IT IS ORDERED as set forth below:

Date: December 5, 2024

Paul Baisier

Paul Baisier
U.S. Bankruptcy Court Judge

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

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC,[1]	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)
	)	**Related to Docket Nos. 481, 571, 593, 630, 655, 656, 657, 659, 662, 678, 679, 680, 730, 731, 732**

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER APPROVING ON FINAL BASIS AND CONFIRMING DEBTORS' MODIFIED SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT CHAPTER 11 PLAN OF REORGANIZATION

[1] 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.

LaVie Care Centers, LLC and its affiliates and subsidiaries as debtors and debtors-in-possession (collectively, the "Debtors")[2] in the above-captioned chapter 11 cases (collectively, the "Chapter 11 Cases") having:

i. commenced the Chapter 11 Cases on June 2, 2024 (the "Petition Date") by each filing a voluntary petition in the United States Bankruptcy Court for the Northern District of Georgia (the "Court") for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code");

ii. continued to operate and manage their businesses and properties as debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108;

iii. filed, on June 3, 2024, (a) the *Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 15] (the "DIP Motion") and (b) the *Declaration of Michael Krakovsky in Support of Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* [Docket No. 16];

iv. filed, on June 3, 2024, the *Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 17] (the "First Day Declaration");

v. filed, on June 5, 2024, the *Notice of Chapter 11 Bankruptcy Cases* [Docket No. 57] (the "Notice of Commencement");

vi. distributed, on or about June 7, 2024 and June 10, 2024, the Notice of Commencement on all creditors, residents, and notice parties in the Chapter 11 Cases;

vii. filed, on June 10, 2024, the *Debtors' Motion for Entry of an Order (I) Approving Bidding Procedures and Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and*

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Combined Disclosure Statement and Plan (as defined herein). Any capitalized term not defined in the Combined Disclosure Statement and Plan or this Confirmation Order shall have the meaning ascribed to such term in the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

Assignment of Assumed Contracts, and (VI) Authorizing the Sale of Assets [Docket No. 104] (the "Bidding Procedures and Sale Motion"), seeking approval of the Debtors' proposed bid procedures (the "Bid Procedures") and sale process;

viii. filed, on June 26, 2024, the *Certificate of Service* of the Notice of Commencement [Docket No. 169] (the "Notice of Commencement COS");[3]

ix. filed, on June 27, 2024, the *Notice of Sale By Auction and Sale Hearing* [Docket No. 181];

x. filed, on June 30, 2024, (a) the *Complaint Against Healthcare Negligence Settlement Recovery Corp.* [Adv. Docket No. 1], commencing the adversary proceeding (the "Adversary Proceeding") against Healthcare Negligence Settlement Recovery Corp. ("Recovery Corp."); (b) the *Debtors' Motion for Entry of Order)I) Extending the Automatic Stay and/or Preliminarily Enjoining Claims and Causes of Action Against Non-Debtor Defendants and (II) Expedition* [Adv. Docket No. 2]; and (c) the *Brief in Support of Debtors' Motion for Entry of Order (I) Extending the Automatic Stay and/or Preliminarily Enjoining Claims and Causes of Action Against Non-Debtor Defendants and (II) Expedition* [Adv. Docket No. 3];

xi. filed, on July 1, 2024, the *Debtors' Motion for Entry of an Order (I) Establishing Bar Dates for Filing Claims Against the Debtors; and (II) Granting Related Relief* [Docket No. 216] (the "Bar Date Motion");

xii. filed, on July 8, 2024, the *Affidavit of Publication of Notice of Sale by Auction and Sale Hearing in The New York Times* [Docket No. 228];

xiii. filed, on July 10, 2024, the *Affidavit of Publication of Notice of Bar Dates for Filing Proofs of Claim in The New York Times* [Docket No. 241];

xiv. filed, on July 20, 2024, the *Affidavit of Publication of Notice of Bar Dates for Filing Proofs of Claim in The Miami Herald, The Orlando Sentinel, and The Florida Times-Union* [Docket No. 261];

xv. filed, on July 23, 2024, the *Debtors' Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 273];

xvi. filed, on July 23, 2024, the *Reply in Support of Debtors' Motion for Entry of Order (I) Extending the Automatic Stay and/or Enjoining Claims and Causes of Action Against Non-Debtor Defendants and (II) Expedition* [Adv. Docket No. 14];

[3] Supplemental certificates of service with respect to the Notice of Commencement were filed at Docket Nos. 231, 271, 284, 315, 459, 504 (collectively, the "Supplemental Notice of Commencement COS").

xvii. filed, on July 28, 2024, the *Certificate of Service* of the Bar Date Order (as defined herein) [Docket No. 285] (the "Bar Date COS");[4]

xviii. filed, on August 7, 2024, the *Debtors' Motion for Entry of 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* [Docket No. 316] (the "Solicitation Procedures Motion"), seeking approval of proposed solicitation procedures;

xix. filed, on August 26, 2024, the *Joint Motion for Order Authorizing and Directing Mediation* [Docket No. 346], seeking appointment of the Honorable Jeffery W. Cavender as mediator in the Chapter 11 Cases and directing the Debtors, the Official Committee of Unsecured Creditors (the "Committee"), TIX 33433 LLC (the "Plan Sponsor"), and OHI DIP Lender, LLC, the Omega Landlords, the Omega Secured Parties, and the Omega Note Agreement Lenders (each as defined in the Plan and collectively, "Omega") to participate in mediation;

xx. filed, on September 5, 2024, the *Debtors' Preliminary Objection to Recovery Corp.'s Motion to Dismiss or Convert Florida DivestCo Reorganizations* [Docket No. 401];

xxi. filed, on September 6, 2024, the *Notice of (I) Cancellation of Auction and Sale Hearing and (II) Agreement to Seek Conditional Approval of Disclosure Statement at Disclosure Statement Hearing* [Docket No. 404];

xxii. participated in extensive mediation sessions on September 9, 2024 and September 11, 2024 before the Honorable Jeffery W. Cavender with the Debtors, the Committee, the Plan Sponsor, and Omega;

xxiii. filed, on September 16, 2024, the *Debtors' Motion for Entry of Order Extending Time to Assume or Reject Unexpired Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 436];

xxiv. filed, on September 17, 2024, the *Debtors' Combined Disclosure Statement and Joint First Amended Chapter 11 Plan of Reorganization* [Docket No. 438];

xxv. following extensive and prolonged settlement negotiations subsequent to the Mediation, on September 24, 2024, agreed to the terms of that certain settlement by and among the Debtors, the Committee, the Plan Sponsor, and Omega (the "Settlement");

[4] Supplemental certificates of service with respect to the Bar Date Order were filed at Docket Nos. 281, 326, 408, 563, 560 (collectively, the "Supplemental Bar Date COS").

xxvi. filed, on September 26, 2024, the *Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 461], which incorporated the terms of the Settlement;

xxvii. filed, on September 27, 2024, the *Debtors' (A) Motion to Strike, (B) Cross-Motion to Compel, and (C) Opposition to Recovery Corp.'s Motion to Compel Discovery Responses* [Docket No. 464];

xxviii. filed, on September 30, 2024, the *Debtors' Motion for Entry of Order Extending Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof* [Docket No. 473];

xxix. filed, on October 1, 2024, the solicitation version of the *Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 481];

xxx. filed, on October 1, 2024, the *Notice of (I) Combined Hearing with Respect to the Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization and (II) Related Objection Deadline* [Docket No. 483] (the "Combined Hearing Notice"), which contained notice of the hearing on final approval of the Disclosure Statement and confirmation of the Plan (the "Combined Hearing") and the objection deadline with respect to the same;

xxxi. filed, on October 2, 2024, the *Debtors' Objection to Recovery Corp.'s Motion to Establish Standing to Challenge Final DIP Financing Order* [Docket No. 486];

xxxii. distributed, on or about October 7, 2024, (a) the Combined Disclosure Statement and Plan; (b) the Solicitation Procedures Order (without exhibits); (c) the letter from the Committee in support of the Plan; and (d) the applicable ballot for voting on the Plan (each, a "Ballot") to Holders of Claims and Interests in Classes 3, 4, 5, 6A, 6B, and 6C who were entitled to vote on the Plan in accordance with the terms of the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of the United States Bankruptcy Court for the Northern District of Georgia (the "Local Rules");

xxxiii. distributed, on or about October 7, 2024, the Combined Hearing Notice to all creditors in the Chapter 11 Cases;

xxxiv. filed, on October 7, 2024, the *Debtors' Reply in Support of Debtors' (A) Motion to Strike, (B) Cross-Motion to Compel, and (C) Opposition to Recovery Corp.'s Motion to Compel Discovery Responses* [Docket No. 517];

xxxv. filed, on October 21, 2024, the *Notice of GUC Trust Agreement with Respect to the Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 571] (the "GUC Trust Agreement");

xxxvi. filed, on October 25, 2024, the *Debtors' (I) Omnibus Objection to (A) Motion for Reconsideration and Rehearing; (B) Motion to Allow Remote Testimony; and (C) Motion for Stay Relief; and (II) Limited Objection to Motion to Substitute Party* [Docket No. 586];

xxxvii. filed, on October 28, 2024, the *Notice of Plan Supplement with Respect to the Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 593] (the "Initial Plan Supplement");

xxxviii. filed, on November 4, 2024, the *Certificate of Service* of solicitation materials [Docket No. 619] (the "Solicitation COS");

xxxix. filed, on November 5, 2024, the *Notice of First Amended Plan Supplement with Respect to the Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 630] (the "First Amended Plan Supplement");

xl. filed, on November 8, 2024, the *Declaration of Jennifer Westwood of Kurtzman Carson Consultants, LLC d/b/a Verita Global Regarding the Solicitation and Tabulation of Ballots Cast on the Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 647] (the "Voting Declaration");

xli. filed, on November 12, 2024, (a) the *Debtors' (I) Memorandum of Law in Support of Confirmation and Final Approval of Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization and (II) Omnibus Reply to Objections to Confirmation* [Docket No. 659] (the "Confirmation Brief"); (b) the *Declaration of M. Benjamin Jones in Support of Confirmation and Final Approval of Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 655] (the "Jones Declaration"); (c) the *Declaration of James D. Decker in Support of Confirmation and Final Approval of Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 656] (the "Decker Declaration"); and (d) the *Declaration of Michael Krakovsky in Support of Confirmation and Final Approval of Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 657] (the "Krakovsky Declaration");

xlii. filed, on November 13, 2024, (a) the *Notice of Second Amended Plan Supplement with Respect to the Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 678] (the "Second Amended Plan Supplement"); (b) a modified version of the Combined Disclosure Statement and Plan [Docket No. 679] (the disclosure statement portion thereof, the "Disclosure Statement" and the chapter 11 plan portion thereof, the "Plan", as may be subsequently modified, amended, or supplemented from time to time, and together, the "Combined Disclosure Statement and Plan"); and (c) the proposed

Findings of Fact, Conclusions of Law, and Order Approving Disclosure Statement on Final Basis and Confirming Debtors' Modified Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization [Docket No. 680] (as subsequently modified or amended, this "Confirmation Order"); and

xliii. filed, on December 4, 2024, (a) a further modified version of the Combined Disclosure Statement and Plan, reflecting technical modifications [Docket No. 730]; (b) the *Notice of Third Amended Plan Supplement with Respect to the Debtors' Modified Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 731] (the "Third Amended Plan Supplement" and, collectively with the Initial Plan Supplement, the First Amended Plan Supplement, and the Second Amended Plan Supplement, as may be subsequently amended, modified, or supplemented, the "Plan Supplement"); and (c) a revised proposed Confirmation Order [Docket No. 732];

The Official Committee of Unsecured Creditors having:

i. filed, on November 12, 2024, the *Statement of the Official Committee of Unsecured Creditors in Support of Confirmation of Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 662], which included as Exhibit A thereto the *Declaration of Narendra Ganti of FTI Consulting, Inc., Financial Advisor to the Official Committee of Unsecured Creditors, in Support of Confirmation of Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 662-1] (the "Ganti Declaration").

The Court having:

i. entered, on June 5, 2024, the *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing for June 27, 2024, and (V) Granting Related Relief* [Docket No. 49] (the "Interim DIP Order");

ii. entered, on June 27, 2024, the *Order (I) Approving Bidding Procedures and Bid Protections, (II) Scheduling Certain Dates and Deadlines with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment of Contracts and Leases, (V) Authorizing the Assumption and Assignment of Assumed Contracts, and (VI) Authorizing the Sale of Assets* [Docket No. 177] (the "Bidding Procedures Order");

iii. held, on June 27, 2024 at 9:30 a.m. (prevailing Eastern Time), the hearing with respect to, among other things, the Debtors' request for final approval of the DIP Motion;

iv. entered, on June 28, 2024, the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Docket No. 189] (the "Final DIP Order");

v. entered, on July 2, 2024, the *Order (I) Establishing Bar Dates for Filing Claims Against the Debtors; and (II) Granting Related Relief* [Docket No. 218] (the "Bar Date Order");

vi. held, on July 24, 2024 at 9:30 a.m. (prevailing Eastern Time), the hearing regarding, among other things, the Debtors' request for entry of an order extending the automatic stay and/or preliminarily enjoining claims and causes of action against non-Debtors asserted by Recovery Corp.;

vii. entered, on July 25, 2024, the *Order (I) Extending the Automatic Stay and/or Preliminarily Enjoining Claims and Causes of Action Against Non-Debtor Defendants and (II) Scheduling Continued Contingent Hearing* [Adv. Docket No. 16];

viii. entered, on August 21, 2024, the *Order Approving Stipulated and Agreed to Confidentiality Agreement and Protective Order* [Docket No. 334];

ix. entered, on August 26, 2024, the *Order Authorizing and Directing Mediation* [Docket No. 347];

x. held, on September 30, 2024 at 9:30 a.m. (prevailing Eastern Time) the hearing on, among other things, consideration of the conditional approval of the Disclosure Statement and the approval of the Solicitation Procedures Motion;

xi. entered, on September 30, 2024, the *Order Extending Time to Assume or Reject Unexpired Leases of Nonresidential Real Property Pursuant to 11 U.S.C. § 365(d)(4)* [Docket No. 472];

xii. entered, on October 1, 2024, the *Order (I) Conditionally Approving Disclosure Statement, (II) Scheduling Combined Hearing for November 14, 2024 at 9:30 a.m. (Prevailing Eastern Time), (III) Establishing Procedures for Solicitation and Tabulation of Votes on Plan, (IV) Approving Certain Forms and Notices, and (V) Granting Related Relief* [Docket No. 480] (the "Solicitation Procedures Order");

xiii. entered, on October 1, 2024, the *Order (I) Further Extending the Automatic Stay and/or Preliminarily Enjoining Claims and Causes of Action Against Non-Debtor Defendants and (II) Scheduling Continued Contingent Hearing* [Adv. Docket No. 25];

xiv. held, on October 8, 2024 at 9:30 a.m. (prevailing Eastern Time) the hearing on various motions filed by Recovery Corp. and the Debtors' responsive motion to strike and cross-motion to compel;

xv. entered, on October 11, 2024, the *Order Granting in Part Debtors' (I) Motion to Strike and Denying (II) Cross-Motion to Compel Discovery Responses* [Docket No. 541];

xvi. entered, on October 22, 2024, the *Order Extending Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof* [Docket No. 573];

xvii. entered, on October 25, 2024, the *Order Denying Motion to Allow Remote Testimony at Confirmation Hearing* [Docket No. 585];

xviii. held, on October 28, 2024 at 9:30 a.m. (prevailing Eastern Time) the hearing on various motions filed by Recovery Corp., including its motion for reconsideration, and various objections with respect thereto;

xix. entered, on October 29, 2024, the *Order Denying Request to Reconsider Strike Order* [Docket No. 598];

xx. entered, on November 1, 2024, the *Order Denying Motion to Compel Discovery Responses* [Docket No. 613];

xxi. entered, on November 1, 2024, the *Order Granting Florida Claimants' Motion to Substitute Party* [Docket No. 614];

xxii. considered the Combined Disclosure Statement and Plan, the Confirmation Brief, the Jones Declaration, the Decker Declaration, the Krakovsky Declaration, the Voting Declaration, and all filed pleadings, exhibits, statements, and comments regarding Confirmation of the Combined Disclosure Statement and Plan, including all objections, statements, and reservations of rights;

xxiii. held a hearing on final approval of the Disclosure Statement and Confirmation of the Plan (the "Combined Hearing") on November 14, 2024 at 9:30 a.m. (prevailing Eastern Time);

xxiv. heard the statements and arguments made by counsel at the Combined Hearing with respect to final approval of the Disclosure Statement and Confirmation of the Plan, as well as the objections thereto;

xxv. considered all oral representations, affidavits, testimony, documents, filings, and other evidence regarding final approval of the Disclosure Statement and Confirmation of the Plan, as well as the objections thereto;

xxvi. issued an oral ruling on November 22, 2024 at 10:00 a.m. (prevailing Eastern Time) (the "Confirmation Ruling"); and

xxvii. overruled any and all objections to the Combined Disclosure Statement and Plan and to Confirmation and all statements and reservations of rights not consensually resolved or withdrawn unless otherwise indicated herein.

NOW THEREFORE, it appearing to the Court that notice of the Combined Hearing and the opportunity for any party-in-interest to object to the adequacy of the Disclosure Statement and confirmation of the Plan have been good and sufficient, and the legal and factual bases set forth in the documents filed in support of confirmation of the Plan, including the Confirmation Brief, and the Voting Declaration, the Jones Declaration, the Decker Declaration, the Krakovsky Declaration, and the Ganti Declaration, establish just cause for the relief granted herein, after due deliberation thereon and good cause appearing therefor, and the Court, having considered statements of counsel at the Combined Hearing and all evidence of record, including the Voting Declaration, the Jones Declaration, the Decker Declaration, the Krakovsky Declaration, and the Ganti Declaration, and for the reasons stated on the record at the Combined Hearing, the Court hereby FINDS, DETERMINES, AND CONCLUDES as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings of Fact and Conclusions of Law. The findings and conclusions set forth herein and on the record of the Combined Hearing and the Confirmation Ruling constitute this Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such.

B. Judicial Notice. The Court takes judicial notice of (and deems admitted into evidence for the Combined Hearing) the docket of the Chapter 11 Cases maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed, all orders

entered, all hearing transcripts, and all evidence and argument made, proffered, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases, including, but not limited to, the Combined Hearing.

C. Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2), 1334(a)). The Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Approval of the Disclosure Statement and confirmation of the Plan are core proceedings pursuant to 28 U.S.C. § 157(b) and the Court has jurisdiction to enter a final order with respect thereto. Venue is proper in this District and before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

D. Commencement and Joint Administration of the Chapter 11 Cases. On the Petition Date, the Debtors filed their voluntary petitions for relief under chapter 11 of the Bankruptcy Code, commencing the Chapter 11 Cases. In accordance with the *Order (I) Authorizing Joint Administration of Related Chapter 11 Cases and (II) Granting Related Relief* [Docket No. 20], these Chapter 11 Cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Bankruptcy Rule 1015. The Debtors have continued to operate their businesses and manage their assets and affairs as debtors-in-possession pursuant to Bankruptcy Code sections 1107 and 1108. On June 13, 2024, the Office of the United States Trustee for Region 21 (the "U.S. Trustee") appointed an Official Committee of Unsecured Creditors in the Chapter 11 Cases (the "Committee") pursuant to Bankruptcy Code section 1102(a) [Docket No. 112]. The Committee was modified on October 17, 2024. *See* Docket No. 568. No trustee or examiner has been appointed pursuant to Bankruptcy Code section 1104.

E. Eligibility for Relief. The Debtors were, and are, entities eligible for relief under Bankruptcy Code section 109. The Debtors are proper proponents of the Plan under Bankruptcy Code section 1121.

F. Burden of Proof—Confirmation of the Plan. The Debtors, as proponents of the Plan, have met their burden of proving the elements of Bankruptcy Code sections 1125, 1126, 1127, and 1129 by a preponderance of the evidence, which is the applicable evidentiary standard for approval of the Disclosure Statement and Confirmation of the Plan. Further, each witness whose testimony was proffered or adduced on behalf of the Debtors at or in connection with the Combined Hearing was credible, reliable, and qualified to testify as to the topics addressed in his or her testimony.

G. Adequacy of the Disclosure Statement. After notice and a hearing in accordance with Bankruptcy Rule 3017, the Disclosure Statement was approved on a conditional basis for solicitation purposes only, as set forth in the Solicitation Procedures Order, as containing adequate information pursuant to Bankruptcy Code section 1125. The Disclosure Statement contains extensive material information regarding the Debtors so that parties entitled to vote on the Plan could make informed decisions regarding the Plan. Additionally, the Disclosure Statement, including the various notices and the Ballots, contains adequate information as that term is defined in Bankruptcy Code section 1125(a) and complies with any additional requirements of the Bankruptcy Code, the Bankruptcy Rules, and applicable non-bankruptcy law.

H. Notice. As described in the Voting Declaration and the Solicitation COS, as applicable, the Disclosure Statement and all related exhibits, including the Plan, the letter in support of the Plan from the Committee, the applicable Ballot, the Solicitation Procedures Order, and the Combined Hearing Notice (collectively, the "Solicitation Package") were transmitted and served on or about October 7, 2024 to all Holders in the Voting Classes that held a claim against the Debtors as of September 27, 2024 (the "Voting Record Date"). The establishment and notice of the Voting Record Date were approved by the Solicitation Procedures Order. Transmission and

service of the Solicitation Packages was timely, adequate, sufficient, and complies with the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, including Bankruptcy Rules 3017, 3018, and 3019, and the Solicitation Procedures Order, and no further notice is required. Under the circumstances and including any extensions heretofore provided in connection therewith, the period during which the Debtors solicited acceptances or rejections to the Plan was a reasonable and sufficient period of time for Holders in the Voting Classes to make an informed decision to accept or reject the Plan, and solicitation complied with Bankruptcy Code section 1126(b). Under Bankruptcy Code sections 1126(f) and 1126(g), the Debtors were not required to solicit votes from the Holders of Claims or Interests, as applicable, in the Non-Voting Classes, each of which is conclusively presumed to have accepted, or deemed to have rejected, the Plan. The Combined Hearing Notice was served via first class mail and/or electronic mail on the Debtors' entire creditor matrix on October 7, 2024, as reflected in the Solicitation COS. Given the foregoing, all parties required to be given notice of the Combined Hearing (including the deadline for filing and serving objections to confirmation of the Plan and/or final approval of the Disclosure Statement) have been given due, proper, timely, and adequate notice of, and had a full and fair opportunity to be heard in connection with, final approval of the Disclosure Statement and confirmation of the Plan, in accordance with the Solicitation Procedures Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules, and applicable non-bankruptcy law and such parties have had an opportunity to appear and be heard with respect thereto. No other or further notice is required.

I. Good Faith Solicitation. As described in the Voting Declaration, solicitation of votes on the Plan complied with the solicitation procedures set forth in the Solicitation Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases,

was conducted in good faith, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and any other applicable rules, laws, and regulations. Accordingly, the Plan was solicited in good faith and in compliance with applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, and the Bankruptcy Rules. Specifically, the Debtors, the Released Parties, the Exculpated Parties, and any and all affiliates, directors, officers, members, managers, shareholders, partners, employees, attorneys, and advisors of each of the foregoing, as applicable, have acted in "good faith" within the meaning of Bankruptcy Code section 1125(e) and in compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and the Local Rules in connection with all of their respective activities relating to support of the Plan and this Confirmation Order, including the solicitation of acceptances of the Plan, their participation in the Chapter 11 Cases, and the activities described in Bankruptcy Code section 1125, and are entitled to the protections afforded by Bankruptcy Code section 1125(e).

J. Voting. Only Holders of Claims in Classes 3, 4, 5, 6A, 6B, and 6C were eligible to vote on the Plan (collectively, the "Voting Classes"). The Ballots the Debtors used to solicit votes to accept or reject the Plan from Holders in the Voting Classes adequately addressed the particular needs of the Chapter 11 Cases and were appropriate for Holders in the Voting Classes to vote to accept or reject the Plan. Holders of Claims or Interests in Classes 1, 2, 7, 8, and 9 were either (a) Unimpaired and not entitled to vote to accept or reject the Plan or (b) Impaired under the Plan and deemed to reject the Plan (collectively, the "Non-Voting Classes"). Thus, Holders of Claims or Interests in the Non-Voting Classes were conclusively presumed to have accepted, or deemed to have rejected, the Plan as applicable, and were not entitled to vote on the Plan pursuant to Bankruptcy Code sections 1126(f)-(g). On November 8, 2024, the Debtors filed the Voting Declaration, certifying the method and results of Ballot tabulation for each of the Classes entitled

to vote to accept or reject the Plan. As evidenced by the Voting Declaration, Classes 3 (ABL Claims), 4 (Omega Term Loan Claims), 6A (OpCo General Unsecured Claims), and 6C (Joint & Several OpCo General Unsecured Claims) voted to accept the Plan, in accordance with the requirements of Bankruptcy Code sections 1124, 1126, and 1129. As evidenced by the Voting Declaration, votes to accept or reject the Plan have been solicited by the Debtors and tabulated fairly, in good faith, in compliance with the Solicitation Procedures Order, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, and applicable non-bankruptcy law.

K. Objections. All parties have had a full and fair opportunity to litigate all issues raised, or which might have been raised, in connection with the Combined Hearing. All objections with respect to the adequacy of the Disclosure Statement and confirmation of the Plan that have not been withdrawn, waived, or settled, except to the extent sustained in the Confirmation Ruling, are hereby overruled on the merits for the reasons stated on the record at the Combined Hearing.

L. Bankruptcy Rules 3016(a)-(b). In accordance with Bankruptcy Rule 3016(a), the Plan is dated and identifies the Debtors as the proponent of the Plan. The filing of the Disclosure Statement with the Court satisfied Bankruptcy Rule 3016(b).

COMPLIANCE WITH BANKRUPTCY CODE SECTION 1129

M. The Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with the applicable provisions of the Bankruptcy Code, including Bankruptcy Code sections 1122 and 1123, thereby satisfying Bankruptcy Code section 1129(a)(1).

i. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). The classification of Claims and Interests under the Plan is proper under the Bankruptcy Code. In accordance with Bankruptcy Code section 1122(a), the Claims and Interests placed in each Class under the Plan are substantially similar to other Claims and Interests, as the case may be, in each such Class. Valid

business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such classification does not unfairly discriminate between Holders of Claims and Interests. The classifications were not promulgated for any improper purpose, and the creation of such Classes does not unfairly discriminate between or among Holders of Claims or Interests. In accordance with Bankruptcy Code section 1122(a), each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. Therefore, the Plan satisfies Bankruptcy Code sections 1122 and 1123(a)(1).

ii. Specified Treatment of Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Article V of the Plan specifies that Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 9 (Intercompany Interests) are Unimpaired under the Plan within the meaning of Bankruptcy Code section 1124, thereby satisfying Bankruptcy Code section 1123(a)(2). Additionally, Article IV of the Plan specifies that Administrative Expense Claims, Priority Tax Claims, Professional Fee Claims, and DIP Claims will be paid in accordance with the terms of the Plan, although these Claims are not separately classified under the Plan.

iii. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Article V of the Plan designates Class 3 (ABL Claims), Class 4 (Omega Term Loan Claims), Class 5 (Go-Forward Trade Claims), Class 6A (OpCo General Unsecured Claims), Class 6B (DivestCo General Unsecured Claims), Class 6C (Joint & Several OpCo General Unsecured Claims), Class 7 (Intercompany Claims), and Class 8 (Existing Equity Interests) as Impaired within the meaning of Bankruptcy Code section 1124 and specifies the treatment of the Claims and Interests in those Classes, thereby satisfying Bankruptcy Code section 1123(a)(3).

iv. No Discrimination (11 U.S.C. § 1123(a)(4)). Article V of the Plan provides for the same treatment by the Debtors of each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to or elected a less favorable or different treatment of such Claim or Interest, thereby satisfying Bankruptcy Code section 1123(a)(4).

v. Adequate Means for Plan Implementation (11 U.S.C. § 1123(a)(5)). The Plan and the various documents and agreements set forth in the Plan Supplement provide adequate and proper means for the implementation of the Plan, including, among other things, (a) the GUC Trust Agreement, (b) the Unliquidated Claim Procedures, (c) the schedule of Assumed Administrative and Priority Claims, (d) the Restructuring Transactions Memorandum, (e) the schedule of Go-Forward Trade Contracts, (f) the ABL Exit Facility Credit Agreement, (g) the schedule of preserved Causes of Action, (h) the Backstop Note and the Backstop Note Guaranty, (i) the New Governance Documents, and (j) the Assumed Executory Contracts and Unexpired Leases List, thereby satisfying Bankruptcy Code section 1123(a)(5).

vi. Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)). No equity securities are being issued pursuant to the Plan. As of the Effective Date, the Debtors' organizational documents shall be deemed to be amended to prohibit the issuance of non-voting equity securities, thereby satisfying Bankruptcy Code section 1123(a)(6).

vii. Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)). On the Effective Date, any term of existing board of directors and officers of the Debtors will expire and Timothy Lehner (the Debtors' current President) will be re-appointed as the sole officer of the Debtors, and is expected to serve in such capacity until the Debtors are dissolved as contemplated under the Plan. In the event that Mr. Lehner resigns prior to the Effective Date or is otherwise unable to serve in such capacity, the Debtors shall file a notice on the docket designating his

replacement at least ten days prior to the Effective Date. Synergy is expected to provide back-office management services to the Reorganized Debtors on and after the Effective Date.

viii. Additional Plan Provisions (11 U.S.C. § 1123(b)). The Plan contains certain provisions that may be construed as permissive, but are not required for confirmation under the Bankruptcy Code. These discretionary provisions comply with Bankruptcy Code section 1123(b), are appropriate, in the best interest of the Debtors and their Estates, and are not inconsistent with the applicable provisions of the Bankruptcy Code.

a) Impairment/Absence of Impairment of Classes of Claims and Interests (11 U.S.C. § 1123(b)(1)). Pursuant to Article V of the Plan, the following Classes of Claims and Interests are Impaired under the Plan, as permitted by Bankruptcy Code section 1123(b)(1): Class 3 (ABL Claims), Class 4 (Omega Term Loan Claims), Class 5 (Go-Forward Trade Claims), Class 6A (OpCo General Unsecured Claims), Class 6B (DivestCo General Unsecured Claims), Class 6C (Joint & Several OpCo General Unsecured Claims), Class 7 (Intercompany Claims), and Class 8 (Existing Equity Interests). Pursuant to Article V of the Plan, the following Classes are Unimpaired, as contemplated by Bankruptcy Code section 1123(b)(1): Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 9 (Intercompany Interests).

b) Assumption and Rejection (11 U.S.C. § 1123(b)(2) and 1123(d). Article VII of the Plan addresses the assumption and rejection of executory contracts and unexpired leases, and meets the requirements of Bankruptcy Code section 365(b).

c) Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). The provisions of the Plan are appropriate and consistent with the applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code section 1123(b)(6).

ix. The Debtors are Not Individuals (11 U.S.C. § 1123(c)). The Debtors are not individuals, and, accordingly, Bankruptcy Code section 1123(c) is inapplicable to the Chapter 11 Cases.

x. Cure of Defaults (11 U.S.C. § 1123(d)). The Plan provides for the satisfaction of monetary defaults under each Executory Contract and Unexpired Lease to be

assumed under the Plan by payment of the default amount, if any, in Cash on the Effective Date, in the ordinary course of business, or on such other terms as the parties may otherwise agree, subject to the limitations described in Article VII of the Plan, satisfying Bankruptcy Code section 1123(d).

N. The Debtors' Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). As proponents of the Plan, the Debtors have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying Bankruptcy Code section 1129(a)(2). Specifically, each Debtor:

i. is an eligible debtor under Bankruptcy Code section 109 and a proper proponent of the Plan under Bankruptcy Code section 1121(a);

ii. has complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of the Court; and

iii. has complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126 thereof, the Bankruptcy Rules, the Local Rules, any applicable nonbankruptcy law, rule, and regulation, the Solicitation Procedures Order, and all other applicable law, in transmitting the Solicitation Packages and related documents and notices, and in soliciting and tabulating the votes on the Plan.

O. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtors have proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying Bankruptcy Code section 1129(a)(3). The Debtors' good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, the Plan, and the record of the Combined Hearing and other proceedings held in these Chapter 11 Cases. The Chapter 11 Cases were filed, and the Plan and the settlements memorialized therein, were proposed with the legitimate and honest purposes of maximizing the value of the Debtors' Estates and reorganizing around their 42 skilled nursing facilities. The Plan and all documents necessary to effectuate the Plan were negotiated at arm's length among representatives of the Debtors, the Committee, the Plan Sponsor, the DIP Lenders,

Omega, and their respective professionals. Further, the Plan's classification, indemnification, release, exculpation, and injunction provisions have been negotiated in good faith and at arm's length, are consistent with Bankruptcy Code sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1125(e), 1129, and 1142, and are each necessary for the Debtors' successful reorganization. In so determining, the Court has examined the totality of the circumstances surrounding the filing of the Chapter 11 Cases, the Plan, solicitation of the Combined Disclosure Statement and Plan, the process leading up to Confirmation of the Plan, including the extensive, good faith, and arm's-length negotiations among the Debtors, the Committee, the Plan Sponsor, and Omega, the Settlement, the support of Holders of Claims entitled to vote on the Plan, and the transactions to be implemented pursuant thereto.

P. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). The procedures set forth in the Plan for the Court's review and ultimate determination of the fees and expenses to be paid by the Debtors in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, satisfy the objectives of, and are in compliance with, Bankruptcy Code section 1129(a)(4). Payments to the Estates' retained professionals for services rendered after the commencement of the Chapter 11 Cases are subject to the approval of this Court pursuant to the terms of the orders authorizing the retention of the Estates' professionals.

Q. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with Bankruptcy Code section 1129(a)(5). As set forth in the Plan Supplement, on the Effective Date, any term of existing board of directors and officers of the Debtors shall expire and Timothy Lehner (the Debtors' current President) shall be re-appointed as the sole officer of the Debtors, and is expected to serve in such capacity until the Debtors are dissolved as contemplated under the Plan. Synergy is expected to provide back-office management services to the

Reorganized Debtors on and after the Effective Date. Mr. Lehner will be qualified, and the appointments to, or continuance in, such offices by the proposed directors and officers is consistent with the interests of the Holders of Claims and Interests and with public policy, satisfying Bankruptcy Code section 1129(a)(5)(A)(ii). In the event that Mr. Lehner resigns prior to the Effective Date or is otherwise unable to serve in such capacity, the Debtors shall file a notice on the docket designating his replacement at least ten days prior to the Effective Date.

R. No Rate Changes (11 U.S.C. § 1129(a)(6). The Plan does not provide for rate changes by the Debtors that would require governmental regulatory approval. Thus, Bankruptcy Code section 1129(a)(6) is not applicable in these Chapter 11 Cases.

S. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). The Plan meets the "best interest of creditors" test because each Holder of a Claim or Interest in an Impaired Class will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code. The liquidation analysis attached to the Combined Disclosure Statement and Plan, the analysis provided in the Confirmation Brief, and other evidence proffered or adduced at the Combined Hearing, including the Jones Declaration, (i) is reasonable, persuasive, credible, and accurate as of the dates such analysis or evidence was prepared, presented, or proffered, (ii) utilizes reasonable and appropriate methodologies and assumptions, (iii) has not been controverted by other evidence, and (iv) establishes that each Holder of an Allowed Claim or Interest, as of the Effective Date, will recover at least as much under the Plan on account of such Claim or Interest as such Holder would receive if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date. Therefore, the Plan satisfies the requirements of Bankruptcy Code section 1129(a)(7).

T. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 9 (Intercompany Interests) are Unimpaired within the meaning of Bankruptcy Code section 1124 and are conclusively presumed to have accepted the Plan under Bankruptcy Code section 1126(f). As set forth in the Voting Declaration, Holders of Claims in Class 3 (ABL Claims), Class 4 (Omega Term Loan Claims), Class 5 (Go-Forward Trade Contract Claims), Class 6A (OpCo General Unsecured Claims), Class 6B (DivestCo General Unsecured Claims), and Class 6C (Joint & Several OpCo General Unsecured Claims) are Impaired and Classes 3, 4, 6A, and 6C voted to accept the Plan. Class 5 (Go-Forward Trade Claims) did not cast a vote. Class 6B (DivestCo General Unsecured Claims) voted to reject the Plan and Class 7 (Intercompany Claims) and Class 8 (Existing Equity Interests) are Impaired Classes that are deemed to have rejected the Plan. Notwithstanding the foregoing, the Plan is confirmable because it satisfies Bankruptcy Code sections 1129(a)(10) and 1129(b).

U. Treatment of Claims Entitled to Priority Under Bankruptcy Code Section 507(a) (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Expense Claims, Priority Tax Claims, Professional Fee Claims, and DIP Claims pursuant to Article IV of the Plan satisfies the requirements of, and complies in all respect with, Bankruptcy Code section 1129(a)(9).

V. Acceptance By At Least One Impaired Class (11 U.S.C. § 1129(a)(10)). As evidenced by the Voting Declaration, Class 3 (ABL Claims), Class 4 (Omega Term Loan Claims), Class 5 (Go-Forward Trade Claims), Class 6A (OpCo General Unsecured Claims), and Class 6C (Joint & Several OpCo General Unsecured Claims) voted to accept the Plan by the requisite number and amount of Claims at each Debtor, without including the acceptance of the Plan by any

insider (as that term is defined in Bankruptcy Code section 101(31)). Therefore, the Plan satisfies Bankruptcy Code section 1129(a)(10).

W. Feasibility (11 U.S.C. § 1129(a)(11)). The Debtors have established by a preponderance of the evidence that confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors. The financial projections attached to the Combined Disclosure Statement and Plan as Exhibit B and the other evidence supporting Confirmation of the Plan proffered or adduced by the Debtors at, or prior to, or in the Jones Declaration filed in connection with, the Combined Hearing: (i) are reasonable, persuasive, and credible as of the dates such analysis or evidence was prepared, presented, or proffered; (ii) utilize reasonable and appropriate methodologies and assumptions; (iii) have not been controverted by other evidence; (iv) establish that the Plan is feasible and Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors or any successor to the Reorganized Debtors under the Plan, except as provided in the Plan; and (v) establish that the Reorganized Debtors will have sufficient funds available to meet their obligations under the Plan.

X. Payment of Fees (11 U.S.C. § 1129(a)(12)). Article XVI.C of the Plan provides that all fees currently payable under section 1930 of title 28, United States Code, as determined by the Bankruptcy Code, have been or will be paid on or as soon as reasonably practicable after the Effective Date pursuant to the Plan, thereby satisfying the requirements of Bankruptcy Code section 1129(a)(12).

Y. Continuation of Retiree Benefits; Domestic Support Obligations; Debtor as Individual; Applicable Non-Bankruptcy Law Regarding Transfers (11 U.S.C. §§ 1129(a)(13)-

(16)). Bankruptcy Code sections 1129(a)(13) through (16) are not applicable to the Debtors in these Chapter 11 Cases.

Z. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). The Plan satisfies the requirements of Bankruptcy Code section 1129(b). Holders of Claims in Class 1 (Other Secured Claims), Class 2 (Other Priority Claims), and Class 9 (Intercompany Interests) are deemed to have accepted the Plan and are not entitled to vote on the Plan. Holders of Claims in Class 3 (ABL Claims), Class 4 (Omega Term Loan Claims), Class 6A (OpCo General Unsecured Claims), and Class 6C (Joint & Several OpCo General Unsecured Claims) voted to accept the Plan. Class 5 (Go-Forward Trade Claims) did not cast a vote. Class 6B (DivestCo General Unsecured Claims) voted to reject the Plan and Class 7 (Intercompany Claims) and Class 8 (Existing Equity Interests) are deemed to have rejected the Plan and are not entitled to vote on the Plan (collectively, the "Rejecting Classes"). Nevertheless, the Plan does not discriminate unfairly and is fair and equitable with respect to the Rejecting Classes, as required by Bankruptcy Code sections 1129(b)(1)-(2), because (i) no Holder of any Claim or Interest that is junior to the Rejecting Classes will receive or retain any property under the Plan on account of such junior Claim or Interest and (ii) no Holder of a Claim in a Class senior to the Rejecting Classes is receiving more than 100% recovery on account of its Claim. Accordingly, the Plan does not discriminate unfairly among the different classes of creditors and interest holders, satisfies the fair and equitable standard of the Bankruptcy Code, and may be confirmed notwithstanding the rejection of the Plan by the Rejecting Classes.

AA. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan filed in these Chapter 11 Cases, and accordingly, Bankruptcy Code section 1129(c) is inapplicable in these Chapter 11 Cases.

BB. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of the application of section 5 of the Securities Act of 1933. The Plan, therefore, satisfies the requirements of Bankruptcy Code section 1129(d).

CC. Small Business Case (11 U.S.C. § 1129(e)). None of the Chapter 11 Cases is a "small business case" as that term is defined in the Bankruptcy Code, meaning that Bankruptcy Code section 1129(e) is inapplicable.

DD. Satisfaction of Confirmation Requirements. Based on the foregoing, all other pleadings, documents, exhibits, statements, declarations, and affidavits filed in connection with Confirmation of the Plan, and all evidence and arguments made, proffered, or adduced at the Combined Hearing, the Plan satisfies the requirements for Confirmation thereof set forth in Bankruptcy Code section 1129.

EE. Substantive Consolidation. Article V.A of the Plan provides for the substantive consolidation of the OpCo Debtors' Estates (but not the OpCo Debtors themselves, except to the extent set forth in the Restructuring Transactions Memorandum) and Chapter 11 Cases for purposes of voting, distribution, and confirmation, and, separately, the substantive consolidation of the DivestCo Debtors' Estates (but not the DivestCo Debtors themselves, except to the extent set forth in the Restructuring Transactions Memorandum) and Chapter 11 Cases for purposes of voting, distribution, and confirmation. Therefore, the Plan serves as, and is deemed to be, a motion for entry of an order substantively consolidating (i) the OpCo Debtors' Estates (but not the OpCo Debtors themselves, except to the extent set forth in the Restructuring Transactions Memorandum) and Chapter 11 Cases for purposes of voting, distribution, and confirmation and, separately, (ii) the DivestCo Debtors' Estates (but not the DivestCo Debtors themselves, except to the extent set

forth in the Restructuring Transactions Memorandum) and Chapter 11 Cases for purposes of voting, distribution, and confirmation. Based on, among other things, the Confirmation Brief, the Jones Declaration, and the record made at the Combined Hearing, (i) no class of creditors or interest holders is disadvantaged by the substantive consolidation of the OpCo Debtors' Estates or the DivestCo Debtors' Estates and (ii) such substantive consolidation of the OpCo Debtors' Estates and the DivestCo Debtors' Estates is justified, appropriate, and in the best interests of the Debtors, their Estates, creditors, and all other parties-in-interest.

FF. Tax Status of Trusts. The GUC Trust is intended to qualify as a "liquidating trust" within the meaning of Treasury Regulation Section 301.7701-4(d) and as described in U.S. Internal Revenue Service Revenue Procedure 94-45, 1994-2 C.B. 684, and, thus, as a "grantor trust" within the meaning of Sections 671 through 679 of the U.S. Internal Revenue Code of 1986, as amended, of which the respective beneficiaries of the GUC Trust are the grantors and the deemed owners of the underlying assets.

GG. Plan Supplement. The Plan Supplement complies with the Bankruptcy Code and the terms of the Plan, and the filing and notice of the documents included therein are good and proper in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, and no other or further notice is required. The documents included in the Plan Supplement are an integral part of this Confirmation Order and are incorporated herein by reference. Subject to the terms of the Plan (including, for the avoidance of doubt, any consent rights set forth or incorporated therein), and only consistent therewith, the Debtors' right to alter, amend, update, or modify, in each case in whole or in part, the Plan Supplement before the Effective Date is hereby reserved; *provided* that anything to the contrary herein notwithstanding, the Debtors shall not modify the ABL Exit Facility Documents without the express written consent

of the ABL Lenders. To the extent that any modifications to the Plan Supplement made to date are determined to be modifications to the Plan, in accordance with Bankruptcy Rule 3019, any such modifications do not (i) constitute material modifications of the Plan under Bankruptcy Code section 1127, (ii) require additional disclosure under Bankruptcy Code 1125, (iii) cause the Plan to fail to meet the requirements of Bankruptcy Code sections 1122 and 1123, (iv) materially and adversely change the treatment of any Claims or Interests, (v) require re-solicitation of any Holders of Claims or Interests, or (vi) require that any such Holders be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

HH. Plan Provisions and Plan Documents Valid and Binding. Upon entry of this Confirmation Order, each term and provision of the Plan is valid, binding, and enforceable pursuant to its terms. Any and all documents necessary to implement the Plan, including those contained in the Plan Supplement (subject to any consent rights under the Plan), have been negotiated in good faith and at arms'-length, and shall be, upon completion of documentation and execution and delivery, valid, binding, and enforceable agreements and not be in conflict with any federal or state law.

II. Executory Contracts and Unexpired Leases. Article VII of the Plan provides that, on the Effective Date, except as otherwise provided in the Plan, the Plan Supplement, or in any contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan, all Executory Contracts and Unexpired Leases shall be deemed rejected as of the Effective Date, except for: (i) the Assumed Executory Contracts and Unexpired Leases; (ii) Executory Contracts and Unexpired Leases that have been previously assumed or rejected by the Debtors pursuant to a Final Order; or (iii) Executory Contracts and Unexpired Leases that are the subject of a motion to assume filed on or before the Confirmation Date. The Debtors provided

sufficient notice to each non-Debtor counterparty to an Executory Contract or Unexpired Lease assumed, assumed and assigned, or rejected by the Debtors during the Chapter 11 Cases. Each assumption, assumption and assignment, and rejection of an executory contract or unexpired lease pursuant to Article VII of the Plan shall be legal, valid, and binding to the same extent as if such assumption, assumption and assignment, or rejection, as applicable, had been effectuated pursuant to an order of the Court under Bankruptcy Code section 365 entered before entry of this Confirmation Order. Moreover, the Debtors have cured, or provided adequate assurance that the Debtors or Reorganized Debtors will cure, defaults (if any) under or relating to each of the executory contracts and unexpired leases that are being assumed by the Reorganized Debtors pursuant to the Plan.

JJ. Settlement. The Plan constitutes a motion under Bankruptcy Rule 9019 for approval of the settlement contained therein (the "Settlement"). The evidence adduced at the Combined Hearing and the record in these Chapter 11 Cases establishes that the complexity of the Debtors' Chapter 11 Cases necessitate a global resolution among the Debtors, the Committee, the Plan Sponsor, the DIP Lenders, and Omega. The Debtors, along with their advisors, the Chief Restructuring Officer, and the Independent Manager, worked extensively, diligently and in good faith with the Committee, the Plan Sponsor, the DIP Lenders, and Omega to formulate, negotiate, and support a process that was fair and equitable to all parties-in-interest. To facilitate this process, the Debtors, the Committee, the Plan Sponsor, the DIP Lenders, and Omega participated in an extensive mediation process spanning several weeks under the supervision of the Honorable Jeffery W. Cavender, which ultimately led to the Settlement. The litigation of any of the contested issues, including the potential claims and causes of action that were the primary focus of the parties' mediation efforts, would have been costly and time consuming with uncertain outcomes

or likelihood of success, thereby reducing the Debtors' liquidity and value otherwise available for creditor recoveries. Each component of the Settlement is an integral, integrated, and inextricably linked part of the Plan, as without the Settlement, the Plan is not feasible. The Plan incorporates the terms of the Settlement, including the releases, exculpation, and injunction provisions provided pursuant to Article X of the Plan. The Debtors have met their burden of proving that the Settlement, and the treatment of Claims and Interests as provided therein, are fair, equitable, reasonable, and in the best interests of the Debtors, the Debtors' Estates, and stakeholders in satisfaction of Bankruptcy Rule 9019. Therefore, pursuant to Bankruptcy Code sections 105, 363, and 1123(b)(3) and Bankruptcy Rule 9019, on the Effective Date, the Settlement, shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies resolved pursuant to the Settlement.

KK. Releases, Exculpation, and Injunction Provisions. Article X.D.1 of the Plan describes certain releases granted by the Debtors (the "Debtor Release"), Article X.D.2 of the Plan provides for the release of the Released Parties by the Releasing Parties (the "Third-Party Release"), Article X.E of the Plan provides for exculpation for the Exculpated Parties (the "Exculpation"), and Article X.F of the Plan provides for an injunction (the "Injunction"). The Court has jurisdiction under 28 U.S.C. §§ 1334(a) and 1334(b) and authority under Bankruptcy Code section 105 to approve each of the Debtor Release, the Third-Party Release, the Exculpation, and the Injunction. Pursuant to Bankruptcy Rule 3020(c)(1), and for the reasons discussed herein and in the Confirmation Ruling, the Debtor Release, the Third-Party Release, the Exculpation, and the Injunction are hereby approved and will be effective immediately on the Effective Date without further order or action by the Court, any of the parties to such release, or any other Entity, subject

to the rights of certain parties to seek relief from the same as provided for herein and in the Confirmation Ruling.

LL. The Debtor Release. The Debtor Release is fair and necessary to the Plan. Based on the record made at the Combined Hearing, including the Confirmation Brief, the Jones Declaration, the Decker Declaration, and the Krakovsky Declaration, the Debtor Release (i) was given voluntarily and in exchange for the good and valuable consideration provided by the Released Parties; (ii) constitutes a good faith settlement and compromise of the Claims and Interests released by Article X.D.1 of the Plan; (iii) is a product of good-faith and arm's-length negotiations; (iv) represents an integral element to the Plan, the Settlement, and the resolution of the Chapter 11 Cases; (v) is in the best interests of the Debtors and their Estates; (vi) is fair, equitable, and reasonable; (vii) was given and made after due notice and opportunity for a hearing; (viii) constitutes a sound exercise of the Debtors' business judgment; (ix) is consistent with the Bankruptcy Code and applicable bankruptcy law; and (x) is 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. The Debtor Release appropriately offers protection to parties that constructively participated in the Debtors' restructuring efforts. Such protections from liability facilitated the participation of many of the Debtors' stakeholders in the negotiations and compromises that led to the Plan. Further, the failure to implement the Debtor Release would impair the Debtors' ability to confirm and implement the Plan. The scope of the Debtor Release is appropriately tailored under the facts and circumstances of the Chapter 11 Cases. In light of, among other things, the significant contributions made by, or on behalf of, the Released Parties to the Debtors' Estates and the critical nature of the Debtor Release to the Plan, the Debtor Release in Article X.D.1 of the Plan is appropriate and hereby approved.

MM. The Third-Party Release. The Third-Party Release is fair and necessary to the Plan. Based on the record made at the Combined Hearing, including Confirmation Brief, the Jones Declaration, the Decker Declaration, and the Krakovsky Declaration, and as set forth in the Confirmation Ruling, the Third-Party Release (i) constitutes a consensual release; (ii) was given voluntarily and in exchange for the good and valuable consideration by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (iii) constitutes a good faith settlement and compromise of the Claims released by Article X.D.2 of the Plan; (iv) is essential and necessary to confirmation of the Plan and resolution of the Chapter 11 Cases; (v) is in the best interests of the Debtors and their Estates; (vi) is fair, equitable, and reasonable; (vii) was given and made after due notice and opportunity for a hearing; (viii) is consistent with the Bankruptcy Code and applicable bankruptcy law; (ix) is appropriately narrow in scope; and (x) is a bar to any such Releasing Parties asserting any Released Claims against any of the Released Parties or their property. Because it is an express condition to the funding of settlement contributions provided under the Plan, the failure to implement the Third-Party Release would prevent the confirmation and implementation of the Plan. The scope of the Third-Party Release is appropriately tailored to the facts and circumstances of the Chapter 11 Cases and parties, including Holders of Claims and Interests in the Voting Classes and the Non-Voting Classes, received due and adequate notice of the Third-Party Release and the opportunity to opt out of and/or object to the Third-Party Release. In light of, among other things, the significant contributions made by, or on behalf of, the Released Parties to the Debtors' Estates and the critical nature of the Third-Party Release to the Plan, the Third-Party Release in Article X.D.2 of the Plan is an appropriate consensual third-party release and is hereby approved; *provided, however*, as further set forth in the Confirmation Ruling and any memorandum decision of this Court regarding

same, any creditor or interest-holder who did not (i) return a Ballot or opt-out election form or (ii) file an objection to the Third Party Release, that believes that its individual circumstances related to its ability to return a Ballot or opt-out election form opting out of the Third Party Release or to object to the Third Party Release are such that it should not be deemed to have consented to such Third Party Release as a result of such failure, may seek relief from this Court to exercise its rights and claims free of the Third Party Release by rebutting the presumption that its failure to return a Ballot or opt-out election form opting out of the Third Party Release or to object to the Third Party Release should be deemed to represent its consent to the Third Party Release. Any party seeking such relief must, in any pleading regarding this provision filed with the Court: (i) identify the claim(s) or types of claims the party wishes to pursue and (ii) identify the parties or the types of parties against such claims will be asserted.

NN. Exculpation. The Exculpation was proposed in good faith, given for good and valuable consideration, and is essential to the Plan. Specifically, the Exculpation affords protection to those parties who are estate fiduciaries and constructively participated in and contributed to the Debtors' chapter 11 process consistent with their duties under the Bankruptcy Code, and it is appropriately tailored to protect the Exculpated Parties from inappropriate litigation. The Exculpation granted under the Plan is reasonable in scope, as it does not relieve any party of liability for an act or omission to the extent such act or omission is determined by final order to constitute fraud, willful misconduct, or gross negligence. The Exculpation, including its carve-out for fraud, willful misconduct, or gross negligence, is appropriate and consistent with established practice in this jurisdiction and others. Accordingly, the Exculpation in Article X.E of the Plan is appropriate and hereby approved.

OO. Injunction. The Injunction provisions are essential to the Plan and are necessary to implement the Plan and to preserve and enforce the Debtor Release, the Third-Party Release, and the Exculpation. The Injunction provisions are appropriately tailored to achieve those purposes. Accordingly, the Injunction provisions in Article X.F of the Plan are appropriate and hereby approved; *provided, however*, that notwithstanding the language of the Injunction contained in the Plan, no complaint shall be required to be filed with this Court if the Court does not have jurisdiction to hear the claims sought to be asserted, other than the retention of jurisdiction provided in Article XI.A of the Plan.

PP. Retention of Jurisdiction. After the Effective Date, the Court shall retain jurisdiction over the matters arising in, under, and related to, the Chapter 11 Cases, as set forth in Article XI of the Plan. Among others, the Court shall retain jurisdiction over any suit brought on any claim or Cause of Action against a Released Party or an Exculpated Party in connection with any act taken or omitted to be taken in connection with, or related to, the Chapter 11 Cases, the DIP Facility, the formulation, negotiation, or implementation of the Plan, the solicitation of acceptances of the Plan, the pursuit of Confirmation of the Plan, the Confirmation of the Plan, the Consummation of the Plan, or the administration of the Plan or the property to be distributed under the Plan. The Court shall also maintain jurisdiction to determine whether any claim or Cause of Action to be asserted in any forum against a Released Party or Exculpated Party was released under the Plan or this Confirmation Order, and any party intending to file any such claim or Cause of Action, or to pursue any such claim or Cause of Action already filed, against a Released Party or Exculpated Party shall first obtain an order of this Court determining that such claim or Cause of Action was not released under the Plan or this Confirmation Order. The protections provided to the Released Parties or the Exculpated Parties shall be in addition to, and shall not limit, all other

releases, indemnities, injunctions, exculpations, and any other applicable law or rules protecting the Released Parties or the Exculpated Parties from liabilities. The Court shall also maintain jurisdiction to enter and implement orders to enforce the Injunction as may be necessary or appropriate to restrain interference by any Entity in connection with actions inconsistent with the Plan and the findings of fact and conclusions of law in this Confirmation Order.

QQ. Causes of Action. The provisions regarding the preservation of Causes of Action in the Plan, including the Plan Supplement, are appropriate, fair, equitable, and reasonable, and are in the best interests of the Debtors, the Estates, and Holders of Claims and Interests.

RR. Satisfaction of Conditions Precedent to Confirmation. The conditions precedent to Confirmation, as set forth in Article IX.A of the Plan, have been satisfied or waived in accordance with Article IX.A of the Plan.

SS. Likelihood of Satisfaction of Conditions Precedent to the Effective Date. The conditions precedent to the Effective Date, as set forth in Article IX.B of the Plan, have been or is reasonably likely to be satisfied or waived in accordance with Article IX.B of the Plan.

TT. Implementation. All documents necessary to implement the Plan and all other relevant and necessary documents (including, among others, the GUC Trust Agreement, the Unliquidated Claims Procedures, the New Governance Documents, the ABL Exit Facility Credit Agreement, the Restructuring Transactions Memorandum, the Backstop Note, and the Backstop Note Guaranty) are essential elements of the Plan and entry into and consummation of the transactions contemplated by each such document and agreement is in the best interests of the Debtors and their Estates. The Debtors have exercised reasonable business judgment in determining to enter into these documents and have provided sufficient and adequate notice of the material terms of the documents, including the identity and compensation of the GUC Trustee, to

all parties-in-interest in the Chapter 11 Cases. The documents have been negotiated in good faith and at arm's-length and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements.

UU. Disclosure of Facts. The Debtors have disclosed all material facts regarding the Plan, the Plan Supplement, and the adoption, execution, and implementation of the other matters provided for under the Plan involving corporate action to be taken by or required of the Debtors.

VV. Essential Element of the Plan. Each security issued under the Plan, the creation of the GUC Trust, and the issuance of the GUC Trust Interests are each an essential element of the Plan, necessary for Confirmation and Consummation of the Plan, and critical to the overall success and feasibility of the Plan. Entry into the instruments evidencing or relating to such securities, including the New Governance Documents and the GUC Trust Agreement, is in the best interests of the Debtors, their Estates, and all Holders of Claims or Interests. The Debtors have exercised reasonable business judgment in determining to enter into the instruments evidencing or relating to such securities, including the New Governance Documents, and have provided sufficient and adequate notice of the material terms of such instruments, which material terms were filed as part of the Plan Supplement. The terms and conditions of the instruments evidencing or relating to such securities, including the New Governance Documents and the GUC Trust Agreement, are fair and reasonable, and were negotiated in good faith and at arm's-length.

WW. Best Interests. Confirmation of the Plan is in the best interest of the Debtors, their Estates, Holders of Claims and Interests, and all other parties-in-interest.

ORDER

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED, DECREED, AND DETERMINED THAT:

1. Findings of Fact and Conclusions of Law. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent that any finding of fact is determined to be a conclusion of law, it is deemed so, and vice versa.

2. Adequacy of the Disclosure Statement. The Disclosure Statement is **APPROVED** on a final basis as containing "adequate information" within the meaning of Bankruptcy Code section 1125 and contains sufficient information of a kind necessary to satisfy the disclosure requirements of any applicable non-bankruptcy law, rules, and regulations.

3. Solicitation. The solicitation of votes on the Plan complied with the Solicitation Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, was done in good faith based on adequate information, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and applicable non-bankruptcy law.

4. Notice of the Combined Hearing. Notice of the Combined Hearing complied with the terms of the Solicitation Procedures Order, the Bankruptcy Code, and the Bankruptcy Rules, and was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases.

5. Confirmation of the Plan. The Plan, attached hereto as **Exhibit A**, is hereby approved in its entirety and **CONFIRMED** under Bankruptcy Code section 1129. The documents contained in the Plan Supplement are hereby authorized and approved. The terms of the Plan, including the Plan Supplement, are incorporated by reference into and are an integral part of this Confirmation Order. The Debtors and the GUC Trustee are each authorized to enter into and execute all documents and agreements related to the Plan (including all exhibits and attachments thereto and documents referred to therein and herein), and the execution, delivery, and

performance thereafter by the Debtors, the Reorganized Debtors, and the GUC Trustee are hereby authorized and approved.

6. Objections. All objections, responses to, statements, comments, and reservations of rights pertaining to the adequacy of the Disclosure Statement or Confirmation of the Plan that have not been withdrawn, waived, resolved, or settled are, except to the extent sustained in the Confirmation Ruling, overruled on the merits and all withdrawn objections are deemed withdrawn with prejudice.

7. Deemed Acceptance of Plan as Modified. The Debtors modified the Plan to address concerns raised by parties-in-interest and made certain nonmaterial clarifications. The Plan modifications were immaterial and comply with Bankruptcy Code section 1127 and Bankruptcy Rule 3019. Moreover, the Debtors' key constituents affected by such modifications support these changes. Accordingly, no additional solicitation or disclosure was required on account of the modifications and all Holders of Claims and Interests who voted to accept the Plan or who are conclusively presumed to accept the Plan are deemed to have accepted the Plan as modified, revised, supplemented, or otherwise amended (the "Plan Modifications"). No Holder of a Claim or Interest shall be permitted to change its vote because of the Plan Modifications.

8. Provisions of Plan Non-Severable and Mutually Dependent. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are (a) non-severable and mutually dependent; (b) valid and enforceable pursuant to their terms; and (c) integral to the Plan and this Confirmation Order, respectively, and may not be deleted or modified except in accordance with Article XII of the Plan.

9. Plan Classifications Controlling. The terms of the Plan shall solely govern the classification of Claims and Interests for purposes of the distributions to be made thereunder. The

classifications set forth on the Ballots tendered to or returned by the Holders of Claims in connection with voting on the Plan: (a) were set forth thereon solely for purposes of voting to accept or reject the Plan; (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of Claims under the Plan for distribution purposes; (c) may not be relied upon by any Holder of a Claim as representing the actual classification of such Claim under the Plan for distribution purposes; and (d) shall not be binding on the Debtors or the Reorganized Debtors except for voting purposes.

10. No Action Required; Corporate Action. On or before the Effective Date, as applicable, all actions contemplated under the Plan or the Plan Supplement shall be deemed authorized and approved in all respects, including implementation of the transactions contemplated by the Plan (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan involving the corporate structure of the Debtors or the Reorganized Debtors, as applicable, and any corporate action required by the Debtors or the Reorganized Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, or officers of the Debtors or the Reorganized Debtors, as applicable. On or (as applicable) prior to the Effective Date, the appropriate officers of the Debtors or the Reorganized Debtors, as applicable, shall be authorized to issue, execute, and deliver the agreements, documents, securities, and instruments contemplated under the Plan (or necessary or desirable to effect the transactions contemplated under the Plan) in the name of and on behalf of the Reorganized Debtors, including any and all agreements, documents, securities, and instruments.

11. Means for Implementation. The provisions governing the means for implementation of the Plan set forth in Article VI of the Plan shall be, and hereby are, approved in

their entirety and the Debtors are authorized to take all actions reasonably necessary to implement the Plan on the terms set forth in Article VI. Further, upon the Effective Date, the Debtors or Reorganized Debtors, as applicable, are authorized to make the payments or other distributions set forth in Article VIII of the Plan. To that end, in accordance with Bankruptcy Code section 1142(b), upon the entry of this Confirmation Order, the Debtors, the Reorganized Debtors, the GUC Trust, and the GUC Trustee, as applicable, each acting by and through its respective officers and agents, are authorized to take any and all actions necessary or appropriate to implement the Plan, including, without limitation, (a) transferring and assigning all assets held by the Debtors (other than the GUC Contribution and the D&O Claims) to the Reorganized Debtors or before the Effective Date, free and clear of all lies, claims, and encumbrances; (b) consummating the Settlement; (c) forming the GUC Trust, entering into the GUC Trust Agreement (substantially in the form included in the Plan Supplement), and complying with, and satisfying the obligations set forth under the GUC Trust Agreement; (d) complying with, and satisfying the obligations set forth under, the Plan; (e) complying with, and satisfying the obligations set forth under, the Unliquidated Claims Procedures; and (f) assigning the D&O Claims and Causes of Action, as applicable, in each case, without any further order of the Court. The GUC Trust shall be deemed for all purposes to have been created in connection with the Plan and this Confirmation Order. Subject to payment of any applicable filing fees under applicable nonbankruptcy law, each federal, state, commonwealth, local, foreign, or other governmental agency is authorized to accept for filing and/or recording any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Confirmation Order.

12. The DIP Facility. On the Effective Date, pursuant to the Final DIP Order, the repayment of the DIP Obligations pursuant to the Plan shall be indefeasible and not subject to avoidance, attack, disgorgement, recharacterization, or other challenge. For the avoidance of doubt, on the Effective Date, any challenges to the stipulations contained in paragraph E of the Final DIP Order are deemed overruled, the stipulations contained in paragraph E of the Final DIP Order are true and correct and hereby adopted, *Recovery Corp.'s Motion to Establish Standing to Challenge the Final DIP Financing Order* [Docket No. 433] and *Recovery Corp.'s Combined (a) Reply in Opposition to Standing Objections and (b) Motion for Relief from Final Financing Order under Federal Rule of Civil Procedure* [Docket No. 523] are denied (in each case, to the extent such motion has been modified or made applicable by this Court's *Order Granting Florida Claimants' Motion to Substitute Party* [Docket No. 614]). As of the Effective Date, the DIP Lenders shall be discharged and shall have no further obligation or liability except as expressly provided in the Plan and Confirmation Order, and after the performance by the DIP Lenders and its representatives and professionals of any obligations and duties arising thereunder. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, the DIP Facility and the DIP Credit Agreement shall continue in full force and effect after the Effective Date with respect to any obligations thereunder governing those provisions relating to the rights of the DIP Lenders to expense reimbursement, indemnifications, and other similar amounts (either from the Debtors, the Reorganized Debtors, or the DIP Lenders), and any provision that may survive termination or maturity of the DIP Facility in accordance with the terms thereof and no Claim or obligation with respect to the foregoing shall be subject to discharge or be released or shall be enjoined.

13. ABL Exit Facility. As contemplated in Article V.C.3 of the Plan, and as provided in Exhibit H of the Plan Supplement, this Confirmation Order (a) approved the ABL Exit Facility and all transactions contemplated thereby, (b) authorizes all actions to be taken, undertakings to be made, and obligations to be incurred by the Debtors and/or the Reorganized Debtors (as applicable) in connection therewith, including, without limitation, the payment of all reasonable and documented fees, indemnities, and expenses provided for therein, and (c) authorizes the Debtors and/or the Reorganized Debtors (as applicable) to enter into and execute definitive documents in connection with the ABL Exit Facility Documents. On the Effective Date, the Debtors and/or the Reorganized Debtors (as applicable) shall be and hereby are authorized to execute and deliver the ABL Exit Facility Documents and any related documents, and shall be and are authorized to execute, deliver, file, record, and issue any other notes, guarantees, deeds of trust, security agreements, documents (including UCC financing statements), amendments to the foregoing, or agreements in connection therewith, in each case without further notice to or order of the Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any entity, subject to any limitations set forth herein or in the Plan. The obligations of the Debtors and/or the Reorganized Debtors (as applicable and any subsidiaries or affiliates that are parties to the ABL Exit Facility Documents) under the ABL Exit Facility Documents shall be secured by a first priority lien in all of the Debtors' and/or the Reorganized Debtors' (as applicable, to the extent party to the ABL Exit Facility Documents, and any subsidiaries or affiliates that are parties to the ABL Exit Facility Documents) accounts, general intangibles related to accounts, payment intangibles, accounts receivable, deposit accounts and related assets (collectively, "Accounts"), consistent with the scope of collateral pledged under the ABL Credit Agreement and the Documentation Principles (as defined in the term sheet attached

to the Plan Supplement as Exhibit H (the "ABL Exit Facility Term Sheet") and subject to customary exclusions and permitted junior liens that are consistent with the Documentation Principles (as defined in the ABL Exit Facility Term Sheet). On the Effective Date, all of the Liens and security interests to be granted in accordance with the ABL Exit Facility Documents (a) shall be deemed to be granted in good faith, for legitimate business purposes, and for reasonably equivalent value, (b) shall be legal, binding, and enforceable Liens on, and security interests in, the collateral granted thereunder in accordance with the terms of the ABL Exit Facility Documents, (c) shall be deemed automatically perfected on the Effective Date and have a first priority, subject only to such Liens and security interests as may be permitted under the ABL Exit Facility Documents, and (d) shall not be subject to avoidance, recharacterization, or equitable subordination for any purposes whatsoever and shall not constitute preferential transfers, fraudulent transfers, or fraudulent conveyances under the Bankruptcy Code or any applicable non-bankruptcy law. On the Effective Date, the Allowed ABL Claims shall be immediately refinanced and repaid in full by means of a "cashless roll" on a dollar-for-dollar basis into the ABL Exit Facility.

14. Plan Transaction Restructuring. On or before the Effective Date, the Debtors or the Reorganized Debtors, as applicable, as applicable, shall take all applicable actions set forth in the Restructuring Transactions Memorandum and may take any additional action as may be necessary or appropriate to effectuate the Plan Transaction, and any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan Transaction that are consistent with and pursuant to the terms and conditions of the Plan and the Restructuring Transactions Memorandum, which shall be acceptable to the Plan Sponsor, the DIP Lenders, the ABL Lenders, the Omega Secured Parties, and the Committee, and which transactions may include, as applicable: (a) the

execution and delivery of the documentation necessary to effectuate the transfer and assignment of all assets held by the Debtors (other than the GUC Contribution or the D&O Claims) to the Reorganized Debtors on or before the Effective Date pursuant to Bankruptcy Code section 1123, free and clear of all liens, claims, and encumbrances; (b) the execution and delivery of appropriate agreements or other documents of merger, amalgamation, consolidation, restructuring, reorganization, conversion, disposition, transfer, arrangement, continuance, dissolution, sale, purchase, or liquidation containing terms that are consistent with the terms of the Plan and the Restructuring Transactions Memorandum and that satisfy the applicable requirements of applicable law and any other terms to which the applicable parties may agree; (c) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan the Restructuring Transactions Memorandum and having other terms to which the applicable parties agree; (d) the filing of appropriate certificates or articles of incorporation, reincorporation, formation, merger, consolidation, conversion, amalgamation, arrangement, continuance, dissolution, or other certificates or documentation pursuant to applicable law; (e) the execution and delivery of the New Governance Documents of each Reorganized Debtor; (f) the execution and delivery of the ABL Exit Facility Credit Agreement; (g) the assumption by the Debtors and assignment to the Reorganized Debtors of the Elderberry Facilities, the Omega Facilities, and the Welltower Facilities, each pursuant to the underlying leases and agreements, including the Omega Master Lease Documents and Omega Term Loan Documents, each as modified and agreed upon by the Omega Secured Parties; (h) the execution and delivery of the Backstop Note and the Backstop Note Guaranty; and (i) all other actions that the applicable Reorganized Debtors, with the consent of the DIP Lenders, the Omega Secured Parties, the ABL Lenders, and the Committee,

determine to be necessary or advisable, including making filings or recordings that may be required by applicable law in connection with the Plan. Notwithstanding anything to the contrary herein, the Plan, or any other document, all collateral referenced in respect of the performance of the obligations under the Omega Master Lease and the Welltower Master Lease shall be preserved and/or granted.

15. Transfer of Assets to the Reorganized Debtors. Except as otherwise provided in the Plan, this Confirmation Order, the Restructuring Transactions Memorandum, or any agreement, instrument, or other document incorporated herein or therein, or any agreement, instrument, or other document incorporated in the Plan or the Plan Supplement, the transfer of assets shall be effectuated as an asset sale under Bankruptcy Code section 1123 to the Reorganized Debtors on or before the Effective Date, pursuant to asset transfer documentation reasonably acceptable to the Plan Sponsor, the DIP Lenders, the Omega Secured Parties, the ABL Secured Parties, and the Committee. Pursuant to the foregoing, all property in each Debtor's Estate, all Causes of Action, and any property acquired by any of the Debtors under the Plan (other than the GUC Contribution and the D&O Claims) shall transfer to each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, except as otherwise provided in the Plan, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. For the avoidance of doubt, and notwithstanding anything to the contrary contained in the Plan, the Debtors shall not transfer or be deemed to have transferred to (or otherwise vest in) the Reorganized Debtors (a) the GUC

Contribution or (b) any claims or Causes of Action released pursuant to Article X.D of the Plan or exculpated pursuant to Article X.E of the Plan to the extent of any such exculpation.

16. No Successor Liability of Reorganized Debtors. The Reorganized Debtors shall, in all instances, constitute new purchaser entities to be formed prior to the Effective Date pursuant to the Restructuring Transactions Memorandum. Neither the Reorganized Debtors nor their affiliates shall be considered successors to the Debtors or their Estates by reason of any theory of law or equity, and none of the Reorganized Debtors or their affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their Estates, except as expressly assumed under the Plan or this Confirmation Order. Without limiting the generality of the foregoing, neither the Reorganized Debtors nor any of their affiliates shall be subject to successor or vicarious liabilities of any kind or character, including, without limitation, under any theory of antitrust, environmental, successor, or transfer liability, labor law, de facto merger, mere continuation, or substantial continuation, whether known or unknown as of the Effective Date, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, without limitation, liabilities on account of warranties, intercompany loans, receivables among the Debtors and their affiliates, and environmental liabilities. The Reorganized Debtors are not, and the consummation of the Plan Transaction shall not render the Reorganized Debtors, a mere continuation, and the Reorganized Debtors are not holding itself out as a mere continuation, of any of the Debtors or their respective Estates, enterprise, or operations, and there is no continuity or common identity between the Debtors and the Reorganized Debtors. Accordingly, the Plan Transaction does not amount to a consolidation, merger, or de facto merger of the Reorganized Debtors with or into any of the Debtors or their Estates and the Reorganized Debtors are not, and shall not be deemed to be,

a successor to any of the Debtors or their Estates as a result of the consummation of the Plan Transaction.

17. Preservation of Causes of Action. Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, in accordance with Bankruptcy Code section 1123(b), or, in the case of the D&O Claims, assigned to the GUC Trust, the Debtors shall convey to the Reorganized Debtors all rights to commence, prosecute, or settle, in their sole discretion, any and all Causes of Action, whether arising before or after the Petition Date, which shall transfer free and clear of all liens, claims, and encumbrances in the Reorganized Debtors pursuant to the terms of the Plan. Such Causes of Action shall include, without limitation, those Causes of Action set forth on the schedule filed with the Plan Supplement. The Reorganized Debtors may enforce all rights to commence, prosecute, or settle, in their sole discretion, any and all Causes of Action, whether arising before or after the Petition Date, and the Reorganized Debtors' rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date; *provided, however*, that any and all Causes of Action under chapter 5 of the Bankruptcy Code against Holders of General Unsecured Claims shall be settled, released, and waived by the Reorganized Debtors unless a creditor opts out of the Third-Party Release contained in Article X.D.2 of the Plan and pursues a non-Debtor for Claims and/or Causes of Action that arises from or relates to the Debtors and/or the Debtors' assets prior to the Petition Date. In such instance, the chapter 5 Claim or Cause of Action shall only be used defensively by the Reorganized Debtors to offset any amount determined to be owed by the non-Debtor, plus costs and expenses attendant to the same, and neither the Reorganized Debtors nor the GUC Trust shall receive any positive recovery in such scenario. The Reorganized Debtors or the GUC Trust (with respect to the D&O Claims) may

pursue such Causes of Action and may retain and compensate professionals in the analysis or pursuit of such Causes of Action to the extent the Reorganized Debtors or the GUC Trust deem appropriate in their sole discretion, including on a contingency fee basis. No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors, or the GUC Trust (with respect to the D&O Claims) will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan. Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Reorganized Debtors expressly reserve all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. The Reorganized Debtors reserve and shall retain the foregoing Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. The Reorganized Debtors or the GUC Trust (with respect to the D&O Claims) shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to, or action, order, or approval of, the Bankruptcy Court.

18. Assignment of D&O Claims/Causes of Action. The D&O Claims against the D&Os shall be assigned to the GUC Trust and may be pursued by the GUC Trustee subject to the

D&O Claim Limitations set forth in the Plan. For the avoidance of doubt, the D&O Claims shall not include any Claims or Causes of Action against the CRO or the Independent Manager.

19. Vesting of GUC Trust Assets. Pursuant to the Plan, and pursuant to Bankruptcy Code sections 1123(b)(3) and 1141(b)-(c), on the Effective Date, the GUC Trust Assets shall automatically vest in the GUC Trust free and clear of all Claims and Liens, subject only to the Allowed Claims of the Holders of GUC Trust Interests as set forth in the Plan and the expenses of the GUC Trust as set forth herein and in the GUC Trust Agreement. The GUC Trustee is authorized to take any action on behalf of the Debtors in the furtherance of the liquidation of the GUC Trust Assets, including executing any corporate action related to the liquidation of the GUC Trust Assets. On and after the Effective Date, the GUC Trust shall be authorized, without limitation, to use and dispose of the GUC Trust Assets in accordance with the terms of the Plan, to investigate and pursue any Causes of Action (other than any Cause of Action that has been released pursuant to the Plan and this Confirmation Order), and to otherwise administer its affairs, in each case without supervision or approval by the Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

20. Purpose of GUC Trust. On the Effective Date, the GUC Trust shall be established pursuant to the GUC Trust Agreement for the purpose of, among other things, (a) holding and administering the GUC Trust Assets, including pursuing the D&O Claims; (b) prosecuting any objections to Claims that the GUC Trustee deems appropriate and resolving such objections, pursuant to the Unliquidated Claim Procedures or otherwise; (c) retaining professionals or other advisors to assist in the performance of its duties; (d) making Distributions from the GUC Trust to Holders of Allowed General Unsecured Claims as provided for in the Plan and the GUC Trust Agreement; and (e) seeking enforcement of implementation of the provisions of the Plan or any

motions. The GUC Trust Agreement may establish certain powers, duties, and authorities in addition to those explicitly stated herein, but only to the extent that such powers, duties, and authorities do not affect the status of the GUC Trust as a liquidating trust for United States federal income tax purposes.

21. Appointment of GUC Trustee. In accordance with the Plan and terms of the GUC Trust Agreement, the appointment of Ryniker Consultants LLC as GUC Trustee is **APPROVED**. The Court shall have sole jurisdiction over claims and causes of action against the GUC Trustee (solely in its capacity as the GUC Trustee) arising out of the performance of the GUC Trustee's duties, and the GUC Trustee (in such capacity) may not be sued, or have claims asserted against him, in any other forum without leave of the Court. The GUC Trustee and any professionals retained by the GUC Trustee may be compensated by the GUC Trust in connection with any services provided to or on account of the GUC Trust from and after the Effective Date, subject to and in accordance with the terms of the Plan and the GUC Trust Agreement.

22. Tax Treatment and Reporting of GUC Trust. (A) All parties (including the GUC Trustee, the Debtors, and the GUC Trust Beneficiaries) shall report for all U.S. federal income tax purposes consistently with the treatment of the GUC Trust as a "liquidating trust" in accordance with Treasury Regulation Section 301.7701-4(d) and as described in IRS Revenue Procedure 94-45, 1994-2 C.B. 684, including treating the transfer of the GUC Trust Assets to the GUC Trust as (i) a deemed transfer of the GUC Trust Assets (subject to applicable liabilities and obligations) to the GUC Trust beneficiaries, followed by (ii) a deemed transfer of such assets by the GUC Trust beneficiaries to the GUC Trust; (B) accordingly, all parties shall treat the GUC Trust as a "grantor trust" within the meaning of sections 671 through 679 of the Tax Code of which the GUC Trust beneficiaries are the grantors and the deemed owners of the GUC Trust Assets; (C) all parties shall

report consistently with the valuation of the GUC Trust Assets transferred to the GUC Trust as determined by the GUC Trustee (or its designee) for all U.S. federal income tax purposes; (D) the GUC Trustee shall be responsible for filing returns for the GUC Trust as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a) and any other tax returns that may be required with respect to the GUC Trust; and (E) the GUC Trustee shall provide to the GUC Trust Beneficiaries a separate statement regarding the receipts and expenditures of the GUC Trust as relevant for U.S. federal income tax purposes and shall cooperate with reasonable requests from the GUC Trust beneficiaries for additional information for tax purposes.

23. Fees and Expenses of GUC Trustee. Any reasonable fees and expenses incurred by the GUC Trustee arising before the Effective Date shall constitute an Allowed Administrative Expense Claim; *provided* that, upon the occurrence of the Effective Date, all such fees and expenses shall be paid by the GUC Trust in accordance with the terms of the GUC Trust Agreement.

24. Settlement. The Settlement satisfies the requirements of Bankruptcy Rule 9019 and is approved. The compromises and settlements set forth in the Plan, including the Settlement, as reflected in the relative distributions to and recoveries of Holders of Claims and Interests under the Plan, are approved pursuant to Bankruptcy Rule 9019(a), and shall be effective immediately and binding on all parties-in-interest on the Effective Date. The Debtors and the GUC Trustee are authorized to take all actions required under the Plan, the Plan Supplement, and the GUC Trust Agreement to effectuate the Plan and the transactions contemplated therein. The terms of the Plan (including, without limitation, the Settlement), the Plan Supplement, and the GUC Trust Agreement, are incorporated herein by reference and are an integral part of this Confirmation Order. The terms of the Plan (including, without limitation, the Settlement), the Plan Supplement,

the GUC Trust Agreement, and all other relevant and necessary documents executed or to be executed in connection with the transactions contemplated by the Plan shall be effective and binding as of the Effective Date. Subject to the terms of the Plan, the Debtors may alter, amend, update, or modify the Plan Supplement and the GUC Trust Agreement before the Effective Date. The failure to specifically include or refer to any particular article, section, or provision of the Plan, the Plan Supplement, the GUC Trust Agreement, or any related document in this Confirmation Order does not diminish or impair the effectiveness or enforceability of such article, section, or provision and this Confirmation Order shall be interpreted as if such articles, sections, or provisions were included herein in their entirety.

25. Plan Supplement. The documents contained in the Plan Supplement are integral to the Plan and are approved by the Court.

26. Treatment of Executory Contracts and Unexpired Leases. Pursuant to Article VII of the Plan, on the Effective Date, each executory contract and unexpired lease not previously rejected, assumed, or assumed and assigned shall be deemed automatically rejected pursuant to Bankruptcy Code sections 365 and 1123, except for: (a) the Assumed Executory Contracts and Unexpired Leases; (b) Executory Contracts and Unexpired Leases that have been previously assumed or rejected by the Debtors pursuant to a Final Order; or (c) Executory Contracts and Unexpired Leases that are the subject of a motion to assume filed on or before the Confirmation Date. Entry of this Confirmation Order shall constitute a Court order approving the rejections, along with the assumptions and assumptions or assignments, as applicable, of such Executory Contracts or Unexpired Leases, as provided for in the Plan, pursuant to Bankruptcy Code sections 365(a) and 1123 effective as of the Effective Date. Each Executory Contract or Unexpired Lease assumed pursuant to the Plan or by Court order but not assigned to a third party before the Effective

Date shall be assigned to and be fully enforceable by the Reorganized Debtors in accordance with its terms, except as such terms may have been modified by the provisions of the Plan or any order of the Court authorizing and providing for its assumption or assumption and assignment under applicable federal law. Any motions to assume or reject Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by the Court on or after the Effective Date by a Final Order. To the maximum extent permitted by law, to the extent that any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned pursuant to the Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption or assumption and assignment by the Reorganized Debtors of such Executory Contract or Unexpired Lease, then such provision shall be deemed modified such that the transactions contemplated by the Plan and the Plan Supplement shall not entitle the non-Debtor party thereto to terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights with respect thereto.

27. Assumption of Collective Bargaining Agreements. Subject to Article VII of the Plan, the Reorganized Debtors shall assume the existing collective bargaining agreements by and between the OpCo Debtors and (a) United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, (b) District Council 86, American Federation of State, County, and Municipal Employees, AFL-CIO, and (c) District Council 87, American Federation of State, County and Municipal Employees, AFL-CIO, all of which are set forth in the Assumed Executory Contracts and Unexpired Leases List contained in the Plan Supplement.

28. Rejection of Harts Harbor Lease. Upon the earlier of (a) the date upon which Jacksonville Nursing Home, Ltd. (the "Harts Harbor Landlord") and the Debtors are prepared to

transfer operations of 11565 Harts Road Operations, LLC d/b/a Harts Harbor Health Care Center ("Harts Harbor") to a new operator to be selected by the Harts Harbor Landlord or (b) the Effective Date, that certain lease agreement dated August 10, 2017 by and among the Harts Harbor Landlord and Debtor Epsilon Health Care Properties, LLC (the "Harts Harbor Lease") shall be rejected. The Debtors shall file a motion with the Bankruptcy Court in advance of the Effective Date, seeking rejection of the Harts Harbor Lease and any other and further relief that may be necessary. To the extent the Debtors, the Harts Harbor Landlord, and any new operator cannot reach agreement on issues with respect to the rejection of the Harts Harbor Lease and/or the transfer of operations of Harts Harbor, the parties shall seek adjudication of any such disputes in the Bankruptcy Court. In connection with the ABL Exit Facility, Harts Harbor is authorized to assign its rights, title, and interest in any Accounts (collectively, the "Harts Harbor Accounts") to a new operator or other designee subject to the written consent of the Agent (as defined in the ABL Exit Facility Credit Agreement). Moreover, Harts Harbor shall be authorized to grant, and shall be deemed to have granted, liens on the Harts Harbor Accounts to secure, on a first priority basis, the obligations arising under the ABL Exit Facility Documents.

29. Welltower Cure Amount. As set forth in the Plan Supplement, the Debtors are assuming that certain *Lease Agreement* dated as of August 23, 2018 by and among Welltower NNN Group LLC ("Welltower") and QCPMT, LLC (the "Welltower Lease"). The agreed-upon cure amount with respect to the Welltower Lease is $137,500.

30. Cigna. Notwithstanding anything in this Confirmation Order to the contrary, unless Cigna (as defined in the *Objection of Cigna to Final Approval of Debtors' Disclosure Statement and Confirmation of Second Amended Joint Plan of Reorganization* [Docket No. 625] (the "Cigna Objection")) and the Debtors agree otherwise, the Debtors shall, not later than Noon Eastern Time

on the earlier of (a) December 9, 2024, and (b) seventy-five (75) days prior to the Effective Date, provide counsel to Cigna with written notice of the Debtors' irrevocable (subject to the occurrence of the Effective Date of the Plan) decision as to whether or not they propose to assume or reject each of the Cigna Payor Agreements (as defined in the Cigna Objection). Further, notwithstanding anything in this Confirmation Order or any notice related thereto to the contrary, the Cigna Payor Agreements shall not be assumed or rejected pursuant to this Confirmation Order. Assumption, rejection, and cure issues related to the Cigna Payor Agreements shall be resolved by agreement between Cigna, the Debtors, and the Reorganized Debtors and/or by further order of the Court.

31. AmeriHealth. *AmeriHealth Caritas North Carolina, Inc.'s Informal Cure Objection* [Docket No. 630] (the "ACNC Informal Cure Objection") is resolved between the Debtors and AmeriHealth Caritas North Carolina, Inc. ("ACNC") as set forth in this paragraph. Notwithstanding other provisions of this Confirmation Order, the ACNC agreements identified by the Debtors in the *Notice of Filing of First Amended Plan Supplement with Respect to the Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (Docket No. 630) entered into between ACNC and various Debtors shall only be assumed and assigned to the Reorganized Debtors under the following conditions, unless otherwise agreed to by ACNC on or before the Effective Date: (a) all cure amounts, if any, agreed to by and among the Debtors and ACNC shall be paid before the Effective Date; (b) the Reorganized Debtors shall continue to be enrolled as a North Carolina Medicaid provider after the Effective Date; (c) the assumption by the Debtors shall not be free and clear of the indemnification obligations owed to ACNC by the Debtors under the ACNC Agreements; and (d) ACNC explicitly reserves its right to assert any and all postpetition claims against the Debtors and their estates on account of services provided by ACNC to the Debtors and/or indemnification obligations owed to ACNC by the

Debtors under the ACNC Agreements prior to the Effective Date (collectively, "ACNC Postpetition Claims"), with the Debtors and their Estates explicitly reserving any and all rights to dispute such ACNC Postpetition Claims.

32. XL Insurance Policies. Notwithstanding anything to the contrary herein or in the Plan, including Article VII.G thereof, the Insurance Policies issued by Greenwich Insurance Company and XL Specialty Insurance Company (together, "XL") to the Debtors; specifically, the (a) a Commercial Automobile policy, Policy No. RAD943801204, having a policy period May 1, 2024 through May 1, 2025, and (b) a Workers Compensation and Employers Liability policy, Policy No. RWD3001407-06, having a policy period May 1, 2024 through May 1, 2025; shall be rejected effective as of the later of (i) the Effective Date and (ii) the date on which the Debtors have paid all premium and loss funding installment payments due thereunder. Neither the Plan or this Confirmation Order nor the Debtors' rejection of the Insurance Policies issued by XL as provided herein shall amend, modify, or alter in any way the obligations of (a) any insureds or additional insureds under such Insurance Policies that are not Debtors in these Chapter 11 Cases or (b) the insureds under any other insurance policies issued to entities that are not Debtors in these Chapter 11 Cases.

33. Workers' Compensation Plans. The automatic stay of Bankruptcy Code section 362(a), if and to the extent applicable, and any injunctions provided for herein or in the Plan are hereby lifted without further order of the Court to authorize (a) claimants to proceed with (i) their claims under the Debtors' workers' compensation program (the "Workers' Compensation Program") and/or (ii) direct action claims against insurers solely in accordance with applicable non-bankruptcy law, in each case whether arising prior to, on, or after the Petition Date, in the appropriate judicial or administrative forum, and with all of the Debtors' and insurers' respective

rights with respect to any payment or reimbursement of claims fully reserved and preserved; (b) any insurers and third party administrators to handle, administer, defend, settle and/or pay workers' compensation claims and direct action claims; and (c) any insurers and third party administrators providing coverage for or handling any workers' compensation claims or direct action claims to draw on and apply any and all collateral provided by or on behalf of the Debtors therefor without further order of the Court. For the avoidance of doubt, the term "Workers' Compensation Program" includes all workers' compensation Insurance Policies issued or providing coverage at any time to the Debtors, whether expired, current or prospective, and any agreements related thereto.

34. Chubb. Notwithstanding anything to the contrary in this Confirmation Order, the Plan, the Disclosure Statement, the Plan Supplement, and any other document related to any of the foregoing or any other order of the Bankruptcy Court (including, without limitation, any other provision that purports to be preemptory or supervening, purports to limit or impact a setoff or recoupment right, grants an injunction, discharge or release, confers Bankruptcy Court jurisdiction, or requires a party to opt out of any releases) on and after the Effective Date:

(a) nothing shall alter, modify, supplement, change, expand or diminish the rights, duties, obligations, and defenses of the ACE American Insurance Company, ACE Property and Casualty Insurance Company, Westchester Fire Insurance Company, Westchester Surplus Lines Insurance Company, Illinois Union Insurance Company, Indemnity Insurance Company of North America, Federal Insurance Company and/or any of their respective U.S.-based affiliates and predecessors (collectively, and solely in their capacities as insurers, and together with ESIS, Inc., "Chubb"), the Debtors (or, after the Effective Date, the Debtors' applicable successor, which, for the avoidance of doubt, does not include the Reorganized Debtors), or any other individual or entity, as applicable, under all insurance policies that have been issued at any time by Chubb to or providing coverage to any of the Debtors or any of their affiliates or predecessors, all extensions and renewals thereof, and all agreements, documents or instruments related thereto (each as amended, modified or supplemented and including any exhibit or addenda thereto, collectively, the "Chubb Insurance Program")

and any such rights and obligations shall be determined under the Chubb Insurance Program and applicable non-bankruptcy law, and to the extent the Debtors or insureds seek coverage or payment under the Chubb Insurance Program, Chubb shall be entitled, to apply, use, or set-off (each, in full dollars) the collateral or security that it holds pursuant to the terms of the Chubb Insurance Program, pursuant to subsection (b) hereof without the need for the Chubb Companies to file a Proof of Claim, Administrative Claim or to object to any cure amount; *provided, however,* if the collateral that Chubb holds is insufficient to satisfy such claim, Chubb may amend its currently filed Proofs of Claim, or otherwise tender a claim for an unsecured claim or Administrative Claim, as appropriate, for such amounts to the applicable Debtor or the GUC Trust and Chubb, the Debtors, and GUC Trust reserve all rights and defenses in connection therewith; *provided, however, further,* for the further avoidance of doubt, no successor to the Debtors, including the Reorganized Debtors, shall be an insured under the Chubb Insurance Program;

(b) the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in Article X of the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit: (i) claimants with workers' compensation claims or direct action claims against Chubb under applicable non-bankruptcy law to proceed with their claims against Chubb; (ii) Chubb to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against Chubb under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay and/or the injunctions set forth in Article X of the Combined Disclosure Statement and Plan to proceed with its claim, and (C) all costs in relation to each of the foregoing; (iii) Chubb to draw on or against, use or apply any or all of the collateral or security provided by or on behalf of the Debtors at any time and to hold the proceeds thereof as security for the obligations of the Debtors (or their successors) and/or apply such proceeds to the obligations of the Debtors (or their successors) under the Chubb Insurance Program, in such order as Chubb may determine; and (iv) Chubb to effectuate a setoff and/or assert any recoupment pursuant to the terms and conditions of the applicable insurance policy and/or applicable non-bankruptcy law;

(c) except as provided in Article VII.G of the Plan (with regard to the limited transfer of rights under certain Insurance Policies that may provide coverage for Claims in Classes 6A and 6B to the GUC Trust) none of the Debtors (or their successors, including the GUC Trust or the Reorganized Debtors) shall sell, assign, or otherwise transfer any of the Chubb Insurance Program and/or any rights, benefits, claims, rights to payment, recoveries, or proceeds thereunder except with Chubb's prior express written consent;

provided, however, for the avoidance of doubt, any transfer of rights pursuant to the Chubb Insurance Program to the GUC Trust, if any, pursuant to Article VII.G, shall transfer any and all obligations related to such assigned rights pursuant to the Chubb Insurance Program to the GUC Trust; *provided, further, however*, that all monetary obligations under the Chubb Insurance Program shall be satisfied pursuant to the provisions of subsection (a) hereof and the non-monetary obligations, if any, under the Chubb Insurance Program transferred to the GUC Trust shall be satisfied by the GUC Trust using commercially reasonable efforts to satisfy such obligations; *provided* that such compliance shall not cause the GUC Trust to incur more than minimal expenses, unless a further agreement is reached with the Chubb Companies regarding the payment of such expenses; *provided, further*, for the avoidance doubt, no insurance policy issued by Chubb or the rights, claims, and proceeds thereunder shall be transferred or assigned to the GUC Trust pursuant to Article VI.H;

(d) for the avoidance of doubt, any and all Claims that may be covered by or related to the Chubb Insurance Program or brought by or against Chubb shall be exempted from and not subject to the Unliquidated Claim Procedures; notwithstanding the foregoing, in the event that the GUC Trustee or Chubb determines through reasonable efforts that there is more than one Personal Injury Claim that is a Potentially Covered Claim (as that term is defined in the Unliquidated Claim Procedures) that may be covered by the same general liability or professional liability insurance policy and such insurance policy is part of the Chubb Insurance Program, the discovering party (*i.e.*, Chubb or the GUC Trustee) shall notify the other party (*i.e.*, Chubb or the GUC Trustee) of the existence of such Potentially Covered Claims within a commercially reasonable time of such discovery, and the GUC Trustee and Chubb shall confer in good faith regarding the handling, administration, and/or defense of such Potentially Covered Claims; and

(e) nothing in the second paragraph of Article X.F of the Plan (and any corresponding language in this Confirmation Order thereto) requires, precludes, and/or prohibits Chubb to or from administering, handling, defending, settling and/or paying claims covered by any Chubb Insurance Program in accordance with and subject to the terms and conditions of such Chubb Insurance Program and/or applicable non-bankruptcy law.

35. Rejection Bar Date. Claims created by the rejection of executory contracts or unexpired leases pursuant to the Plan must be filed with the Claims and Noticing Agent and served on counsel for the Reorganized Debtors or the GUC Trustee and its counsel no later than 30 days after the effective date of such rejection. Any Claims for rejection of executory contracts or

unexpired leases pursuant to the Plan for which a proof of claim is not filed and served within such time will be forever barred and shall not be enforceable against the Debtors or their Estates, assets, properties, or interests in property, or against the GUC Trust. Unless otherwise Ordered by the Court, all Claims arising from the rejection of Executory Contracts and Unexpired Leases shall be treated as Class 6A (OpCo General Unsecured Claims) or Class 6B (DivestCo General Unsecured Claims), as applicable, under the Plan.

36. Post-Petition Contracts and Leases. Contracts and leases entered into after the Petition Date by any Debtor, including any Executory Contracts and Unexpired Leases assumed by such Debtor, shall be performed by the applicable Debtor or the Reorganized Debtors in the ordinary course of their business. Accordingly, such contracts and leases (including any assumed Executory Contracts and Unexpired Leases that are assigned to the Reorganized Debtors) shall survive and remain unaffected by entry of this Confirmation Order.

37. Administrative Expense Claim Bar Date. Requests for payment of an Administrative Expense Claim that is not a General Administrative Claim must be Filed with the Court and served on the Reorganized Debtors no later than 30 days after the Effective Date. Unless the Reorganized Debtors or any other party-in-interest objects to an Administrative Expense Claim by the Administrative Expense Claims Objection Deadline, such Administrative Expense Claim shall be deemed Allowed in the amount requested. In the event that the Reorganized Debtors or any other party-in-interest objects to an Administrative Expense Claim, the Court shall determine the Allowed amount of such Administrative Expense Claim.

38. Professional Fee Reserve. As soon as practicable after Confirmation and not later than the Effective Date, the Debtors shall establish and fund the Professional Fee Reserve with Cash equal to the Professional Fee Estimate. The Professional Fee Reserve shall be maintained in

trust solely for the Professionals and for no other Entities until all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court. No liens, claims, or interests shall encumber the Professional Fee Reserve or Cash held in the Professional Fee Reserve in any way. Such funds shall not be considered property of the Estates, the Debtors, or the Reorganized Debtors. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals by the Reorganized Debtors, from the funds held in the Professional Fee Reserve as soon as reasonably practicable after such Professional Fee Claims are Allowed by an order of the Bankruptcy Court; *provided*, that the Reorganized Debtors' obligations to pay Allowed Professional Fee Claims shall not be limited nor be deemed limited to funds held in the Professional Fee Reserve. When all Professional Fee Claims Allowed by the Bankruptcy Court have been irrevocably paid in full to the Professionals pursuant to one or more Final Orders of the Bankruptcy Court, any remaining funds held in the Professional Fee Reserve shall promptly be released to the Reorganized Debtors without any further notice to or action, order, or approval of the Bankruptcy Court or any other Entity.

39. Professional Fee Claims Bar Date. Requests for payment of Professional Fee Claims must be filed with the Court no later than 45 days after the Effective Date and served on the Reorganized Debtors, the GUC Trustee, the requesting Professional, and the U.S. Trustee. Objections, if any, to Final Fee Applications of such Professionals must be filed and served on the Reorganized Debtors, the GUC Trustee, the requesting Professional, and the U.S. Trustee no later than 21 days from the date on which each such Final Fee Application is served and filed. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Court, the Allowed amounts of such Professional Fee Claims shall be

determined by the Court. Any Professional Fee Claim that is not asserted in accordance with Article IV.C of the Plan shall be deemed Disallowed under the Plan and shall be forever barred against the Debtors, their Estates, the GUC Trust, or any of their assets or property, and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process, or act to collect, offset, recoup, or recover such Claim and shall be subject to the Injunction.

40. Releases, Exculpation, and Injunction. The release, exculpation, discharge, injunction, and related provisions in Article X of the Plan shall be, and hereby are, approved and authorized in their entirety as modified by this Confirmation Order, including, but not limited to:

(a) Debtor Release. The Debtor Release set forth in Article X.D.1 of the Plan is hereby approved.

(b) Third-Party Release. The Third-Party Release set forth in Article X.D.2 of the Plan is hereby approved, as modified by this Confirmation Order.

(c) Exculpation. The Exculpation set forth in Article X.E of the Plan is hereby approved.

(d) Injunction. The Injunction set forth in Article X.F of the Plan is hereby approved, as modified by this Confirmation Order.

41. Substantive Consolidation. Pursuant to Article V.A of the Plan and based on the evidence adduced at the Combined Hearing and set forth in the Confirmation Brief and in the Jones Declaration, the terms of the Debtors' proposed substantive consolidation are approved. Specifically, the substantive consolidation of the OpCo Debtors' Estates (but not the OpCo Debtors themselves, except to the extent set forth in the Restructuring Transactions Memorandum) and Chapter 11 Cases for purposes of voting, distribution, and confirmation is approved. Separately, the substantive consolidation of the DivestCo Debtors' Estates (but not the DivestCo Debtors themselves, except to the extent set forth in the Restructuring Transactions Memorandum) and Chapter 11 Cases for purposes of voting, distribution, and confirmation is approved.

42. Florida Claimants. Pursuant to a settlement agreement (the "Florida Claimants Settlement Agreement") between the Florida Claimants (as defined in the *Order Granting Florida Claimants' Motion to Substitute Party* [Docket No. 614]), the Plan Sponsor, Healthcare Negligence Settlement Recovery Corp. ("Recovery Corp."), and the non-Debtor defendants to the Miami Action (as defined herein), the Florida Claimants have agreed to withdraw, among other things, its pending objections to the Plan and any and all pleadings filed and discovery sought in connection with these Chapter 11 Cases. In connection therewith, any ballots cast by the Florida Claimants and/or Recovery Corp. with respect to the Plan are deemed to be changed to accept the Plan. Such Florida Claimants and Recovery Corp. are bound by the Third-Party Release and Injunction provisions contained in the Plan, and any election on the ballots cast by the Florida Claimants and/or Recovery Corp. to "opt-out" of such provisions shall not be effective. As a condition precedent to the Effective Date, which cannot be waived without the consent of the Florida Claimants, the Settlement Consideration (as defined in the Florida Claimants Settlement Agreement) shall have been paid by the Plan Sponsor to the Florida Claimants by the date set forth in the Florida Claimants Settlement Agreement.

43. Miami Action. The "Miami Action" (captioned *Healthcare Negligence Settlement Recovery Corp. v. 5405 Babcock Street Operations, LLC, et al.*, Case No. 2024-007342-CA in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida) shall be dismissed with prejudice within three business days of the date of payment of the Settlement Consideration to the Florida Claimants as set forth in the Florida Claimants Settlement Agreement. The Reorganized Debtors are authorized to take any action necessary or appropriate to effectuate the foregoing, and the Florida Claimants and Recovery Corp., as well as their counsel, agree to provide any cooperation necessary or appropriate therewith.

44. Provisions Governing Distributions. The distribution provisions of Article VIII of the Plan shall be, and hereby are, approved in their entirety. Except as otherwise set forth in the Plan or this Confirmation Order, the Distribution Agent shall make all distributions required under the Plan. The timing of distributions required under the Plan or this Confirmation Order shall be made in accordance with and as set forth in the Plan or this Confirmation Order, as applicable.

45. Provisions for Resolving Disputed, Contingent, and Unliquidated Claims. The procedures for resolving contingent, unliquidated, and disputed Claims contained in Article VIII.J of the Plan shall be, and hereby are, approved in their entirety. To the extent any Proof of Claim filed in the Chapter 11 Cases is disputed, the Debtors or the Reorganized Debtors, as applicable, must provide notice to the Court regarding whether such Claim will need to be addressed by the Court.

46. Unliquidated Claim Procedures. The Unliquidated Claim Procedures for submitting, resolving, and making distributions with respect to Unliquidated Claims provided for in the Plan Supplement shall be, and hereby are, approved in their entirety. Notwithstanding anything to the contrary in this Confirmation Order or the Plan, (a) the Unliquidated Claim Procedures shall not apply to workers compensation claims, and (b) liquidation of a claim under a workers' compensation plan pursuant to the procedures described in this paragraph shall not result in such claim being an Allowed Claim under the Plan.

47. Utility Order. On or as reasonably practicable after the Effective Date, and only after all postpetition, but pre-Effective Date, Claims on account of utility services have been paid and any disputes with respect to such Claims have been resolved, the Reorganized Debtors are authorized to withdraw the funds held in the segregated escrow account pursuant to the *Final Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment;*

(II) Establishing Procedures for Resolving Objections by Utility Providers; and (III) Prohibiting Utility Providers from Altering, Refusing or Discontinuing Service [Docket No. 173] (the "Final Utility Order"), and the Reorganized Debtors shall have no further obligations to comply with the Final Utility Order. If applicable, all utilities, including any Person or Entity that received a deposit or other form of adequate assurance of performance under Bankruptcy Code section 366 during the Chapter 11 Cases in compliance with the Final Utility Order or otherwise, must return such deposit or other form of adequate assurance of performance to the Debtors or the Reorganized Debtors, as the case may be, on or before the Effective Date, *provided* that any such utility, with the Reorganized Debtors' consent, may apply such deposit or other form of adequate assurance of performance to the Reorganized Debtors' account within 30 days after the Effective Date.

48. Resident Medical Records. All of the Debtors' facilities use an electronic medical record program, and the complete electronic medical record of all residents is maintained by the Debtors. On the Effective Date, the Reorganized Debtors shall assume all the electronic medical records (the "Resident Medical Records") in the possession of the Debtors and maintain them as long as is required, in accordance, with all statutory requirements.

49. Governmental Approvals. Each federal, state, commonwealth, local, foreign, or other governmental authority is hereby authorized to accept any and all documents, mortgages, deeds of trust, security filings, financing statements, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Confirmation Order. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any governmental authority with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.

50. Special Provisions Regarding United States. As to the United States, its agencies, or any instrumentalities thereof (collectively, the "United States"), notwithstanding anything contained in the Plan, Plan Supplement, or this Confirmation Order to the contrary, and in conjunction with Confirmation of the Plan:

(a) the Reorganized Debtors, as purchaser entities pursuant to the Plan, are authorized to maintain the Debtors' respective Medicare provider agreements held with the United States Department of Health and Human Services ("HHS"), subject to any regulatory approval that may be required;

(b) the treatment of the Medicare provider agreements shall at all times comport fully with the conditions, terms, and requirements of all laws. Each Medicare provider agreement shall remain intact, including but not limited to: the regulatory compliance history; the right to receive from HHS any and all Medicare underpayments that may have occurred at any time (including prior to the Effective Date); and liability to HHS for any and all Medicare overpayments received by the Debtors or the Reorganized Debtors as purchaser entities pursuant to the Plan, at any time, solely as determined by HHS itself or its contracted Medicare Administrative Contractors or Recovery Audit Contractors and regulatory penalties solely as determined by Form CMS 2567 issued by a State survey agency that may have occurred at any time (subject to any rights or defenses of the Debtors or Reorganized Debtors under applicable law);

(c) on or before the Effective Date, HHS shall be paid the following finalized penalty amounts, in a manner to be specified by HHS: for the skilled nursing facility The Oaks at Sweeten Creek (provider 34-5477), penalty #2024-04-LTC-461 in the amount of $162,353.50; and for the skilled nursing facility The Oaks Rehabilitation and Healthcare Center (provider 25-5261), penalty #2024-04-LTC-320 in the amount of $4,475.25;

(d) each of the Reorganized Debtors that purchases assets of a Debtor who is obligated under the CMC II Settlement (as defined in the *Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 17], ¶ 34) shall be substituted for such Debtor as a party thereto in the same capacity as such Debtor solely to the fullest extent of such Debtor's obligations to the United States and its agencies; for the avoidance of doubt, nothing herein shall modify the terms of the CMC II Settlement otherwise, or affect or modify the obligations of any other party thereto;

(e) nothing in the Plan or this Confirmation Order shall limit or be intended to or be construed to bar the United States from pursuing any police or regulatory action or any criminal action against the Debtors;

(f) nothing in the Plan or this Confirmation Order shall allow for the assumption, assignment, sale, or other transfer of any (a) grants, (b) grant funds, (c) awards, (d) employee retention tax credits ("ERCs"), (e) advances, or (f) any other non-routine payment or relief to the Debtors funded by the United States based, in whole or in part, on the COVID-19 Pandemic (collectively, the "Provider Relief Funds") and nothing shall preclude the United States from pursuing any action therefore against the Debtors;

(g) nothing in the Plan or this Confirmation Order shall cause rejection damage claims to have to be filed before the Governmental Bar Date or alter the priority and treatment of such rejection damage claims under the Bankruptcy Code;

(h) nothing in this paragraph or the Plan limits or expands the scope of discharge under sections 524 and 1141 of the Bankruptcy Code;

(i) nothing shall authorize the assumption, assignment, sale, or other transfer of any federal contract or any other interests belonging to the United States (collectively, the "Federal Interests") without compliance with all terms of the Federal Interests and with all applicable non-bankruptcy law;

(j) nothing shall be interpreted to set cure amounts related to any Federal Interests or to require the United States to novate, approve, or otherwise consent to the assumption, assignment, sale, or other transfer of any Federal Interests;

(k) nothing shall be construed as a compromise or settlement of any liability, Claim, Cause of Action, or interest of the United States;

(l) nothing shall affect any valid right of setoff of the United States against any of the Debtors (solely to the extent such rights arose prior to the Effective Date) or the Reorganized Debtors (solely to the extent such rights arose on or after the Effective Date); *provided, however*, that the rights and defenses (other than any rights or defenses based on language in the Plan or this Confirmation Order that may extinguish or limit setoff rights) of the Debtors or the Reorganized Debtors, as applicable, with respect thereto are fully preserved;

(m) nothing shall affect any valid right of recoupment of the United States; *provided, however*, that the rights and defenses (other than any rights or defenses based on language in the Plan or the Confirmation Order that may

extinguish or limit recoupment rights) of the Debtors or the Reorganized Debtors, as applicable, with respect thereto are fully preserved;

(n) nothing shall confer exclusive jurisdiction to the Bankruptcy Court except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code);

(o) nothing shall discharge, release, exculpate, impair, or otherwise preclude: (i) any obligation to the United States that is not a "claim" within the meaning of section 101(5) of the Bankruptcy Code; (ii) any Claim of the United States arising on or after the Effective Date; (iii) any liability under policy or regulatory statutes or regulations to the United States as the owner, lessor, lessee, or operator of property that such Entity owns, operates, or leases after the Effective Date; (iv) the refiling of a notice of federal tax lien to maintain perfection of the lien; or (v) any liability owed to the United States by any non-Debtor, including the non-Debtor Released Parties and Exculpated Parties; *provided, however*, that the foregoing shall not (a) diminish the scope of any exculpation to which any Person is entitled under section 1125(e) of the Bankruptcy Code or (b) limit the scope of discharge under sections 524 and 1141 of the Bankruptcy Code;

(p) nothing shall enjoin or otherwise bar the United States from asserting or enforcing, outside the Bankruptcy Court, any liability described in the preceding clause (m); *provided, however*, that the non-bankruptcy rights and defenses of all Entities with respect to (i)-(v) in clause (m) are likewise preserved;

(q) nothing shall constitute or be deemed an approval or consent by the United States;

(r) nothing shall waive, alter, or otherwise limit the United States' property rights; and

(s) nothing shall modify the scope of section 525 of the Bankruptcy Code.

Further, in the event of an inconsistency or conflict between any provision of any of the Definitive Documents other than this Confirmation Order and any provision of this Confirmation Order, then, as to the United States, the provisions of this Confirmation Order shall control.

51. Transfer of Provider Agreements. For the avoidance of doubt, if the Reorganized Debtors accept assignment of the Debtors' Medicare provider agreements, after assignment, the GUC Trust shall have no liability for any Claims arising under the Medicare provider agreements

(including, but not limited to, any overpayments received by the Debtors or Civil Money Penalties assessed against the Debtors) where the Reorganized Debtors are liable under Medicare law (including, but not limited to, 42 C.F.R. § 489.18) for such Claims as the assignee of the Medicare provider agreements. In the event that it is determined that the transactions contemplated hereunder were not a transfer of all of any Debtor's right, title, and interest in any Accounts and/or agreements with any Third Party Payor (as defined in the ABL Exit Facility Credit Agreement) (including, without limitation, any Accounts generated in a Debtor's name prior to the Effective Date and thereafter pending issuance to such Reorganized Debtor of a "tie-in" notice with respect to such Debtor's existing Medicare provider number and provider agreement from the Center for Medicare and Medicaid Services or, with respect to Medicaid, a new Medicaid provider participation agreement, such Debtor shall be authorized to grant, and shall be deemed to have granted, liens on its Accounts (whether generated prior to the Effective Date or thereafter) to secure, on a first priority basis, the obligations arising under the ABL Exit Facility Documents without the necessity of execution, filing, or recording of any financing statement or other instrument or document that may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action to validate or perfect such liens or the priority contemplated hereby.

52. VA Contracts. To the extent that the Debtors intend to assume and/or assign any contracts to which the United States Department of Veterans Affairs (the "VA") is a party (the "VA Contracts"), the Debtors shall first obtain the VA's consent prior to assumption and/or assignment of the VA Contracts.

53. Internal Revenue Service. As to the Internal Revenue Service (the "IRS"), notwithstanding anything contained in the Plan, Plan Supplement, or this Confirmation Order to the contrary, and in conjunction with Confirmation of the Plan:

(a) pursuant to 28 U.S.C. § 960, all federal taxes accruing post-petition shall be paid on or before the due date under applicable nonbankruptcy law, and all tax returns required to be filed shall be filed on or before the due date under applicable nonbankruptcy law. Nothing herein or in the Plan shall modify the Reorganized Debtors' obligation to timely file all federal tax returns or IRS Forms, timely make federal tax deposits, and pay all resulting taxes that come due for prepetition or post-petition tax periods. Within thirty (30) days after the Effective Date, the Reorganized Debtors shall file any outstanding federal tax returns that came due under applicable nonbankruptcy law, or provide proof sufficient to the IRS that Debtor is not required to file any federal tax return or form for such period(s). Nothing herein or in the Plan shall modify or waive the right of the IRS to assess any additional tax or applicable penalty in relation to the untimely filing of a pre-Effective Date return or the Reorganized Debtors' obligation to pay same, including the right to assess any trust fund recovery penalties against responsible persons. The IRS expressly reserves all rights with respect to (i) the Debtors' requests for abatement of penalties and interest as to the liabilities associated with any pre-Effective Date return, and (ii) all past and pending ERC claims asserted by the Debtors;

(b) the Debtors and the Reorganized Debtors reserve all rights, claims, and defenses with respect to any and all Secured Tax Claims and/or Priority Tax Claims asserted by the IRS and, unless otherwise waived by the Plan Sponsor, the amount of the IRS' Secured Tax Claims and/or Priority Tax Claims shall have been determined by Final Order prior to the Effective Date, the results of which shall be acceptable to the Plan Sponsor in its sole discretion;

(c) nothing shall require the IRS to file a request for payment of an administrative expense in order to receive payment for any liability described in Bankruptcy Code section 503(b)(1)(B) and (C) in accordance with Bankruptcy Code section 503(b)(1)(D). To the extent that any allowed IRS claim under Bankruptcy Code section 503, if any, is not paid in cash in full on or prior to the Effective Date, such administrative claim shall accrue interest and penalties as provided by non-bankruptcy law until paid in full;

(d) the Reorganized Debtors shall satisfy all Priority Tax Claims held by the IRS in Cash pursuant to Article IV.B; *provided, however*, that any Allowed Priority Tax Claim held by the IRS that has not been paid in full on or before the 5th anniversary of the Filing of the Chapter 11 Cases, shall be paid with

a final balloon payment on the 5th anniversary of the Filing of the Chapter 11 Cases, unless the IRS agrees to a longer payment term in writing after the Confirmation Date;

(e) interest on the Secured Tax Claims and Priority Tax Claims held by the IRS shall accrue daily at the rate of 8% per annum, unless at the Confirmation Date a different rate applies under 11 U.S.C. § 511, 26 U.S.C. § 6621, and any applicable Revenue Ruling;

(f) nothing contained herein or in the Plan shall be deemed to determine the tax liability of any person or entity, including but not limited to the Debtors and the GUC Trust, nor shall the Plan or Confirmation Order be deemed to have determined the federal tax treatment of any item, distribution, or entity, including the federal tax consequences of the Plan, nor shall anything in the Plan or Confirmation Order be deemed to have conferred jurisdiction upon the Bankruptcy Court to make determinations as to federal tax liability and federal tax treatment, except as provided under Bankruptcy Code section 505;

(g) the Plan shall not release any non-debtor party, or bar or enjoin the IRS from the assessment and collection of any taxes owed, including any trust fund recovery penalties;

(h) any discharge of the claims of the IRS shall not be effective until all payments provided for the IRS contemplated within the Plan and the Confirmation Order have been made;

(i) nothing shall affect the rights of the IRS to assert setoff and recoupment and such rights are expressly preserved. Any overpayments, refunds, or credits to which the Reorganized Debtors may become entitled for any reason before completion of the payment of the federal taxes, penalties and interest under the Plan may be credited against the payments that are required to be made under the Plan by the Reorganized Debtors; and

(j) the Reorganized Debtors and the GUC Trust may prepay or accelerate payments to the IRS.

54. Powerback Rehabilitation. Powerback Rehabilitation, LLC d/b/a Powerback Rehabilitation f/k/a Genesis Eldercare Rehabilitation Services, LLC d/b/a Genesis Rehabilitation Services ("Powerback") presented informal comments to the Debtors about the Disclosure Statement and Plan which have been resolved as set forth in this paragraph. Powerback filed two proofs of claim in connection with these cases: (a) an unsecured claim related to unpaid amounts

for prepetition services under a Therapy Services Agreement with some of the Debtors (the "Powerback TSA Claim"); and (b) an unsecured claim related to unpaid amounts under a prepetition Note Agreement with some of the Debtors (the "Powerback Note Claim"). As set forth in the Disclosure Statement and Plan, the Powerback Note Claim is subject to a Subordination Agreement (the "Subordination Agreement") between Powerback, certain Debtors, and OHI Mezz Lender, LLC ("OHI Mezz"), under which OHI Mezz is entitled to any proceeds received in connection with the Powerback Note Claim and is entitled to make determinations as to the treatment of the Powerback Note Claim in bankruptcy proceedings subject to certain exceptions not applicable here. OHI Mezz has exercised its rights under the Subordination Agreement and agreed that no distribution will be made to it or Powerback under the Powerback Note Claim; a decision that Powerback does not contest is within OHI Mezz's discretion. Furthermore, as part of the Settlement among the parties thereto as reflected in the Plan and as an express condition of confirmation, Powerback will receive no distributions in connection with the Powerback TSA Claim. Notwithstanding anything in the Disclosure Statement, Plan, Plan Supplement, this Confirmation Order, or any other filing in connection therewith to the contrary, Powerback shall not be treated as holding a Class 5 Go-Forward Trade Claim as Powerback has not entered into a Go-Forward Trade Contract or other agreement with the Debtors, Plan Sponsor (or designee) for provision of services by Powerback after the transition of the facilities. The Powerback TSA Claim shall be classified as a Class 6C Claim, but subject to the treatment set forth herein. After significant discussions and negotiations and a comprehensive review of the relevant considerations since the filing of the Disclosure Statement and Plan, Powerback will not exercise its right to object to the Settlement to the extent it provides that that it will receive no distribution in connection with the Powerback TSA Claim, based upon the following factors and other considerations: (a) an

express condition of the Settlement with the Committee is that Powerback will receive no distribution under the Plan and the Committee will support confirmation of the Plan; (b) Powerback's belief that the Plan and the terms of the Settlement between the parties thereto are the best outcome of these cases and the risk that alternatives (including but not limited to significant litigation with the attendant costs, the possibility of conversion to Chapter 7 cases, and the risk of closure to the residents of the facilities if the Plan is not confirmed) are materially worse for Powerback and the residents than confirmation of the Plan, and very likely would mean that in such event Powerback would not receive any distribution on the Powerback TSA Claim in those possible alternatives; (c) the risk that the Plan (or a modified plan with the same treatment of the claim) would be confirmed over Powerback's objection; (d) the costs to Powerback of pressing an objection to the Disclosure Statement and Plan or defending an objection to the Powerback TSA Claim; (e) resolution of a dispute regarding the amounts due to Powerback for ongoing post-petition services; and (f) the Plan lessens the risk to Powerback of possible future litigation in these cases and reduces the likelihood that Powerback would have to expend funds to address discovery. While Powerback shall not be treated as holding a Class 5 Go-Forward Trade Claim, Powerback and the Plan Sponsor have entered into discussions about an agreement for the provision of services after the transition of the facilities, and the parties intend to continue those discussions with Powerback understanding that the Plan Sponsor's ultimate decision as to the provider of future therapy services will be subject to a voluntary competitive process including proposals from other providers so that the Plan Sponsor will make a decision independent of the Plan, based upon its review of the possible alternatives and the best interests of the residents in conjunction with all applicable requirements. Powerback also has continued to provide services to certain Debtors

post-petition, and nothing in this Confirmation Order, the Disclosure Statement, or Plan shall affect Powerback's administrative claim or other right to payment for such post-petition services.

55. Dissolution of the Committee. The Committee shall continue in existence until the Effective Date to exercise those powers and perform those duties specified in Bankruptcy Code section 1103 and shall perform such other duties as it may have been assigned by the Court prior to the Effective Date. Upon the occurrence of the Effective Date, the Committee shall dissolve automatically, whereupon its members, professionals, and agents shall be discharged and released from any duties and responsibilities in the Chapter 11 Cases and under the Bankruptcy Code, except with respect to (a) obligations arising under confidentiality agreements, which shall remain in full force and effect, (b) prosecuting applications for payment of fees and reimbursement of expenses of its Professionals or attending to any other issues related to applications for payment of fees and reimbursement of expenses of its Professionals, (c) any motions or motions for other actions seeking enforcement of implementation of the provisions of the Plan, and (d) prosecuting or participating in any appeal of the Confirmation Order or any request for reconsideration thereof.

56. Termination of the Patient Care Ombudspersons' Duties. On the Effective Date, the duties, responsibilities, and obligations of the Patient Care Ombudspersons in connection with the Chapter 11 Cases shall be terminated. Nothing herein shall in any way limit or otherwise affect the Patient Care Ombudspersons' obligations of confidentiality under confidentiality agreements, if any, under Bankruptcy Code section 333.

57. Conditions Precedent to Confirmation. The Plan shall not become effective unless and until the conditions set forth in Article IX.A of the Plan have been satisfied or waived pursuant to Article IX.A of the Plan.

58. Conditions Precedent to Effective Date. The Plan shall not become effective unless and until the conditions set forth in Article IX.B of the Plan have been satisfied or waived pursuant to Article IX.B of the Plan. Prior to the Effective Date, the Debtors and their officers, directors, agents, affiliates, and advisors are authorized to take any and all actions necessary to cause the satisfaction of all conditions to the Effective Date.

59. Modifications or Amendments. The provisions governing the modification, revocation, or withdrawal of the Plan set forth in Article XII.A of the Plan shall be, and hereby are, approved in their entirety.

60. Officers and Directors. Pursuant to and to the extent required by Bankruptcy Code section 1129(a)(5), on the Effective Date, any term of existing board of directors and officers of the Debtors will expire and Timothy Lehner (the Debtors' current President) shall be re-appointed as the sole officer of the Debtors, and is expected to serve in such capacity until the Debtors are dissolved as contemplated under the Plan. Synergy is expected to provide back-office management services to the Reorganized Debtors on and after the Effective Date. In the event that Mr. Lehner resigns prior to the Effective Date or is otherwise unable to serve in such capacity, the Debtors shall file a notice on the docket designating his replacement at least ten days prior to the Effective Date.

61. Cancellation of Existing Stock and Agreements. On the Effective Date, all notes, instruments, certificates, credit agreements, indentures, securities and other documents evidencing or governing Claims or Interests (other than those Claims or Interests Reinstated under the Plan) shall be cancelled and the rights of the Holders thereof and obligations of the Debtors thereunder or in any way related thereto shall be deemed satisfied in full, cancelled, discharged, and of no force or effect. Holders of or parties to such cancelled instruments, Securities, and other

documentation will have no rights arising from or relating to such instruments, Securities, and other documentation, or the cancellation thereof, except the rights, distributions, and treatment provided for pursuant to this Plan or the Confirmation Order. Nothing contained herein shall be deemed to cancel, terminate, release or discharge the obligations of the Debtors or any of their counterparts under any Executory Contract or Unexpired Lease to the extent such Executory Contract or Unexpired Lease has been assumed by the Debtors pursuant to a Final Order or the Plan.

62. Payment of Statutory Fees. All fees payable through the Effective Date pursuant to 28 U.S.C. § 1930 shall be paid by the Debtors or the Reorganized Debtors, as applicable, on or as soon as practicable after the Effective Date. On or as soon as practical after the Effective Date, all of the Chapter 11 Cases shall be closed except for the lead case (Case No. 24-55507 (PMB)) (the "Lead Case"). The Reorganized Debtors shall (a) file (i) any pre-confirmation monthly operating reports not Filed as of the Effective Date in conformance with the U.S. Trustee Guidelines and (ii) any post-confirmation reports for the quarterly period during which the Chapter 11 Cases are closed as set forth herein, and (b) pay Statutory Fees to the U.S. Trustee in accordance with 28 U.S.C. § 1930 for such periods; *provided, however*, that the GUC Trustee shall pay such Statutory Fees to the U.S. Trustee for such period solely with respect to Distributions made by the GUC Trust during such period. Thereafter, until the Lead Case is closed or converted and/or the entry of a final decree, the GUC Trustee shall File post-confirmation quarterly reports for the Lead Case and the GUC Trust and pay Statutory Fees to the U.S. Trustee in accordance with 28 U.S.C. § 1930 arising from distributions made by the GUC Trust as well as the minimum Statutory Fee ($250) for the Lead Case; *provided, however,* that, in the event the GUC Trustee fails to fulfill the foregoing obligations for the Lead Case, Debtor LaVie Care Centers, LLC shall be responsible for

Filing post-confirmation quarterly reports for the Lead Case only and paying Statutory Fees associated with the Lead Case only. The U.S. Trustee shall not be required to File a request for payment of its quarterly fees, which shall be deemed an Administrative Expense Claim against the Debtors and their Estates. The GUC Trust shall have no other responsibility except as specifically set forth herein with respect to the remaining open case.

63. Exemption from Transfer Taxes. To the maximum extent provided by Bankruptcy Code section 1146(a), any transfers of property pursuant hereto shall not be subject to any stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, personal property tax, sales tax, use tax, privilege tax, or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate federal, state or local government officials or agents to forgo the collection of any such tax or governmental assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment. Such exemption specifically applies, without limitation, to (a) the creation of any mortgage, deed of trust, lien or other security interest; (b) the assuming and assigning any contract, lease or sublease; (c) any transaction authorized by the Plan; (d) any sale of an Asset by the GUC Trustee in furtherance of the Plan, including but not limited to any sale of personal or real property; and (e) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan.

64. Recordable Form. This Confirmation Order shall be, and hereby is, declared to be in recordable form and shall be accepted by any filing or recording officer or authority of any applicable Governmental Unit for filing and recording purposes without further or additional orders, certifications, or other supporting documents. Further, the Court authorizes the Debtors to

file a memorandum of this Confirmation Order in any appropriate filing or recording office as evidence of the matters herein contained.

65. Retention of Jurisdiction. The Court shall retain exclusive jurisdiction over the matters arising in, and under, and related to, the Chapter 11 Cases, including (a) any challenges to or efforts to modify, reverse, withdraw, or amend any provision of the Plan or this Confirmation Order and (b) determination whether any claim or Cause of Action against a Released Party or Exculpated Party was released under the terms of the Plan or this Confirmation Order, as set forth in Article XI of the Plan and Bankruptcy Code sections 105(a) and 1142. Any party intending to file any claim or Cause of Action against a Released Party or Exculpated Party, or to pursue any such claim or Cause of Action already filed, shall first obtain an order of this Court determining that such claim or Cause of Action was not released under the Plan or this Confirmation Order.

66. Reversal or Vacatur. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified, or vacated by subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under or in connection with the Plan prior to the Debtors' receipt of written notice of any such order. Notwithstanding any such reversal, modification, or vacatur of this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan or any amendments or modifications thereto.

67. Severability of Plan Provisions. This Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its

terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors, and (c) nonseverable and mutually dependent. Each provision of this Confirmation Order is nonseverable and mutually dependent on each other term of this Confirmation Order and the Plan.

68. Effect of Reference to the Plan in this Confirmation Order. The failure to reference or discuss any particular provision of the Plan in this Confirmation Order shall have no effect on the validity, binding effect, and enforceability of such provision, and each provision of the Plan shall have the same validity, binding effect, and enforceability as if fully set forth herein.

69. Headings. The headings of the paragraphs in this Confirmation Order have been used for convenience of reference only and shall not limit or otherwise affect the meaning of this Confirmation Order. Whenever the words "include," "includes," or "including" (or other words of similar import) are used in this Confirmation Order, they shall be deemed to be followed by the words "without limitation."

70. Conflicts. The provisions of the Plan, the Plan Supplement, and this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purposes of each; *provided, however*, that if there is any inconsistency between the provisions of the Plan and this Confirmation Order, the terms and conditions contained in this Confirmation Order shall govern and shall be deemed a modification to the Plan and shall control and take precedence.

71. Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules), the laws of (a) the State of Georgia shall govern the construction and implementation of the Plan and (except as may be provided otherwise in any such agreements, documents, or instruments) any agreements, documents, and instruments executed in connection with the Plan and (b) the laws of the state of incorporation of the Debtors

shall govern corporate governance matters with respect to the Debtors, in each case without giving effect to the principles of conflicts of law thereof.

72. Applicable Non-Bankruptcy Law. Pursuant to Bankruptcy Code section 1123(a) and 1142(a), the provisions of this Confirmation Order, the Plan, and related documents or any amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

73. Notice Parties. After the Effective Date, the Reorganized Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to (a) those Entities who have filed renewed requests to receive documents and (b) those Entities whose rights are affected by such documents.

74. Binding Effect. Pursuant to Bankruptcy Code section 1141 and the other applicable provisions of the Bankruptcy Code, on or after entry of this Confirmation Order and subject to the occurrence of the Effective Date, the provisions of the Plan (including the exhibits and schedules thereto and all documents and agreements executed pursuant thereto or in connection therewith, including those contained in the Plan Supplement) and this Confirmation Order shall bind the Debtors, the Reorganized Debtors, the GUC Trust, all Holders of Claims against and Interests in the Debtors (irrespective of whether such Claims or Interests are Allowed, Disallowed, or Impaired under the Plan or whether the Holders of such Claims or Interests accepted or are deemed to have accepted the Plan), each Entity receiving, retaining, or otherwise acquiring property under the Plan, any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors, any Entity making an appearance in the Chapter 11 Cases, all parties that filed objections to confirmation of the Plan, any other party-in-interest in the Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing.

75. Immediate Effect. This Confirmation Order is a Final Order and the period in which an appeal must be filed shall commence immediately upon the entry hereof. The 14-day stay of this Confirmation Order under Bankruptcy Rule 3020(e) is hereby waived. The Plan and Plan Supplement shall be immediately effective and enforceable to the fullest extent permitted under the Bankruptcy Code and applicable nonbankruptcy law. Notwithstanding anything to the contrary in the Plan, the Bankruptcy Rules, including Bankruptcy Rule 3020(e), or otherwise, this Confirmation Order shall be effective and enforceable immediately, and the Debtors are hereby authorized to consummate the Plan and the transactions contemplated thereby immediately upon the entry of this Confirmation Order. The failure specifically to include or to refer to any particular section or provision of the Plan or any related document in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, and such section or provision shall have the same validity, binding effect, and enforceability as every other section or provision of the Plan, it being the intent of the Court that the Plan be confirmed in its entirety and that all Plan-related documents be approved.

76. Substantive Consolidation. Pursuant to Article V.A of the Plan, the terms of the Debtors' substantive consolidation are approved.

77. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under Bankruptcy Code sections 1101 and 1127.

78. Failure of Plan Consummation. If the Effective Date does not occur, then: (a) the Plan and this Confirmation Order will be null and void in all respects except as expressly set forth in this paragraph; (b) any settlement or compromise embodied in the Plan or this Confirmation Order, assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan will be null and void in all respects;

and (c) nothing contained in the Plan or this Confirmation Order shall (i) constitute a waiver or release of any Claims, Interests, or Causes of Action, (ii) prejudice in any manner the rights of any Debtor or any other Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by any Debtor or any other Entity, and all parties shall revert to the status quo as if this Confirmation Order had not been entered.

79. Terms of Injunctions or Stays. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays in effect in these Chapter 11 Cases pursuant to Bankruptcy Code sections 105 or 362 or any order of the Court shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or this Confirmation Order (including the Injunction) shall remain in full force and effect in accordance with their terms.

80. Notice of Confirmation and Effective Date. The form of the notice of the entry of this Confirmation Order and occurrence of the Effective Date, attached hereto as **Exhibit B** (the "Confirmation and Effective Date Notice"), is hereby approved. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c), as soon as reasonably practicable after the Effective Date, the Debtors shall file the Confirmation and Effective Date Notice and serve it by first class mail on each of the following at their respective addresses last known to the Debtors: (a) the Office of the United States Trustee for Region 21; (b) all parties on the Limited Service List in the Chapter 11 Cases; (c) all known creditors of the Debtors; and (d) all known Holders of Interests in the Debtors. The Confirmation and Effective Date Notice need not be mailed to any person if a previous mailing to such person has been returned as undeliverable, unless the Debtors have been informed in writing of a corrected address for such person. The notice described in this paragraph shall have the effect of an order of the Court and shall constitute good and sufficient notice of the entry of this Confirmation Order, the relief granted herein, and the occurrence of the Effective Date, pursuant

to Bankruptcy Rules 2002(f)(7) and 3020(c), and no other or further notice of entry of this Confirmation Order need to be given.

81. Effectiveness of All Actions. Except as set forth in the Plan, all actions authorized to be taken pursuant to the Plan shall be effective on, before, or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of this Bankruptcy Court, or further action by the respective officers, directors, managers, members, or stockholders of the Debtors or the Reorganized Debtors and with the effect that such actions had been taken by unanimous action of such officers, directors, managers, members, or stockholders. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, agreements, any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the Plan Supplement, the Disclosure Statement, and any documents, instruments, securities, agreements, and any amendments or modifications thereto.

82. No Waiver. The failure to specifically include any particular provision of the Plan in this Confirmation Order will not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of this Court that the Plan is confirmed in its entirety and incorporated herein by this reference.

END OF ORDER

Prepared and presented by:

/s/ *Daniel M. Simon*

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EXHIBIT A

Plan

[Filed at Docket No. 730]

EXHIBIT B

Form of Confirmation and Effective Date Notice

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

In re:	)	Chapter 11
	)	
	)	Case No. 24-55507 (PMB)
LAVIE CARE CENTERS, LLC,[1]	)	
	)	(Jointly Administered)
Debtors.	)	
	)	**Related to Docket Nos. 481, 571, 593, 630, 679, 680, 730, 731, 732, [__]**
	)	

NOTICE OF (I) ENTRY OF ORDER CONFIRMING DEBTORS' SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT CHAPTER 11 PLAN OF REORGANIZATION AND (II) OCCURRENCE OF EFFECTIVE DATE

PLEASE TAKE NOTICE that, on [__], 2024, the United States Bankruptcy Court for the Northern District of Georgia (the "Court"), entered an order [Docket No. [__]] (the "Confirmation Order"), confirming the *Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as amended, modified, or supplemented, the "Plan")[2] of the above captioned debtors and debtors-in-possession (collectively, the "Debtors").

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on [__], 2025. Each of the conditions precedent to consummation of the Plan enumerated in Article IX.B of the Plan has been satisfied or waived pursuant to Article IX.D of the Plan.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Confirmation Order, the release, injunction, and exculpation provisions in Article X of the Plan are now in full force and effect; *provided, however* that, as described in more detail in the Confirmation Order, any creditor or interest-holder who did not (i) return a Ballot or opt-out election form or (ii) file an objection to the Third Party Release, that believes that its individual circumstances related to its ability to return a Ballot or opt-out election form opting out of the Third Party Release or to object to the Third Party Release are such that it should not be deemed to have consented to such Third Party Release as a result of such failure, may seek relief from the Court to exercise its rights and claims free of the Third Party Release by rebutting the presumption that its failure to return a Ballot or opt-out election form opting out of the Third Party Release or to object to the Third Party Release should be deemed to represent its consent to the Third Party Release.

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[1] 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.

[2] Capitalized terms used not but otherwise defined herein shall have the meanings ascribed to them in the Plan.

PLEASE TAKE FURTHER NOTICE that requests for payment of Professional Fee Claims must be filed with the Court and served on the Reorganized Debtors, the GUC Trustee, and the U.S. Trustee by [__], 2025, which is the date 45 days after the Effective Date.

PLEASE TAKE FURTHER NOTICE that Claims created by the rejection of executory contracts or unexpired leases pursuant to Article VII of the Plan must be filed with the Claims and Noticing Agent and served on the GUC Trustee and its counsel no later than 30 days after the Effective Date.

PLEASE TAKE FURTHER NOTICE that requests for payment of an Administrative Expense Claim, including PL/GL Administrative Claims, but excluding General Administrative Claims, must be filed with the Court and served on the Reorganized Debtors and their counsel no later than 30 days after the Effective Date.

PLEASE TAKE FURTHER NOTICE that the Plan, the Plan Supplement, the Confirmation Order, and any other document filed in these chapter 11 cases may be examined by any party-in-interest at the Debtors' case website (https://www.veritaglobal.net/LaVie); or at the Bankruptcy Court's website (www.ganb.uscourts.gov) (a PACER account is required). Such documents may also be obtained by clicking the "Submit an Inquiry" option at https://www.veritaglobal.net/LaVie/inquiry.

PLEASE TAKE FURTHER NOTICE that the Plan and the Confirmation Order contain other provisions that may affect your rights. You are encouraged to review the Plan and the Confirmation Order in their entirety.

Dated: Atlanta, Georgia
[__], 2025

MCDERMOTT WILL & EMERY LLP

/s/ DRAFT

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United States Bankruptcy Court

Northern District of Georgia

In re:

LaVie Care Centers, LLC

Debtor

Case No. 24-55507-pmb

Chapter 11

CERTIFICATE OF NOTICE

District/off: 113E-9 User: bncadmin

Date Rcvd: Dec 05, 2024 Form ID: pdf521 Total Noticed: 4

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
^	Addresses marked '^' were sent via mandatory electronic bankruptcy noticing pursuant to Fed. R. Bank. P. 9036.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Dec 07, 2024:

Recip ID		Recipient Name and Address
db	+	LaVie Care Centers, LLC, 1040 Crown Pointe Pkwy, Suite 600, Atlanta, GA 30338-4741
aty	+	Timothy C Cramton, McDermott Will & Emery LLP, One Vanderbilt Avenue, New York, NY 10017-3978
	+	Kurtzman Carson Consultants LLC, d/b/a Verita Global, 222 N. Pacific Coast Highway, 3rd Fl, El Segundo, CA 90245-5648

TOTAL: 3

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID		Notice Type: Email Address	Date/Time	Recipient Name and Address
	^	MEBN	Dec 05 2024 20:14:41	LaVie Care Centers LLC c/o Ankura, Consulting Grp LLC Attn M Benjamin Jones, 485 Lexington Ave, 10th Fl, New York, NY 10017-2619

TOTAL: 1

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Dec 07, 2024 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on December 5, 2024 at the address(es) listed below:

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TOTAL: 714