordsworth CUA10 (collectively, the "Debtors") each commenced a case under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Eastern District of Pennsylvania ("Court").

B. On March 14, 2016, Mary Hood ( "Plaintiff 1") initiated a civil action against one or more of the Debtors in the Philadelphia Court of Common Pleas, assigned Case Identification Number 160300931 (the "Claim 1"). Claim 1 is under the caption : M.S., a minor, by her legal guardian Mary Hood v. Wordsworth Academy and Wordsworth Behavioral Health.

C. On June 22, 2017 and July 11, 2017, William A. Calandra, Esquire ( "Plaintiff 2" or collectively "Plaintiffs" with William Calandra and Mary Hood) initiated civil actions against one or more of the Debtors in the Philadelphia Court of Common Pleas, assigned Case

---

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number, are: Wordsworth Academy (9031); Wordsworth CUA 5, LLC (0983); and Wordsworth CUA 10, LLC (5980). Wordsworth Academy has an address at 3300 Henry Ave., Philadelphia, PA 19129.

Identification Numbers 170602450 and 170700779 (the "Claim 2" and "Claim 3"; collectively the "Claims" with Claim 1, 2, and 3). Claims 2 and 3 are under the captions : William A. Calandra, Esquire, Administrator of the Estate of Esa Bradley, a minor (deceased) on behalf of Decedent's Heirs-at-Law and Next-of-Kin minors Z.G., S.W., and I.P. v. Wordsworth CUA 5; and A.S., a minor, by his Guardian Ad Litem William A. Calandra, Esquire v. Wordsworth CUA 5, respectively.

D. The Plaintiffs and the Debtors agree that Debtors' liability to the Plaintiffs, if any, appears to be covered by one or more commercial insurance policies maintained by the Debtors. The Debtors have identified the applicable insurance policy or policies and produced them to the Plaintiffs. The Debtors make no representations or warranties as to the availability or terms of applicable insurance.

E. As of the Petition Date, the commencement or continuation of any action relating to, and any attempt to collect a debt from, the Debtors, including the Claims, was stayed under section 362(a) of the Bankruptcy Code (the "Automatic Stay").

F. The Plaintiffs seek, and the Debtors, after consultation with the Official Committee of Unsecured Creditors in these cases, consent to the modification of the Automatic Stay on the terms and subject to the conditions set forth herein so as to allow the commencement and/or continued prosecution of the Claims to settlement or judgment so long as Plaintiffs seek to collect any settlement or judgment that may be obtained against any of the Debtors solely from insurance, to the extent that coverage is available, or other sources that do not come directly or indirectly from assets of the Debtors' estates.

G. The Debtors intend to file a Plan of reorganization in the Court which incorporates the terms of this Stipulation (as such plan may be amended or modified, the "Plan").

### AGREEMENT

1. Modification of the Automatic Stay: Upon approval of this Stipulation by the Court, the Automatic Stay shall be modified to permit the Plaintiffs to (a) prosecute to settlement or judgment the Claims, and any subsequent appeals taken by any of the parties thereto, solely for the purpose of determining the liability and damages, if any, of any of the Debtors with respect to the Claims and (b) collect and enforce any such settlement, verdict, final judgment or arbitration award solely from the proceeds of Debtors' insurance policy or policies to the extent that coverage is available, or other sources that do not come directly or indirectly from assets of the Debtors' estates.

2. Waiver of Rights Against Estates: In consideration of the agreement of the Debtors to the modification of the Automatic Stay as described in paragraph 1, the Plaintiffs hereby agree that upon the Effective Date of the Plan, the Plaintiffs waive and relinquish any right to collect on any Claims that Plaintiffs ever had, now has, or hereafter may have against the assets or properties of the Debtors' estates, without prejudice to the Plaintiffs' recovery, if any, from the insurance or from any other non-debtor source, by way of compromise and settlement or judgment or otherwise, provided that such recovery is not made directly or indirectly from the assets or properties of the Debtors' estates and would not result in any cost to the Debtors.

3. Impairment and the Plan: Plaintiffs understand that by waiving the right to collect on the Claims from assets of the estate other than applicable insurance, the Plaintiffs' Claims are impaired as that term is defined in Section 1124 of the Bankruptcy Code. Plaintiffs agree to vote

in favor of any Plan proposed by the Debtors that incorporates the provisions of this Stipulation fully and make any election under such plan necessary to continue this Stipulation in full force and effect after the Effective Date of the Plan.<sup>2</sup> Reciprocally, the Debtors agree to propose a Plan which fully honors and incorporates the terms of this Stipulation.

4. Limitations of Stay Relief: Except to the extent expressly set forth in paragraph 1 hereof, the provisions of section 362 of the Bankruptcy Code, including, without limitation, those provisions prohibiting execution, enforcement or collection of any judgment that may be obtained against any of the Debtors from and against any assets or properties of the Debtors' estates, shall remain in full force and effect, and neither the Plaintiffs nor any agents, attorneys or representatives of the Plaintiffs shall take any action or attempt to cause any action to be taken to collect all or any portion of any amounts directly or indirectly from the Debtors or their estates. Nothing contained herein shall constitute or operate as a waiver or modification of the Automatic Stay for the benefit of any person or entity other than the Plaintiffs with respect to the Claims.

5. Authority: Plaintiffs represent and warrant that Plaintiffs are represented by counsel and has consulted with counsel regarding this Stipulation, and fully understands and agrees to the Stipulation. Plaintiffs' undersigned counsel represents that he has authority to execute this Stipulation on behalf of the Plaintiffs. Debtors' counsel represents that he has authority to bind the Debtors, subject to approval of the Court.

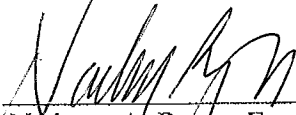
Intending to be legally bound, the parties through their respective counsel, have executed this stipulation, understanding that it is not effective until approved by the Court.

---

<sup>2</sup> In the event Plaintiff fails to timely submit a ballot in favor of the Plan, the Plaintiff shall be deemed, to the extent permitted by law, to have submitted a ballot voting in favor of the Plan.



KLINE & SPECTER, P.C.



Nadeem A. Bezar, Esq.  
Emily B. Marks, Esq.  
Kyle B. Nocho, Esq.  
*Counsel for Plaintiffs*

DILWORTH PAXSON LLP



Lawrence G. McMichael, Esq.  
Peter C. Hughes, Esq.  
*Counsel for Debtors*