

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

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In re: : Chapter 11
MILLENNIUM LAB HOLDINGS II, LLC, et al., : Case No. 15-12284 (LSS)
Debtors.¹ : Jointly Administered
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**NOTICE OF (I) COMMENCEMENT OF CHAPTER 11 CASES; (II) IMPOSITION OF AUTOMATIC
STAY; AND (III) COMBINED HEARING TO (A) APPROVE DISCLOSURE STATEMENT AND
(B) CONFIRM THE PREPACKAGED JOINT PLAN OF REORGANIZATION FOR MILLENNIUM LAB
HOLDINGS II, LLC, ET AL. AND RELATED MATTERS**

COMMENCEMENT OF THE CASES

PLEASE TAKE NOTICE that on November 10, 2015 (the “Petition Date”), Millennium Lab Holdings II, LLC, a Delaware limited liability company and its affiliated Debtors (collectively, the “Debtors”) filed bankruptcy petitions under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) with the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”), thereby commencing their chapter 11 cases (collectively, the “Chapter 11 Cases”). The Debtors, their respective addresses, Chapter 11 Case numbers, and their federal tax identification numbers are listed on **Exhibit 1** hereto. You may be a creditor of the Debtors. This notice lists important deadlines. You may want to consult an attorney to protect your rights. You will not receive notice of all documents filed in these Chapter 11 Cases. All documents filed with the Bankruptcy Court are available for inspection at the Office of the Clerk of the Bankruptcy Court at 824 Market Street, 3rd Floor, Wilmington, Delaware 19801, or are available at no charge online at <http://cases.primeclerk.com/millenniuminfo>.

Prior to the Petition Date, the Debtors solicited votes on the Plan from holders of Class 2 Existing Credit Agreement Claims, the only class entitled to vote on the Plan. More than 93% in amount and 93% in number of those holders of Class 2 Claims that voted on the Plan voted to accept. General unsecured claims (including, without limitation, employee claims) are unimpaired under the Plan and will be paid in full in cash, reinstated, or otherwise left unimpaired, unless the Debtors and the holder of any such claim agree in writing to different treatment. As set forth below, a Combined Hearing to consider the adequacy of the Disclosure Statement and confirmation of the Plan will be held at 11:00 a.m. on December 10, 2015 (Prevailing Eastern Time) before the Bankruptcy Court.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS

The filing of the Chapter 11 Cases automatically stays certain collection and other actions against the Debtors and the Debtors’ property. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized. Common examples of prohibited actions include (i) contacting the Debtors to demand repayment, (ii) taking action against the Debtors to collect money owed to creditors or to take property of the Debtors, (iii) terminating or changing the terms of existing contracts or agreements, and (iv) starting or continuing foreclosure actions or repossessions. A creditor who is considering taking action against the Debtors or the Debtors’

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Millennium Lab Holdings II, LLC (5299); Millennium Health, LLC (5558); and RxAnte, LLC (0219). The Debtors’ address is 16981 Via Tazon, San Diego, California, 92127.

property should review section 362 of the Bankruptcy Code and may wish to seek legal advice. The staff of the Bankruptcy Court's Clerk's Office cannot give legal advice.

**COMBINED HEARING ON THE APPROVAL OF THE DISCLOSURE STATEMENT
AND PREPACKAGED JOINT PLAN OF REORGANIZATION FOR
MILLENNIUM LAB HOLDINGS II, LLC, ET AL.**

Prior to the Petition Date, the Debtors solicited votes to accept or reject the *Prepackaged Joint Plan of Reorganization of Millennium Lab Holdings II, LLC, et al.* dated October 29, 2015 (the "Plan") from creditors whose rights are impaired under the Plan. As of the voting deadline, the Plan has been accepted by all classes entitled to vote on the Plan, and therefore, may be confirmed by the Bankruptcy Court. Counterparties to Executory Contracts and Unexpired Leases should note that, with certain exceptions set forth therein, the Plan provides for the assumption of such Executory Contracts and Unexpired Leases as of the Effective Date, as described in more detail below.

The Bankruptcy Court has scheduled a combined hearing (the "Combined Hearing") to: (i) approve the adequacy of the Disclosure Statement relating to the Plan, dated October 29, 2015 (the "Disclosure Statement"), and (ii) confirm the Plan under the Bankruptcy Code, and has established the deadlines and procedures described herein.

COMBINED HEARING DATE AND TIME

The Combined Hearing will be held at 11:00 a.m. on December 10, 2015 (Prevailing Eastern Time) before the Honorable Laurie Selber Silverstein, United States Bankruptcy Judge for the District of Delaware, in the United States Bankruptcy Court for the District of Delaware, Floor, 824 Market Street, Wilmington, Delaware 19801, at which the Bankruptcy Court will consider: (i) approval of the Disclosure Statement pursuant to section 1125 of the Bankruptcy Code, and (ii) confirmation of the Plan. The Combined Hearing may be continued from time to time without further notice other than the announcement of the adjourned date(s) at the Combined Hearing, or any continued hearing, or in the agenda for any such hearing.

OBJECTION DEADLINE AND PROCEDURES

Objections, if any, to (a) the approval of the Disclosure Statement, or (b) confirmation of the Plan must (i) be in writing; (ii) conform to the Bankruptcy Rules and the Local Rules; (iii) state the name of the applicable Debtor, the name of the objecting party and the amount and nature of the Claim of such Entity in each applicable Chapter 11 Case or the amount of Equity Interests held by such Entity in each applicable Chapter 11 Case; (iv) state with particularity the legal and factual bases and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (v) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is **actually received** no later than December 7, 2015 at 4:00 p.m. (Prevailing Eastern Time) (the "Objection Deadline") by the parties set forth below (i) the Debtors, Millennium Health, LLC, 16981 Via Tazon, San Diego, CA 92127, Attn: Martin Price (email: martin.price@millenniumhealth.com; fax: (858) 217-1910); (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036, Attn: Kenneth S. Ziman (email: ken.ziman@skadden.com; fax: (917) 777-3310) and Raquelle L. Kaye (email: raquelle.kaye@skadden.com; fax: (917) 777-3756) and One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899-0636, Attn: Anthony W. Clark (email: anthony.clark@skadden.com; fax: (302) 434-3080) and Jason M. Liberi (email: jason.liberi@skadden.com; fax: (302) 434-3023) and 155 N. Wacker Drive, Chicago, IL 60606, Attn: Felicia Gerber Perlman (email: felicia.perlman@skadden.com; fax: (312) 407-8582) and Matthew N. Kriegel (email: matthew.kriegel@skadden.com; fax: (312) 827-9378); (iii) the Office of the United States Trustee for the District of Delaware, Office of the United States Trustee, Room 2207, Lockbox 35, 844 North King Street, Wilmington, DE 19801, Attn: Juliet M. Sarkessian (email: juliet.m.sarkessian@usdoj.gov; fax: (302) 573-6497); (iv) counsel for the Ad Hoc Group, Brown Rudnick LLP, Seven Times Square, New York, NY 10036, Attn: Robert Stark (email: rstark@brownrudnick.com; fax: (212) 209-4801); (v) counsel for Millennium Health, LLC, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022, Attn: Paul M Basta, P.C. (email: paul.basta@kirkland.com; fax: (212) 446-4900) and Joshua A. Sussberg, P.C. (email: joshua.sussberg@kirkland.com; fax: (212) 446-6460); (vi) counsel for TA Millennium, Inc., Goodwin Procter LLP, 620 Eighth Avenue, New York, NY 10018, Attn: Michael H. Goldstein (email: MGoldstein@goodwinprocter.com; fax: (212) 409-8404) and William P. Weintraub (email:

WWeintraub@goodwinprocter.com; fax: (212) 409-8404); and (vii) if any official committee of unsecured creditors has been appointed, counsel to such committee. Objections not timely filed and served in the manner set forth above may not be considered and may be overruled.

OBTAINING COPIES OF THE DISCLOSURE STATEMENT AND PLAN

Any party in interest wishing to obtain a copy of the Disclosure Statement, the Plan, or other pleadings filed by the Debtors in the Chapter 11 Cases may obtain them online at <http://cases.primeclerk.com/millenniuminfo> or may request such copies at the Debtors’ expense by contacting Millennium Ballot Processing, (844) 276-3028 or (917) 962-8498 (international callers). The Plan Supplement will become available on or before November 25, 2015. Any party in interest wishing to review the Disclosure Statement or the Plan may also review such documents during regular business hours (9:00 a.m. to 4:30 p.m. Eastern time weekdays, except legal holidays) at the Bankruptcy Court, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801.

BRIEF SUMMARY OF PLAN

The Plan is a “prepackaged” plan of reorganization. The Debtors believe that the Plan represents a significant achievement for the Company and will greatly enhance the Company’s ability to reorganize successfully and expeditiously by (a) implementing a settlement among the Debtors, the Prepetition Lenders, Millennium Lab Holdings, Inc., and TA Millennium, Inc.; (b) effectuating the USA Settlement; (c) effecting a recapitalization of the Company’s balance sheet on a consensual basis; and (d) issuing 100% of the equity of Reorganized Millennium to the Prepetition Lenders, who will contribute that equity to a newly-formed holding company in exchange for 100% of the stock of that holding company. Upon consummation of the Plan, the Debtors will emerge from bankruptcy with what the Debtors believe is a sustainable capital structure and a conclusive resolution of the Government Claims that permits the Debtors' continued participation in Medicare and other federal health programs. In short, the Debtors believe that the Plan will leave the reorganized Debtors on sound financial footing and position them for long-term success.

The following chart summarizes the treatment provided by the Plan to each class of Claims and Interests and indicates the acceptance or rejections of the Plan by each class entitled to vote.

Class	Claim	Status	Treatment	Voting Rights
1	Early Commitment Facility Claims	Unimpaired	On or as soon as reasonably practicable after the Effective Date, the Early Commitment Facility shall be paid in full in cash.	Conclusively Presumed to Accept
2	Existing Credit Agreement Claims	Impaired	On the Equity Transfer Date, all of the Debtors’ outstanding obligations under the Existing Loan Documents shall be extinguished, cancelled, and discharged, and in exchange therefor, and in full and final satisfaction, settlement, release, and discharge of such Claims, each Holder of an Existing Credit Agreement Claim, except the Administrative Agent on account of Administrative Agent Fees, shall receive: (a) on the Equity Transfer Date, such Holder’s Pro Rata share of and interest in 100% of the equity in Reorganized Millennium, which shall immediately be transferred to New Holdco in exchange for such Holder’s Pro Rata share of 100% of the New Holdco Common Stock, subject to potential dilution from any equity incentive plan adopted in the future, in accordance with Article V.D(iii) of the Plan; (b) on the Equity Transfer Date or as soon as reasonably practicable thereafter, such Holder’s Pro Rata share of and interest in the New Term Loan; (c) on the Equity Transfer Date, subject to the	Entitled to Vote

Class	Claim	Status	Treatment	Voting Rights
			<p>reimbursement rights of the Backstop MLH Shareholders as provided in Article V.F of the Plan, such Holder's Pro Rata share of beneficial interests in the Millennium Corporate Claim Trust; and</p> <p>(d) to the extent such Holder held any Retained Lender Causes of Action on the Equity Transfer Date and is a Consenting Lender, such Retained Lender Causes of Action shall be deemed automatically contributed to the Millennium Lender Claim Trust by each of the Consenting Lenders on such date without any further court order or action of the Consenting Lenders required, and in exchange therefor, subject to reimbursement rights of the Backstop MLH Shareholders as provided in Article V.G of the Plan, such Holder shall receive its Pro Rata (based solely on the aggregate amount of Existing Credit Agreement Claims held by such Consenting Lender to the aggregate Existing Credit Agreement Claims held by all Consenting Lenders) share of beneficial interests in the Millennium Lender Claim Trust.</p>	
3	Prior Agent Indemnity Claims	Unimpaired	<p>On or as soon as reasonably practicable after the Effective Date, each Holder of an Allowed Prior Agent Indemnity Claim shall (A) have its Allowed Prior Agent Indemnity Claim Reinstated; (B) have its Claim otherwise rendered Unimpaired pursuant to section 1124 of the Bankruptcy Code; or (C) receive such other less favorable treatment as to which the Debtors or Reorganized Debtors and such Holder of such Allowed Class 3 Claim will have agreed upon in writing; provided, however, for the avoidance of doubt, pursuant to the Existing Credit Agreement Solicitation Amendment and under the Plan, Reorganized Holdings will be released from its guaranty of the obligations under the Existing Credit Agreement and such guaranty will be fully and completely discharged upon the occurrence of the Effective Date and the payment in full of the principal and interest outstanding under the Early Commitment Facility.</p>	Conclusively Presumed to Accept
4	Other Secured Claims	Unimpaired	<p>On the Effective Date or as soon as practicable thereafter, all secured claims other than Existing Credit Agreement Claims shall be assumed or reinstated and paid in full in cash in the ordinary course as such claims become due or shall receive such other treatment as satisfies the requirements of section 1124 of the Bankruptcy Code.</p>	Conclusively Presumed to Accept
5	Government Claims	Unimpaired	<p>On or as soon as reasonably practicable after the Effective Date, but in any event, at least one (1) Business Day prior to the Equity Transfer Date, and in no event later than December 30, 2015, in full and final satisfaction, settlement, release, and discharge of, and in exchange for each Allowed Government Claim, (A) (i) the USA Settlement Agreements shall be assumed under the Plan if the USA Settlement Assumption Order has not been entered by the Bankruptcy Court, (ii) any payments made under the USA Settlement Agreements, including the Initial USA Settlement Deposit, shall be final and irrevocable and shall not be subject to avoidance or recovery on any basis in law or equity, and (iii) any Avoidance Action against the USA Settlement Parties on account of the Initial USA Settlement Deposit shall be waived and released, and (B) the USA shall receive (1) the Settlement Letters of Credit Funds plus Cash from Millennium in an amount equal to all costs and fees to the extent required by the USA Settlement Agreements</p>	Conclusively Presumed to Accept

Class	Claim	Status	Treatment	Voting Rights
			or (2) Cash in the amount of \$206 million plus all accrued interest, costs, and fees to the extent required by the USA Settlement Agreements.	
6	General Unsecured Claims	Unimpaired	All general unsecured claims (other than the Government Claims and the MLH Tax Note Claims) shall be reinstated or paid in full in cash in the allowed amount of the claim or in the ordinary course as such claims become due, as applicable.	Conclusively Presumed to Accept
7	MLH Tax Note Claims	Impaired	MLH has agreed pursuant to the RSA to receive no distribution on account of the MLH Tax Note. Accordingly, on the Effective Date, the MLH Tax Note shall be deemed cancelled. All claims arising out of or pursuant to the MLH Tax Note (the " <u>MLH Tax Note Claims</u> ") shall be cancelled and discharged and Holders of MLH Tax Note Claims shall receive no distribution on account of such claims.	Deemed to Reject
8	Intercompany Claims	Unimpaired	All intercompany claims shall be (i) reinstated, in full or in part, and treated in the ordinary course of business or (ii) cancelled and discharged.	Conclusively Presumed to Accept
9	Existing Equity Interests in Holdings	Unimpaired	On the Effective Date, all the Existing Equity Interests shall be Reinstated and otherwise rendered Unimpaired.	Conclusively Presumed to Accept
10	Existing Equity Interests in Millennium	Impaired	The holder of Existing Equity Interests in Millennium has agreed to receive no distribution on account of such Equity Interests. Accordingly, on the Equity Transfer Date, all Existing Equity Interests in Millennium shall be cancelled, extinguished and discharged.	Deemed to Reject
11	Existing Equity Interests in RxAnte, LLC	Unimpaired	On the Effective Date, or as soon as practicable thereafter, all allowed Equity Interests in RxAnte shall be Reinstated and otherwise rendered Unimpaired.	Conclusively Presumed to Accept

In addition, the Plan contains the release and injunction provisions set forth on Exhibit 2 hereto.

EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Counterparties to Executory Contracts and Unexpired Leases with the Debtors should review Article VI of the Plan, set forth in Exhibit 3 hereto. In general, except as otherwise provided in the Plan or other documents entered into in connection with the Plan, as of the Effective Date, the Debtors shall be deemed to have assumed each Executory Contract and Unexpired Lease to which it is a party. Entry of the Confirmation Order by the Bankruptcy Court will constitute approval of such assumption. Article VI.D of the Plan provides that any counterparty to an Executory Contract or Unexpired Lease that wishes to object to such assumption must file and serve an objection thereto so that it is actually received by the Debtors at least ten (10) days prior to the Combined Hearing. Any such counterparty that fails to object timely to the proposed assumption will be deemed to have assented and will be deemed to have forever released and waived any objection to the proposed assumption other than with respect to any alleged Cure amount, which may be asserted at any time, subject to the other terms and conditions of the Plan and any order of the Bankruptcy Court. Counterparties should carefully review the Plan in its entirety, including Article VI thereof, as this summary is expressly qualified by the terms of the Plan.

FILING CLAIMS AGAINST THE DEBTORS

The Bankruptcy Court has not established a deadline for filing proofs of claim at the present time, and the Plan, as currently proposed, does not require that creditors file proofs of claim to receive the treatment specified under the Plan. Should the Bankruptcy Court establish a claims bar deadline, you will receive further notice at such time. As a result, although creditors may, they are not requested to, file claims at this time. Should the Bankruptcy Court establish a claims bar deadline, separate notice of the deadlines to file proofs of claim and a proof of claim form will be provided to the Debtors' known creditors. Should a creditor desire to file a proof of claim at this time, proof of claim forms are available from the Bankruptcy Court's website at www.deb.uscourts.gov. Also, Prime Clerk is the claims agent in these Chapter 11 Cases and you can obtain a proof of claim form through Prime Clerk's website, <http://cases.primeclerk.com/millenniuminfo>, by contacting Millennium Ballot Processing, (844) 276-3028 or (917) 962-8498 (international callers), or by contacting Prime Clerk at millenniuminfo@PrimeClerk.com. Proofs of claim should be filed with Prime Clerk by following the instructions available on Prime Clerk's website or by contacting Prime Clerk at the number set forth above.

If you have any questions about the status of your claim(s) and/or interest(s), you should contact Millennium Ballot Processing, (844) 276-3028 or (917) 962-8498 (international callers).

Dated: Wilmington, Delaware
November 12, 2015

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

/s/ Anthony W. Clark

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Proposed Counsel for Debtors and Debtors in Possession

EXHIBIT 1

Debtor	Address	Case No.	Tax I.D. No.
Millennium Lab Holdings II, LLC	16981 Via Tazon San Diego, CA, 92127	15-12284	46-5355299
Millennium Health, LLC	16981 Via Tazon San Diego, CA, 92127	15-12285	26-1565558
RxAnte, LLC	16981 Via Tazon San Diego, CA, 92127	15-12286	45-4040219

EXHIBIT 2

PLAN RELEASES

Article X.E of the Plan, entitled “Releases by Debtor” provides:

Notwithstanding anything to the contrary in this Plan or the Confirmation Order, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy of which is hereby acknowledged and confirmed, the Debtor Releasing Parties will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to the Released Parties and their respective Related Parties (and each such Released Party and their respective Related Parties so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective properties from any and all Released Claims that the Debtor Releasing Parties and their respective Related Parties would have been legally entitled to assert in their own right, on behalf of one another, or on behalf of another party against the Released Parties or their respective Related Parties; provided, however, that the foregoing provisions of this release shall not operate to waive or release (i) any Causes of Action expressly set forth in and preserved by the Plan or the Plan Supplement, including Retained Claims and any claims against Excluded Parties; (ii) the rights of such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court; (iii) any claims against the Non-Contributing MLH Shareholders in order to preserve the claims being transferred to the Millennium Corporate Claim Trust or Millennium Lender Claim Trust; and/or (iv) any claims or defenses against Third Party Payers under assumed contracts. Furthermore, effective as of the effective date of the USA Settlement Agreements and continuing to be effective as of the Effective Date of the Plan, for good and valuable consideration provided by each of the USA Settlement Parties, the adequacy of which is hereby acknowledged and confirmed, the Debtor Releasing Parties will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver, and release to the USA Settlement Parties and the USA Settlement Parties so released shall be deemed forever released, waived, and discharged by the Debtor Releasing Parties and their respective properties from any and all claims released pursuant to the USA Settlement Agreements.

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities released pursuant to this release. For purposes of this release, and without limiting the scope of the foregoing, the Debtors are specifically assuming control of and releasing all Avoidance Actions against the Released Parties and their respective Related Parties including, without limitation, all claims and Causes of Action that are covered or that arise under Bankruptcy Code section 544.

Article X.F of the Plan, entitled “Releases by TA and MLH” provides:

(i) Subject to (iii) below, TA, on behalf of itself and its Related Parties, hereby (a) fully and completely releases and forever discharges Holdings, MLH, and their respective Related Parties, and the Related Parties of such Related Parties, from any and all Core Released Claims that TA or any of its Related Parties would have been legally entitled to assert in their own right, on behalf of one another or on behalf of another party, or through derivative standing or otherwise (including, for the avoidance of doubt, on behalf of or

derivatively for the Company, and including, for the avoidance of doubt, any claims arising from MLH's failure to maintain its status as an S Corp), against Holdings or MLH or their respective Related Parties and (b) acknowledges and waives any claim with respect to the non-compliance, if any, with the Umbrella Agreement (as defined in Section 12.12 of the Holdings LLC Agreement) with respect to any obligations under the Umbrella Agreement with respect to Section 8.5(b) of the Holdings LLC Agreement.

(ii) Subject to (iii) below, MLH, on behalf of itself and its Related Parties, hereby (a) fully and completely releases and forever discharges Holdings and TA, and their respective Related Parties, and the Related Parties of such Related Parties, from any and all Core Released Claims that MLH or any of its Related Parties would have been legally entitled to assert in their own right, on behalf of one another or on behalf of another party, or through derivative standing or otherwise (including, for the avoidance of doubt, on behalf of or derivatively for the Company), against Holdings or TA or their respective Related Parties and (b) acknowledges and waives any claim with respect to the non-compliance, if any, with the Umbrella Agreement (as defined in Section 12.12 of the Holdings LLC Agreement) with respect to any obligations under the Umbrella Agreement with respect to Section 8.5(b) of the Holdings LLC Agreement.

(iii) For the avoidance of doubt and notwithstanding subparagraphs (i) and (ii) above, in any lawsuit or other legal action by an Excluded Party against TA, MLH or their respective Related Parties (collectively, "Equity Defendants"), each Equity Defendant preserves and does not waive the right to defend or otherwise respond to such action by asserting that another Equity Defendant is responsible for any or all Causes of Action asserted by, or damages claimed by, an Excluded Party; and provided, further, however, nothing in this paragraph releases any Person from any claim or obligation arising under this Plan, including the provisions of Article V.R of this Plan.

Article X.G of the Plan, entitled "Releases by Lender Releasing Parties" provides:

Effective as of the Effective Date, the Lender Releasing Parties and their respective Related Parties shall be deemed to have released the Company, the Released Parties and their respective Related Parties from any and all Released Claims that the Lender Releasing Parties or their respective Related Parties would have been legally entitled to assert in their own right or on behalf of another party, or through derivative standing (including, for the avoidance of doubt, on behalf of or derivatively for the Company) against a Released Party and its respective Related Parties; provided, however, that the foregoing provisions of this release shall not operate to waive or release (i) any Causes of Action expressly set forth in and preserved by the Plan or the Plan Supplement including Retained Claims and any claims against Excluded Parties; (ii) the rights of such Lender Releasing Party to enforce the Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (iii) any claims against the Non-Contributing MLH Shareholders in order to preserve the claims being transferred to the Millennium Corporate Claim Trust or Millennium Lender Claim Trust.

The foregoing releases shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities released pursuant to these releases.

Article X.H of the Plan, entitled “Releases by Third Party Releasing Parties” provides:

Effective as of the Effective Date, the Third Party Releasing Parties and their respective Related Parties shall be deemed to have released the Company, the Released Parties, and their respective Related Parties from any and all released claims that any of the Third Party Releasing Parties would have been legally entitled to assert in their own right or on behalf of another party, or through derivative standing or otherwise (including, for the avoidance of doubt, on behalf of or derivatively for the Company) against a Released Party or their respective Related Parties; provided, however, that the foregoing provisions of this release shall not operate to waive or release (i) any Causes of Action expressly set forth in and preserved by the Plan or the Plan Supplement including Retained Claims and any claims against Excluded Parties; (ii) the rights of such Third Party Releasing Party to enforce the Plan and the contracts, instruments, releases and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court; (iii) any liability expressly reserved by certain governmental units as provided in Article V.J of this Plan; and/or (iv) any claims against the Non-Contributing MLH Shareholders in order to preserve the claims being transferred to the Millennium Corporate Claim Trust or Millennium Lender Claim Trust.

The foregoing releases shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities released pursuant to these releases.

Article X.J of the Plan, entitled “Bar Order” provides:

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, including, without limitation all Third Party Releasing Parties, any Non-Consenting Lenders, each Excluded Party, and, for the avoidance of doubt, any Consenting Lender, whether directly, derivatively or otherwise, of any claims or Causes of Action released pursuant to this Plan, including but not limited to the claims and Causes of Action released in Articles X.E, F, G, and H. For the avoidance of doubt, this injunction shall permanently bar, enjoin, and restrain (i) all persons and entities (including, without limitation, each Non-Consenting Lender, each Third Party Releasing Party, and each Excluded Party) from commencing or prosecuting any litigation or asserting any claims against Holdings, TA, MLH, or their respective Related Parties based on any Released Claims; (ii) to the maximum extent possible under applicable law, each Excluded Party and each Third Party Releasing Party from commencing, prosecuting, or asserting against any of the Released Parties any claims, actions or proceedings for contribution or indemnity, or otherwise, including any claims, actions or proceedings for contribution or indemnity or otherwise with respect to any liability or obligation of any Excluded Party to Millennium or the Lenders arising out of or in connection with any Retained Claims. The foregoing provision shall not operate to enjoin the commencement or prosecution by the USA Settlement Parties of any action or proceeding to enforce the Guarantee Agreement, an exhibit to the USA Settlement Agreements.

In addition to the foregoing, to the extent that any Non-Consenting Lender obtains a judgment pursuant to which MLH and/or TA become liable to a Non-Consenting Lender, MLH and/or TA shall be entitled to a dollar for dollar offset and credit against any such judgment in an amount equal to the product of: (x) the Pro Rata amount of that indebtedness under the Existing Credit Agreement that such Non-Consenting Lender held

and upon which its claim against MLH and/or TA is based multiplied by (y) the Settlement Contribution.

The Released Parties and their Related Parties shall have no liability to any Excluded Party, Millennium or the Lenders with respect to any Retained Claims that are, immediately prior to the Effective Date, subject to contractual or other indemnity by Millennium in favor of the Excluded Parties, and all such claims shall be barred, enjoined and released.

Article X.K of the Plan, entitled "Injunction" provides:

Except as otherwise provided in the Plan, from and after the Effective Date, all Entities are permanently enjoined from commencing or continuing in any manner, any suit, action or other proceeding, or creating, perfecting or enforcing any lien of any kind, on account of or respecting any claim, demand, liability, obligation, debt, right, Cause of Action, equity interest, or remedy released or to be released, exculpated or to be exculpated, or discharged or to be discharged pursuant to the Plan or the Confirmation Order. From and after the Effective Date, all Entities are permanently enjoined from commencing or continuing in any manner any Avoidance Action (as defined in this Plan) or any other action to avoid or recover the Initial USA Settlement Deposit. By accepting distributions pursuant to the Plan, each Holder of an Allowed Claim or Equity Interest will be deemed to have specifically consented to this injunction. All injunctions or stays provided for in the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, will remain in full force and effect until the Effective Date.

EXHIBIT 3

ARTICLE VI

TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumed Contracts and Leases

Except as otherwise provided in the Plan, or in any contract, instrument, release, or other agreement or document entered into in connection with the Plan, as of the Effective Date, the Debtors shall be deemed to have assumed each Executory Contract and Unexpired Lease to which it is a party in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease:

(1) was assumed or rejected previously by the Debtors; (2) expired or terminated pursuant to its own terms before the Effective Date; (3) is the subject of a motion to reject filed on or before the Effective Date; (4) is otherwise identified in the Plan Supplement as an Executory Contract or Unexpired Lease to be rejected before the Effective Date; or (5) is to be rejected pursuant to the terms of the Plan.

Without amending or altering any prior order of the Bankruptcy Court approving the assumption or rejection of any Executory Contract or Unexpired Lease, entry of the Confirmation Order by the Bankruptcy Court will constitute approval of such assumptions and rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code. All Assumed Agreements shall remain in full force and effect for the benefit of the Reorganized Debtors, and be enforceable by the Reorganized Debtors in accordance with their terms notwithstanding any provision in such Assumed Agreement that prohibits, restricts or conditions such assumption, assignment or transfer. Any provision in the Assumed Agreements that purports to declare a breach or default based in whole or in part on commencement or continuance of these Chapter 11 Cases is hereby deemed unenforceable. Any provision of any agreement or other document that permits a person to terminate or modify an agreement or to otherwise modify the rights of the Debtors based on the filing of the Chapter 11 Cases or the financial condition of the Debtors shall be unenforceable. To the extent any provision in any Executory Contract or Unexpired Lease assumed pursuant to the Plan (including, without limitation, any "change of control" provision) restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the Reorganized Debtors' assumption of such Executory Contract or Unexpired Lease, then such provision will be deemed modified such that the transactions contemplated by the Plan will not entitle the non-debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto. Each Executory Contract and Unexpired Lease assumed pursuant to this Article of the Plan will revert in and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law.

B. Assignment of Executory Contracts or Unexpired Leases

In the event of an assignment of an Executory Contract or Unexpired Lease, at least twenty (20) days prior to the Confirmation Hearing, the Debtors will serve upon counterparties to such Executory Contracts and Unexpired Leases, a notice of the proposed assumption and assignment, which will: (a) list the applicable Cure amount, if any; (b) identify the party to which the Executory Contract or Unexpired Lease will be assigned; (c) describe the procedures for filing objections thereto; and (d) explain the process by which related disputes will be resolved by the Bankruptcy Court; additionally, the Debtors will file with the Bankruptcy Court a list of such Executory Contracts and Unexpired Leases to be assigned and the proposed Cure amounts. Any applicable Cure amounts will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure amount in Cash on the Effective Date or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assignment or any related Cure amount must be filed, served and actually received by the Debtors at least five (5) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assignment or Cure amount will be deemed to have consented to such assignment of its Executory Contract or Unexpired Lease. The Confirmation Order will constitute an order of the Bankruptcy Court approving any proposed assignments of Executory Contracts or Unexpired Leases pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date.

In the event of a dispute regarding (a) the amount of any Cure payment, (b) the ability of any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assigned or (c) any other matter pertaining to assignment, the applicable Cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order or orders resolving the dispute and approving the assignment. If an objection to assignment or Cure amount is sustained by the Bankruptcy Court, the Reorganized Debtors in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming and assigning it.

C. Rejection of Executory Contracts or Unexpired Leases

All Executory Contracts and Unexpired Leases designated for rejection in the Plan Supplement will be deemed rejected as of the Effective Date. The Confirmation Order will constitute an order of the Bankruptcy Court approving the rejections described in this Article of the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code as of the Effective Date. All claims arising from the rejection of any Executory Contract or Unexpired Lease shall be treated as General Unsecured Claims, subject to any applicable limitation or defense under the Bankruptcy Code and applicable law. Rejection damages claims are Class 6 Claims.

D. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases

Any monetary defaults under each Executory Contract and Unexpired Lease to be assumed pursuant to the Plan will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the default amount in Cash as and when due in the ordinary course or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree.

Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption must be filed, served and actually received by the Debtors at least ten (10) days prior to the Confirmation Hearing. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption will be deemed to have assented and will be deemed to have forever released and waived any objection to the proposed assumption other than with respect to any alleged Cure amount, which may be asserted at any time. In the event of a dispute regarding (1) the amount of any payments to Cure a default, (2) the ability of the Reorganized Debtors or any assignee to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the contract or lease to be assumed or (3) any other matter pertaining to assumption, the Cure payments required by section 365(b)(1) of the Bankruptcy Code will be made following the entry of a Final Order or orders resolving the dispute and approving the assumption. If an objection to Cure is sustained by the Bankruptcy Court, the Debtors or Reorganized Debtors, as applicable, in their sole option, may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it.

E. Assumption of Officer Insurance Policies

The Debtors, and upon the Effective Date, the Reorganized Debtors, will assume all of the D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code. Unless previously effectuated by separate order entered by the Bankruptcy Court, entry of the

Confirmation Order will constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan will not discharge, impair or otherwise modify any indemnity obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such indemnity obligation will be deemed and treated as an Executory Contract that has been assumed by the Debtors under the Plan. Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan will not impair or otherwise modify any rights of the Reorganized Debtors under the D&O Liability Insurance Policies.

F. Indemnification Provisions

The indemnification provisions currently in place under the Limited Liability Company Operating Agreement for Millennium dated as of April 11, 2014 (without regard to any amendments which may have been made thereto or any board resolutions which may have been adopted in respect of indemnification) (the "Operating Agreement") and the Existing Loan Documents solely for the following: (i) Prior Administrative Agent; (ii) the Administrative Agent; (iii) the Early Commitment Facility Agent; and (iv) the officers of Millennium who served in such capacity as of the Petition Date or any time thereafter through the Effective Date (collectively, the "Preserved Indemnified Parties") with respect to or based upon any act or omission taken or omitted in such capacities will be Reinstated (or assumed, as the case may be) solely in respect to the Preserved Indemnified Parties, and will survive effectiveness of the Plan. No such Reinstatement or assumption shall in any way extend the scope or term of any indemnification provision beyond that contemplated in the underlying Operating Agreement and Existing Loan Documents. Notwithstanding anything in this Article VI.F to the contrary, no other claimed Indemnification Agreement regarding any Senior Executive shall be assumed or Reinstated unless mutually agreed upon by the Ad Hoc Group Majority and the respective Senior Executive with respect to any such indemnity terms (and such other Indemnification Agreements may be amended by the mutual agreement of the Ad Hoc Group Majority and the respective Senior Executive). If the Ad Hoc Group Majority and Senior Executive do not reach an agreement regarding the assumption or Reinstatement of such Senior Executive's other claimed Indemnification Agreements, all parties reserve their rights regarding such other claimed Indemnification Agreements. For the avoidance of doubt, nothing in this Article VI.F shall (i) expand the indemnification obligations owed by any of the Releasing Parties to the Released Parties beyond the limits set forth in Article X.M hereof; (ii) constitute a Reinstatement or assumption of any indemnification obligations which may be owed by Millennium or any other Debtor to Holdings or any other Person or Entity other than the Preserved Indemnified Parties solely with respect to the indemnification provisions set forth above, or (iii) constitute a Reinstatement or assumption of any indemnification obligations of either Millennium to Holdings, or Holdings or any Debtor to any of the Preserved Indemnified Parties or any other Person or Entity except for Millennium.

G. Compensation and Benefit Programs

Except as otherwise provided in the Plan or any order of the Bankruptcy Court, all employment and severance policies, and all compensation and benefit plans, policies, and programs of the Debtors generally applicable to its employees, retirees, and the employees and retirees of its subsidiaries, including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, life, and accidental death and dismemberment insurance plans, are treated as Executory Contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code.

H. Workers' Compensation Benefits

Except as otherwise provided in the Plan, as of the Effective Date, the Debtors and the Reorganized Debtors will continue to honor their obligations under: (i) all applicable workers' compensation laws in states in which the Reorganized Debtors operate; and (ii) the Debtors' written contracts, agreements, agreements of indemnity, self-insurer workers' compensation bonds, and any other policies, programs, and plans regarding or relating to workers' compensation and workers' compensation insurance. All such contracts and agreements are treated as Executory Contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code, Notwithstanding anything to the contrary contained in the Plan, Confirmation of the Plan will not impair or otherwise modify any rights of the Reorganized Debtors under any such contracts, agreements, policies, programs or plans regarding or relating to workers' compensation or workers' compensation insurance.

I. Third Party Payer Contracts

Except as otherwise provided in the Plan or any order of the Bankruptcy Court, all Third Party Payer Contracts are treated as Executory Contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code. Any provision in the Third Party Payer Contracts that purports to declare a breach or default or to accelerate any payment obligations based in whole or in part on commencement or continuance of these Chapter 11 Cases is hereby deemed unenforceable. Nothing under the Plan shall affect the Debtors' or the applicable counterparty's rights, claims and defenses in respect of any Third Party Payer Contract, or the right of either party thereto to future adjudication of any disputes in respect thereto in accordance with the applicable provisions of such Third Party Payer Contract.

J. Medicare and Medicaid Agreements

The Medicare and Medicaid Agreements are treated as Executory Contracts under the Plan and on the Effective Date will be assumed pursuant to the provisions of sections 365 and 1123 of the Bankruptcy Code; provided that, for the avoidance of doubt, Holdings is not assuming any Medicare and Medicaid Agreements. Nothing under the Plan will affect the USA's, HHS's, or CMS's rights, claims, and defenses in respect of any Medicare and Medicaid Agreements for future adjudication in accordance with the applicable provisions of such Medicare and Medicaid Agreements. The "cure" and adequate assurance of future performance under section 365 of the Bankruptcy Code for the assumption of the Medicare and Medicaid Agreements shall be: (a) the performance by the Debtors and New Holdco, Reorganized Millennium, and its subsidiaries, as applicable, of their obligations under the USA Settlement Agreements; and (b) the continued participation of the Debtors and New Holdco, Reorganized Millennium, and its subsidiaries, as applicable, in the Medicare and Medicaid programs in the ordinary course of business to be governed by and subject to, the terms and conditions of the Medicare and Medicaid Agreements and the Medicare statutes, regulations, policies and procedures, including the recovery of overpayments other than the Determined Overpayments (as defined in the Federal Administrative Settlement Agreement) in the ordinary course of business. In the event that any of the Medicare and Medicaid Agreements are subsequently terminated and the Debtors or New Holdco, Reorganized Millennium, and its subsidiaries re-enroll in the Medicare and Medicaid programs, such parties agree that they shall assume successor liability as to any liability arising under the Medicare Agreements and that such successor liability shall be governed by and subject to, the terms and conditions of the Medicare statutes, regulations, policies and procedures, including the recovery of overpayments in the ordinary course of business.