

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

In re:)	
)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> ,)	Case No. 24-55507 (PMB)
Debtors. ¹)	(Jointly Administered)
)	
LAVIE CARE CENTERS, LLC and BRANDON FACILITY OPERATIONS, LLC,)	Adversary Proc. No. 25-05007 (PMB)
Plaintiffs,)	
)	
v.)	
CREA BRANDON-C LLC and BRANDON HEALTH OPCO, LLC,)	
Defendants.)	
)	

**DECLARATION OF SYDNEY REITZEL IN SUPPORT OF
DEBTOR-PLAINTIFFS’ MOTION FOR ENTRY OF ORDER EXTENDING
AUTOMATIC STAY AND/OR PRELIMINARILY ENJOINING
CLAIMS AND CAUSES OF ACTION AGAINST NON-DEBTOR DEFENDANTS**

I, Sydney Reitzel, hereby declare under penalty of perjury that the following is true to the best of my knowledge, information, and belief:

1. I am a director of Corporate Restructuring at Kurtzman Carson Consultants, LLC d/b/a Verita Global (“Verita”). On June 5, 2024, the Court authorized the Debtors’ retention of

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.



Verita as its claims, noticing, solicitation, and administrative agent in the above-captioned chapter 11 cases. *See* Docket No. 43.

2. I submit this declaration (this “Declaration”) in support of the *Debtor-Plaintiffs’ Motion for Entry of Order Extending Automatic Stay and/or Preliminarily Enjoining Claims and Causes of Action Against Non-Debtor Defendants* (the “Motion”), the *Complaint* (the “Complaint”), and the *Brief in Support of Debtor-Plaintiffs’ Motion for Entry of Order Extending Automatic Stay and/or Preliminarily Enjoining Claims and Causes of Action Against Non-Debtor Defendants* (the “Brief”).² Except as otherwise indicated, all facts set forth in this Declaration are based upon: (a) my personal knowledge; (b) my review of relevant documents; (c) information provided to me by my team at Verita; or (d) my opinion based upon my experience and knowledge. I am over the age of 18, and I am authorized to submit this Declaration on behalf of the Debtor-Plaintiffs. If called to testify, I could and would testify competently to the facts set forth in this Declaration.

BRANDON PROOF OF CLAIM

3. On July 2, 2024, I understand that the Court entered the *Order (I) Establishing Bar Dates for Filing Claims Against the Debtors; and (II) Granting Related Relief* [Docket No. 218] (the “Bar Date Order”). Verita facilitated service of the Bar Date Order.

4. A copy of the Bar Date Order was mailed to the Brandon Entities at the address listed in the Debtors’ schedules of assets and liabilities and statement of financial affairs: 330 Madison Ave., 27th Floor, New York, NY 10017. *See Certificate of Service* [Docket No. 285], Ex. B.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion, the Complaint, or the Brief, as applicable.

5. On August 21, 2024, I understand that counsel for the Brandon Entities filed a notice of appearance in the Chapter 11 Cases [Docket No. 335] listing the following address and contact information:

Shane G. Ramsey
Nelson Mullins Riley and Scarborough LLP
1222 Demonbreun Street, Suite 1700
Nashville, TN 37203

Following the notice of appearance, the above counsel was added to the Limited Service List maintained by Verita in these chapter 11 cases.

6. On August 28, 2024, the Brandon Entities filed two proofs of claim, one against Plaintiff Brandon and one against Plaintiff LaVie (together, the “Brandon POC”), asserting a general unsecured claim in the amount of \$25,389,782.52. *See* Claim Nos. 2590, 2595. The Brandon POC was signed by the Brandon Entities’ counsel at Nelson Mullins Riley and Scarborough LLP.

SOLICITATION

7. On October 1, 2024, I understand that the Court entered 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”). On October 1, 2024, I understand that the Debtors filed 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”).

8. Pursuant to the Solicitation Procedures Order, on or about October 7, 2024, I, along with members of my team, facilitated commencement of the Debtors’ solicitation of votes on their

proposed chapter 11 plan of reorganization by distributing, among other things, the appropriate ballot or notice of non-voting status, as applicable, and the Combined Hearing Notice on each of their creditors.

9. I understand that the Brandon Entities were entitled to vote in Class 6B (DivestCo General Unsecured Claims). The Brandon Entities were served by Verita with the solicitation materials for holders of claims in Class 6B (DivestCo General Unsecured Claims) at the following address:³

CREA Brandon-C LLC and Brandon Health OpCo, LLC
Shane G. Ramsey
Nelson Mullins Riley and Scarborough LLP
1222 Demonbreun Street, Suite 1700
Nashville, TN 37203

The Class 6B ballot that was personalized for the Brandon Entities and sent to the foregoing address is attached hereto as **Exhibit A**. Verita also sent the Combined Hearing Notice to above-listed counsel via email as part of the Limited Service List. *See Certificate of Service*, Docket No. 619, Ex. L. Finally, Verita distributed the Combined Hearing Notice to the address listed for the Brandon Entities in the Debtors' schedules and statements: 330 Madison Ave., 27th Floor, New York, NY 10017. *See Certificate of Service*, Docket No. 619, Ex. N.

10. On November 8, 2024, the Debtors filed the *Declaration of Jennifer Westwood, on Behalf of Kurtzman Carson Consultants LLC d/b/a Verita Global Regarding Solicitation and Tabulation of Ballots Cast on Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 647] (the "Voting Declaration"). The Voting Declaration contained exhibits enumerating (a) all timely and properly completed ballots

³ As noted in footnote 4 of the *Certificate of Service* filed at Docket No. 619, Verita redacted all litigation parties listed therein out of an abundance of caution to preserve confidentiality. An unredacted copy of the *Certificate of Service* is available from Verita upon request.

received by Verita on or before the voting deadline, (b) all ballots received by Verita and included in the final tabulation, (c) all ballots received by Verita but not included in the final tabulation, and (d) a report of all holders of claims who elected to opt out of the Third-Party Release contained in the Plan. As evidenced by the Voting Declaration, Verita did not receive any ballots, opt-out election forms, objections, or responses of any kind from the Brandon Entities or from their counsel on the Brandon Entities' behalf.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: January 6, 2025

By: /s/ Sydney Reitzel
Name: Sydney Reitzel
Title: Director
Kurtzman Carson Consultants, LLC
d/b/a Verita Global

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing document was served on counsel to the Brandon Entities via electronic mail. The Debtors' claims and noticing agent will be filing a supplemental certificate of service on the docket to reflect any additional service of the foregoing document via electronic mail or first-class mail, including on the Brandon Entities and the Limited Service List.

Dated: Atlanta, Georgia
January 6, 2025

MCDERMOTT WILL & EMERY LLP

/s/ Daniel M. Simon

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

Counsel for the Debtors and Debtors-in-Possession

EXHIBIT A

**Class 6B Ballot
Brandon Entities**

LaVie Care Centers, LLC, et al.
c/o KCC dba Verita
222 N Pacific Coast Highway, Ste. 300
El Segundo, CA 90245

000751

Legal Notice Enclosed.
Direct to Attention of Addressee, President or Legal Department.

2455563241002232512000814



PRF #: 137750*** | Case No.: 24-55507 | Svc.: 6 | PackID: 751 | NameID: 15631152

CREA Brandon-C LLC and Brandon Health OpCo, LLC
Shane G. Ramsey
Nelson Mullins Riley and Scarborough LLP
1222 Demonbreun Street, Suite 1700
Nashville, TN 37203

*****IMPORTANT*****
Ballot Attached

Your Ballot can be filed electronically on Verita's website at <https://eballot.VeritaGlobal.net/LaVie>.

Your unique login information is:

ID: [REDACTED] 9864
PIN: [REDACTED]

Enclosed please find a Ballot for the Second Amended Combined
Disclosure Statement and Joint Chapter 11 Plan of Reorganization.
To view solicitation materials please visit <https://www.VeritaGlobal.net/LaVie>.

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

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

**BALLOT FOR VOTING TO ACCEPT OR REJECT CHAPTER 11 PLAN
OF LAVIE CARE CENTERS, LLC AND ITS DEBTOR AFFILIATES AND
OPT OUT FORM REGARDING THIRD-PARTY RELEASES CONTAINED THEREIN**

**BALLOT AND OPT OUT FORM FOR HOLDERS OF CLASS 6B
DIVESTCO GENERAL UNSECURED CLAIMS**

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

**CLASSIFICATION AND TREATMENT OF CREDITOR CLAIMS AGAINST THE DEBTORS
AND ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THE COMBINED
DISCLOSURE STATEMENT AND PLAN (AS DEFINED HEREIN) ARE SUBJECT TO
MATERIAL CHANGE.**

**YOU ARE RECEIVING A SINGLE BALLOT, EVEN IF YOU HOLD CLAIMS AGAINST
MULTIPLE DEBTORS. IN THE EVENT THAT VOTES ARE TABULATED ON A
DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS
THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE
PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT
TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A
CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST
BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH
SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY NOVEMBER 4, 2024, AT 4:00 P.M.,
PREVAILING EASTERN TIME (THE "VOTING DEADLINE").**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED,
EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE CLAIMS AND
NOTICING AGENT BY THE VOTING DEADLINE IN ACCORDANCE WITH THE
FOLLOWING:**

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.



The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 481] (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”). The Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information for solicitation purposes pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”), by entry of an order on October 1, 2024 [Docket No. 480] (the “Solicitation Procedures Order”). The Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Combined Disclosure Statement and Plan.

You are receiving this ballot (this “Ballot”) because you are a Holder of a Class 6B Claim (a “Voting Class”) as of **September 27, 2024** (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE A CLAIM. IN THE EVENT THAT VOTES ARE TABULATED ON A DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY THE VOTING DEADLINE.

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

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

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



CAUTION - IF YOU DO NOTHING, YOUR RIGHTS MAY BE COMPROMISED. PLEASE PAY CAREFUL ATTENTION TO THE BELOW DISCLOSURE, AND IF YOU DO NOT UNDERSTAND OR HAVE FURTHER QUESTIONS, PLEASE CONSULT WITH YOUR ATTORNEY.

THE SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT PLAN CONTAINS A DEBTOR RELEASE AND A THIRD-PARTY RELEASE. ADDITIONAL INFORMATION REGARDING THE DIFFERENCE BETWEEN A DEBTOR RELEASE AND A THIRD-PARTY RELEASE IS FOUND IN ARTICLE III.E OF THE PLAN.

A THIRD-PARTY RELEASE LIMITS OR RELEASES THE LIABILITY OF CERTAIN RELEASED PARTIES THAT ARE NON-DEBTOR PARTIES AND MAY PREVENT RELEASING PARTIES FROM SUING THE RELEASED PARTIES FOR THEIR ACTIONS. A THIRD-PARTY RELEASE MAY ONLY BE GRANTED CONSENSUALLY WITH EACH OF THE AFFECTED CREDITORS, BUT CONSENT MAY BE SHOWN BY A CREDITORS' FAILURE TO ACT.

YOU HAVE THE CHOICE AS TO WHETHER YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE, AND THE CHOICE IS YOURS ALONE. YOU WILL BE A RELEASING PARTY AND YOUR RIGHTS MAY BE COMPROMISED UNLESS YOU TAKE CERTAIN ACTIONS. IF YOU HOLD A CLAIM AGAINST THE DEBTORS AND WOULD LIKE TO OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST ELECT TO DO SO BY CHECKING THE OPT-OUT BOX CONTAINED IN ITEM 3 OF THIS BALLOT. YOU MUST ALSO VOTE TO REJECT THE PLAN OR ABSTAIN FROM VOTING. IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL BE A RELEASING PARTY. IF YOU DO NOT RECEIVE EITHER A BALLOT OR OPT OUT NOTICE FORM YOU MUST OBJECT TO THE THIRD-PARTY RELEASE OR YOU WILL BE A RELEASING PARTY. OPTING OUT OF THE THIRD-PARTY RELEASE WILL NOT OTHERWISE MODIFY YOUR TREATMENT OR RECOVERY UNDER THE PLAN.

THE RELEASED PARTIES ARE IDENTIFIED IN THE DEFINITION OF RELEASED PARTIES IN SECTION 1.243 OF THE PLAN. THE RELEASED PARTIES INCLUDE, AMONG OTHERS, THE DEBTORS, REORGANIZED DEBTORS, AND THEIR DIRECTORS AND OFFICERS. THE RELEASED PARTIES ALSO INCLUDE OMEGA, ABL SECURED PARTIES, AND THE DIP LENDERS.

PLEASE READ THE FULL TEXT OF THE CONSENSUAL THIRD-PARTY RELEASES AND RELATED DISCLOSURES IN ARTICLES III.E AND X.D.2 OF THE PLAN, WHICH ARE SET FORTH HEREIN IN FULL IN ITEM 3, FOR FURTHER DETAIL REGARDING THE THIRD-PARTY RELEASE. ANY HOLDER OF CLAIMS THAT (i) VOTES IN FAVOR OF THE PLAN, (ii) VOTES TO REJECT THE PLAN OR ABSTAINS FROM VOTING BUT THAT FAILS TO ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE ON HIS OR HER BALLOT OR OPT-OUT NOTICE FORM, OR (iii) THAT DOES NOT OBJECT TO THE THIRD-PARTY RELEASE IF SUCH HOLDER DID NOT RECEIVE A BALLOT OR OPT OUT NOTICE FORM WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY RELEASED AND DISCHARGED THE THIRD-PARTY RELEASED PARTIES PURSUANT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.



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

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

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



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

UNIQUE E-BALLOT IDENTIFICATION [REDACTED] 9864 _____

UNIQUE E-BALLOT PIN [REDACTED] _____

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

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

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

OR

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

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

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

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



Item 1. Amount of Claim.

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

\$1.00

Item 2. Vote on Plan.

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

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

Your vote on the Plan will be tabulated on a consolidated basis. In the event that tabulation on a debtor-by-debtor basis is required, your vote, as indicated in Item 2, will be applied to each applicable Debtor in the amount of your Claim(s) as indicated on your timely filed proof(s) of claim against each applicable Debtor or as listed in the Debtors’ schedules of assets and liabilities of each applicable Debtor, unless you contact the Claims and Noticing Agent to request additional Ballots for each applicable Debtor as set forth herein.

Item 3. Third-Party Release Opt-Out Election

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

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

OPT OUT of the Third-Party Release

Important information regarding releases under the Plan.²

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

Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions

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



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

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.D.1 shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action, or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, unless otherwise expressly provided for in this Plan.



Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release. Notwithstanding the foregoing, nothing in this paragraph shall be deemed to impair or affect the assignment of D&O Claims to the GUC Trust as set forth in Article VI.H herein.

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

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



after the Effective Date of any party or Entity under the Plan, the Plan Transaction or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

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

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

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

AS SET FORTH IN SECTION 1.33 OF THE PLAN, "**AVOIDANCE ACTIONS**" MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(B) AND 724(A) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.74 OF THE PLAN, "**DEBTOR RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.265 OF THE PLAN, "**THIRD-PARTY RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.243 OF THE PLAN, "**RELEASED PARTIES**" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) OMEGA; (D) THE ABL SECURED PARTIES; (E) OHI DIP LENDER, LLC; (F) TIX 33433 LLC; (G) THE CRO; (H) THE INDEPENDENT MANAGER; AND (I) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES, EACH SUCH ENTITY'S CURRENT AND FORMER AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EQUITY INVESTORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED, HOWEVER*, THAT SUBJECT IN ALL RESPECTS TO ARTICLE IV.H OF THE PLAN, THE D&OS SHALL NOT BE RELEASED PARTIES FOR PURPOSES OF THE D&O CLAIMS, BUT SHALL BE RELEASED PARTIES FOR PURPOSES OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE X.D.2 OF THE PLAN.



AS SET FORTH IN SECTION 1.244 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (D) EACH HOLDER OF AN UNCLASSIFIED CLAIM WHO DOES NOT OBJECT TO THE THIRD-PARTY RELEASE.

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

Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair: (1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional’s final fee application or accrued Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from



asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

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

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

No enjoined party may commence, continue, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, or pursuing, a Claim or Cause of Action transferred to the Reorganized Debtors or the GUC Trust pursuant to the terms of the Plan, or a Claim or Cause of Action of any kind against the Debtors, the GUC Trustee, the Exculpated Parties, the Released Parties, or the Debtor Professionals that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article X.D and Article X.E hereof, or the Chapter 11 Cases, including, but not limited to, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the administration of the GUC Trust, or any transaction in furtherance of the foregoing, without the Bankruptcy Court (1) first determining after notice and a hearing, that such Claim or Cause of Action (i) represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, actual fraud, or gross negligence against a Protected Party, and (ii) was not otherwise released or transferred to the Reorganized Debtors or the GUC Trust under the terms hereof, and (2) specifically authorizing such enjoined party to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing before the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, or Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. The



Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI of the Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

Item 4. Certifications.

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

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder (or authorized signatory for a Holder) of the Claims in the Voting Class(es) as set forth in Item 1;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Entity has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- (e) no other Ballots with respect to the amount of the Claim identified in Item 1 has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier Ballots are hereby revoked;
- (f) the Entity understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent; and
- (g) the Entity understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.



Name of Holder: CREA Brandon-C LLC and Brandon Health OpCo, LLC
(Print or Type)

Signature: _____

Name of Signatory: _____
(If other than the Holder)

Title: _____

Address: Shane G. Ramsey
Nelson Mullins Riley and Scarborough LLP
1222 Demonbreun Street, Suite 1700
Nashville, TN 37203

Telephone Number: _____

Email: _____

Date Completed: _____

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

INSTRUCTIONS FOR COMPLETING THIS BALLOT

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

5. Your Ballot ***must*** be returned to the Claims and Noticing Agent so as to be ***actually received*** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is November 4, 2024, at 4:00 p.m., prevailing Eastern Time.**
6. You will only receive one Ballot for each Voting Class in which you are eligible to vote, even if you hold Claims against multiple Debtors. If tabulation on a debtor-by-debtor basis is required, the Claims and Noticing Agent will tabulate the vote of a creditor holding Claims across multiple Debtors at each applicable Debtor. If you would like to vote to accept the Plan with respect to some Debtors against which you hold a Claim but to reject with respect to other Debtors against which you hold a Claim, you must contact the Claims and Noticing Agent to request Ballots for each such Debtor. Such request must be received with sufficient time for votes to be received by the Voting Deadline.
7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**
 - (a) any Ballot received after the Voting Deadline (inclusive of any extensions by the Debtors as provided in the Solicitation Procedures Order);
 - (b) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
 - (c) any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
 - (d) any Ballot cast for a claim which is listed in the Debtors' Schedules as contingent, unliquidated, or disputed or as zero or unknown in amount and (i) which is not the subject of a timely-filed proof of claim and (ii) for which no Rule 3018(a) Motion has been filed by the Rule 3018(a) Motion Deadline;
 - (e) any Ballot cast for a claim that was filed in a zero-dollar amount;
 - (f) any Ballot that indicates neither an acceptance nor a rejection, or indicates both an acceptance and rejection, of the Plan;
 - (g) any Ballot that casts part of its vote against a single Debtor in the same class to accept the Plan and part to reject the Plan;
 - (h) any form of Ballot other than the official form sent by the Claims and Noticing Agent, or a copy thereof;
 - (i) any Ballot received that the Claims and Noticing Agent cannot match to an existing database record;
 - (j) any Ballot that does not contain an original signature; provided, however, that for the avoidance of doubt, a Ballot submitted via the Claims and Noticing Agent's electronic Ballot portal shall be deemed to contain an original signature;
 - (k) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan;



- (l) any Ballot sent only to the Debtors or the Debtors' professionals and not the Claims and Noticing Agent; or
 - (m) any Ballot that is submitted by facsimile, email, or by other electronic means other than through the Claims and Noticing Agent's electronic Ballot portal.
8. The method of delivery of Ballots to the Claims and Noticing Agent is at the election and risk of each Holder of Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent **actually receives** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
9. If multiple Ballots are received from the same Holder Claim with respect to the same Class prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
10. You must vote all of your Claims within your respective class against a single Debtor either to accept or reject the Plan and may **not** split your vote.
11. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
12. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.



PLEASE SUBMIT YOUR BALLOT PROMPTLY

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

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

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

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

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

