

Exhibit B

[Stipulation]

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

In re:	:
	: Chapter 11
Wordsworth Academy, <i>et al.</i> , ¹	:
	: 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 April 24, 2018, M.M.² (“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 April 30, 2018, Minors Z.D.1, Z.D.2, Z.D.3, and Z.D.4 (collectively “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.

D. On April 30, 2018, Minors M.H.1 and S.H. (collectively “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.

¹ 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.

² Each of the Plaintiffs made a claim or demand of being a minor victim and uses his or her initials in this Stipulation to preserve privacy.

E. On April 30, 2018, Minor J.F. (“Plaintiff 4”) made a claim or demand against one or more of the Debtors (“Claim 4”). Plaintiff 4 has not filed or initiated a civil action for Claim 4.

F. On April 30, 2018, Minor M.H.2 (“Plaintiff 5” or collectively “Plaintiffs” with M.M., Z.D.1, Z.D.2, Z.D.3, Z.D.4, J.F., M.H.1, and S.H.) made a claim or demand against one or more of the Debtors (“Claim 5”; collectively the “Claims” with Claim 1, 2, 3, and 4). Plaintiff 5 has not filed or initiated a civil action for Claim 5.

G. Plaintiffs and the Debtors agree that Debtors’ liability to Plaintiffs, if any, appears to be covered by one or more commercial insurance policies maintained by the Debtors. The Debtors agree to identify the applicable insurance policy or policies and produce them to Plaintiffs.

H. 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”).

I. The Debtors 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”).

J. On December 18, 2017, the Bankruptcy Court entered an Order (the “Confirmation Order”) confirming the Debtors’ Plan. The Effective Date of the Plan occurred as of January 1, 2018. Under section 10.04 of the Plan, the Automatic Stay continued in effect until the Effective Date of the Plan. Upon the Effective Date of the Plan, an injunction (the

“Injunction”) became effective under sections 10.01(a) and 10.02(c) of the Plan, effectively replacing the Automatic Stay which was in effect during the bankruptcy cases.

K. Plaintiffs seek, and the Debtors consent to the modification of the Injunction 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.

AGREEMENT

1. Modification of the Injunction: Upon approval of this Stipulation by the Court, the Injunction shall be modified to permit 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 Plaintiffs all of the Debtors’ rights to enforce against the Insurer the Debtors’ insurance contracts relating to such Plaintiffs’ claims, including “Bad Faith” claims against the Insurer should such claims rise, in the event that such Plaintiffs obtain a judgment against any Debtor as a consequence of the stipulated relief from the Injunction. 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 Injunction as described in paragraph 1, Plaintiffs hereby 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. Limitations of Injunction Relief: Except to the extent expressly set forth in the Plan, 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, the Injunction shall remain in full force and effect, and neither 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 Injunction for the benefit of any person or entity other than the Plaintiffs with respect to the Claims.

4. 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.

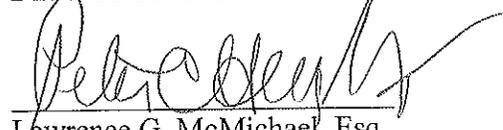
5. Counsel to the Plaintiffs has identified the full name of each of the Plaintiffs to the Debtor. The relief set forth herein shall apply only to the Plaintiffs so identified, and not to any other party.

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.


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Dated: May 11, 2018