

Darren B. Neilson, USB #15005
The Neilson Law Group
2150 South 1300 East, Suite 360
Salt Lake City, UT 84106
Telephone: 801.207.9500
Facsimile: 801.212.2058
Email: darren@neilsonlaw.co

Attorneys for Debtor Sunrise Hospice, LLC.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

In re

SUNRISE HOSPICE, LLC.

Debtor.

Bankruptcy No. 17-30690

Chapter 11

Hon. R. Kimball Moiser

**DEBTOR'S THIRD AMENDED PLAN OF REORGANIZATION UNDER CHAPTER 11
OF THE BANKRUPTCY CODE**

Sunrise Hospice, LLC, debtor and debtor-in-possession (the “**Debtor**” or “**Sunrise**”) in the above captioned Chapter 11 case respectfully, by and through its proposed counsel, hereby propose its Debtor’s Third Amended Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the “**Plan**”) under Chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”).

ARTICLE 1

SUMMARY

By the Plan Debtor, among other things, proposes to set the outstanding principal balance on the secured debt of Zions Bank, N.A. (“**Zions**”) to \$733,537.21 and the maturity date of the

Zions' Claim (defined below) shall be accelerated to December 31, 2019. Debtor will also make a payment in the amount of \$150,000 by December 10, 2018.

The Debtor also proposes to pay the Small Business Administration ("SBA") in full, over the original time frame set under the original loan documents. Any fees or interest accrued from the default and pending bankruptcy owed to the SBA shall be added to the outstanding balance.

In order to fund the \$150,000 payment to Zions, as well as other outstanding fees incurred by the Debtor, the Debtor shall receive a financial infusion from Debtor's sole owner and managing member, Matt Baker. Debtor will continue to maintain monthly payments to Zions and the SBA through either (1) a leasing of the Property or (2) the sale of the Property. If a sale occurred, the Zions Claim (defined below) and the SBA Claim (defined below) will be satisfied from the proceeds of the sale.

All creditors and equity security holders should refer to Article III through VI of this Plan for information regarding the precise treatment of their Claim. A Disclosure Statement that provides more detailed information regarding this Plan, the risks associated with the Plan, and the rights of creditors and equity security holders will be circulated with this Plan.

YOUR RIGHTS MAY BE AFFECTED, YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

ARTICLE II **DEFINITIONS**

Capitalized words not otherwise defined in this Plan have the following meanings:

(1) **Administrative Expense Claim** means any Claim arising from the administration of the Debtor's chapter 11 case as provided in section 503 of the Bankruptcy Code and that is entitled to priority under section 507(a)(1) of the Bankruptcy Code, including, without limitation, (a) fees and expenses of the Debtor's professionals Allowed pursuant to an Order of the Bankruptcy Court, and (b) all fees and charges assessed against the Debtor's estates pursuant to 28 U.S.C. § 1930.

(2) **Allowed or Allowance** means a Claim for which a Proof of Claim was filed by the applicable Claims Bar Date and (a) to which no objection was filed prior to the

Effective Date or (b) if an objection was filed prior to the Effective Date, a Claim with respect to which the Bankruptcy Court has entered a final non-appealable order that such Claim is Allowed under section 502 of the Bankruptcy Code.

(3) **Avoidance Action** means any Cause of Action arising or held by the Debtor's estates under sections 502, 510, 541, 544, 545, 547, 548, 549, 550 or 553 of the Bankruptcy Code, or under related state or federal statutes and common law, including fraudulent transfer laws.

(4) **Bankruptcy Code** means title 11 of the United States Code as in effect on the Petition Date.

(5) **Bankruptcy Court** means the United States Bankruptcy Court for the District of Utah.

(6) **Cash** means lawful currency of the United States of America (including wire transfers, cashier's checks drawn on a bank insured by the Federal Deposit Insurance Corporation, certified checks and money orders).

(7) **Causes of Action** means, without limitation, any and all actions, causes of action, defenses, liabilities, obligations, rights, suits, debts, sums of money, damages, judgments, claims or proceedings to recover money or property and demands of any nature whatsoever, whether known or unknown, in law, equity or otherwise, including, without limitation, Avoidance Actions, that are owned or held by the Debtor or its estate at any time.

(8) **Claim** has the meaning set forth in section 101(5) of the Bankruptcy Code.

(9) **Claims Bar Date** means (a) June 11, 2018, for a Proof of Claim filed by a government unit, (2) the Confirmation Date for all Administrative Expense Claims; and (3) April 16, 2018, for a Proof of Claim for all other Creditors and Claims.

(10) **Collateral** means any property or interest in property of the Debtor's estates subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance under the Bankruptcy Code or otherwise invalid under the Bankruptcy Code or applicable law.

(11) **Confirmation Date** means the date that the Confirmation Order becomes a final, non-appealable order and on which no stay of the Confirmation Order is in effect.

(12) **Confirmation Order** means the order entered by the Bankruptcy Court confirming the Plan.

(13) **DIP Loans** means all borrowings and other obligations to be approved by the Bankruptcy Court pursuant to which the Debtor obtains financing on an unsecured basis

for operating expenses, costs of administration, adequate protection payments, plan payments, and other expenses during the pendency of the chapter 11 case.

(14) **Disallowed** means a Claim for which either (a) the Bankruptcy Court has entered a final non—appealable order that such Claim is disallowed under section 502 of the Bankruptcy Code or (b) any Claim for which a Proof of Claim was not filed by the applicable Claims Bar Date.

(15) **Disclosure Statement** means the Disclosure Statement filed in support of this Plan, and any amendments thereto, consistent with section 1125 of the Bankruptcy Code.

(16) **Disputed** means a Claim for which a Proof of Claim was filed prior to the applicable Claims Bar Date that has not been Allowed or Disallowed by a final nonappealable order and as to which the Debtor or another party in interest has filed an objection prior to the Effective Date.

(17) **Effective Date** means the first business day 14 days after the Confirmation Date.

(18) **Equity Interest** means the interest of any holder of any stock or membership interest in the Debtor and any and all options, warrants and rights, contractual or otherwise, to acquire any stock in the Debtor, as such interest exist immediately prior to the Effective Date.

(19) **Exit Facility** means the DIP Loan, by and between the Debtor and the Exit Lender and other parties thereto.

(20) **Exit Lenders** means the non-Debtor party lender to the Exit Facility.

(21) **General Unsecured Claims** means any claim that is Unsecured and not entitled to priority under section 507 of the Bankruptcy Code or as an Administrative Expense Claim or otherwise.

(22) **Interest** means interest accruing at the specified rate on the outstanding principal balance of any obligation calculated on the basis of a 360-day year and, if monthly, the actual number of days in each month.

(23) **Petition Date** means December 13, 2017.

(24) **Plan Supplement** means exhibits and other documents filed in support of this Plan, which are incorporated by reference where applicable in the Plan.

(25) **Priority Claims** means any and all Claims (or portions thereof), if any, entitled to priority under Section 507(a) of the Bankruptcy Code other than Administrative Expense Claims and Priority Tax Claims.

(26) **Priority Tax Claims** means any Claim of a governmental unit entitled to priority under Section 507(a)(8) of the Bankruptcy Code.

(27) **Proof of Claim** means a proof of claim filed with the Bankruptcy Court.

(28) **SBA Claim** means the debt owed to SBA by debtor as represented by that certain note dated January 29, 2016, in the original principal amount of \$545,000, and all documents executed in conjunction with the note, and all outstanding interest and fees, including default interest.

(29) **Secured or Secured Claim** means a Claim against the Debtor that is secured by an unavoidable security interest in the Debtor's property.

(30) **Unsecured** means a Claim against the Debtor other than a Priority Claim or a Secured Claim.

(31) **Unsecured Convenience Claims** means any Unsecured Claim with an Allowed amount of \$5,000.00 or less or for which the holder of such Unsecured Claim has elected by checking the appropriate box on the ballot to reduce the Allowed amount of its Unsecured Claim to \$5,000.00.

(32) **U.S. Trustee Fees** means all fees required to be paid by 28 U.S.C. § 1930(a)(6) that accrue until the case is closed, dismissed, or converted to another chapter of the Bankruptcy Code.

(33) **Zion's Claim** means a claim in principal of \$733,537.21, Principal and interest on the balance of the Note will be paid in accordance with the terms of the original note, except that the maturity of the Note shall be changed to December 31, 2019, at which time the entire unpaid balance of the Note will be due and payable.

ARTICLE III **UNCLASSIFIED CLAIMS**

Section III.1 Unclassified Claims

As provided in Section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims and Priority Tax Claims are not classified for the purposes of voting on or receiving distributions under the Plan. All such Claims are instead treated separately in accordance with the terms in Article.

(a) Administrative Expense Claims.

(1) General. Except as otherwise agreed to by the Debtor and the holder of an Allowed Administrative Expense Claim, each such holder shall be paid in full in Cash on the later of (i) the date such Allowed Administrative Expense Claim becomes due in

accordance with its terms, and (ii) the Effective Date. If the Debtor Dispute any portion of an Administrative Expense Claim, the Debtor shall pay such Claim within 30 days after the entry of a Final Order with respect to the Allowance of such Disputed Administrative Expense Claim.

(2) US. Trustee's Fees. All U.S. Trustee's Fees shall be paid in full without prior approval pursuant to 28 U.S.C. § 1930 on or before the Effective Date and continue to be paid until the case is closed, dismissed, or converted to another chapter of the Bankruptcy Code.

(3) Professional Compensation and Expense Reimbursement Claims. Each estate professional shall file a final application for the allowance of compensation for services rendered and reimbursement of expenses incurred through and including the Confirmation Date on or before the applicable Claims Bar Date. Any award of such compensation or reimbursement granted by the Bankruptcy Court shall be paid (i) within fifteen days of the entry of the Final Order of the Bankruptcy Court approving such award, unless a stay is obtained, or (ii) upon such other terms as may be mutually agreed upon between such holder of an Allowed Administrative Expense Claim and the Debtor.

(b) Priority Tax Claims.

Each holder of an Allowed Priority Tax Claim shall be paid in regular annual installment payments over a period ending no later than 5 years after the Petition Date, in accordance with Bankruptcy Code Section 1129(a)(9)(C).

ARTICLE IV **CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS**

Section IV.1 Class 1. Priority Claims

Priority Claims consist of all Allowed Claims and all Claims (or portions thereof), if any, entitled to priority under section 507(a) of the Bankruptcy Code other than Administrative Expense Claims and Priority Tax Claims.

Section IV.2 Class 2. Zion's Secured Claim

The Zions' Claim is first lien holder on the Property and is a secured claim.

Section IV.3 Class 3. SBA Secured Claim

The SBA Claim is the second lien holder on the Property and is a secured claim.

Section IV.4 Class 4. General Unsecured Claims

General Unsecured Claims consist of all Unsecured Claims Allowed under section 502 of the Bankruptcy Code.

Section IV.5 Class 5. Unsecured Convenience Class Claims

Unsecured Convenience Class Claims consist of all Unsecured Claim with an Allowed amount of \$5,000.00 or less or for which the holder of such Unsecured Claim has elected by checking the appropriate box on the ballot to reduce the Allowed amount of its Unsecured Claim to \$5,000.00.

Section IV.6 Class 6. Equity Interests

Equity Interests consist of all Equity Interests in the Debtor.

ARTICLE V

TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN

Claims and Equity Interests will be treated as follows under this Plan:

Section V.1 Class 1. Priority Tax Claims

(a) Treatment

The Debtor will pay all Allowed Priority Tax Claims in regular annual installment payments over a period ending no later than 5 years after the Petition Date, in accordance with Bankruptcy Code Section 1129(a)(9)(C).

(b) Impairment

Class 1 is unimpaired.

(c) Voting

Because Class 1 is unimpaired, it is deemed to accept the Plan, and will not be entitled to vote on the Plan.

Section V.2 Class 2. Zion's Secured Claim

(a) Treatment

Zions and the Debtor attended a mediation on October 23, 2018. The Parties were able to come to an agreement on the treatment of Zions' Claim. Based on the agreement, Zions' Claim shall be treated as follows:

1. As of November 1, 2018, the outstanding principal balance of the note ("Note") owing by the Debtor to Zions will be \$733,537.21.

2. Principal and interest on the balance of the Note will be paid in accordance with the Note's existing, non-default, terms, except that the maturity of the Note shall be changed to December 31, 2019, at which time the entire unpaid balance of the Note will be due and payable. Monthly payments on the Note will recommence with a payment due December 31, 2018. Interest accruing from November 1, 2018 to December 31, 2018 shall be due with the December 31, 2018 payment, and interest shall continue to accrue thereafter as provided in the Note.
3. Debtor and Guarantors¹ will jointly pay Zions \$150,000 cash by December 10, 2018.
4. The \$150,000 payment and compliance with all other provisions below (including possible payment of the additional \$20,000 in default interest addressed in paragraph 5 below) will satisfy all claims for interest, default interest, late fees, attorney fees and other charges outstanding under the Note, with the exception of principal.
5. Upon maturity of the Note, and in addition to the then outstanding balance due thereunder, the Debtor and Guarantors shall pay Zions an additional \$20,000, *provided, however*, that if the outstanding balance of the Note is paid on or before September 30, 2019, then this additional \$20,000 payment shall not be due. In other words, the additional payment of \$20,000 shall only be due if the Note is paid off, or otherwise remains unpaid, after September 30, 2019.
6. The state court litigation entitled ZB, N.A v Baker et al, pending in the Fourth District Court of Utah as case no. 179401650, shall be stayed as long as the Debtor and Guarantors are not in default of their obligations under items 1-5 above. If all such obligations are satisfied by the Debtor and Guarantors, then this lawsuit, and all claims and counterclaims therein, shall be dismissed, forthwith, with prejudice. If there is a default by any party of their obligations under items 1-5 above, then the non-defaulting party may terminate the stay, and recommence the litigation in this action, upon five (5) days' notice to the defaulting party.
7. The pending non-judicial trust deed foreclosure proceeding shall be terminated without prejudice.
8. The original guaranty executed by the Guarantors shall remain effective, but, so long as there is no default by the Debtor or Guarantors of their obligations under items 1-5 above, no action will be taken by Zions to enforce the Guaranty, and, upon satisfaction of such

¹ Guarantors to the Zions Note are Matthew A. Baker, Sunrise Home Health & Hospice, LLC, and Sunrise Home Health Care, LLC.

obligations under items 1-5, the guaranty shall be terminated and shall be of no further effect.

(b) Impairment

Class 2 in Impaired.

(c) Voting

Because Class 2 is impaired, it is entitled to vote on the Plan. If Class 2 does not vote for the Plan, the Debtor requests confirmation under section 1129(b) of the Bankruptcy Code.

Section V.3 Class 3. SBA's Secured Claim

(a) Treatment

1. On the Effective Date, the default provisions of the SBA Claim as the second lien holder on the Property shall be modified to decrease the number of events of default under the original loan documents. A detailed description of the modifications is contained in the Disclosure Statement filed concurrently herewith. All other terms of the loan documents shall be left intact, except as modified below.
2. SBA shall retain its lien on the property securing the SBA Claim until the SBA Claim is paid in full.
3. All accrued interest , including default interest, and all other fees incurred by the SBA and outstanding as of the Effective Date shall be added to the principal balance of the SBA Claim on the Effective Date, and the resulting amount shall be amortized and repaid as follows: The SBA Claim shall be paid in monthly installments, with the first installment due on the first day of the first month following the Effective Date. Interest shall accrue on the SBA Claim at the original interest rate of 2.543% per annum. Monthly installments shall be paid in the amount of \$3,210.00 until March 1, 2036, at which time the entire balance of principal, interest, and fees then outstanding shall be due and payable.
4. If default occurs under the modified terms of the SBA Claim, and such default remains uncured for thirty (30) days after written notice from SBA, SBA shall have the right to pursue its remedies under the loan documents, including its foreclosure rights, without further bankruptcy court approval or action.

(b) Impairment

Class 3 in Impaired.

(c) Voting

Because Class 3 is impaired, it is entitled to vote on the Plan. If Class 3 does not vote for the Plan, the Debtor requests confirmation under section 1129(b) of the Bankruptcy Code.

Section V.4 Class 4. General Unsecured Claims

(a) Treatment

The Debtor is unaware of any General Unsecured Claims². In the event there are allowed General Unsecured Claims, the Debtor will pay all holders of Allowed General Unsecured Claims 75 percent of the Allowed Amount of Such General Unsecured Claims over the 2 calendar years immediately following the Effective Date with monthly payments of principal beginning on the 15th day of the first calendar month following the Effective Date.

(b) Impairment

Class 4 is impaired.

(c) Voting

Because Class 4 is impaired, it is entitled to vote on the Plan. If Class 4 does not vote for the Plan, the Debtors request confirmation under section 1129(b) of the Bankruptcy Code.

Section V.5 Class 5. Unsecured Convenience Class Claims.

(a) Treatment

The Debtor is unaware of any Unsecured Convenience Class Claims. In the event there are allowed Unsecured Convenience Class Claims, Debtor will pay all holders of Allowed Unsecured Convenience Class Claims 85 percent of the Allowed Amount of such Unsecured Convenience Class Claims over the 2 calendar years immediately following the Effective Date with monthly payments of principal beginning on the 15th day of the first calendar month following the Effective Date.

(b) Impairment

Class 5 is impaired.

(c) Voting

² Mr. Matt Baker, the Debtor's sole owner and managing member, as listed on the Debtor's Petition and Schedule as an unsecured creditor, is an unsecured creditor of the Debtor but is unqualified under the Bankruptcy Code to vote.

Because Class 5 is impaired, it is entitled to vote on the Plan. If Class 5 does not vote for the Plan, the Debtor request confirmation under section 1129(b) of the Bankruptcy Code.

Section V.6 Class 6. Equity Interests.

(a) Treatment

All holders of Equity Interests will be unaffected by the Plan and will continue to hold such Equity Interests in the Debtor as before the Petition Date.

(b) Impairment

Class 6 is unimpaired.

(c) Voting

Because Class 6 is unimpaired, it is deemed to accept the Plan, and so will not be entitled to vote on the Plan.

ARTICLE VI
DISPUTED CLAIMS

Section VI.1 Delay of Distribution on Disputed Claims

No distribution will be made on account of any Disputed Claims unless and until such Claims is Allowed.

Section VI.2 Settlement of Disputed Claims

Subject to Court approval under Rule 9019 of the Federal Rules of Bankruptcy Procedure, the Debtor will have the power and authority to settle and compromise and Disputed Claim either before and after the Effective Date; *provided, however*, that after the Effective Date, the Debtors may, in their sole and absolute discretion, agree to compromise and Disputed Claim by private agreement without the need for approval under Rule 9019 of the Federal Rules of Bankruptcy Procedure with the holder thereof if the amount to be paid under the terms of such settlement is less than \$20,000.

ARTICLE VII
EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Section VII.1 Assumed Executory Contracts and Unexpired Leases

There are no contracts and unexpired leases that the Debtor is going to assume.

The Debtor submits that the Debtor's financial wherewithal as a going concern as set forth in the Disclosure Statement, constitute adequate assurance of future performance.

ANY NON-DEBTOR PARTY TO ANY EXECUTORY CONTRACT OBJECTING TO THE ABOVE CURE AMOUNTS OR ADEQUATE ASSURANCE OF FUTURE PERFORMANCE AND THE ASSUMPTION OF SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE MUST FILE AN OBJECTION IN THE BANKRUPTCY COURT AND SERVE IT ON THE DEBTOR PRIOR TO THE ENTRY OF THE CONFIRMATION ORDER.

Any counterparty to the above executory contracts or unexpired leases who fails to file an objection to the proposed cure amounts, adequate assurance, or assumption prior to the entry of the Confirmation Order will be deemed to have accepted such cure amount in full satisfaction and cure of all defaults and other amounts due through and including the Effective Date, and will have no further claim against the Debtor therefor; further such counterparties are deemed to accept the assumption of their executory contract or unexpired lease by the Debtor.

If any executory contract has been inadvertently left off of the above list of executory contracts to be assumed, the Debtors reserve their right to modify this Plan to assume any such executory contract, on appropriate notice to the counterparty to such contract, by filing an amended list of assumed executory contracts at any time up to and including the Effective Date.

Note: the Loan agreements with Zions' Bank, NA and the SBA is not affected by or treated in this Article VII as an executory contract. Instead, the Loan agreements with Zions' Bank, NA and the SBA are treated in Section 5.02 of this Plan.

Section VII.2 Rejected Executory Contracts and Unexpired Leases

The Debtor will be conclusively deemed to have rejected all executory contracts and unexpired leases not expressly assumed under Section 7.01 above upon the Effective Date. A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than 10 days after the entry of the Confirmation Order, and such claim will be Allowed or Disallowed as if the Proof of Claim had been filed prior to the Claims Bar Date.

ARTICLE VIII
MEANS FOR IMPLEMENTATION OF THE PLAN

The Debtor will implement the Plan as follows:

Section VIII.1 Exit Facility

On the Effective Date, the Debtor and Matt Baker, or another entity owned or controlled by Matt Baker will enter into an Exit Facility in which Mr. Matt Baker, the Debtor's sole owner and managing member, will provide the Debtor financing up to \$175,000 on an as needed, unsecured basis to be used (1) to pay all Unclassified Claims, including Administrative Expenses and professional compensation and to repay all DIP Loans (if any) on or within sixty (60) days of the Effective Date; (2) to make the payments to holders of Allowed Claims and as provided in

Article V of this Plan; (3) to fund shortfalls, if any, in the operation of the Debtor's business after the Effective Date; (4) to pay Unclassified Claims, in full, as provided in Article III of this Plan; and (5) to fund improvements, repairs, and reorganization of the Debtor's business, as agreed between the Debtor and the Exit Facility Lender.

The Debtor and the Exit Facility Lender reserve their right to modify the Exit Facility up to and including the Confirmation Date by filing such modified Exit Facility consistent with section 1127 of the Bankruptcy Code.

Section VIII.2 Revesting of Assets of the Estate

On the Effective Date, all property of the Debtor's estate shall re-vest in the Debtor, including, without limitation, all real and personal property, all Causes of Action, interests, claims, choses in action, rights under any contracts (executory or otherwise), against any person.

ARTICLE IX MISCELLANEOUS AND GENERAL PROVISIONS

Section IX.1 Definitions and Rules of Construction.

Except as otherwise provided in this Plan, the definitions and rules of construction set forth in sections 101 and 102 of the Bankruptcy Code apply when terms defined or construed in the Bankruptcy Code are used in this Plan.

Section IX.2 Severability

If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

Section IX.3 Binding Effect

The rights, obligations, limitations, and injunctions of, for, or against any person or entity named or referred to in this Plan will be binding upon and will inure to the benefit of the successors or assigns of such entity.

Section IX.4 Controlling Law

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Utah govern this Plan and any agreements, documents, and instruments executed in connection with this Plan.

Section IX.5 Retention of Bankruptcy Court Jurisdiction

The Bankruptcy Court will retain and have exclusive jurisdiction over any matter arising under the Bankruptcy Code arising in or related to the Debtor's chapter 11 cases or the Plan, or that relates to any of the following:

(1) consistent with Article VII, hereof, to resolve any matter related to the assumption or rejection of any executory contract or unexpired lease to which a Debtor is a party or with respect to which a Debtor may be liable and to hear and determine any Claim arising therefrom;

(2) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan;

(3) to determine all motions, adversary proceedings, applications, and contested or litigated matters that may be pending on the Effective Date or that, pursuant to the Plan, may be instituted by the Debtor prior to or after the Effective Date;

(4) to ensure that distributions to holders of Allowed Claims are accomplished as provided in the Plan;

(5) to hear and determine any timely objection to a Claim or Proof of Claim;

(6) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, reversed, or vacated;

(7) to issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

(8) to consider any modification of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order, consistent with section 1127 of the Bankruptcy Code;

(9) to hear and determine all applications for awards of compensation for services rendered and reimbursement of expenses incurred by the Debtor's professionals;

(10) to determine any other matter that may arise in connection with or that is related to the Plan, the Disclosure Statement, or any contract, instrument, release, or other agreement or document created in connection herewith, unless such agreements or documents contain express enforcement or dispute resolution provisions, in which case, such provisions should govern;

(11) to hear and determine matters concerning state, local, and federal Taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including, without limitation, any matter relating to tax refunds, and any request by the Debtor for an expedited determination of tax under section 505(b) of the Bankruptcy Code with respect to the Debtor;

(12) to hear any other matter or for any purpose specified in the Confirmation Order that is not inconsistent with the Bankruptcy Code; and

(13) to enter a final decree closing the chapter 11 case.

Section IX.6 Corporate Governance

On the Effective Date, the Debtor's corporate charters and membership agreement will be and hereby are amended to prohibit issuance of non-voting equity securities as set forth in section 1123(a)(6) of the Bankruptcy Code.

On or as soon as practical after the Effective Date, the Debtor may modify their corporate organization for any permissible purposes, including for tax efficiency, corporate governance, and other permissible purposes not inconsistent with this Plan.

ARTICLE X **DISCHARGE**

On the Confirmation Date, the Debtor will be discharged from any debt that arose before Confirmation Date of the Plan, subject to the occurrence of the Effective Date, to the full extent specified in section 1141(d)(1)(A) of the Bankruptcy Code, *provided, however*, that the Debtor will not be discharged of any debt (i) imposed by the Plan; (ii) of a kind specified in section 1141(d)(6)(A) of the Bankruptcy Code if a timely complaint is filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure; or (iii) of a kind specified in section 1141(d)(6)(B) of the Bankruptcy Code.

Respectfully submitted,

December 05, 2018



Matthew Baker
Sole Member and Manager of Sunrise
Hospice, LLC.

/s/ Darren Neilson

Darren Neilson
Counsel for Sunrise Hospice, LLC.

CERTIFICATE OF SERVICE

The undersigned hereby certified that on this 5th day of December, 2018, a true and correct copy of the foregoing **DEBTOR'S THIRD AMENDED PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE** was electronically filed with the United States Bankruptcy Court for the District of Utah CM/ECF filing system and further certifies that the below listed are parties of record in this case, are registered users of CM/ECF, and will be served through the CM/ECF system:

- United States Trustee USTPRegion19.SK.ECF@usdoj.gov
- James Vincent Cameron tr on behalf of U.S. Trustee United States Trustee Vince.Cameron@usdoj.gov, James.Gee@usdoj.gov; Lindsey.Huston@usdoj.gov; Suzanne.Verhaal@usdoj.gov
- T. Edward Cundick on behalf of Creditor ZB, N.A. d/b/a Zions Bank tec@princeyeates.com; docket@princeyeates.com; pam@princeyeates.com
- John S. Gygi on behalf of Creditor Small Business Administration john.gygi@sba.gov

Mail Service – By regular first class United States mail, postage fully prepaid, addressed to the following parties:

Utah County Treasurer
100 E. Center Street
Suite 1200
Provo, UT 84606

Mountain West Small Business Finance
741 North 530 East
Orem, UT 84097

/s/ Darren Neilson