

**Exhibit B**

[Stipulations]

Stipulation 1

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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

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**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 6, 2017, S.N.<sup>2</sup> (“Plaintiff 1”) made a claim or a demand against one or more of the Debtors (“Claim 1”). Plaintiff 1 has not filed or initiated a civil action for Claim 1.

C. On October 6, 2017, Tamekia Glenn as Administratrix of the Estate of Tamia McCurdy (“Plaintiff 2”) made a claim or demand against one or more of the Debtors (“Claim 2”). Plaintiff 2 has not filed or initiated a civil action for Claim 2.

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<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.

<sup>2</sup> S.N. made a claim or demand of being a minor victim of sexual assault and uses her initials in this Stipulation to preserve her privacy.

D. On October 6, 2017, Casey Alston as Parent of minor J.A. ("Plaintiff 3") made a claim or demand against one or more of the Debtors ("Claim 3"). Plaintiff 3 has not filed or initiated a civil action for Claim 3.

E. On October 6, 2017, Nick McIntosh as Parent of minor of M.A. ("Plaintiff 4" or collectively "Plaintiffs" with S.N., Tamekia Glenn, and Casey Alston) made a claim or demand against one or more of the Debtors ("Claim 4"; collectively the "Claims" with Claim 1, 2, 3, and 4). Plaintiff 4 has not filed or initiated a civil action for Claim 4.

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.

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 have filed a Plan of reorganization in the Court which incorporates the terms of Stipulations such as 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. The Debtors hereby assign and transfer to each Plaintiff all of the Debtors’ rights to enforce against the Insurer the Debtors’ insurance contracts relating to such Plaintiff’s claims, including “Bad Faith” claims against the Insurer should such claims rise, in the event that such Plaintiff obtains a judgment against any Debtor as a consequence of the stipulated relief from stay. No further document or agreement is necessary to effectuate this assignment and transfer.

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 have, 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>3</sup> The Debtors agree that any amended Plan proposed will fully honor and incorporate 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.


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<sup>3</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.

5. Authority: Plaintiffs represent and warrant that Plaintiffs are represented by counsel and have consulted with counsel regarding this Stipulation, and fully understand and agree 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.

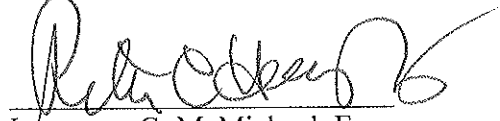
Intending to be legally bound, the parties through their respective counsel, have executed this stipulation, understanding that it is not effective until approved by the Court.

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*

Stipulation 2



UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

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

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STIPULATION REGARDING TORT CLAIMS OF TAAHIRA TRUITT

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. Taahira Truitt (the "Plaintiff") through counsel has made a claim or demand against Wordsworth Academy arising from injuries alleged to be suffered by the Plaintiff in a motor vehicle accident which occurred on or about December 24, 2015 (the "Claim").

C. The liability of Wordsworth Academy and Govcnina Ruffin to the Plaintiff, if any, is indemnified by one or more commercial insurance policies maintained by the Debtors, including, but not limited to, the Alliance of Nonprofits for Insurance Risk Retention Group policy provided to Plaintiff's counsel which Debtors acknowledge was in full force and effect on the date of the Claim.

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 have filed a Plan of Reorganization in the Court (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 allows the Plaintiff to pursue any available insurance coverage with respect to the Claim. The Debtors agree to propose a Plan which is consistent with 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 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.

6. Insurance: The Debtors have made a good faith effort to identify the applicable insurance policy or policies and to produce them to the Plaintiff. The Debtors shall have a continuing obligation to cooperate with respect to reasonable requests of the Plaintiff for information regarding insurance coverage. Notwithstanding the foregoing, the obligations of the parties to this Stipulation shall not depend in any way on the terms of any applicable insurance, and Plaintiff acknowledges that Plaintiff is not entering into this Stipulation on the basis of any representations or warranties of the Debtors or their counsel regarding the existence, terms, applicability, availability or limits of insurance. Neither the Debtors nor their counsel shall be deemed to have made any representations or warranties regarding the existence, terms, applicability, availability or limits of insurance, nor shall the Debtors or their counsel be deemed to have made any representations or warranties regarding any other claims which may be asserted with respect to insurance.

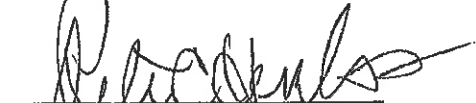
Intending to be legally bound, the parties, through their respective counsel, have executed this stipulation, understanding that it is not effective until approved by the Court.

Spear, Greenfield,  
Richman & Weitz, P.C.



Marc F. Greenfield, 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> ,	:	Case No. 17- 14463 (AMC)
	:	
Debtors.	:	Jointly Administered
	:	

STIPULATION REGARDING TORT CLAIMS OF M.T., A MINOR

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. M.T., a minor (the "Plaintiff") through counsel has made a claim or demand against Wordsworth Academy arising from injuries alleged to be suffered by the Plaintiff at Wordsworth Academy on May 16, 2017 (the "Claim").

C. The liability of Wordsworth Academy to the Plaintiff, if any, may be covered by one or more commercial insurance policies maintained by the Debtors.

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 have filed a Plan of Reorganization in the Court (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 allows the Plaintiff to pursue any available insurance coverage with respect to the Claim. The Debtors agree to propose a Plan which is consistent with 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 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.

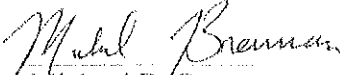
6. Insurance: The Debtors have made a good faith effort to identify the applicable insurance policy or policies and to produce them to the Plaintiff. The Debtors shall have a continuing obligation to cooperate with respect to reasonable requests of the Plaintiff for



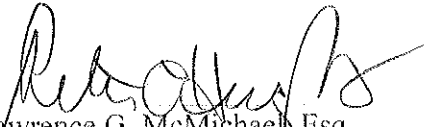
information regarding insurance coverage. Notwithstanding the foregoing, the obligations of the parties to this Stipulation shall not depend in any way on the terms of any applicable insurance, and Plaintiff acknowledges that Plaintiff is not entering into this Stipulation on the basis of any representations or warranties of the Debtors or their counsel regarding the existence, terms, applicability, availability or limits of insurance. Neither the Debtors nor their counsel shall be deemed to have made any representations or warranties regarding the existence, terms, applicability, availability or limits of insurance, nor shall the Debtors or their counsel be deemed to have made any representations or warranties regarding any other claims which may be asserted with respect to insurance.

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.

DITOMASO LAW

  
Michael D. Brennan  
*Counsel for Plaintiff*

DILWORTH PAXSON LLP

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