



**RELIEF REQUESTED**

1. By this Motion the Debtors seek entry of an order attached hereto as **Exhibit A** (the “Solicitation Procedures Order”):

- a. approving the proposed Disclosure Statement as containing “adequate information” for the purposes of Bankruptcy Code section 1125;
- b. approving procedures for: (i) soliciting, receiving, and tabulating votes to accept or reject the Plan; (ii) voting to accept or reject the Plan; (iii) opting out of the Third-Party Release, and (iv) filing objections to the Plan (the “Solicitation and Voting Procedures”);
- c. approving the form ballots (collectively, the “Ballots”) for allowed claims in Voting Classes<sup>4</sup> (as defined herein) attached to the Solicitation Procedures Order as Exhibit 1-A, Exhibit 1-B, Exhibit 1-C, and Exhibit 1-D;
- d. approving the forms of the following notices: (i) notice to holders of Unimpaired Claims and Interests; and (ii) notices to holders of Impaired Claims and Interests that will not receive distributions or retain any property under the Plan (each, a “Non-Voting Status Notice” and, together, the “Non-Voting Status Notices”), substantially in the forms attached to the Solicitation Procedures Order as Exhibit 2-A, Exhibit 2-B, and Exhibit 2-C;
- e. approving the Solicitation Packages (as defined herein) as being in compliance with Bankruptcy Rules 3017(d) and 2002(b);
- f. approving the form and manner of notice (the “Confirmation Hearing Notice”) of the hearing to consider Confirmation of the Plan (the “Confirmation Hearing”), substantially in the form attached to the Solicitation Procedures Order as Exhibit 3; and
- g. establishing the following dates and deadlines, subject to modification as necessary:

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<sup>4</sup> Classification and treatment of creditor Claims against the Debtors and any projected recoveries to creditors set forth in the Combined Disclosure Statement and Plan are subject to material change based upon, among other things, the outcome of the ongoing marketing and sale process for the Debtors’ assets.

<b>Proposed Timeline</b>	
Voting Record Date	September 11, 2024
Hearing on Solicitation Motion and Approval of the Disclosure Statement	September 11, 2024, at 9:30 a.m. (prevailing Eastern Time)
Deadline for Commencement of Solicitation and Service of Confirmation Hearing Notice	Five business days after entry of the Solicitation Procedures Order (expected to be on or before September 19, 2024)
Claims Objection Deadline (for Voting Purposes)	September 23, 2024, at 4:00 p.m. (prevailing Eastern Time)
Rule 3018 Motion Deadline	October 7, 2024, at 4:00 p.m. (prevailing Eastern Time)
Plan Supplement Deadline	October 11, 2024
Voting Deadline	October 21, 2024, at 4:00 p.m. (prevailing Eastern Time)
Confirmation Objection Deadline	October 21, 2024, at 4:00 p.m. (prevailing Eastern Time)
Deadline to File Report of Balloting	October 25, 2024
Confirmation Hearing	October 30, 2024, at 9:30 a.m. (prevailing Eastern Time)

**JURISDICTION AND VENUE**

2. The Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The legal predicates for the relief requested herein are sections 105, 365, 1125, 1126, and 1128 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2002, 3016, 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 3018-1, 9013-1, and 9013-2 of the Local Rules of Practice for the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”), and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”).

## **BACKGROUND**

4. On June 2, 2024 (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “Court”). The Debtors are operating their businesses and managing their property as debtors in possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

5. On June 13, 2024, the Office of the United States Trustee for Region 21 (the “U.S. Trustee”) appointed an official committee in the Chapter 11 Cases (the “Committee”). *See Appointment and Notice of Appointment of Committee of Creditors Holding Unsecured Claims* [Docket No. 112]. To date, no trustee or examiner has been appointed in the Chapter 11 Cases.

6. On July 23, 2024, the Debtors filed the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 273] (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof and all exhibits thereto and as amended, supplemented, or otherwise modified, the “Plan”, and together with the Disclosure Statement, as amended, supplemented, or otherwise modified, the “Combined Disclosure Statement and Plan”).

## **BASIS FOR RELIEF REQUESTED AND APPLICABLE AUTHORITY**

7. To facilitate consideration of the Combined Disclosure Statement and Plan, the Debtors hereby seek entry of the Solicitation Procedures Order.

### **I. Approval of the Disclosure Statement**

8. Bankruptcy Code section 1125 requires that a disclosure statement be approved by the court as containing “adequate information” prior to a debtor’s solicitation of acceptances or rejections of a plan. 11 U.S.C. § 1125(b). “Adequate information” is defined in the Bankruptcy Code as:

[I]nformation of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan . . . [I]n determining whether a disclosure statement provides adequate information, the court shall consider the complexity of the case, the benefit of additional information to creditors and other parties in interest, and the cost of providing additional information . . .

11 U.S.C. § 1125(a)(1). Thus, the disclosures must provide information that is “reasonably practicable” to permit an “informed judgment” by creditors and interest holders entitled to vote on the debtor’s plan of reorganization. *Enron Corp. v. The New Power Co. (In re New Power Corp.)*, 438 F.3d 1113, 1118 (11th Cir. 2006); *Abel v. Shugrue (In re Ionosphere Clubs, Inc.)*, 179 B.R. 24, 29 (S.D.N.Y. 1995). Essentially, the disclosures “must clearly and succinctly inform the average unsecured creditor what it is going to get, when it is going to get it, and what contingencies there are to getting its distribution.” *In re Ferretti*, 128 B.R. 16, 19 (Bankr. D.N.H. 1991).

9. Courts have broad discretion in determining whether a disclosure statement contains “adequate information,” employing a flexible approach based on the unique facts and circumstances of each case. *See, e.g., In re Northwest Recreational Activities, Inc.*, 8 B.R. 10, 11 (Bankr. N.D. Ga. 1980) (“The quality of the Disclosure Statement which will qualify as ‘adequate information’ will vary with the circumstances. The kind and form of information is left to the judicial discretion of the court on a case by case basis.”); *In re Brandon Mill Farms, Ltd.*, 37 B.R. 190, 191–92 (Bankr. N.D. Ga. 1984) (“Beyond the statutory guidelines described in the definition of ‘adequate information,’ the decision to approve or reject a disclosure statement is within the discretion of the Bankruptcy Court.”); *In re Coastal Realty Invs., Inc.*, No. 12 20564, 2013 WL 214235, at \*5 (Bankr. S.D. Ga. Jan. 17, 2013) (“While the statutory language sets out the general

parameters of adequacy [of information], ultimately, a court must decide when a disclosure statement meets the statutory standard in light of the particular case and surrounding circumstances.”) (internal citations omitted); *Oneida Motor Freight, Inc. v. United Jersey Bank (In re Oneida Motor Freight, Inc.)*, 848 F.2d 414, 417 (3d Cir. 1988) (“From the legislative history of § 1125, we discern that adequate information will be determined by the facts and circumstances of each case.”); *In re River Village Assocs.*, 181 B.R. 795, 804 (E.D. Pa. 1995) (“Under § 1125(a), the Bankruptcy Court is thus given substantial discretion in considering the adequacy of a disclosure statement.”).

10. Employing a flexible approach to approval of disclosure statements, courts have identified several categories of information which, based on the facts of a particular case, should typically be included in a disclosure statement. *See, e.g., In re Metrocraft Pub. Serv., Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984) (listing 19 factors that the court considered relevant in evaluating the adequacy of a disclosure statement); *Coastal Realty Invs.*, 2013 WL 214235, at \*5 (listing factors courts have considered in reviewing adequacy of information); *In re Scioto Valley Mtg. Co.*, 88 B.R. 168, 170-71 (Bankr. S.D. Ohio 1988) (setting forth a non-exhaustive list of 19 categories of information that may be included in a disclosure statement). Importantly, disclosure of every factor is not necessary in every case. *See In re Metrocraft Pub. Services, Inc.*, 39 B.R. at 568.

11. Here, the Debtors submit that the Disclosure Statement contains ample “adequate information” within the meaning of Bankruptcy Code section 1125 and, accordingly, should be approved by the Court. Specifically, the Disclosure Statement contains descriptions and summaries of, among other things: (a) the business, corporate structure, and capital structure of the Debtors; (b) events leading up to the Chapter 11 Cases and significant events that have occurred

therein; (c) estimates of the claims asserted, or to be asserted, against the Debtors' estates and the value of Distributions to be received by holders of allowed claims; (d) treatment of administrative, priority, and non-priority claims; (e) the terms of the Plan, including a chart describing the treatment of each class; (f) the injunctions, releases, and exculpations provided by the Combined Disclosure Statement and Plan; (g) the feasibility of the Plan and the potential risks of a liquidation under chapter 7 of the Bankruptcy Code, along with an accompanying liquidation analysis; (h) risk factors that may affect the Combined Disclosure Statement and Plan; and (i) appropriate disclaimers regarding the Court's approval of information only as contained in the Combined Disclosure Statement and Plan.

12. Accordingly, the Debtors submit that the Disclosure Statement contains "adequate information" as that phrase is defined in Bankruptcy Code section 1125 and request that the Disclosure Statement be approved.

## **II. Establishment of Confirmation Hearing Date**

13. Bankruptcy Code section 1128(a) provides that "[a]fter notice, the court shall hold a hearing on confirmation of a plan." 11 U.S.C. § 1128(a). Bankruptcy Rule 3017(c) provides that "[o]n or before approval of the disclosure statement, the court . . . may fix a date for the hearing on confirmation." Fed. R. Bankr. P. 3017(c). Additionally, Bankruptcy Rule 2002(b) requires at least 28 days' notice by mail to all creditors and indenture trustees of the time fixed for filing objections to and the hearing to consider confirmation of a chapter 11 plan. *See* Fed. R. Bankr. P. 2002(b). Finally, Bankruptcy Code section 105(d) further provides that the Court "shall hold such status conferences as are necessary to further the expeditious and economical resolution of the case" and "may issue an order at any such conference prescribing such limitations and conditions as the court deems appropriate to ensure that the case is handled expeditiously and economically,

including an order that . . . provides that the hearing on approval of the disclosure statement may be combined with the hearing on confirmation of the plan.” 11 U.S.C. § 105(d)(2)(B)(vi).

14. In accordance with the provisions of Bankruptcy Code section 1128(a) and Bankruptcy Rules 2002 and 3017, the Debtors request that the Court set **October 30, 2024 at 9:30 a.m. (prevailing Eastern Time)**, or such other time convenient for the Court, as the date and time for the commencement of the hearing on confirmation of the Plan (the “Confirmation Hearing”), subject to Court availability. The Debtors also request that the Court order that the Confirmation Hearing may be continued from time to time by announcing such continuance in open court or otherwise, without further notice to parties-in-interest.

**III. Deadlines and Procedures for (a) Filing Objections to Confirmation of Plan; (b) Claims Objections; and (c) Temporary Allowance of Claims for Voting Purposes**

**A. Deadline and Procedures for Filing Objections to Confirmation of Plan**

15. Bankruptcy Rule 3020(b)(1) provides that objections to confirmation of a proposed plan must be filed with the bankruptcy court and served on the debtor, the trustee, the proponent of the plan, any committee appointed under the Bankruptcy Code, and on any other entity designated by the Bankruptcy Court, “within a time fixed by the court.” Fed. R. Bankr. P. 3020(b)(1). The Debtors request that the Court establish **October 21, 2024 at 4:00 p.m. (prevailing Eastern Time)** as the deadline for filing and serving objections to the Plan (the “Confirmation Objection Deadline”). The Debtors request that the Court consider only timely filed and served objections to confirmation of the Plan and that objections not timely filed and served in accordance with the provisions of the immediately following paragraph be overruled.

16. The Debtors further request that the Court direct that objections to confirmation of the Plan, if any, (a) be made in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (c) state the name and address of the objecting party and the nature



and amount of any claim or interest asserted by such party against the Debtors, their estates, or their property; (d) state with particularity the legal and factual bases and nature of any objection to the Plan; (e) be filed with the Court, and served on the following parties (collectively, the “Notice Parties”), so as to be received on or before the Plan Objection Deadline: (i) LaVie Care Centers, LLC, c/o Ankura Consulting Group, LLC, 485 Lexington Avenue, 10th Floor, New York, NY 10017 (Attn: M. Benjamin Jones); (ii) counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, Georgia 30309 (Attn: Daniel M. Simon) and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Emily C. Keil and Jake Jumbeck); (iii) counsel to the Committee, Troutman Pepper Hamilton Sanders LLP, 600 Peachtree St. NE, Suite 3000, Atlanta, GA 30308 (Attn: Matthew R. Brooks and Pierce E. Rigney) and 3000 Two Logan Square, Eighteenth and Arch St., Philadelphia, PA 19103 (Attn: Francis J. Lawall) and 875 Third Avenue, New York, NY 10022 (Attn: Deborah Kovsky-Apap); and (iv) the United States Trustee of the Northern District of Georgia, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams).

**B. Deadline and Procedures for Filing Objections to Claims for Voting Purposes**

17. The Debtors request that the Court set **September 23, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Claims Objection Deadline”) as the deadline for filing and serving objections to claims solely for the purposes of voting on the Plan (each, a “Claim Objection”). Such Claims Objection Deadline, however, will not apply to claims objections which may be asserted for purposes other than voting on the Plan. The Debtors further request that the Court direct that Claims Objections: (a) be made in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (c) state the name and address of the party asserting the Claims Objections; (d) state with particularity the legal and factual bases

for the Claims Objections; and (e) be filed with the Court, and served on the Notice Parties, so as to be received no later than the Claims Objection Deadline.

**C. Deadline and Procedures for Temporary Allowance of Claims for Voting Purposes**

18. Bankruptcy Rule 3018(a) provides in relevant part that “[n]otwithstanding objection to a claim or interest, the court after notice and hearing may temporarily allow the claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.” Fed. R. Bankr. P. 3018(a). The Debtors propose that the Court use its power under Bankruptcy Code section 105(a) and fix **October 7, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Rule 3018(a) Motion Deadline”) as the deadline for filing and serving such motions pursuant to Bankruptcy Rule 3018(a) (the “Rule 3018(a) Motions”).

19. The Debtors further request that the Court direct that Rule 3018(a) Motions: (a) be made in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (c) state the name and address of the party asserting the Rule 3018(a) Motion; (d) state with particularity the legal and factual bases for the Rule 3018(a) Motion; and (e) be filed with the Court and served on the Notice Parties, so as to be received no later than the Rule 3018(a) Motion Deadline.

20. The Debtors propose that any party timely filing and serving a Rule 3018(a) Motion be provided a Ballot and be permitted to cast a provisional vote to accept or reject the Plan, *provided* that in order for such party’s provisional vote to be counted, its 3018(a) Motion must be resolved by (a) an order entered by the Court allowing its claim at least three business days prior to the Confirmation Hearing, (b) a stipulation or other agreement executed between such party and the Debtors temporarily allowing such claim for voting purposes in an agreed amount; or (c) the

pending dispute or objection to such claim held by such party being voluntarily withdrawn by each objecting party.

21. Requiring the Rule 3018(a) Motions to be filed by the Rule 3018(a) Motion Deadline will afford the Debtors sufficient time to consider and, if necessary, contest (or if appropriate, seek to resolve) the Rule 3018(a) Motions and will help to ensure that an accurate tabulation of Ballots is completed by the Confirmation Hearing Date.

**D. Treatment of Certain Unliquidated, Contingent, or Disputed Claims for Notice, Voting, and Distribution Purposes**

22. Pursuant to Bankruptcy Code section 105(a), Bankruptcy Rules 2002(a)(7) and 3003(c)(2), and any order of the Court establishing deadlines (the “Bar Dates”) for filing proofs of claim against the Debtors (the “Bar Date Order”),<sup>5</sup> creditors whose claims are not scheduled or who hold claims that are scheduled as disputed, contingent or unliquidated are required to timely file proofs of claim by the applicable Bar Date in order to be treated as creditors with respect to such claims for voting and distribution purposes.

23. For purposes of this Motion, “Non-Voting Claims” will mean claims which are scheduled in the Debtors’ schedules of assets and liabilities (as the same may be amended, the “Schedules”) as disputed, contingent, or unliquidated and which are not the subject of a timely-filed proof of claim, or a proof of claim deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Court, or otherwise deemed timely filed under applicable law; or (b) are not scheduled and are not the subject of a timely-filed proof of claim, or a proof of claim deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Court, or otherwise deemed timely filed under applicable law.

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<sup>5</sup> On July 2, 2024, the Court entered the *Order (I) Establishing Bar Dates for Filing Claims Against the Debtors; and (II) Granting Related Relief* [Docket No. 218], establishing the general bar date in the Chapter 11 Cases as August 30, 2024 at 5:00 p.m. (prevailing Eastern Time).

24. The Debtors request that the Court direct that creditors holding Non-Voting Claims be denied treatment as creditors with respect to such claims for purposes of (a) voting on the Plan, (b) receiving distributions under the Plan, and (c) receiving notices regarding the Plan.

25. Voting Procedures. The Debtors propose to use the following hierarchy for purposes of determining the amount of a claim used to calculate acceptance or rejection of the Plan under Bankruptcy Code section 1126:

- a. in the amount prescribed by the Solicitation Procedures Order;
- b. in the amount allowed pursuant to a Resolution Event (as defined below);
- c. in the amount contained in a proof of claim that has been timely filed (or deemed timely filed by the Court under applicable law), except for any amounts asserted on account of any interest accrued after the Petition Date;
- d. in the amount listed on the Schedules, so long as the claim (i) is not scheduled as contingent, disputed, or unliquidated and/or has not been paid (in which case, such contingent, disputed, or unliquidated scheduled claim shall be disallowed for voting purposes) and (ii) has not been superseded by a timely proof of claim; and
- e. if none of the foregoing applies to a claim, the claim will be disallowed for voting purposes.

26. The Debtors request that if a proof of claim is amended, the last timely proof of claim shall be subject to the above hierarchy and will supersede any earlier claim, which will then be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended claim.

27. The Debtors further request that, if a claim is subject to a pending objection on the Voting Deadline (as defined below), the holder of the claim will not be entitled to vote to accept or reject the Plan on account of the claim unless one or more of the following events (each, a “Resolution Event”) occurs at least three business days prior to the Voting Deadline: (a) an order of the Court is entered allowing such claim pursuant to Bankruptcy Code section 502(b), after

notice and a hearing; (b) an order of the Court is entered temporarily allowing such claim (or the disputed portion thereof) for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing; (c) a stipulation or other agreement is executed between the holder of such claim and the Debtors temporarily allowing such claim for voting purposes in an agreed amount; or (d) the pending dispute or objection to such claim is voluntarily withdrawn by each objecting party. No later than two business days following the occurrence of a Resolution Event, the Debtors will cause Kurzman Carson Consultants, LLC d/b/a Verita Global (the “Voting Agent”), to distribute via email or first class mail a Solicitation Package and a pre-addressed, postage pre-paid envelope to the holder of the disputed claim that has been resolved.

28. With respect to claims in Class 4 (Omega Term Loan Claims), the Debtors propose that the Debtors be entitled to rely on the amounts of loan claims set forth in the register of lenders as maintained by the Omega Term Loan Agent, which shall be provided by the Omega Term Loan Agent to the Voting Agent no later than one business day following the Voting Record Date.

29. In addition, the Debtors propose to use the following conditions for purposes of determining the voting amounts and/or classifications:

- a. if a claim is partially liquidated and partially unliquidated, such claim will be allowed for voting purposes only in the liquidated amount;
- b. if a scheduled or filed claim has been paid, such claim will be disallowed for voting purposes;
- c. the holder of a timely-filed proof of claim that is filed in a wholly unliquidated, contingent, disputed, and/or unknown amount (for example, a claim based on pending litigation), as determined on the face of the claim or after reasonable review by the Debtors or the Voting Agent, and is not the subject of an objection as of the Claims Objection Deadline, is entitled to vote in the amount of \$1.00;
- d. if a proof of claim has been amended by a later-filed proof of claim that is filed on or prior to the Voting Record Date (as defined below), the later-filed amending claim will be entitled to vote in a manner consistent with

these tabulation rules, and the earlier filed claim will be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended claim; and

- e. proofs of claim for \$0.00 are not entitled to vote.

**E. Establishment of Record Date**

30. Bankruptcy Rule 3017(d) provides that, “the date the order approving the disclosure statement is entered” will be the record date for determining the “holders of stock, bonds, debentures, notes and other securities” entitled to receive ballots and materials specified in Bankruptcy Rule 3017(d). Fed. R. Bankr. P. 3017(d). The Court may approve a different record date for cause. *See id.*

31. The Debtors request that this Court exercise its power and authority under Bankruptcy Code section 105(a) and set **September 11, 2024** as the record date (the “Voting Record Date”) for determining (a) creditors and equity holders entitled to receive Solicitation Packages and related materials, if any, and (b) creditors entitled to vote to accept or reject the Plan and the creditor’s corresponding claim, notwithstanding anything to the contrary in the Bankruptcy Rules. By establishing the Voting Record Date after August 30, 2024, creditors that file proofs of claim, but that were not included in the Debtors Schedules, will nonetheless receive solicitation packages.

**F. Content and Transmittal of Solicitation Packages, Including Ballots and Non-Voting Packages; Approval of Forms of Notice and Ballots**

32. Bankruptcy Rule 3017(d) provides that, upon approval of a disclosure statement, a debtor-in-possession “shall mail to all creditors and equity security holders” and the U.S. Trustee:

- a. the plan or a court-approved summary of the plan;
- b. the disclosure statement approved by the court;
- c. the notice of the time within which acceptances and rejection of the plan may be filed; and

- d. any other information as the court may direct, including any court opinion approving the disclosure statement or a court-approved summary of the opinion.

Fed. R. Bankr. P. 3017(d). Bankruptcy Rule 3017(d) further requires that a notice of the time for filing objections to and the hearing on confirmation of the plan be mailed to all creditors and equity security holders pursuant to Bankruptcy Rule 2002(b) and that a form of ballot conforming to the appropriate Official Form be mailed to creditors and equity security holders entitled to vote on the Plan. *See id.*

**i. The Confirmation Hearing Notice**

33. Within five business days after entry of the Solicitation Procedures Order, the Debtors propose to mail or cause to be mailed by first-class mail to all of their known creditors and all other entities required to be served under Bankruptcy Rules 2002 and 3017, the Confirmation Hearing Notice, substantially in the form attached to the Solicitation Procedures Order as Exhibit 3, which form the Debtors hereby request the Court approve.

**ii. The Non-Voting Packages**

34. Pursuant to Bankruptcy Code section 1126(f), creditors holding claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 3 (ABL Claims) under the Plan are unimpaired, are deemed to have accepted the Plan, and are not entitled to vote. *See* 11 U.S.C. § 1126(f). Pursuant to Bankruptcy Code section 1126(g), holders of claims or interests, as applicable, in Class 10 (Subordinated Claims) and Class 11 (Existing Equity Interests) under the Plan are impaired, are deemed to have rejected the Plan, and are not entitled to vote. *See* 11 U.S.C. § 1126(g). Finally, holders of claims and interests, as applicable, in Class 8 (Intercompany Claims) and Class 9 (Intercompany Interests) are either unimpaired and deemed to have accepted the Plan or impaired and deemed to have rejected the plan and are not entitled to vote. Accordingly, the Debtors submit that they should not be required to transmit Solicitation Packages to holders of

claims or interests in Classes 1, 2, 3, 8, 9, 10, and 11 (collectively, the “Non-Voting Classes”) under the Plan.

35. Therefore, the Debtors propose to mail or cause to be mailed by first-class mail to holders of claims in Class 1, Class 2, and Class 3, who are unimpaired and deemed to have accepted the Plan, a copy of the Notice of Non-Voting Status for Unimpaired Classes, substantially in the form attached to the Solicitation Procedures Order as Exhibit 2-A. The Debtors propose to mail or cause to be mailed by first-class mail to holders of claims or interests, as applicable, in Class 10 and Class 11, who are impaired and deemed to have rejected the Plan, a copy of the Notice of Non-Voting Status for Impaired Classes, substantially in the form attached to the Solicitation Procedures Order as Exhibit 2-B. The Debtors propose to mail or cause to be mailed by first-class mail to holders of claims or interests, as applicable, in Class 8 and Class 9, who are either impaired and deemed to reject the Plan or unimpaired and deemed to accept the Plan, a copy of the Notice of Non-Voting Status for Unimpaired/Impaired Classes, substantially in the form attached to the Solicitation Procedures Order as Exhibit 2-C. Each Non-Voting Status Notice shall be mailed on before the date that is five business days after entry of the Solicitation Procedures Order (the “Solicitation Deadline”).

36. The Debtors submit that such limited disclosure is consistent with Bankruptcy Rule 3017(d). Nonetheless, out of an abundance of caution, the Debtors request that the Non-Voting Status Notices be deemed to constitute adequate alternative disclosure statements to impaired non-voting classes under 11 U.S.C. § 1125(c) and summary plans under Bankruptcy Rule 3017(d).



**iii. The Solicitation Packages<sup>6</sup>**

37. In addition, on or before the Solicitation Deadline, the Debtors propose to mail or cause to be mailed by first-class mail to holders of claims in Class 4 (Omega Term Loan Claims), Class 5 (Omega Master Lease Claims), Class 6 (Welltower Master Lease Claims), and Class 7 (General Unsecured Claims), who are entitled to vote (collectively, the “Voting Classes”), a solicitation package (each, a “Solicitation Package”) containing or directing the recipient to the following:

- a. the Confirmation Hearing Notice;
- b. the Combined Disclosure Statement and Plan (including exhibits);
- c. a copy of the Solicitation Procedures Order (without exhibits);
- d. an appropriate Ballot;
- e. a pre-addressed return envelope; and
- f. such other materials as the Court may direct to include in the Solicitation Package.

38. The Debtors request permission, at their discretion, to provide the Combined Disclosure Statement and Plan and the Solicitation Procedures Order (without exhibits) to holders of claims entitled to vote on the Plan in electronic medium (*e.g.*, flash drive, QR code, or hyperlink to the relevant document as provided by the Complex Case Procedures). The Ballots and the Confirmation Hearing Notice shall be distributed on paper. The Debtors further propose that they will provide, at their expense, paper copies of any electronically distributed documents upon request of any party-in-interest to the Voting Agent.

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<sup>6</sup> Classification and treatment of creditor Claims against the Debtors and any projected recoveries to creditors set forth in the Combined Disclosure Statement and Plan are subject to material change based upon, among other things, the outcome of the ongoing marketing and sale process for the Debtors’ assets.

39. Bankruptcy Rule 3017(d) provides that ballots for accepting or rejecting a plan of reorganization should conform substantially to Official Form No. 14. The forms of ballots, attached as Exhibits 1-A through Exhibit 1-D to the Solicitation Procedures Order, for holders of claims in Classes 4, 5, 6, and 7 are derived from Official Form No. 14, but include certain modifications and instructions necessary to facilitate voting and to meet the particular requirements of the Plan.<sup>7</sup>

40. The appropriate Ballot forms, as applicable, will be distributed to holders of claims who are entitled to vote to accept or reject the Plan:<sup>8</sup>

Exhibit 1-A	Ballot for Class 4 (Omega Term Loan Claims)
Exhibit 1-B	Ballot for Class 5 (Omega Master Lease Claims)
Exhibit 1-C	Ballot for Class 6 (Welltower Master Lease Claims)
Exhibit 1-D	Ballot for Class 7 (General Unsecured Claims)

41. So as to avoid duplication and reduce expense, and except as otherwise set forth herein, the Debtors propose that (a) creditors holding (i) unclassified claims or unimpaired claims and also (ii) claims in a class that is designated as impaired and entitled to vote under the Plan receive only the Solicitation Package appropriate for the applicable impaired class; and (b) creditors who have filed duplicate claims in any given class (whether against the same or multiple Debtors) (i) receive only one Solicitation Package and one Ballot for voting their claims with respect to that class, and (ii) be entitled to vote their claim only once with respect to that class.

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<sup>7</sup> The Ballots will be preprinted to include the non-contingent amount carried in the claims database maintained by the Voting Agent as the claim amount to be counted for voting purposes.

<sup>8</sup> The Debtors propose that Ballots will not be sent to any creditors who (a) failed to timely file proofs of claim, and whose claims are listed as contingent, unliquidated or disputed in the Debtors' Schedules, or (b) are otherwise not entitled to vote in accordance with the procedures set forth herein.

42. When No Notice or Transmittal Necessary. Because sending Solicitation Packages and other notices to outdated or otherwise improper addresses results in needless expense to the Debtors' estates, the Debtors request authority not to provide notice or service of any kind upon any person or entity to whom the Debtors mailed a notice of the meeting of creditors under Bankruptcy Code section 341 or notice of the bar date for filing proofs of claim and received either of such notices returned by the United States Postal Service marked "undeliverable as addressed," "moved—left no forwarding address," "forwarding order expired," or similar marking or reason, unless the Debtors have been informed in writing by such person or entity of that person's or entity's new address. Additionally, the Debtors anticipate that some of the Solicitation Packages or other solicitation-related notices described herein may be returned as undeliverable. The Debtors request that they not be required to re-mail undelivered Solicitation Packages or other undeliverable solicitation-related notices that were returned marked "undeliverable as addressed," "moved—left no forwarding address," "forwarding order expired," or similar marking or reason, unless the Debtors have been informed in writing by such person or entity of that person's or entity's new address.

43. The foregoing procedures regarding the provision of notice of the Confirmation Hearing and related matters comply with Bankruptcy Rules 2002 and 3017. Accordingly, the Debtors request that the Court approve the above-described notice as good and sufficient in accordance with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

**G. Establishment of Voting Deadline and Procedures for Tabulation of Votes**

**i. Voting Deadline**

44. Bankruptcy Rule 3017(c) requires the Court to "fix a time within which the holders of claims and interests may accept or reject the plan ...." Fed. R. Bankr. P. 3017(c). The Debtors request that the Court fix **October 21, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the "Voting

Deadline”) as the deadline by which all Ballots for accepting or rejecting the Plan must be received by the Voting Agent if they are to be counted. The Debtors also request that they be permitted, in their sole discretion, to extend, by oral or written notice to the Voting Agent, the period of time during which Ballots will be accepted for any reason from any creditor or class of creditor.

**ii. Procedures for Vote Tabulation**

45. To avoid uncertainty and the potential for inconsistent results, and to provide guidance to the Debtors and the Voting Agent, the Debtors request that the Court, pursuant to Bankruptcy Code section 105(a), establish the guidelines set forth below for tabulating the votes to accept or reject the Plan.

46. Votes Counted. The Debtors propose that any Ballot that is properly executed and timely received, and that is cast as either an acceptance or rejection of the Plan, will be counted and will be deemed to be cast as an acceptance or rejection of the Plan. The failure of a holder in Class 4, Class 5, Class 6, or Class 7 to timely deliver a properly-executed Ballot will be deemed to constitute an abstention by such holder with respect to voting on the Plan, and such abstention will not be counted as a vote for or against the Plan.

47. For purposes of voting, classification, and treatment under the Plan, the Debtors propose that, at the election of the Debtors, (a) each holder of a claim that holds or has filed more than one claim in an impaired class will be treated as if such holder has only one claim in each applicable class; (b) the claims filed by such holder will be aggregated in each applicable class; and (c) the total dollar amount of such holder’s claims in each applicable class will be the sum of the aggregated claims of such holder in each applicable class.

48. For purposes of the Voting Record Date, the Debtors propose that no transfer of claims pursuant to Bankruptcy Rule 3001 will be recognized unless either (a)(i) documentation evidencing such transfer was filed with the Court on or before 21 days prior to the Voting Record

Date and (ii) no timely objection with respect to such transfer was filed by the transferor; or (b) the parties to such transfer waived the 21-day period in the evidence of transfer and the evidence of transfer was docketed prior to the Voting Record Date.

49. Votes Not Counted. The Debtors further propose that the following Ballots not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- a. any Ballot received after the Voting Deadline (inclusive of any extensions by the Debtors as provided herein);
- b. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
- c. any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
- d. any Ballot cast for a claim which is listed in the Debtors' Schedules as contingent, unliquidated, or disputed or as zero or unknown in amount and (i) which is not the subject of a timely-filed proof of claim and (ii) for which no Rule 3018(a) Motion has been filed by the Rule 3018(a) Motion Deadline;
- e. any Ballot cast for a claim that was filed in a zero dollar amount;
- f. any Ballot that indicates neither an acceptance nor a rejection, or indicates both an acceptance and rejection, of the Plan;
- g. any Ballot that casts part of its vote in the same class to accept the Plan and part to reject the Plan;
- h. any form of Ballot other than the official form sent by the Voting Agent, or a copy thereof;
- i. any Ballot received that the Voting Agent cannot match to an existing database record;
- j. any Ballot that does not contain an original signature; *provided, however*, that for the avoidance of doubt, a Ballot submitted via the Voting Agent's electronic Ballot portal will be deemed to contain an original signature; or
- k. any Ballot that is submitted by facsimile, email, or by other electronic means other than through the Voting Agent's electronic Ballot portal.

50. The Debtors propose that neither the Debtors, the Voting Agent, nor any other person or entity will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots. Rather, the Debtors propose that the Voting Agent may either disregard, with no further notice, defective Ballots, or it may attempt to have defective Ballots cured.

51. The Debtors further propose that, subject to any contrary order of the Court and except as otherwise set forth herein, they may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline, and any such waivers will be documented in the vote tabulation certification prepared by the Voting Agent.

52. Withdrawal of Vote. The Debtors propose to permit any party who has delivered a valid Ballot for the acceptance or rejection of the Plan to withdraw, subject to the Debtors' right to contest the validity of such withdrawal, such acceptance or rejection by delivering a written notice of withdrawal to the Voting Agent at any time prior to the Voting Deadline. To be considered valid, a notice of withdrawal should (a) contain the description of the claim to which it relates and the aggregate amount represented by such claim(s); (b) be signed by the withdrawing party in the same manner as the Ballot being withdrawn; (c) contain a certification that the withdrawing party owns the claim(s) and possesses the right to withdraw the Ballot sought to be withdrawn; and (d) be timely received by the Voting Agent prior to the Voting Deadline.

53. Changing Votes. Notwithstanding Bankruptcy Rule 3018(a), the Debtors propose that whenever two or more Ballots that comply with these procedures are cast voting the same claim(s) prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline will be deemed to reflect the voter's intent and thus supersede any prior Ballot without prejudice to the Debtors' right to object to the validity of the later Ballot on any basis permitted by law,

including under Bankruptcy Rule 3018(a), and, if the objection is sustained, to count the first dated Ballot for all purposes. This procedure will spare the Court and the Debtors the time and expense of responding to motions brought pursuant to Bankruptcy Rule 3018(a) attempting to show cause for changing votes.

54. No Division of Claims or Votes. The Debtors propose that the Court clarify that (a) each creditor who votes must vote the full amount of each claim voted either to accept or reject the Plan; and (b) each creditor who votes and holds multiple claims within a particular class must vote all such claims to either accept or reject the Plan. The Debtors further propose that Ballots of creditors failing to vote in the manner specified in this paragraph will not be counted for any purpose.

55. Certification of Vote. In order to provide creditors ample time to consider how to vote their claims while providing the Voting Agent sufficient time to tabulate ballots, the Debtors propose that the Voting Agent file its report of balloting (the "Report of Balloting") on or before October 25, 2024, pursuant to Local Rule 3018-1(c).

### **NOTICE**

56. The Debtors will provide notice of this Motion to the following parties and/or their respective counsel, as applicable: (a) the U.S. Trustee; (b) the Internal Revenue Service; (c) the United States Attorney for the Northern District of Georgia; (d) the Attorney General for the State of Georgia; (e) the Georgia Department of Revenue; (f) the Centers for Medicare and Medicaid Services; (g) the states attorneys general for states in which the Debtors conduct business; (h) counsel to the Committee; (i) counsel to the Debtors' prepetition lenders; (j) counsel to the DIP Lenders; and (k) all parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtors submit that no other or further notice is required.

**NO PRIOR REQUEST**

57. No prior request for the relief sought in this Motion has been made to this or any other court.

**WHEREFORE**, the Debtors respectfully request that the Court enter the Solicitation Procedures Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein, and such other and further relief as may be just and proper.

Dated: Atlanta, Georgia  
August 7, 2024

**MCDERMOTT WILL & EMERY LLP**

*/s/ Daniel M. Simon*

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- and -

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*Counsel for the Debtors and Debtors-in-Possession*



**CERTIFICATE OF SERVICE**

I hereby certify that on August 7, 2024, all ECF participants registered in this case were served electronically with the foregoing Motion through the Court's ECF system at their respective email addresses registered with this Court. The Debtors' claims and noticing agent, Kurtzman Carson Consultants LLC, will be filing a supplemental certificate of service on the docket to reflect any additional service of the foregoing Motion, including on the Limited Service List.

Dated: Atlanta, Georgia  
August 7, 2024

**MCDERMOTT WILL & EMERY LLP**

/s/ Daniel M. Simon

Daniel M. Simon (Georgia Bar No. 690075)  
1180 Peachtree St. NE, Suite 3350  
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*Counsel for the Debtors and Debtors-in-Possession*

**EXHIBIT A**

**Proposed Solicitation Procedures Order**

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:	)	
	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
	)	
Debtors.	)	(Jointly Administered)
	)	
	)	Related to Docket No. ____
	)	

**ORDER (I) APPROVING DISCLOSURE STATEMENT, (II) SCHEDULING CONFIRMATION HEARING, (III) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES ON PLAN, (IV) APPROVING CERTAIN FORMS AND NOTICES, AND (V) GRANTING RELATED RELIEF**

<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned Debtors, filed on August 7, 2024 at Docket No. [\_\_\_], for entry of an order approving: (a) the adequacy of information in the Disclosure Statement, (b) the Solicitation and Voting Procedures, (c) the form of Ballot and notices in connection therewith, and (d) certain deadlines with respect to voting and confirmation process, all as more fully set forth in the Motion; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby:

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Motion is granted as set forth herein.
2. The Disclosure Statement contains “adequate information” within the meaning of Bankruptcy Code section 1125, and is hereby APPROVED in all respects pursuant to Bankruptcy Code section 1125 and Bankruptcy Rule 3017(b).

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<sup>2</sup> Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the Motion.

3. Confirmation Hearing Date. The hearing to consider confirmation of the Plan (the “Confirmation Hearing”)<sup>3</sup> shall commence on **October 30, 2024 at 9:30 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel can be heard by the Court. The Confirmation Hearing may be continued from time to time by way of announcement of such continuance in open court or otherwise, without further notice to parties-in-interest.

4. Deadline and Procedures for Filing Objections to Confirmation. The deadline for filing and serving objections to confirmation of the Plan (the “Confirmation Objection Deadline”) shall be **October 21, 2024 at 4:00 p.m. (prevailing Eastern Time)**. In order to be considered, objections, if any, to confirmation of the Plan must (a) be made in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (c) state the name and address of the objecting party and the nature and amount of any claim or interest asserted by such party against the Debtors, their estates, or their property; (d) state with particularity the legal and factual bases and nature of any objection to the Plan; (e) be filed with the Court, and served on the following parties (collectively, the “Notice Parties”), so as to be received on or before the Plan Objection Deadline: (i) LaVie Care Centers, LLC, c/o Ankura Consulting Group, LLC, 485 Lexington Avenue, 10th Floor, New York, NY 10017 (Attn: M. Benjamin Jones); (ii) counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, Georgia 30309 (Attn: Daniel M. Simon) and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn:

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<sup>3</sup> Parties may attend the Confirmation Hearing in **Courtroom 1202 in the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303** or virtually via **Judge Baisier’s Virtual Hearing Room**. The link for the Virtual Hearing Room can be found on Judge Baisier’s webpage at <https://www.ganb.uscourts.gov/content/honorable-paul-m-baisier> and is best used on a desktop or laptop computer but may be used on a phone or tablet. Participants’ devices must have a camera and audio. You may also join the Virtual Hearing Room through the “Dial-In and Virtual Bankruptcy Hearing Information” link at the top of the homepage of the Court’s website, [www.ganb.uscourts.gov](http://www.ganb.uscourts.gov). Please review “Instructions for Appearing by Telephone and Video Conference” located under the “Hearing Information” tab on the judge’s webpage prior to the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position unless you are speaking or until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge’s webpage.

Emily C. Keil, Jake Jumbeck, and Catherine Lee); (iii) counsel to the Committee, Troutman Pepper Hamilton Sanders LLP, 600 Peachtree St. NE, Suite 3000, Atlanta, GA 30308 (Attn: Matthew R. Brooks and Pierce E. Rigney) and 3000 Two Logan Square, Eighteenth and Arch St., Philadelphia, PA 19103 (Attn: Francis J. Lawall) and 875 Third Avenue, New York, NY 10022 (Attn: Deborah Kovsky-Apap); and (iv) the United States Trustee of the Northern District of Georgia, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams).

5. Objections to confirmation of the Plan not timely filed and served in accordance with the provisions of the prior paragraph shall not be considered by the Court and shall be overruled.

6. Deadline for Objections to Claims for Voting Purposes Only. The deadline for filing and serving objections to claims solely for the purposes of voting on the Plan (“Claims Objections”) shall be **September 23, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Claims Objection Deadline”). Such Claims Objection Deadline shall not apply to claim objections which may be asserted for purposes other than voting on the Plan.

7. In order to be considered, Claims Objections must: (a) be made in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (c) state the name and address of the party asserting the Claims Objection; (d) state with particularity the legal and factual bases for the Claims Objection; and (e) be filed with the Court and served on the Notice Parties, so as to be received no later than the Claims Objection Deadline. Claims Objections not timely filed and served in accordance with the foregoing provision shall not be considered by the Court and shall be overruled.

8. Deadline and Procedures for Temporary Allowance of Claims for Voting Purposes.

The deadline for filing and serving motions pursuant to Bankruptcy Rule 3018(a) seeking temporary allowance of claims for the purpose of accepting or rejecting the Plan (“Rule 3018(a) Motions”) shall be **October 7, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Rule 3018(a) Motion Deadline”).

9. In order to be considered, Rule 3018(a) Motions must: (a) be made in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (c) state the name and address of the party asserting the 3018(a) Motion; (d) state with particularity the legal and factual bases for the Rule 3018(a) Motion; and (e) be filed with the Court and served on the Notice Parties, so as to be received no later than the Rule 3018(a) Motion Deadline. Rule 3018(a) Motions not timely filed and served in accordance with the foregoing provision shall not be considered by the Court and shall be overruled.

10. Any party timely filing and serving a Rule 3018(a) Motion be provided a Ballot and be permitted to cast a provisional vote to accept or reject the Plan, *provided* that in order for such party’s provisional vote to be counted, its 3018(a) Motion must be resolved by (a) an order entered by the Court allowing its claim at least three days prior to the Confirmation Hearing, (b) a stipulation or other agreement executed between such party and the Debtors temporarily allowing such claim for voting purposes in an agreed amount; or (c) the pending dispute or objection to such claim held by such party being voluntarily withdrawn by each objecting party.

11. Treatment of Certain Unliquidated, Contingent, or Disputed Claims for Notices, Voting, and Distribution Purposes. Pursuant to Bankruptcy Code section 105(a), Bankruptcy Rules 2002(a)(7) and 3003(c)(2), and any order (the “Bar Date Order”) establishing deadlines (the “Bar Dates”) for filing proofs of claim against the Debtors, creditors whose claims (a) are

scheduled in the Debtors' schedules of assets and liabilities (as the same may be amended, the "Schedules") as disputed, contingent, or unliquidated and which are not the subject of a timely-filed proof of claim, or a proof of claim deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Court, or otherwise deemed timely filed under applicable law; or (b) are not scheduled and are not the subject of a timely-filed proof of claim, or a proof of claim deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Court, or otherwise deemed timely filed under applicable law (collectively, the "Non-Voting Claims") shall be denied treatment as creditors with respect to such claims for purposes of (a) voting on the Plan, (b) receiving distributions under the Plan, and (c) receiving notices regarding the Plan.

12. Voting Procedures. For purposes of voting, the amount of a claim used to calculate acceptance or rejection of the Plan under Bankruptcy Code section 1126 shall be determined in accordance with the following hierarchy:

- a. in the amount prescribed by this Order;
- b. in the amount allowed pursuant to a Resolution Event (as defined below);
- c. in the amount contained in a proof of claim that has been timely filed (or deemed timely filed by the Court under applicable law), except for any amounts asserted on account of any interest accrued after the Petition Date;
- d. in the amount listed on the Schedules, so long as the claim (i) is not scheduled as contingent, disputed, or unliquidated and/or has not been paid (in which case, such contingent, disputed, or unliquidated scheduled claim shall be disallowed for voting purposes) and (ii) has not been superseded by a timely proof of claim; and
- e. if none of the foregoing applies to a claim, the claim will be disallowed for voting purposes.

13. If a claim is subject to a pending objection on the Voting Deadline (as defined below), including objections in the Plan, the holder of the claim will not be entitled to vote to



accept or reject the Plan on account of the claim unless one or more of the following events (each a “Resolution Event”) occurs at least three business days prior to the Voting Deadline: (a) an order of the Court is entered allowing such claim pursuant to Bankruptcy Code section 502(b), after notice and a hearing; (b) an order of the Court is entered temporarily allowing such claim (or the disputed portion thereof) for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing; (c) a stipulation or other agreement is executed between the holder of such claim and the Debtors temporarily allowing such claim for voting purposes in an agreed amount; or (d) the pending dispute or objection to such claim is voluntarily withdrawn by each objecting party. No later than two business days following the occurrence of a Resolution Event, the Debtors will cause the Voting Agent to distribute via email or first class mail a Solicitation Package and a pre-addressed, postage pre-paid envelope to the holder of the disputed claim that has been resolved.

14. With respect to claims in Class 4 (Omega Term Loan Claims), the Debtors shall be entitled to rely on the amounts of loan claims set forth in the register of lenders as maintained by the Omega Term Loan agent, which shall be provided by the Omega Term Loan agent to the Voting Agent no later than one business day following the Voting Record Date.

15. For purposes of voting, the following conditions shall apply to determine the amount and/or classification of a claim:

- a. if a claim is partially liquidated and partially unliquidated, such claim will be allowed for voting purposes only in the liquidated amount;
- b. if a scheduled or filed claim has been paid, such claim will be disallowed for voting purposes;
- c. the holder of a timely-filed proof of claim that is filed in a wholly unliquidated, contingent, disputed, and/or unknown amount (as determined on the face of the claim or after reasonable review by the Debtors or the Voting Agent), and is not the subject of an objection as of the Claims Objection Deadline, is entitled to vote in the amount of \$1.00;

- d. if a proof of claim has been amended by a later-filed proof of claim that is filed on or prior to the Voting Record Date (as defined below), the later-filed amending claim will be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed claim will be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended claim; and
- e. proofs of claim for \$0.00 are not entitled to vote.

16. Record Date. The record date for purposes of determining (a) creditors and equity holders entitled to receive Solicitation Packages and related materials, if any, and (b) creditors entitled to vote to accept or reject the Plan and the creditors' corresponding claims, shall be **September 11, 2024** (the "Voting Record Date").

19. Solicitation Packages. On or before the date that is five business days after the entry of this Order (the "Solicitation Deadline"), the Debtors propose to mail or cause to be mailed by first-class mail to holders of claims in Class 4, Class 5, Class 6, and Class 7, who are entitled to vote, a solicitation package (each, a "Solicitation Package") containing or directing the recipient to the following:

- a. the Confirmation Hearing Notice;
- b. the Combined Disclosure Statement and Plan (including exhibits);
- c. a copy of the Solicitation Procedures Order (without exhibits);
- d. an appropriate Ballot, substantially in the forms of the proposed ballots collectively attached hereto as **Exhibits 1-A** through **Exhibit 1-D**, which forms of Ballots are hereby approved;
- e. a pre-addressed return envelope; and
- f. such other materials as the Court may direct to include in the Solicitation Package.

20. The Debtors, at their discretion, may provide the Combined Disclosure Statement and Plan and this Order (without exhibits) to holders of claims entitled to vote on the Plan in electronic medium (*e.g.*, flash drive, QR code, or hyperlink to the relevant document as provided

by the Complex Case Procedures). The Ballots and the Confirmation Hearing Notice shall be distributed on paper. The Debtors will provide, at their expense, paper copies of any electronically distributed documents upon request to the Voting Agent.

21. Creditors holding (a) unclassified claims or unimpaired claims and (b) claims in a class that is designated as impaired and entitled to vote under the Plan shall receive only the Solicitation Package appropriate for the applicable impaired class; and creditors who have filed duplicate claims in any given class (y) shall receive only one Solicitation Package and one Ballot for voting their claims with respect to that class; and (z) shall be entitled to vote their claim only once with respect to that class.

22. Non-Voting Packages. On or before the Solicitation Deadline, the Debtors shall also mail or cause to be mailed by first-class mail to holders of claims in Class 1, Class 2, and Class 3 under the Plan, who are unimpaired and deemed to have accepted the Plan, a copy of the Notice of Non-Voting Status for Unimpaired Classes, substantially in the form attached hereto as **Exhibit 2-A**. The Debtors shall mail or cause to be mailed by first-class mail to holders of claims and interests, as applicable, in Class 10 and Class 11, who are impaired and deemed to have rejected the Plan, a copy of the Notice of Non-Voting Status for Impaired Classes, substantially in the form attached hereto as **Exhibit 2-B**. The Debtors shall mail or cause to be mailed by first-class mail to holders of claims and interests, as applicable, in Class 8 and Class 9, who are impaired and deemed to reject the Plan or unimpaired and deemed to accept the Plan, a copy of the Notice of Non-Voting Status for Unimpaired/Impaired Classes, substantially in the form attached hereto as **Exhibit 2-C**. The Non-Voting Status Notices, substantially in the forms attached hereto as **Exhibit 2-A**, **Exhibit 2-B**, and **Exhibit 2-C** are hereby approved. Further, the Non-Voting

Packages are hereby deemed to constitute adequate alternative disclosure statements to impaired non-voting classes under 11 U.S.C. § 1125(c) and summary plans under Bankruptcy Rule 3017(d).

23. Notice and Transmittal of Solicitation Packages Including Ballots and Non-Voting Packages. On or before the Solicitation Deadline, the Debtors shall mail or cause to be mailed by first-class mail to all of their known creditors, equity security holders as of the Voting Record Date, and all other entities required to be served under Bankruptcy Rules 2002 and 3017, notice of the Confirmation Hearing substantially in the form attached hereto as **Exhibit 3** (the “Confirmation Hearing Notice”), which form is hereby approved.

24. When No Notice or Transmittal Necessary. Notwithstanding any provision of this Order to the contrary, no notice or service of any kind, shall be required to be made upon any person or entity to whom the Debtors mailed a notice of the meeting of creditors under Bankruptcy Code section 341 or notice of the bar date for filing proofs of claim and received either of such notices returned by the United States Postal Service marked “undeliverable as addressed,” “moved—left no forwarding address,” “forwarding order expired,” or similar marking or reason, unless the Debtors have been informed in writing by such person or entity of that person’s or entity’s new address. The Debtors shall not be required to re-mail undelivered Solicitation Packages or other undeliverable solicitation-related notices that were returned marked “undeliverable as addressed,” “moved—left no forwarding address,” “forwarding order expired,” or similar marking or reason, unless the Debtors have been informed in writing by such person or entity of that person’s or entity’s new address.

25. Voting Deadline. To be counted, Ballots for accepting or rejecting the Plan must be received by the Voting Agent by **4:00 p.m. (prevailing Eastern Time) on October 21, 2024** (the “Voting Deadline”). The Debtors are hereby authorized to extend, in their sole discretion, by

oral or written notice to the Voting Agent, the period of time during which Ballots shall be accepted for any reason from any creditor or class of creditors.

26. Procedures for Vote Tabulation; Votes Counted. Any Ballot that is properly executed and timely received, and that is cast as either an acceptance or rejection of the Plan, shall be counted and shall be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan. The failure of a holder of a claim in Class 4, Class 5, Class 6, or Class 7 to timely deliver an executed Ballot shall be deemed to constitute an abstention by such holder with respect to voting on the Plan, and such abstention shall not be counted as a vote for or against the Plan.

27. For purposes of voting, classification, and treatment under the Plan, at the election of the Debtors, (a) each holder of a claim that holds or has filed more than one claim against a Debtor in an impaired class shall be treated as if such holder has only one claim against that Debtor in each applicable class; (b) the claims filed by such holder against that Debtor shall be aggregated by Debtor in each applicable class; and (c) the total dollar amount of such holder's claims in each applicable class against each Debtor shall be the sum of the aggregated claims of such holder against each Debtor in each applicable class.

28. For purposes of the Voting Record Date, no transfer of claims pursuant to Bankruptcy Rule 3001 shall be recognized unless either (a)(i) documentation evidencing such transfer was filed with the Court on or before 21 days prior to the Voting Record Date and (ii) no timely objection with respect to such transfer was filed by the transferor; or (b) the parties to such transfer waived the 21-day period in the evidence of transfer and the evidence of transfer was docketed prior to the Voting Record Date.

29. Procedures for Vote Tabulation; Votes Not Counted. Unless otherwise ordered by the Court, the following Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- a. any Ballot received after the Voting Deadline (inclusive of any extensions by the Debtors as provided herein);
- b. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
- c. any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
- d. any Ballot cast for a claim which is listed in the Debtors' Schedules as contingent, unliquidated, or disputed or as zero or unknown in amount and (i) which is not the subject of a timely-filed proof of claim and (ii) for which no Rule 3018(a) Motion has been filed by the Rule 3018(a) Motion Deadline;
- e. any Ballot cast for a claim that was filed in a zero dollar amount;
- f. any Ballot that indicates neither an acceptance nor a rejection, or indicates both an acceptance and rejection, of the Plan;
- g. any Ballot that casts part of its vote in the same class to accept the Plan and part to reject the Plan;
- h. any form of Ballot other than the official form sent by the Voting Agent, or a copy thereof;
- i. any Ballot received that the Voting Agent cannot match to an existing database record;
- j. any Ballot that does not contain an original signature; *provided, however,* that for the avoidance of doubt, a Ballot submitted via the Voting Agent's electronic Ballot portal shall be deemed to contain an original signature; or
- k. any Ballot that is submitted by facsimile, email, or by other electronic means other than through the Voting Agent's electronic Ballot portal.

30. Neither the Debtors, the Voting Agent, nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to delivered Ballots.

Rather, the Voting Agent may either disregard, with no further notice, defective Ballots, or it may attempt to have defective Ballots cured.

31. The Debtors may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline, and any such waivers shall be documented in the vote tabulation certification prepared by the Voting Agent.

32. Withdrawal of Vote. Any party who has delivered a valid Ballot for the acceptance or rejection of the Plan may withdraw, subject to the Debtors' right to contest the validity of such withdrawal, such acceptance or rejection by delivering a written notice of withdrawal to the Voting Agent at any time prior to the Voting Deadline. A notice of withdrawal, to be valid, shall (a) contain the description of the claim(s) to which it relates and the aggregate amount represented by such claim(s); (b) be signed by the withdrawing party in the same manner as the Ballot being withdrawn; (c) contain a certification that the withdrawing party owns the claim(s) and possesses the right to withdraw the Ballot sought to be withdrawn; and (d) be timely received by the Voting Agent prior to the Voting Deadline.

33. Changing Votes. Notwithstanding Bankruptcy Rule 3018(a), whenever two or more Ballots are cast voting the same claim(s) prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and thus supersede any prior Ballots, without prejudice to the Debtors' right to object to the validity of the later Ballot on any basis permitted by law, including under Bankruptcy Rule 3018(a), and, if the objection is sustained, to count the first dated Ballot for all purposes.

34. No Division of Claims or Votes. A creditor who votes must vote the full amount of each claim voted either to accept or reject the Plan; and each creditor who votes and holds multiple claims within a particular class must vote all such claims to either accept or reject the

Plan. The Ballots of creditors failing to vote in the manner specified in this paragraph shall not be counted for any purpose.

35. Classes Deemed to Reject. The holders of claims or interests, as applicable, in Class 10 and Class 11 shall be deemed to have rejected the Plan, and the Debtors are not required to solicit votes on the Plan from such holders.

36. Classes Deemed to Accept. The holders of claims in Class 1, Class 2, and Class 3 shall be deemed to have rejected the Plan, and the Debtors are not required to solicit votes on the Plan from such holders.

37. Classes Deemed to Accept or Reject. The holders of claims or interests, as applicable, in Class 8 and Class 9 are either deemed to accept or reject the Plan, and the Debtors are not required to solicit votes on the Plan from such holders.

38. Certification of Vote. The Voting Agent shall file its report of balloting (the “Report of Balloting”) on or before **October 25, 2024** and shall post the Report of Balloting on the Debtors’ case website (<https://www.veritaglobal.net/lavie>).

39. Filing of Plan Supplement(s). The Debtors shall file any supplements to the Plan (each, a “Plan Supplement”) on or before **October 11, 2024**, and shall post any such Plan Supplement(s) on the Debtors’ case website (<https://www.veritaglobal.net/lavie>).

40. Service and Notice Adequate and Sufficient. Service of all notices and documents described herein in the time and manner set forth herein shall constitute due, adequate, and sufficient notice, and no other or further notice shall be necessary.

41. The Debtors are authorized to make non-substantive changes to the Disclosure Statement, the Plan, Ballots, and related documents without further order of the Court, including without limitation, changes to correct typographical and grammatical errors and to make



conforming changes among the Disclosure Statement, the Plan, the Ballots, the Notices of Non-Voting Status, the Confirmation Hearing Notice, and any other related materials prior to their mailing to parties-in-interest.

42. The Court shall retain jurisdiction to implement, interpret, and effectuate the provisions of this Order.

43. Counsel for the Debtors, through Kurtzman Carson Consultants LLC d/b/a Verita (“Verita”) shall, within three days of the entry of this Order, cause a copy of this Order to be served by electronic mail or first-class mail, as applicable, on all parties served with the Motion, and Verita shall file promptly thereafter a certificate of service confirming such service.

END OF ORDER

Prepared and presented by:

/s/ Daniel M. Simon

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**EXHIBIT 1-A**

**Form of Ballot for Claims in Voting Class 4 (Omega Term Loan Claims)**

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO  
ACCEPT OR REJECT THE CHAPTER 11 PLAN OF  
LAVIE CARE CENTERS, LLC AND ITS DEBTOR AFFILIATES**

**BALLOT FOR HOLDERS OF CLASS 4 (OMEGA TERM LOAN CLAIMS)**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**CLASSIFICATION AND TREATMENT OF CREDITOR CLAIMS AGAINST THE DEBTORS AND ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THE COMBINED DISCLOSURE STATEMENT AND PLAN (AS DEFINED HEREIN ARE SUBJECT TO MATERIAL CHANGE BASED UPON, AMONG OTHER THINGS, THE OUTCOME OF THE ONGOING MARKETING AND SALE PROCESS FOR THE DEBTORS’ ASSETS.**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE CLAIMS AND NOTICING AGENT BY OCTOBER 21, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME (THE “VOTING DEADLINE”) IN ACCORDANCE WITH THE FOLLOWING:**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), are soliciting votes with respect to the plan portion of the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”) as set forth in the disclosure statement portion of the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as may be amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”; together with the Plan, the “Combined Disclosure Statement and Plan”). The Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information for solicitation purposes pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”), by entry of an order on [•], 2024 [Docket No. [•]] (the “Solicitation Procedures Order”). Bankruptcy Court approval of the Disclosure

<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this ballot (this “Ballot”) because you are a Holder of a Class 4 Claim (a “Voting Class”) as of **September 11, 2024** (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE A CLAIM.**

Your rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as Combined Disclosure Statement and Plan, Solicitation Procedures Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them by (a) writing via first class mail to LaVie Care Centers Ballot Processing, c/o KCC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from Kurtzman Carson Consultants LLC by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe you have received the wrong ballot, please contact the Claims and Noticing Agent *immediately* at the address, telephone number, or email address set forth above.

You should review the Combined Disclosure Statement and Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 4 under the Plan.

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

**Electronically, Via Ballot Portal.** Submit your Ballot via upload through the Claims and Noticing Agent’s online portal, by visiting <https://www.veritaglobal.net/lavie> (the “Ballot Portal”) and following the instructions to submit your Ballot.

You may also scan the QR code (hosted at <https://www.veritaglobal.net/lavie>) below to access the E-Ballot Portal:



**In order to submit a Ballot through the E-Ballot Portal, you must use the Unique E-Ballot ID# assigned to your claim. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive.**

**UNIQUE E-BALLOT IDENTIFICATION \_\_\_\_\_**

LaVie Care Centers, LLC, et al.  
Ballot for Class 4 (Omega Term Loan Claims)

UNIQUE E-BALLOT PIN \_\_\_\_\_

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

The Claims and Noticing Agent’s Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

OR

Via Paper Ballot (if applicable). Complete, sign, and date this Ballot and return it (with an original signature) promptly via first-class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

By regular mail, overnight mail, or hand delivery at:

LaVie Care Centers Ballot Processing  
c/o KCC d/b/a Verita  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 709-4750

If you would like to coordinate hand delivery of your Ballot, please send an email to [LVCCinfo@VeritaGlobal.com](mailto:LVCCinfo@VeritaGlobal.com) and provide the anticipated date and time of your delivery.

**Item 1.** Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 4 Claim in the following *aggregate* unpaid amount:

\$ \_\_\_\_\_

**Item 2.** Vote on Plan.

The Holder of the Class 4 Claim against the Debtors, the aggregate amount of which is set forth in Item 1, votes to (please check one):

**ACCEPT** (vote FOR) the Plan       **REJECT** (vote AGAINST) the Plan

**Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.**

**Item 3.** Important information regarding releases under the Plan.<sup>2</sup>

Article XI.D.1 of the Plan provides for a release by the Debtors (the “**Debtor Release**”):

Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any Plan Administrator that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related

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<sup>2</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction or the Sale Transaction, as applicable, and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

Article XI.D.2 of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.



**Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court’s finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties’ contributions to facilitating the Plan Transaction or the Sale Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.**

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.30 OF THE PLAN, “**AVOIDANCE ACTIONS**” MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(b) AND 724(a) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.62 OF THE PLAN, “**DEBTOR RELEASE**” MEANS THE RELEASE SET FORTH IN ARTICLE XI.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.198 OF THE PLAN, “**RELEASED PARTIES**” MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) THE CRO; (D) JAMES D. DECKER, SOLELY IN HIS CAPACITY AS INDEPENDENT MANAGER WITH RESPECT TO EACH DEBTOR; (E) THE OMEGA SECURED PARTIES; (F) THE ABL SECURED PARTIES; (G) OHI DIP LENDER, LLC; (H) TIX 33433 LLC<sup>3</sup>; AND (I) WITH RESPECT TO EACH ENTITY IN CLAUSES (E) THROUGH (G) EACH SUCH ENTITY’S CURRENT AND FORMER SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH (UNLESS ANY SUCH ENTITY OR RELATED PARTY HAS OPTED OUT OF BEING A RELEASING PARTY, IN WHICH CASE SUCH ENTITY OR RELATED PARTY, AS APPLICABLE, SHALL NOT BE A RELEASED PARTY).

AS SET FORTH IN SECTION 1.199 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT

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<sup>3</sup> For the avoidance of doubt, any reference to TIX 33433 LLC shall, unless expressly stated otherwise, mean TIX 33433 LLC solely in its capacity as a DIP Lender.

BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN.

**IMPORTANT INFORMATION REGARDING THE RELEASES:**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE.

YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN.

**The Holder of the Claim identified in Item 4 elects to:**

**OPT OUT of the Third-Party Release**

Article XI.E of the Plan provides for an exculpation of certain parties (the “**Exculpation**”):

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair: (1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional’s final fee application or accrued

**Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.**

**The foregoing exculpation 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. Notwithstanding the foregoing, nothing in this Article XI.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.**

Article XI.F of the Plan establishes an injunction (the “**Injunction**”):

**Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.**

**Item 4.           Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder (or authorized signatory for a Holder) of the Claims in the Voting Class(es) as set forth in Item 1;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Entity has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;

LaVie Care Centers, LLC, et al.  
Ballot for Class 4 (Omega Term Loan Claims)

- (e) no other Ballots with respect to the amount of the Claim identified in Item 1 has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier Ballots are hereby revoked;
- (f) the Entity understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter’s intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent; and
- (g) the Entity understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Name of Holder: \_\_\_\_\_

(Print or Type)	
Signature:	_____
Name of Signatory:	_____ (If other than the Holder)
Title:	_____
Address:	_____ _____ _____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE OCTOBER 21, 2024, AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Class 4 Claims with respect to the Plan referred to in the Disclosure Statement. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds

in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.

3. To ensure that your Ballot is counted, you **must** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.
5. Your Ballot **must** be returned to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is October 21, 2024, at 4:00 p.m., prevailing Eastern Time.**
6. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will not be counted:**
  - (a) any Ballot that partially rejects and partially accepts the Plan;
  - (b) Ballots sent to the Debtors, the Debtors' agents (other than Claims and Noticing Agent), the Debtors' financial or legal advisors, or any other person (other than the Claims and Noticing Agent);
  - (c) Ballots sent by electronic mail or facsimile;
  - (d) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
  - (e) any Ballot cast by an Entity that does not hold a Claim in Classes 4, 5, 6, or 7;
  - (f) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
  - (g) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the Ballot Portal will be deemed signed);
  - (h) any non-original Ballot (for the avoidance of doubt, Ballots validly submitted through the Ballot Portal will be deemed original); and/or
  - (i) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
7. The method of delivery of Ballots to the Claims and Noticing Agent is at the election and risk of each Holder of Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent **actually receives** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
8. If multiple Ballots are received from the same Holder Claim with respect to the same Class prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
9. You must vote all of your Claims within your respective class either to accept or reject the Plan and may **not** split your vote.

LaVie Care Centers, LLC, *et al.*  
Ballot for Class 4 (Omega Term Loan Claims)

10. This Ballot does *not* constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
11. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT:**

**U.S. and Canada Toll Free: (877) 709-4750  
International: (424) 236-7230**

**OR BY CLICKING THE “SUBMIT AN INQUIRY” OPTION AT  
[HTTPS://WWW.VERITAGLOBAL.NET/LAVIE/INQUIRY](https://www.veritaglobal.net/lavie/inquiry)**

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS OCTOBER 21, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.**

*Scan the QR code below to view the Solicitation Procedures approved by the Court and the Combined Disclosure Statement and Plan (hosted at <https://www.veritaglobal.net/lavie>)*



**EXHIBIT 1-B**

**Form of Ballot for Claims in Voting Class 5 (Omega Master Lease Claims)**

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO  
ACCEPT OR REJECT THE CHAPTER 11 PLAN OF  
LAVIE CARE CENTERS, LLC AND ITS DEBTOR AFFILIATES**

**BALLOT FOR HOLDERS OF CLASS 5 (OMEGA MASTER LEASE CLAIMS)**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**CLASSIFICATION AND TREATMENT OF CREDITOR CLAIMS AGAINST THE DEBTORS AND ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THE COMBINED DISCLOSURE STATEMENT AND PLAN (AS DEFINED HEREIN ARE SUBJECT TO MATERIAL CHANGE BASED UPON, AMONG OTHER THINGS, THE OUTCOME OF THE ONGOING MARKETING AND SALE PROCESS FOR THE DEBTORS' ASSETS.**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE CLAIMS AND NOTICING AGENT BY OCTOBER 21, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:**

The above-captioned debtors and debtors-in-possession (collectively, the "Debtors"), are soliciting votes with respect to the plan portion of the *Debtors' Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as may be amended, supplemented, or otherwise modified from time to time, the "Plan") as set forth in the disclosure statement portion of the *Debtors' Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as may be amended, supplemented, or otherwise modified from time to time, the "Disclosure Statement"; together with the Plan, the "Combined Disclosure Statement and Plan"). The Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court") has approved the Disclosure Statement as containing adequate information for solicitation purposes pursuant to section 1125 of title 11 of the United States Code (the "Bankruptcy Code"), by entry of an order on [•], 2024 [Docket No. [•]] (the "Solicitation Procedures Order"). Bankruptcy Court approval of the Disclosure

<sup>1</sup> The last four digits of LaVie Care Centers, LLC's federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://www.veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC's corporate headquarters and the Debtors' service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.



Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this ballot (this “Ballot”) because you are a Holder of a Class 5 Claim (a “Voting Class”) as of **September 11, 2024** (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE A CLAIM.**

Your rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as Combined Disclosure Statement and Plan, Solicitation Procedures Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them by (a) writing via first class mail to LaVie Care Centers Ballot Processing, c/o KCC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from Kurtzman Carson Consultants LLC by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe you have received the wrong ballot, please contact the Claims and Noticing Agent *immediately* at the address, telephone number, or email address set forth above.

You should review the Combined Disclosure Statement and Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 5 under the Plan.

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

**Electronically, Via Ballot Portal.** Submit your Ballot via upload through the Claims and Noticing Agent’s online portal, by visiting <https://www.veritaglobal.net/lavie> (the “Ballot Portal”) and following the instructions to submit your Ballot.

You may also scan the QR code (hosted at <https://www.veritaglobal.net/lavie>) below to access the E-Ballot Portal:



**In order to submit a Ballot through the E-Ballot Portal, you must use the Unique E-Ballot ID# assigned to your claim. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive.**

**UNIQUE E-BALLOT IDENTIFICATION \_\_\_\_\_**

UNIQUE E-BALLOT PIN \_\_\_\_\_

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

The Claims and Noticing Agent’s Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

OR

**Via Paper Ballot (if applicable).** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first-class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

By regular mail, overnight mail, or hand delivery at:

LaVie Care Centers Ballot Processing  
c/o KCC d/b/a Verita  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 709-4750

If you would like to coordinate hand delivery of your Ballot, please send an email to [LVCCinfo@VeritaGlobal.com](mailto:LVCCinfo@VeritaGlobal.com) and provide the anticipated date and time of your delivery.

**Item 1.** Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 5 Claim in the following *aggregate* unpaid amount:

\$ \_\_\_\_\_

**Item 2.** Vote on Plan.

The Holder of the Class 5 Claim against the Debtors, the aggregate amount of which is set forth in Item 1, votes to (please check one):

**ACCEPT** (vote FOR) the Plan       **REJECT** (vote AGAINST) the Plan

**Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.**

**Item 3.** Important information regarding releases under the Plan.<sup>2</sup>

Article XI.D.1 of the Plan provides for a release by the Debtors (the “**Debtor Release**”):

Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any Plan Administrator that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related

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<sup>2</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction or the Sale Transaction, as applicable, and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

Article XI.D.2 of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction or the Sale Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.**

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.30 OF THE PLAN, "**AVOIDANCE ACTIONS**" MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(b) AND 724(a) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.62 OF THE PLAN, "**DEBTOR RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE XI.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.198 OF THE PLAN, "**RELEASED PARTIES**" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) THE CRO; (D) JAMES D. DECKER, SOLELY IN HIS CAPACITY AS INDEPENDENT MANAGER WITH RESPECT TO EACH DEBTOR; (E) THE OMEGA SECURED PARTIES; (F) THE ABL SECURED PARTIES; (G) OHI DIP LENDER, LLC; (H) TIX 33433 LLC<sup>3</sup>; AND (I) WITH RESPECT TO EACH ENTITY IN CLAUSES (E) THROUGH (G) EACH SUCH ENTITY'S CURRENT AND FORMER SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH (UNLESS ANY SUCH ENTITY OR RELATED PARTY HAS OPTED OUT OF BEING A RELEASING PARTY, IN WHICH CASE SUCH ENTITY OR RELATED PARTY, AS APPLICABLE, SHALL NOT BE A RELEASED PARTY).

AS SET FORTH IN SECTION 1.199 OF THE PLAN, "**RELEASING PARTIES**" MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT

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<sup>3</sup> For the avoidance of doubt, any reference to TIX 33433 LLC shall, unless expressly stated otherwise, mean TIX 33433 LLC solely in its capacity as a DIP Lender.

BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN.

**IMPORTANT INFORMATION REGARDING THE RELEASES:**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE.

YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN.

**The Holder of the Claim identified in Item 4 elects to:**

**OPT OUT of the Third-Party Release**

Article XI.E of the Plan provides for an exculpation of certain parties (the “**Exculpation**”):

**Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair: (1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional’s final fee application or accrued**

**Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.**

The foregoing exculpation 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. Notwithstanding the foregoing, nothing in this Article XI.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

Article XI.F of the Plan establishes an injunction (the “**Injunction**”):

Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

**Item 4. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder (or authorized signatory for a Holder) of the Claims in the Voting Class(es) as set forth in Item 1;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Entity has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;

LaVie Care Centers, LLC, et al.  
Ballot for Class 5 (Omega Master Lease Claims)

- (e) no other Ballots with respect to the amount of the Claim identified in Item 1 has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier Ballots are hereby revoked;
- (f) the Entity understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter’s intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent; and
- (g) the Entity understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Name of Holder: \_\_\_\_\_

(Print or Type)	
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE OCTOBER 21, 2024, AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Class 5 Claims with respect to the Plan referred to in the Disclosure Statement. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**



2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Ballot is counted, you **must** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.
5. Your Ballot **must** be returned to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is October 14, 2024, at 4:00 p.m., prevailing Eastern Time.**
6. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will not be counted:**
  - (a) any Ballot that partially rejects and partially accepts the Plan;
  - (b) Ballots sent to the Debtors, the Debtors' agents (other than Claims and Noticing Agent), the Debtors' financial or legal advisors, or any other person (other than the Claims and Noticing Agent);
  - (c) Ballots sent by electronic mail or facsimile;
  - (d) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
  - (e) any Ballot cast by an Entity that does not hold a Claim in Classes 4, 5, 6, or 7;
  - (f) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
  - (g) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the Ballot Portal will be deemed signed);
  - (h) any non-original Ballot (for the avoidance of doubt, Ballots validly submitted through the Ballot Portal will be deemed original); and/or
  - (i) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
7. The method of delivery of Ballots to the Claims and Noticing Agent is at the election and risk of each Holder of Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent **actually receives** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.

8. If multiple Ballots are received from the same Holder Claim with respect to the same Class prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
9. You must vote all of your Claims within your respective class either to accept or reject the Plan and may *not* split your vote.
10. This Ballot does *not* constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
11. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT:**

**U.S. and Canada Toll Free: (877) 709-4750  
International: (424) 236-7230**

**OR BY CLICKING THE “SUBMIT AN INQUIRY” OPTION AT  
[HTTPS://WWW.VERITAGLOBAL.NET/LAVIE/INQUIRY](https://www.veritaglobal.net/lavie/inquiry)**

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS OCTOBER 21, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.**

*Scan the QR code below to view the Solicitation Procedures approved by the Court and the Combined Disclosure Statement and Plan (hosted at <https://www.veritaglobal.net/lavie>)*



**EXHIBIT 1-C**

**Form of Ballot for Claims in Voting Class 6 (Welltower Master Lease Claims)**

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO  
ACCEPT OR REJECT THE CHAPTER 11 PLAN OF  
LAVIE CARE CENTERS, LLC AND ITS DEBTOR AFFILIATES**

**BALLOT FOR HOLDERS OF CLASS 6 (WELLTOWER MASTER LEASE CLAIMS)**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**CLASSIFICATION AND TREATMENT OF CREDITOR CLAIMS AGAINST THE DEBTORS AND ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THE COMBINED DISCLOSURE STATEMENT AND PLAN (AS DEFINED HEREIN ARE SUBJECT TO MATERIAL CHANGE BASED UPON, AMONG OTHER THINGS, THE OUTCOME OF THE ONGOING MARKETING AND SALE PROCESS FOR THE DEBTORS’ ASSETS.**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE CLAIMS AND NOTICING AGENT BY OCTOBER 21, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME (THE “VOTING DEADLINE”) IN ACCORDANCE WITH THE FOLLOWING:**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), are soliciting votes with respect to the plan portion of the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”) as set forth in the disclosure statement portion of the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as may be amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”; together with the Plan, the “Combined Disclosure Statement and Plan”). The Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information for solicitation purposes pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”), by entry of an order on [•], 2024 [Docket No. [•]] (the “Solicitation Procedures Order”). Bankruptcy Court approval of the Disclosure

<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this ballot (this “Ballot”) because you are a Holder of a Class 6 Claim (a “Voting Class”) as of **September 11, 2024** (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE A CLAIM.**

Your rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as Combined Disclosure Statement and Plan, Solicitation Procedures Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them by (a) writing via first class mail to LaVie Care Centers Ballot Processing, c/o KCC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from Kurtzman Carson Consultants LLC by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe you have received the wrong ballot, please contact the Claims and Noticing Agent *immediately* at the address, telephone number, or email address set forth above.

You should review the Combined Disclosure Statement and Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 6 under the Plan.

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

**Electronically, Via Ballot Portal.** Submit your Ballot via upload through the Claims and Noticing Agent’s online portal, by visiting <https://www.veritaglobal.net/lavie> (the “Ballot Portal”) and following the instructions to submit your Ballot.

You may also scan the QR code (hosted at <https://www.veritaglobal.net/lavie>) below to access the E-Ballot Portal:



**In order to submit a Ballot through the E-Ballot Portal, you must use the Unique E-Ballot ID# assigned to your claim. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive.**

**UNIQUE E-BALLOT IDENTIFICATION \_\_\_\_\_**

UNIQUE E-BALLOT PIN \_\_\_\_\_

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

The Claims and Noticing Agent’s Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

OR

Via Paper Ballot (if applicable). Complete, sign, and date this Ballot and return it (with an original signature) promptly via first-class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

By regular mail, overnight mail, or hand delivery at:

LaVie Care Centers Ballot Processing  
c/o KCC d/b/a Verita  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 709-4750

If you would like to coordinate hand delivery of your Ballot, please send an email to [LVCCinfo@VeritaGlobal.com](mailto:LVCCinfo@VeritaGlobal.com) and provide the anticipated date and time of your delivery.

**Item 1.** Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 6 Claim in the following *aggregate* unpaid amount:

\$ \_\_\_\_\_

**Item 2.** Vote on Plan.

The Holder of the Class 6 Claim against the Debtors, the aggregate amount of which is set forth in Item 1, votes to (please check one):

<input type="checkbox"/> <b><u>ACCEPT</u></b> (vote FOR) the Plan	<input type="checkbox"/> <b><u>REJECT</u></b> (vote AGAINST) the Plan
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**Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.**

**Item 3.** Important information regarding releases under the Plan.<sup>2</sup>

Article XI.D of the Plan provides for a release by the Debtors (the “**Debtor Release**”):

Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any Plan Administrator that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related

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<sup>2</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction or the Sale Transaction, as applicable, and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

Article XI.D of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.



**Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court’s finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties’ contributions to facilitating the Plan Transaction or the Sale Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.**

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.30 OF THE PLAN, “**AVOIDANCE ACTIONS**” MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(b) AND 724(a) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.62 OF THE PLAN, “**DEBTOR RELEASE**” MEANS THE RELEASE SET FORTH IN ARTICLE XI.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.198 OF THE PLAN, “**RELEASED PARTIES**” MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) THE CRO; (D) JAMES D. DECKER, SOLELY IN HIS CAPACITY AS INDEPENDENT MANAGER WITH RESPECT TO EACH DEBTOR; (E) THE OMEGA SECURED PARTIES; (F) THE ABL SECURED PARTIES; (G) OHI DIP LENDER, LLC; (H) TIX 33433 LLC<sup>3</sup>; AND (I) WITH RESPECT TO EACH ENTITY IN CLAUSES (E) THROUGH (G) EACH SUCH ENTITY’S CURRENT AND FORMER SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH (UNLESS ANY SUCH ENTITY OR RELATED PARTY HAS OPTED OUT OF BEING A RELEASING PARTY, IN WHICH CASE SUCH ENTITY OR RELATED PARTY, AS APPLICABLE, SHALL NOT BE A RELEASED PARTY).

AS SET FORTH IN SECTION 1.199 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT

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<sup>3</sup> For the avoidance of doubt, any reference to TIX 33433 LLC shall, unless expressly stated otherwise, mean TIX 33433 LLC solely in its capacity as a DIP Lender.

BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN.

**IMPORTANT INFORMATION REGARDING THE RELEASES:**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE.

YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN.

**The Holder of the Claim identified in Item 4 elects to:**

**OPT OUT of the Third-Party Release**

Article XI.E of the Plan provides for an exculpation of certain parties (the “**Exculpation**”):

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair: (1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional’s final fee application or accrued

**Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.**

**The foregoing exculpation 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. Notwithstanding the foregoing, nothing in this Article XI.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.**

Article XI.F of the Plan establishes an injunction (the “**Injunction**”):

**Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.**

**Item 4. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder (or authorized signatory for a Holder) of the Claims in the Voting Class(es) as set forth in Item 1;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Entity has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;

- (e) no other Ballots with respect to the amount of the Claim identified in Item 1 has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier Ballots are hereby revoked;
- (f) the Entity understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent; and
- (g) the Entity understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE OCTOBER 21, 2024, AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Class 6 Claims with respect to the Plan referred to in the Disclosure Statement. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Ballot is counted, you *must* complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Ballot **must** be returned to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is October 14, 2024, at 4:00 p.m., prevailing Eastern Time.**
6. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will not be counted:**
  - (a) any Ballot that partially rejects and partially accepts the Plan;
  - (b) Ballots sent to the Debtors, the Debtors' agents (other than Claims and Noticing Agent), the Debtors' financial or legal advisors, or any other person (other than the Claims and Noticing Agent);
  - (c) Ballots sent by electronic mail or facsimile;
  - (d) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
  - (e) any Ballot cast by an Entity that does not hold a Claim in Classes 4, 5, 6, or 7;
  - (f) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
  - (g) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the Ballot Portal will be deemed signed);
  - (h) any non-original Ballot (for the avoidance of doubt, Ballots validly submitted through the Ballot Portal will be deemed original); and/or
  - (i) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
7. The method of delivery of Ballots to the Claims and Noticing Agent is at the election and risk of each Holder of Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent **actually receives** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
8. If multiple Ballots are received from the same Holder Claim with respect to the same Class prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
9. You must vote all of your Claims within your respective class either to accept or reject the Plan and may **not** split your vote.
10. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
11. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court,

must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT:**

**U.S. and Canada Toll Free: (877) 709-4750  
International: (424) 236-7230**

**OR BY CLICKING THE “SUBMIT AN INQUIRY” OPTION AT  
[HTTPS://WWW.VERITAGLOBAL.NET/LAVIE/INQUIRY](https://www.veritaglobal.net/lavie/inquiry)**

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS OCTOBER 21, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.**

*Scan the QR code below to view the Solicitation Procedures approved by the Court and the Combined Disclosure Statement and Plan (hosted at <https://www.veritaglobal.net/lavie>)*



**EXHIBIT 1-D**

**Form of Ballot for Claims in Voting Class 7 (General Unsecured Claims)**



IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO  
ACCEPT OR REJECT THE CHAPTER 11 PLAN OF  
LAVIE CARE CENTERS, LLC AND ITS DEBTOR AFFILIATES**

**BALLOT FOR HOLDERS OF CLASS 7 (GENERAL UNSECURED CLAIMS)**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**CLASSIFICATION AND TREATMENT OF CREDITOR CLAIMS AGAINST THE DEBTORS AND ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THE COMBINED DISCLOSURE STATEMENT AND PLAN (AS DEFINED HEREIN ARE SUBJECT TO MATERIAL CHANGE BASED UPON, AMONG OTHER THINGS, THE OUTCOME OF THE ONGOING MARKETING AND SALE PROCESS FOR THE DEBTORS’ ASSETS.**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE CLAIMS AND NOTICING AGENT BY OCTOBER 21, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME (THE “VOTING DEADLINE”) IN ACCORDANCE WITH THE FOLLOWING:**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), are soliciting votes with respect to the plan portion of the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as may be amended, supplemented, or otherwise modified from time to time, the “Plan”) as set forth in the disclosure statement portion of the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as may be amended, supplemented, or otherwise modified from time to time, the “Disclosure Statement”; together with the Plan, the “Combined Disclosure Statement and Plan”). The Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information for solicitation purposes pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”), by entry of an order on [•], 2024 [Docket No. [•]] (the “Solicitation Procedures Order”). Bankruptcy Court approval of the Disclosure

<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

You are receiving this ballot (this “Ballot”) because you are a Holder of a Class 7 Claim (a “Voting Class”) as of **September 11, 2024** (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE A CLAIM.**

Your rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as Combined Disclosure Statement and Plan, Solicitation Procedures Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them by (a) writing via first class mail to LaVie Care Centers Ballot Processing, c/o KCC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from Kurtzman Carson Consultants LLC by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe you have received the wrong ballot, please contact the Claims and Noticing Agent *immediately* at the address, telephone number, or email address set forth above.

You should review the Combined Disclosure Statement and Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 7 under the Plan.

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

**Electronically, Via Ballot Portal.** Submit your Ballot via upload through the Claims and Noticing Agent’s online portal, by visiting <https://www.veritaglobal.net/lavie> (the “Ballot Portal”) and following the instructions to submit your Ballot.

You may also scan the QR code (hosted at <https://www.veritaglobal.net/lavie>) below to access the E-Ballot Portal:



**In order to submit a Ballot through the E-Ballot Portal, you must use the Unique E-Ballot ID# assigned to your claim. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive.**

**UNIQUE E-BALLOT IDENTIFICATION \_\_\_\_\_**

LaVie Care Centers, LLC, et al.  
Ballot for Class 7 (General Unsecured Claims)

UNIQUE E-BALLOT PIN \_\_\_\_\_

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

The Claims and Noticing Agent’s Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

OR

**Via Paper Ballot (if applicable).** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first-class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

By regular mail, overnight mail, or hand delivery at:

LaVie Care Centers Ballot Processing  
c/o KCC d/b/a Verita  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 709-4750

If you would like to coordinate hand delivery of your Ballot, please send an email to [LVCCinfo@VeritaGlobal.com](mailto:LVCCinfo@VeritaGlobal.com) and provide the anticipated date and time of your delivery.

**Item 1.** Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 7 Claim in the following *aggregate* unpaid amount:

\$ \_\_\_\_\_

**Item 2.** Vote on Plan.

The Holder of the Class 7 Claim against the Debtors, the aggregate amount of which is set forth in Item 1, votes to (please check one):

**ACCEPT** (vote FOR) the Plan       **REJECT** (vote AGAINST) the Plan

**Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.**

**Item 3. Important information regarding releases under the Plan.<sup>2</sup>**

Article XI.D of the Plan provides for a release by the Debtors (the “**Debtor Release**”):

**Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any Plan Administrator that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related**

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<sup>2</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction or the Sale Transaction, as applicable, and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

Article XI.D of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

**Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court’s finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties’ contributions to facilitating the Plan Transaction or the Sale Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.**

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.30 OF THE PLAN, “**AVOIDANCE ACTIONS**” MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(b) AND 724(a) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.62 OF THE PLAN, “**DEBTOR RELEASE**” MEANS THE RELEASE SET FORTH IN ARTICLE XI.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.198 OF THE PLAN, “**RELEASED PARTIES**” MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) THE CRO; (D) JAMES D. DECKER, SOLELY IN HIS CAPACITY AS INDEPENDENT MANAGER WITH RESPECT TO EACH DEBTOR; (E) THE OMEGA SECURED PARTIES; (F) THE ABL SECURED PARTIES; (G) OHI DIP LENDER, LLC; (H) TIX 33433 LLC<sup>3</sup>; AND (I) WITH RESPECT TO EACH ENTITY IN CLAUSES (E) THROUGH (G) EACH SUCH ENTITY’S CURRENT AND FORMER SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH (UNLESS ANY SUCH ENTITY OR RELATED PARTY HAS OPTED OUT OF BEING A RELEASING PARTY, IN WHICH CASE SUCH ENTITY OR RELATED PARTY, AS APPLICABLE, SHALL NOT BE A RELEASED PARTY).

AS SET FORTH IN SECTION 1.199 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT

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<sup>3</sup> For the avoidance of doubt, any reference to TIX 33433 LLC shall, unless expressly stated otherwise, mean TIX 33433 LLC solely in its capacity as a DIP Lender.

BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN.

**IMPORTANT INFORMATION REGARDING THE RELEASES:**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE.

YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN.

**The Holder of the Claim identified in Item 4 elects to:**

**OPT OUT of the Third-Party Release**

Article XI.E of the Plan provides for an exculpation of certain parties (the “**Exculpation**”):

**Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair: (1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional’s final fee application or accrued**

**Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.**

The foregoing exculpation 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. Notwithstanding the foregoing, nothing in this Article XI.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

Article XI.F of the Plan establishes an injunction (the “**Injunction**”):

Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

**Item 4. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder (or authorized signatory for a Holder) of the Claims in the Voting Class(es) as set forth in Item 1;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Entity has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;



- (e) no other Ballots with respect to the amount of the Claim identified in Item 1 has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier Ballots are hereby revoked;
- (f) the Entity understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent; and
- (g) the Entity understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Name of Holder: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_  
(If other than the Holder)

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date Completed: \_\_\_\_\_

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE OCTOBER 21, 2024, AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Class 7 Claims with respect to the Plan referred to in the Disclosure Statement. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Ballot is counted, you *must* complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Ballot **must** be returned to the Claims and Noticing Agent so as to be **actually received** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is October 21, 2024, at 4:00 p.m., prevailing Eastern Time.**
6. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will not be counted:**
  - (a) any Ballot that partially rejects and partially accepts the Plan;
  - (b) Ballots sent to the Debtors, the Debtors' agents (other than Claims and Noticing Agent), the Debtors' financial or legal advisors, or any other person (other than the Claims and Noticing Agent);
  - (c) Ballots sent by electronic mail or facsimile;
  - (d) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
  - (e) any Ballot cast by an Entity that does not hold a Claim in Classes 4, 5, 6, or 7;
  - (f) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
  - (g) any unsigned Ballot (for the avoidance of doubt, Ballots validly submitted through the Ballot Portal will be deemed signed);
  - (h) any non-original Ballot (for the avoidance of doubt, Ballots validly submitted through the Ballot Portal will be deemed original); and/or
  - (i) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
7. The method of delivery of Ballots to the Claims and Noticing Agent is at the election and risk of each Holder of Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent **actually receives** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
8. If multiple Ballots are received from the same Holder Claim with respect to the same Class prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
9. You must vote all of your Claims within your respective class either to accept or reject the Plan and may **not** split your vote.
10. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
11. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court,

must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT:**

**U.S. and Canada Toll Free: (877) 709-4750  
International: (424) 236-7230**

**OR BY CLICKING THE “SUBMIT AN INQUIRY” OPTION AT  
[HTTPS://WWW.VERITAGLOBAL.NET/LAVIE/INQUIRY](https://www.veritaglobal.net/lavie/inquiry)**

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS OCTOBER 21, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.**

*Scan the QR code below to view the Solicitation Procedures approved by the Court and the Combined Disclosure Statement and Plan (hosted at <https://www.veritaglobal.net/lavie>)*



**EXHIBIT 2-A**

**Notice of Non-Voting Status for Unimpaired Classes**

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:	)	
	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
	)	
Debtors.	)	(Jointly Administered)
	)	

**NOTICE OF NON-VOTING STATUS AND  
OPT OUT OF RELEASES TO HOLDERS OF UNIMPAIRED  
CLAIMS OR INTERESTS CONCLUSIVELY PRESUMED TO ACCEPT THE PLAN**

**PLEASE TAKE NOTICE THAT** on July 23, 2024, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 273] (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof, the “Plan”, including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, and collectively, as may be amended, supplemented, or otherwise modified, the “Combined Disclosure Statement and Plan”)² with the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

**PLEASE TAKE FURTHER NOTICE THAT** on [•], 2024, the Court entered an order [Docket No. [•]] (the “Solicitation Procedures Order”) that, among other things: (a) approved the Disclosure Statement as containing “adequate information” pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) and (b) authorized the Debtors to solicit acceptances for the Combined Disclosure Statement and Plan.

**PLEASE TAKE FURTHER NOTICE THAT** because of the nature and treatment of your Claim or Interest under the Plan, ***you are not entitled to vote on the Plan.*** Specifically, under the terms of the Plan, as a Holder of a Claim (as currently asserted against the Debtors) that is not Impaired and conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f), you are ***not*** entitled to vote on the Plan.

<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings set forth in the Combined Disclosure Statement and Plan or the Solicitation Procedures Order, as applicable.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **October 30, 2024, at 9:30 a.m., prevailing Eastern Time**, before the Honorable Paul M. Baisier, in the United States Bankruptcy Court for the Northern District of Georgia, located in Courtroom 1202, the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303.

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to Article VII of the Combined Disclosure Statement and Plan, on the Effective Date, all Executory Contracts not assumed before the Effective Date or subject to a pending motion to assume as of the Effective Date, will be deemed automatically rejected, and the Order confirming the Combined Disclosure Statement and Plan shall constitute an Order approving such rejection as of the Effective Date.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan is **October 21, 2024, at 4:00 p.m., prevailing Eastern Time** (the “Confirmation Objection Deadline”). All objections to the relief sought at the Confirmation Hearing **must**: (a) be in writing, (b) conform to the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and any orders of the Court, (c) set forth the name and address of the objecting party, (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objections, and (e) be filed with the Court and the following parties (collectively, the “Notice Parties”), so as to be received on or before the Plan Objection Deadline: (i) LaVie Care Centers, LLC, 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338; (ii) counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, Georgia 30309 (Attn: Daniel M. Simon) and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Emily C. Keil, Jake Jumbeck, and Catherine Lee); (iii) counsel to the Committee, Troutman Pepper Hamilton Sanders LLP, 600 Peachtree St. NE, Suite 3000, Atlanta, GA 30308 (Attn: Matthew R. Brooks and Pierce E. Rigney) and 3000 Two Logan Square, Eighteenth and Arch St., Philadelphia, PA 19103 (Attn: Francis J. Lawall) and 875 Third Avenue, New York, NY 10022 (Attn: Deborah Kovsky-Apap); and (iv) the United States Trustee of the Northern District of Georgia, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams) on or before the Confirmation Objection Deadline.

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Combined Disclosure Statement and Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants LLC d/b/a Verita, the claims and noticing agent retained by the Debtors in these Chapter 11 Cases (the “Claims and Noticing Agent”), by: (a) writing via first class mail, to KCC d/b/a Verita re LaVie Care Centers, LLC, et al., 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from Claims and Noticing Agent by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

ARTICLE XI OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE XI.D.2 CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. DIRECTIONS REGARDING THE RELEASE OPT-OUT FORM ARE INCLUDED IN THIS NOTICE.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XI.D.2 OF THE PLAN USING THE ENCLOSED OPT OUT FORM OR BY FILING AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASE SET FORTH IN ARTICLE XI.D.2 OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASE SET FORTH IN ARTICLE XI OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

Dated: Atlanta, Georgia  
[•], 2024

**MCDERMOTT WILL & EMERY LLP**

*/s/ DRAFT*

Daniel M. Simon (Georgia Bar No. 690075)  
1180 Peachtree St. NE, Suite 3350  
Atlanta, Georgia 30309  
Telephone: (404) 260-8535  
Facsimile: (404) 393-5260  
Email: dsimon@mwe.com

- and -

Emily C. Keil (admitted *pro hac vice*)  
Jake Jumbeck (admitted *pro hac vice*)  
Catherine Lee (admitted *pro hac vice*)  
444 West Lake Street, Suite 4000  
Chicago, Illinois 60606  
Telephone: (312) 372-2000  
Facsimile: (312) 984-7700  
Email: ekeil@mwe.com  
jjumbeck@mwe.com  
clee@mwe.com

*Counsel for the Debtors and Debtors-in-Possession*



**OPTIONAL: RELEASE OPT OUT FORM**

You are receiving this optional opt out form (the “Opt Out Form”) because you are or may be a Holder of a Claim or Interest that is not entitled to vote on the plan portion of the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as modified, amended, or supplemented from time to time, the “Plan”). Holders of Claims or Interests are deemed to grant the Third-Party Release set forth in the Plan unless a Holder affirmatively opts out by **October 21, 2024, at 4:00 p.m., prevailing Eastern Time** (the “Opt Out Deadline”). Holders of Claims or Interests may affirmatively opt out by, no later than the Voting Deadline, (a) submitting this form in accordance with the directions herein or (b) filing an objection to the Third-Party Release with the Bankruptcy Court.

**If you believe you are a Holder of a Claim or Interest with respect to the Debtors and choose to opt out of the Third-Party Release set forth in Article XI.D.2 of the Plan, please either** (a) promptly complete, sign, and date this Opt Out Form and return it via first class mail, overnight courier, or hand delivery to Kurtzman Carson Consultants LLC d/b/a Verita (the “Claims and Noticing Agent”) at the address set forth below or (b) submit your Opt Out Form through the Claims and Noticing Agent’s online Opt Out Portal in accordance with the directions provided below. Parties that submit their Opt Out Form using the Opt Out Portal should NOT also submit a paper Opt Out Form.

**THIS OPT OUT FORM MUST BE ACTUALLY RECEIVED (WHETHER A PHYSICAL COPY IS RETURNED OR THE OPT OUT FORM IS COMPLETED ONLINE) BY THE CLAIMS AND NOTICING AGENT BY THE OPT OUT DEADLINE. IF THE OPT OUT FORM IS RECEIVED AFTER THE OPT OUT DEADLINE, IT WILL NOT BE COUNTED.**

**Item 1.** Important information regarding releases under the Plan.<sup>1</sup>

Article XI.D.1 of the Plan provides for a release by the Debtors (the “Debtor Release”):

Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any Plan Administrator that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the

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<sup>1</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Opt Out Form. Defined terms used but not defined herein shall have the meaning ascribed to such term as in the Plan.

Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction or the Sale Transaction, as applicable, and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

Article XI.D.2 of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court

restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction or the Sale Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.30 OF THE PLAN, "**AVOIDANCE ACTIONS**" MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(b) AND 724(a) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.62 OF THE PLAN, "**DEBTOR RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE XI.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.198 OF THE PLAN, "**RELEASED PARTIES**" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) THE CRO; (D) JAMES D. DECKER, SOLELY IN HIS CAPACITY AS INDEPENDENT MANAGER WITH RESPECT TO EACH DEBTOR; (E) THE OMEGA SECURED PARTIES; (F) THE ABL SECURED PARTIES; (G) OHI DIP LENDER, LLC; (H) TIX 33433 LLC<sup>2</sup>; AND (I) WITH RESPECT TO EACH ENTITY IN CLAUSES (E) THROUGH (G) EACH SUCH ENTITY'S CURRENT AND FORMER SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS,

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<sup>2</sup> For the avoidance of doubt, any reference to TIX 33433 LLC shall, unless expressly stated otherwise, mean TIX 33433 LLC solely in its capacity as a DIP Lender.

REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH (UNLESS ANY SUCH ENTITY OR RELATED PARTY HAS OPTED OUT OF BEING A RELEASING PARTY, IN WHICH CASE SUCH ENTITY OR RELATED PARTY, AS APPLICABLE, SHALL NOT BE A RELEASED PARTY).

AS SET FORTH IN SECTION 1.199 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN.

**IMPORTANT INFORMATION REGARDING THE RELEASES:**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE.

YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN.

**OPTIONAL RELEASE ELECTION. YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:**

- The Undersigned Holder of the Claim or Interest elects to OPT OUT of the Third-Party Release**

Article XI.E of the Plan provides for an exculpation of certain parties (the “**Exculpation**”):

**Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however,* that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair:**

(1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional's final fee application or accrued Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.

The foregoing exculpation 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. Notwithstanding the foregoing, nothing in this Article XI.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

Article XI.F of the Plan establishes an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

**Item 2. Certifications.**

By signing this Opt Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder of a Claim or Interest; or (ii) the Entity is an authorized signatory for the Entity that is a Holder of a Claim or Interest;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the *Notice of Non-Voting Status to Holders of Unimpaired Claims or Interests Conclusively Deemed to Accept the Plan* and that this Opt Out Form is made pursuant to the terms and conditions set forth therein;
- (c) the Entity has submitted the same respective election concerning the releases with respect to all Claims or Interests in a single Class; and
- (d) no other Opt Out Form has been submitted or, if any other Opt Out Forms have been submitted with respect to such Claims or Interests, then any such earlier Opt Out Forms are hereby revoked.

Name of Holder: _____ <i>(print or type)</i>
Signature: _____
Name of Signatory: _____ <i>(if other than Holder)</i>
Title: _____
Address: _____ _____ _____
Telephone Number: _____
Email: _____
Date Completed: _____

**IF YOU HAVE MADE THE OPTIONAL OPT OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT OUT FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW.**

**By regular mail, overnight mail, or hand delivery at:**

**LaVie Care Centers Ballot Processing  
c/o KCC d/b/a Verita  
222 N. Pacific Coast Highway,  
Suite 300  
El Segundo, CA 90245**

OR

**By electronic, online submission:**

The Claims and Noticing Agent will accept Opt Out Forms if properly completed through the Opt Out Portal. To submit your Opt Out Form, please visit <https://www.veritaglobal.net/lavie> (the “Opt Out Portal”) and follow the instructions to submit your Opt Out Form.

You may also scan the QR code below to access the Opt Out Portal (hosted at <https://www.veritaglobal.net/lavie>):



In order to submit your Opt-Out Form through the E-Ballot/Opt-Out Portal, you must use the Unique Opt-Out ID# assigned to your claim.

UNIQUE OPT-OUT ID \_\_\_\_\_  
UNIQUE OPT-OUT PIN \_\_\_\_\_

**The Claims and Noticing Agent’s Opt Out Portal is the sole manner in which Opt Out Forms will be accepted via electronic or online transmission. Opt Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.**

Parties that submit their Opt Out Form using the Opt Out Portal should **NOT** also submit a paper Opt Out Form.

**THE VOTING DEADLINE IS 4:00 P.M., PREVAILING EASTERN TIME ON OCTOBER 21, 2024.**

THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE YOUR OPT OUT ELECTION ON OR BEFORE THE VOTING DEADLINE. IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT OUT FORM, PLEASE CONTACT: [LVCCINFO@VERITAGLOBAL.COM](mailto:LVCCINFO@VERITAGLOBAL.COM) FOR FURTHER ASSISTANCE.

**EXHIBIT 2-B**

**Notice of Non-Voting Status for Impaired Classes**



IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

	)		
In re:	)	)	Chapter 11
	)	)	
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	)	Case No. 24-55507 (PMB)
	)	)	
Debtors.	)	)	(Jointly Administered)
	)	)	

**NOTICE OF NON-VOTING STATUS AND OPT OUT  
OF RELEASES TO HOLDERS OF IMPAIRED CLAIMS OR  
INTERESTS CONCLUSIVELY DEEMED TO REJECT THE PLAN**

**PLEASE TAKE NOTICE THAT** on July 23, 2024, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 273] (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof, the “Plan”, including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, and collectively, as may be amended, supplemented, or otherwise modified, the “Combined Disclosure Statement and Plan”)² with the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

**PLEASE TAKE FURTHER NOTICE THAT** on [•], 2024, the Court entered an order [Docket No. [•]] (the “Solicitation Procedures Order”) that, among other things: (a) approved the Disclosure Statement as containing “adequate information” pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) and (b) authorized the Debtors to solicit acceptances for the Combined Disclosure Statement and Plan.

**PLEASE TAKE FURTHER NOTICE THAT** because of the nature and treatment of your Claim or Interest under the Plan, ***you are not entitled to vote on the Plan***. Specifically, under the terms of the Plan, as a Holder of a Claim (as currently asserted against the Debtors) or Interest in the Debtors that is Impaired and conclusively deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g), you are ***not*** entitled to vote on the Plan.

<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings set forth in the Combined Disclosure Statement and Plan or the Solicitation Procedures Order, as applicable.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **October 30, 2024, at 9:30 a.m., prevailing Eastern Time**, before the Honorable Paul M. Baisier, in the United States Bankruptcy Court for the Northern District of Georgia, located in Courtroom 1202, the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303.

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to Article VII of the Combined Disclosure Statement and Plan, on the Effective Date, all Executory Contracts not assumed before the Effective Date or subject to a pending motion to assume as of the Effective Date, will be deemed automatically rejected, and the Order confirming the Combined Disclosure Statement and Plan shall constitute an Order approving such rejection as of the Effective Date.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan is **October 21, 2024, at 4:00 p.m., prevailing Eastern Time** (the “Confirmation Objection Deadline”). All objections to the relief sought at the Confirmation Hearing **must**: (a) be in writing, (b) conform to the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and any orders of the Court, (c) set forth the name and address of the objecting party, (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objections, and (e) be filed with the Court and served on the following parties (collectively, the “Notice Parties”), so as to be received on or before the Plan Objection Deadline: (i) LaVie Care Centers, LLC, 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338; (ii) counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, Georgia 30309 (Attn: Daniel M. Simon) and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Emily C. Keil, Jake Jumbeck, and Catherine Lee); (iii) counsel to the Committee, Troutman Pepper Hamilton Sanders LLP, 600 Peachtree St. NE, Suite 3000, Atlanta, GA 30308 (Attn: Matthew R. Brooks and Pierce E. Rigney) and 3000 Two Logan Square, Eighteenth and Arch St., Philadelphia, PA 19103 (Attn: Francis J. Lawall) and 875 Third Avenue, New York, NY 10022 (Attn: Deborah Kovsky-Apap) and; (iv) the United States Trustee of the Northern District of Georgia, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams) on or before the Confirmation Objection Deadline.

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Combined Disclosure Statement and Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants LLC d/b/a Verita, the claims and noticing agent retained by the Debtors in these Chapter 11 Cases (the “Claims and Noticing Agent”), by: (a) writing via first class mail, to KCC d/b/a Verita re LaVie Care Centers, LLC, et al., 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from Claims and Noticing Agent by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

ARTICLE XI OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE XI.D.2 CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. DIRECTIONS REGARDING THE RELEASE OPT-OUT FORM ARE INCLUDED IN THIS NOTICE.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XI.D.2 OF THE PLAN USING THE ENCLOSED OPT OUT FORM OR BY FILING AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASE SET FORTH IN ARTICLE XI.D.2 OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASE SET FORTH IN ARTICLE XI OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

Dated: Atlanta, Georgia  
[•], 2024

**MCDERMOTT WILL & EMERY LLP**

/s/ DRAFT

Daniel M. Simon (Georgia Bar No. 690075)  
1180 Peachtree St. NE, Suite 3350  
Atlanta, Georgia 30309  
Telephone: (404) 260-8535  
Facsimile: (404) 393-5260  
Email: dsimon@mwe.com

- and -

Emily C. Keil (admitted *pro hac vice*)  
Jake Jumbeck (admitted *pro hac vice*)  
Catherine Lee (admitted *pro hac vice*)  
444 West Lake Street, Suite 4000  
Chicago, Illinois 60606  
Telephone: (312) 372-2000  
Facsimile: (312) 984-7700  
Email: ekeil@mwe.com  
jjumbeck@mwe.com  
clee@mwe.com

*Counsel for the Debtors and Debtors-in-Possession*

**OPTIONAL: RELEASE OPT OUT FORM**

You are receiving this optional opt out form (the “Opt Out Form”) because you are or may be a Holder of a Claim or Interest that is not entitled to vote on the plan portion of the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as modified, amended, or supplemented from time to time, the “Plan”). Holders of Claims or Interests are deemed to grant the Third-Party Release set forth in the Plan unless a Holder affirmatively opts out by **October 21, 2024, at 4:00 p.m., prevailing Eastern Time** (the “Opt Out Deadline”). Holders of Claims or Interests may affirmatively opt out by, no later than the Voting Deadline, (a) submitting this form in accordance with the directions herein or (b) filing an objection to the Third-Party Release with the Court.

**If you believe you are a Holder of a Claim or Interest with respect to the Debtors and choose to opt out of the Third-Party Release set forth in Article XI.D.2 of the Plan, please either** (a) promptly complete, sign, and date this Opt Out Form and return it via first class mail, overnight courier, or hand delivery to Kurtzman Carson Consultants LLC d/b/a Verita (the “Claims and Noticing Agent”) at the address set forth below or (b) submit your Opt Out Form through the Claims and Noticing Agent’s online Opt Out Portal in accordance with the directions provided below. Parties that submit their Opt Out Form using the Opt Out Portal should NOT also submit a paper Opt Out Form.

**THIS OPT OUT FORM MUST BE ACTUALLY RECEIVED (WHETHER A PHYSICAL COPY IS RETURNED OR THE OPT OUT FORM IS COMPLETED ONLINE) BY THE CLAIMS AND NOTICING AGENT BY THE OPT OUT DEADLINE. IF THE OPT OUT FORM IS RECEIVED AFTER THE OPT OUT DEADLINE, IT WILL NOT BE COUNTED.**

**Item 1. Important information regarding releases under the Plan.**<sup>1</sup>

Article XI.D.1 of the Plan provides for a release by the Debtors (the “Debtor Release”):

Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any Plan Administrator that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the

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<sup>1</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Opt Out Form. Defined terms used but not defined herein shall have the meaning ascribed to such term as in the Plan.

Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction or the Sale Transaction, as applicable, and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

Article XI.D.2 of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court

restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction or the Sale Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.30 OF THE PLAN, "**AVOIDANCE ACTIONS**" MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(b) AND 724(a) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.62 OF THE PLAN, "**DEBTOR RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE XI.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.198 OF THE PLAN, "**RELEASED PARTIES**" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) THE CRO; (D) JAMES D. DECKER, SOLELY IN HIS CAPACITY AS INDEPENDENT MANAGER WITH RESPECT TO EACH DEBTOR; (E) THE OMEGA SECURED PARTIES; (F) THE ABL SECURED PARTIES; (G) OHI DIP LENDER, LLC; (H) TIX 33433 LLC<sup>2</sup>; AND (I) WITH RESPECT TO EACH ENTITY IN CLAUSES (E) THROUGH (G) EACH SUCH ENTITY'S CURRENT AND FORMER SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS,

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<sup>2</sup> For the avoidance of doubt, any reference to TIX 33433 LLC shall, unless expressly stated otherwise, mean TIX 33433 LLC solely in its capacity as a DIP Lender.

REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH (UNLESS ANY SUCH ENTITY OR RELATED PARTY HAS OPTED OUT OF BEING A RELEASING PARTY, IN WHICH CASE SUCH ENTITY OR RELATED PARTY, AS APPLICABLE, SHALL NOT BE A RELEASED PARTY).

AS SET FORTH IN SECTION 1.199 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN.

**IMPORTANT INFORMATION REGARDING THE RELEASES:**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE.

YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN.

**OPTIONAL RELEASE ELECTION.** YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:

- The Undersigned Holder of the Claim or Interest elects to OPT OUT of the Third-Party Release**

Article XI.E of the Plan provides for an exculpation of certain parties (the “**Exculpation**”):

**Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however,* that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair:**

(1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional's final fee application or accrued Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.

The foregoing exculpation 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. Notwithstanding the foregoing, nothing in this Article XI.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

Article XI.F of the Plan establishes an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.



**Item 2. Certifications.**

By signing this Opt Out Form, the undersigned certifies to the Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder of a Claim or Interest; or (ii) the Entity is an authorized signatory for the Entity that is a Holder of a Claim or Interest;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the *Notice of Non-Voting Status to Holders of Impaired Claims or Interests Conclusively Deemed to Reject the Plan* and that this Opt Out Form is made pursuant to the terms and conditions set forth therein;
- (c) the Entity has submitted the same respective election concerning the releases with respect to all Claims or Interests in a single Class; and
- (d) no other Opt Out Form has been submitted or, if any other Opt Out Forms have been submitted with respect to such Claims or Interests, then any such earlier Opt Out Forms are hereby revoked.

Name of Holder: _____ <i>(print or type)</i>
Signature: _____
Name of Signatory: _____ <i>(if other than Holder)</i>
Title: _____
Address: _____ _____ _____
Telephone Number: _____
Email: _____
Date Completed: _____

**IF YOU HAVE MADE THE OPTIONAL OPT OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT OUT FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW.**

<p><b>By regular mail, overnight mail, or hand delivery at:</b></p> <p><b>LaVie Care Centers Ballot Processing c/o KCC dba Verita 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245</b></p>
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OR

**By electronic, online submission:**

The Claims and Noticing Agent will accept Opt Out Forms if properly completed through the Opt Out Portal. To submit your Opt Out Form, please visit <https://www.veritaglobal.net/lavie> (the “Opt Out Portal”) and follow the instructions to submit your Opt Out Form.

You may also scan the QR code below to access the Opt Out Portal (hosted at <https://veritaglobal.net/lavie>):



In order to submit your Opt-Out Form through the E-Ballot/Opt-Out Portal, you must use the Unique Opt-Out ID# assigned to your claim.

UNIQUE OPT-OUT ID \_\_\_\_\_  
UNIQUE OPT-OUT PIN \_\_\_\_\_

**The Claims and Noticing Agent’s Opt Out Portal is the sole manner in which Opt Out Forms will be accepted via electronic or online transmission. Opt Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.**

Parties that submit their Opt Out Form using the Opt Out Portal should **NOT** also submit a paper Opt Out Form.

**THE VOTING DEADLINE IS 4:00 P.M., PREVAILING EASTERN TIME, ON OCTOBER 21, 2024.**

THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE YOUR OPT OUT ELECTION ON OR BEFORE THE VOTING DEADLINE. IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT OUT FORM, PLEASE CONTACT: [LVCCINFO@VERITAGLOBAL.COM](mailto:LVCCINFO@VERITAGLOBAL.COM) FOR FURTHER ASSISTANCE.

**EXHIBIT 2-C**

**Notice of Non-Voting Status for Unimpaired/Impaired Classes**

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

	)				
In re:	)				Chapter 11
	)				
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)				Case No. 24-55507 (PMB)
	)				
Debtors.	)				(Jointly Administered)

**NOTICE OF NON-VOTING STATUS AND OPT OUT  
OF RELEASES TO HOLDERS OF UNIMPAIRED/IMPAIRED CLAIMS**

PLEASE TAKE NOTICE THAT on July 23, 2024, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 273] (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof, the “Plan”, including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, and collectively, as may be amended, supplemented, or otherwise modified, the “Combined Disclosure Statement and Plan”)<sup>2</sup> with the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

PLEASE TAKE FURTHER NOTICE THAT on [•], 2024, the Court entered an order [Docket No. [•]] (the “Solicitation Procedures Order”) that, among other things: (a) approved the Disclosure Statement as containing “adequate information” pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) and (b) authorized the Debtors to solicit acceptances for the Combined Disclosure Statement and Plan.

PLEASE TAKE FURTHER NOTICE THAT because of the nature and treatment of your Claim or Interest under the Plan, ***you are not entitled to vote on the Plan***. Specifically, under the terms of the Plan, as a Holder of a Claim (as currently asserted against the Debtors) or Interest in the Debtors that is either (a) Unimpaired, and therefore, pursuant to Bankruptcy Code section 1126(f), you are conclusively deemed to have accepted the Plan and are ***not*** entitled to vote on the Plan; or (b) Impaired, and therefore, and therefore, pursuant to Bankruptcy Code section 1126(g), you are conclusively deemed to have rejected the Plan and are ***not*** entitled to vote on the Plan.

<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings set forth in the Combined Disclosure Statement and Plan or the Solicitation Procedures Order, as applicable.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **October 30, 2024, at 9:30 a.m., prevailing Eastern Time**, before the Honorable Paul M. Baisier, in the United States Bankruptcy Court for the Northern District of Georgia, located in Courtroom 1202, the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303.

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to Article VII of the Combined Disclosure Statement and Plan, on the Effective Date, all Executory Contracts not assumed before the Effective Date or subject to a pending motion to assume as of the Effective Date, will be deemed automatically rejected, and the Order confirming the Combined Disclosure Statement and Plan shall constitute an Order approving such rejection as of the Effective Date.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the Plan is **October 21, 2024, at 4:00 p.m., prevailing Eastern Time** (the “Confirmation Objection Deadline”). All objections to the relief sought at the Confirmation Hearing **must**: (a) be in writing, (b) conform to the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and any orders of the Court, (c) set forth the name and address of the objecting party, (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objections, and (e) be filed with the Court and served on the following parties (collectively, the “Notice Parties”), so as to be received on or before the Plan Objection Deadline: (i) LaVie Care Centers, LLC, 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338; (ii) counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, Georgia 30309 (Attn: Daniel M. Simon) and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Emily C. Keil, Jake Jumbeck, and Catherine Lee); (iii) counsel to the Committee, Troutman Pepper Hamilton Sanders LLP, 600 Peachtree St. NE, Suite 3000, Atlanta, GA 30308 (Attn: Matthew R. Brooks and Pierce E. Rigney) and 3000 Two Logan Square, Eighteenth and Arch St., Philadelphia, PA 19103 (Attn: Francis J. Lawall) and 875 Third Avenue, New York, NY 10022 (Attn: Deborah Kovsky-Apap); and (iv) the United States Trustee of the Northern District of Georgia, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams) on or before the Confirmation Objection Deadline.

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Combined Disclosure Statement and Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants LLC d/b/a Verita, the claims and noticing agent retained by the Debtors in these Chapter 11 Cases (the “Claims and Noticing Agent”), by: (a) writing via first class mail, to KCC d/b/a Verita re LaVie Care Centers, LLC, et al., 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from Claims and Noticing Agent by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

ARTICLE XI OF THE PLAN CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND **ARTICLE XI.D.2 CONTAINS A THIRD-PARTY RELEASE**. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. DIRECTIONS REGARDING THE RELEASE OPT-OUT FORM ARE INCLUDED IN THIS NOTICE.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE XI.D.2 OF THE PLAN USING THE ENCLOSED OPT OUT FORM OR BY FILING AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASE SET FORTH IN ARTICLE XI.D.2 OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASE SET FORTH IN ARTICLE XI OF THE PLAN IF YOU ARE A RELEASED PARTY IN CONNECTION THEREWITH.

Dated: Atlanta, Georgia  
[•], 2024

**MCDERMOTT WILL & EMERY LLP**

/s/ DRAFT

Daniel M. Simon (Georgia Bar No. 690075)  
1180 Peachtree St. NE, Suite 3350  
Atlanta, Georgia 30309  
Telephone: (404) 260-8535  
Facsimile: (404) 393-5260  
Email: dsimon@mwe.com

- and -

Emily C. Keil (admitted *pro hac vice*)  
Jake Jumbeck (admitted *pro hac vice*)  
Catherine Lee (admitted *pro hac vice*)  
444 West Lake Street, Suite 4000  
Chicago, Illinois 60606  
Telephone: (312) 372-2000  
Facsimile: (312) 984-7700  
Email: ekeil@mwe.com  
jjumbeck@mwe.com  
clee@mwe.com

*Counsel for the Debtors and Debtors-in-Possession*

**OPTIONAL: RELEASE OPT OUT FORM**

You are receiving this optional opt out form (the “Opt Out Form”) because you are or may be a Holder of a Claim or Interest that is not entitled to vote on the plan portion of the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as modified, amended, or supplemented from time to time, the “Plan”). Holders of Claims or Interests are deemed to grant the Third-Party Release set forth in the Plan unless a Holder affirmatively opts out by **October 21, 2024, at 4:00 p.m., prevailing Eastern Time** (the “Opt Out Deadline”). Holders of Claims or Interests may affirmatively opt out by, no later than the Voting Deadline, (a) submitting this form in accordance with the directions herein or (b) filing an objection to the Third-Party Release with the Court.

**If you believe you are a Holder of a Claim or Interest with respect to the Debtors and choose to opt out of the Third-Party Release set forth in Article XI.D.2 of the Plan, please either** (a) promptly complete, sign, and date this Opt Out Form and return it via first class mail, overnight courier, or hand delivery to Kurtzman Carson Consultants LLC d/b/a Verita (the “Claims and Noticing Agent”) at the address set forth below or (b) submit your Opt Out Form through the Claims and Noticing Agent’s online Opt Out Portal in accordance with the directions provided below. Parties that submit their Opt Out Form using the Opt Out Portal should NOT also submit a paper Opt Out Form.

**THIS OPT OUT FORM MUST BE ACTUALLY RECEIVED (WHETHER A PHYSICAL COPY IS RETURNED OR THE OPT OUT FORM IS COMPLETED ONLINE) BY THE CLAIMS AND NOTICING AGENT BY THE OPT OUT DEADLINE. IF THE OPT OUT FORM IS RECEIVED AFTER THE OPT OUT DEADLINE, IT WILL NOT BE COUNTED.**

**Item 1. Important information regarding releases under the Plan.**<sup>1</sup>

Article XI.D.1 of the Plan provides for a release by the Debtors (the “Debtor Release”):

Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any Plan Administrator that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the

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<sup>1</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Opt Out Form. Defined terms used but not defined herein shall have the meaning ascribed to such term as in the Plan.

Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction or the Sale Transaction, as applicable, and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release.

Article XI.D.2 of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court



restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the pursuit of Confirmation and Consummation, the pursuit of Asset Sales, the Asset Purchase Agreement, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, the Sale Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction or the Sale Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.30 OF THE PLAN, "**AVOIDANCE ACTIONS**" MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(b) AND 724(a) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.62 OF THE PLAN, "**DEBTOR RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE XI.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.198 OF THE PLAN, "**RELEASED PARTIES**" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) THE CRO; (D) JAMES D. DECKER, SOLELY IN HIS CAPACITY AS INDEPENDENT MANAGER WITH RESPECT TO EACH DEBTOR; (E) THE OMEGA SECURED PARTIES; (F) THE ABL SECURED PARTIES; (G) OHI DIP LENDER, LLC; (H) TIX 33433 LLC<sup>2</sup>; AND (I) WITH RESPECT TO EACH ENTITY IN CLAUSES (E) THROUGH (G) EACH SUCH ENTITY'S CURRENT AND FORMER SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS,

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<sup>2</sup> For the avoidance of doubt, any reference to TIX 33433 LLC shall, unless expressly stated otherwise, mean TIX 33433 LLC solely in its capacity as a DIP Lender.

REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH (UNLESS ANY SUCH ENTITY OR RELATED PARTY HAS OPTED OUT OF BEING A RELEASING PARTY, IN WHICH CASE SUCH ENTITY OR RELATED PARTY, AS APPLICABLE, SHALL NOT BE A RELEASED PARTY).

AS SET FORTH IN SECTION 1.199 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN.

**IMPORTANT INFORMATION REGARDING THE RELEASES:**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN, AS SET FORTH ABOVE. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE.

YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN.

**OPTIONAL RELEASE ELECTION.** YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE XI.D.2 OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:

- The Undersigned Holder of the Claim or Interest elects to OPT OUT of the Third-Party Release**

Article XI.E of the Plan provides for an exculpation of certain parties (the “**Exculpation**”):

**Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however,* that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair:**

(1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional's final fee application or accrued Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.

The foregoing exculpation 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. Notwithstanding the foregoing, nothing in this Article XI.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

Article XI.F of the Plan establishes an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

**Item 2. Certifications.**

By signing this Opt Out Form, the undersigned certifies to the Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder of a Claim or Interest; or (ii) the Entity is an authorized signatory for the Entity that is a Holder of a Claim or Interest;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the *Notice of Non-Voting Status to Holders of Unimpaired/Impaired Claims* and that this Opt Out Form is made pursuant to the terms and conditions set forth therein;
- (c) the Entity has submitted the same respective election concerning the releases with respect to all Claims or Interests in a single Class; and
- (d) no other Opt Out Form has been submitted or, if any other Opt Out Forms have been submitted with respect to such Claims or Interests, then any such earlier Opt Out Forms are hereby revoked.

Name of Holder: _____ <i>(print or type)</i>
Signature: _____
Name of Signatory: _____ <i>(if other than Holder)</i>
Title: _____
Address: _____ _____ _____
Telephone Number: _____
Email: _____
Date Completed: _____

**IF YOU HAVE MADE THE OPTIONAL OPT OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT OUT FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW.**

<p style="text-align: center;"><b>By regular mail, overnight mail, or hand delivery at:</b></p> <p style="text-align: center;"><b>LaVie Care Centers Ballot Processing c/o KCC dba Verita 222 N. Pacific Coast Highway, Suite 300 El Segundo, CA 90245</b></p>
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OR

**By electronic, online submission:**

The Claims and Noticing Agent will accept Opt Out Forms if properly completed through the Opt Out Portal. To submit your Opt Out Form, please visit <https://www.veritaglobal.net/lavie> (the “Opt Out Portal”) and follow the instructions to submit your Opt Out Form.

You may also scan the QR code below to access the Opt Out Portal (hosted at <https://veritaglobal.net/lavie>):



In order to submit your Opt-Out Form through the E-Ballot/Opt-Out Portal, you must use the Unique Opt-Out ID# assigned to your claim.

UNIQUE OPT-OUT ID \_\_\_\_\_  
UNIQUE OPT-OUT PIN \_\_\_\_\_

**The Claims and Noticing Agent’s Opt Out Portal is the sole manner in which Opt Out Forms will be accepted via electronic or online transmission. Opt Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.**

Parties that submit their Opt Out Form using the Opt Out Portal should **NOT** also submit a paper Opt Out Form.

**THE VOTING DEADLINE IS 4:00 P.M., PREVAILING EASTERN TIME, ON OCTOBER 21, 2024.**

THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE YOUR OPT OUT ELECTION ON OR BEFORE THE VOTING DEADLINE. IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT OUT FORM, PLEASE CONTACT: [LVCCINFO@VERITAGLOBAL.COM](mailto:LVCCINFO@VERITAGLOBAL.COM) FOR FURTHER ASSISTANCE.

**EXHIBIT 3**

**Confirmation Hearing Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)

**NOTICE OF (I) CONFIRMATION HEARING  
WITH RESPECT TO THE DEBTORS’ COMBINED  
DISCLOSURE STATEMENT AND JOINT CHAPTER 11 PLAN  
OF REORGANIZATION AND (II) RELATED OBJECTION DEADLINE**

**PLEASE TAKE NOTICE THAT** on July 23, 2024, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the *Debtors’ Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 273] (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof, the “Plan”, including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, and collectively, as may be amended, supplemented, or otherwise modified, the “Combined Disclosure Statement and Plan”)<sup>2</sup> with the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

**PLEASE TAKE FURTHER NOTICE THAT** on [•], 2024, the Court entered an order [Docket No. [•]] (the “Solicitation Procedures Order”) that, among other things: (a) approved the Disclosure Statement as containing “adequate information” pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) and (b) authorized the Debtors to solicit acceptances for the Combined Disclosure Statement and Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider confirmation of the Combined Disclosure Statement and Plan (the “Confirmation Hearing”) will commence on **October 30, 2024, at 9:30 a.m. (prevailing Eastern Time)** before the Honorable Paul M. Baisier, in the United States Bankruptcy Court for the Northern District of Georgia. Parties may attend the Confirmation Hearing in **Courtroom 1202 in the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta,**

<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings set forth in the Combined Disclosure Statement and Plan or the Solicitation Procedures Order, as applicable.

**GA 30303** or virtually via **Judge Baisier’s Virtual Hearing Room**. The link for the Virtual Hearing Room can be found on Judge Baisier’s webpage at <https://www.ganb.uscourts.gov/content/honorable-paul-m-baisier> and is best used on a desktop or laptop computer but may be used on a phone or tablet. Participants’ devices must have a camera and audio. You may also join the Virtual Hearing Room through the “Dial-In and Virtual Bankruptcy Hearing Information” link at the top of the homepage of the Court’s website, [www.ganb.uscourts.gov](http://www.ganb.uscourts.gov). Please review “Instructions for Appearing by Telephone and Video Conference” located under the “Hearing Information” tab on the judge’s webpage prior to the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position unless you are speaking or until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge’s webpage. The Confirmation Hearing may be continued from time to time without further notice other than by an announcement in open Court or a notice filed on the Court’s docket and served on all parties entitled to the notice.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to confirmation of the Plan is **October 21, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the “**Confirmation Objection Deadline**”). Any objection to the Plan **must:** (a) be in writing, (b) conform to the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and any orders of the Court, (c) set forth the name and address of the objecting party, (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objections, and (e) be filed with the Court and served on the following parties (collectively, the “**Notice Parties**”) **so as to be received on or before the Confirmation Objection Deadline:** (i) LaVie Care Centers, LLC, c/o Ankura Consulting Group, LLC, 485 Lexington Avenue, 10th Floor, New York, NY 10017 (Attn: M. Benjamin Jones); (ii) counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, Georgia 30309 (Attn: Daniel M. Simon) and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Emily C. Keil, Jake Jumbeck, and Catherine Lee); (iii) counsel to the Committee, Troutman Pepper Hamilton Sanders LLP, 600 Peachtree St. NE, Suite 3000, Atlanta, GA 30308 (Attn: Matthew R. Brooks and Pierce E. Rigney) and 3000 Two Logan Square, Eighteenth and Arch St., Philadelphia, PA 19103 (Attn: Francis J. Lawall) and 875 Third Avenue, New York, NY 10022 (Attn: Deborah Kovsky-Apap); and (iv) the United States Trustee of the Northern District of Georgia, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams). Plan confirmation objections that are not timely filed shall not be considered by the Court and shall be overruled.

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to Article VII of the Combined Disclosure Statement and Plan, on the Effective Date, all Executory Contracts not assumed before the Effective Date or subject to a pending motion to assume as of the Effective Date, will be deemed automatically rejected, and the Order confirming the Combined Disclosure Statement and Plan shall constitute an Order approving such rejection as of the Effective Date.

**PLEASE TAKE FURTHER NOTICE THAT Article XI of the Combined Disclosure Statement and Plan contains certain releases, exculpations, and injunctions. These provisions affect your rights, including your rights against persons other than the Debtors.** If you are a holder of a Claim against or Interest in the Debtors, you may opt out from the Third-Party Release provisions by timely submitting a Ballot and checking the “Opt-Out Box” contained



therein or submitting the optional opt-out election form attached to a Notice of Non-Voting Status. If you wish to opt out of the Third-Party Release provisions and have not received a Ballot or a Notice of Non-Voting Status, please contact Kurtzman Carson Consultants d/b/a Verita Global (the “Voting Agent”) *immediately* through the website or phone number provided below.

**PLEASE TAKE FURTHER NOTICE THAT** the Plan may be modified, if necessary, pursuant to Bankruptcy Code section 1127, before, during or as a result of the Confirmation Hearing, without further notice to interested parties.

**PLEASE TAKE FURTHER NOTICE THAT** additional copies of the Combined Disclosure Statement and Plan, and any solicitation materials (except for Ballots), are available free of charge on the Debtors’ case information website (<https://www.veritaglobal.net/lavie>) or may be obtained from the Voting Agent by calling (877) 709-4750 (United States/Canada toll-free) or +1 (424) 236-7230 (International) or by clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>. Please be advised that the Voting Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

**If you have any questions related to this notice, please call (877) 709-4750 (U.S./Canada) or +1 (424) 236-7230 (International) or visit <https://www.veritaglobal.net/lavie>.**

Dated: Atlanta, Georgia  
[•], 2024

**MCDERMOTT WILL & EMERY LLP**

*/s/ Draft*

\_\_\_\_\_  
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- and -

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*Counsel for the Debtors and Debtors-in-Possession*