



CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed June 1, 2018


United States Bankruptcy Judge

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

4 West Holdings, Inc. *et al.*,¹

Debtors.

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§
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Chapter 11

Case No. 18-30777 (HDH)

(Jointly Administered)

ORDER APPROVING (A) DISCLOSURE STATEMENT, (B) DETERMINING DATES, PROCEDURES, AND FORMS APPLICABLE TO SOLICITATION PROCESS, (C) ESTABLISHING VOTE TABULATION PROCEDURES, AND (D) ESTABLISHING OBJECTION DEADLINE AND SCHEDULING PLAN CONFIRMATION HEARING

Upon the motion (the "Motion")² of the above-captioned debtors (the "Debtors") for

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, is attached hereto as Exhibit A.

entry of an order (this “Order”), pursuant to sections 105(a), 1125, 1126 of the Bankruptcy Code and Bankruptcy Rule 2002, 3017, 3018 and 3020, (i) approving the Disclosure Statement, (ii) determining dates, procedures, and forms applicable to solicitation process, (iii) establishing vote tabulation procedures, and (iv) establishing objection deadline and scheduling a hearing to consider confirmation of the Plan, all as further described in the Motion; and upon consideration of the First Day Declaration; and this Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors’ notice of the Motion and opportunity for a hearing were adequate and appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and held a hearing on the Motion on May 30, 2018; and this Court having issued an oral ruling on the Motion on May 31, 2018; and this Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and this Court having found and determined that the relief sought in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. The Disclosure Statement contains adequate information within the meaning of section 1125 of the Bankruptcy Code.

² Capitalized terms not defined herein have the meanings ascribed to them in the Motion.

B. The forms of the ballots attached to this Order as **Exhibits 1-A and 1-B** (together, the “**Ballots**”) (i) are sufficiently consistent with Official Form No. 314, (ii) adequately address the particular needs of these chapter 11 cases, and (iii) are appropriate for the Classes of Claims entitled to vote to accept or reject the Plan.

C. The Non-Voting Notices attached to this Order as **Exhibits 2-A and 2-B** contain sufficient information and are appropriate.

D. The Confirmation Hearing Notice attached to this Order as **Exhibit 3** contains sufficient information and is appropriate.

E. The Solicitation Procedures and the Tabulation Procedures provide for a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

F. The Confirmation Procedures and the contents of the Solicitation Package comply with Bankruptcy Rules 2002 and 3017, and constitute sufficient notice to all interested parties.

THEREFORE, IT IS ORDERED THAT:

1. The Motion is granted as set forth herein.
2. Pursuant to Bankruptcy Rule 3017(b), the Disclosure Statement is approved as containing adequate information within the meaning of section 1125(a) of the Bankruptcy Code, and the Debtors are authorized to distribute the Disclosure Statement and Solicitation Package in order to solicit votes on, and pursue confirmation of, the Plan.
3. The following dates and deadlines are hereby approved:

Event	Date
Voting Record Date	May 30, 2018
Solicitation Commencement Date	Within three (3) business days following entry of this Order
Rule 3018(a) Motion Deadline	June 29, 2018 at 5:00 p.m. (CDT)
Deadline to File Plan Supplement	June 29, 2018

Voting Deadline	July 5, 2018 at 5:00 p.m. (CDT)
Plan Objection Deadline	July 5, 2018 at 5:00 p.m. (CDT)
Deadline to File Confirmation Brief	July 12, 2018
Deadline to File Voting Report	July 12, 2018
Confirmation Hearing	July 16, 2018 at 9:00 a.m. (CDT)

A. Solicitation Package

4. No later than four (4) business days after entry of this Order (the “Solicitation Commencement Date”), the following materials (collectively, the “Solicitation Package”) shall be distributed by or on behalf of the Debtors to each record and beneficial holder of a claim and/or interest entitled to vote on the Plan:

- a. a cover letter from the Debtors describing the contents of the Solicitation Package, explaining the solicitation process and urging holders of Claims in voting classes to vote to accept the Plan;
- b. a cover letter from the Committee with a recommendation to holders of Claims in the voting classes regarding voting on the Plan in substantially the form annexed as **Exhibit 4** hereto (the “Committee Letter”);
- c. the Disclosure Statement, together with all exhibits thereto (which exhibits include the Plan);³
- d. the order approving the Disclosure Statement;
- e. the Confirmation Hearing Notice (as defined below);
- f. an appropriate ballot, including voting instructions;
- g. a pre-addressed stamped return envelope; and
- h. such other materials as the Court may direct.

5. To the extent the winning bidder is not the Stalking Horse, then the Debtors shall, without further order of the Court, supplement the Disclosure Statement accordingly and serve such supplement on all parties that received a Solicitation Package.

³ The Debtors, in their discretion, may distribute either hard copies of the Solicitation Package or a CD-ROM or other similar media containing the Solicitation Package.

B. Ballots

6. The Ballots to be distributed to creditors holding claims in Class 1 (Omega Secured Claim), and Class 4 (General Unsecured Claims) entitled to vote on the Plan, substantially in the forms attached hereto as Exhibits 1-A and 1-B, are hereby approved.

C. Non-Voting Notices

7. The Non-Voting Notices, substantially in the forms attached hereto as Exhibits 2-A and 2-B, to be served on those classes of claims that are unimpaired and deemed to accept the Plan or impaired and deemed to reject the Plan and, thus, not entitled to vote to accept or reject the Plan, are hereby approved.

D. Voting Deadline

8. In order to be counted as a vote to accept or reject the Plan, any ballot accepting or rejecting the Plan must be properly executed, completed and delivered so as to be actually received by Omni Management Group, as the Debtors' agent for soliciting votes to accept or reject the Plan and providing related services (the "Voting Agent"), not later than **5:00 p.m. (CDT) on July 5, 2018** (the "Voting Deadline").

E. Voting Tabulation Procedures

9. Solely for purposes of voting to accept or reject the Plan and not for purposes of allowance or distribution on account of a claim and without prejudice to the rights of the Debtors in any other context, the amount of a claim or interest used to tabulate acceptance or rejection of the Plan shall be either:

- a. the claim amount listed in the Debtors' schedules of liabilities, provided that such claim is not scheduled as contingent, disputed, or unliquidated and that the creditor has not filed a proof of claim or interest;
- b. the liquidated amount specified in a proof of claim or interest timely filed with the Court (or otherwise deemed timely filed by the Court under

applicable law), to the extent that the proof of claim or interest is not the subject of an objection; or

- c. the amount temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), after notice and a hearing at or before the Confirmation Hearing.

10. If a claim holder casts a ballot and the entirety of such creditor's claim is the subject of an objection to said claim filed before the Voting Deadline, such voter's ballot shall not be counted. If a voter casts a ballot and part of such voter's claim is the subject of an objection filed before the Voting Deadline, then such voter's ballot shall be treated as a claim for voting purposes only to the extent of the remaining amount of the claim not subject to any objection. In either case, if a voter desires to vote in a higher amount, the voter may seek authority from the Court to do so following notice and a hearing, pursuant to Bankruptcy Rule 3018(a).

11. Ballots cast by voters who have filed proofs of claim in contingent, wholly unliquidated, or unknown amounts that are not the subject of an objection filed before the Voting Deadline, shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, in the amount of \$1.00 each.

12. Any Holder of a Claim for which an objection is pending on Rule 3018(a) Motion Deadline, whether such objection relates to the entire Claim or a portion thereof, shall not be entitled to vote on the Plan and shall not be counted in determining whether the requirements of Bankruptcy Code Section 1126(c) have been met with respect to the Plan (except to the extent and in the manner as may be set forth in the objection) unless (a) the Claim has been temporarily allowed for voting purposes pursuant to Bankruptcy Rule 3018(a) and in accordance with this Order or (b) at or prior to the Confirmation Hearing, the objection to such Claim has been withdrawn or resolved in favor of the creditor asserting the Claim.

13. **June 29, 2018 at 5:00 p.m. (CDT)** (the “Rule 3018(a) Motion Deadline”) shall be the deadline for the filing and serving of any motion requesting temporary allowance of a Claim for purposes of voting pursuant to Bankruptcy Rule 3018(a) (the “Rule 3018(a) Motion(s)”). Rule 3018(a) Motions must be filed with the Court and served on the Notice Parties so as to be **actually received** not later than the Rule 3018(a) Motion Deadline; provided however, that if an objection to a Claim is Filed on or after the date that is seven (7) days before the original Rule 3018(a) Motion Deadline, then the Rule 3018(a) Motion Deadline shall be extended as to such Claim such that the holder thereof shall have at least seven (7) days to file a Rule 3018(a) Motion. Any party timely filing and serving a Rule 3018(a) Motion shall be provided a Ballot and be permitted to cast a provisional vote to accept or reject the Plan, if such party is in a Voting Class. If, and to the extent that, the Debtors and such party are unable to resolve the issues raised by the Rule 3018(a) Motion prior to the Confirmation Hearing, then at the Confirmation Hearing this Court shall determine whether the provisional Ballot should be counted as a vote on the Plan.

14. Nothing in this Order shall affect or limit any party’s rights to object to any Proof of Claim or Rule 3018(a) Motion.

15. Claims filed for zero dollars (\$0.00) shall be disallowed for voting purposes only and not entitled to vote.

16. Notwithstanding anything to the contrary contained herein, any claimant/creditor who has filed a claim that is duplicative of another claim(s) within the same voting class, as determined by the Debtors, shall be provided with only one Solicitation Package and one ballot for voting a single claim in such class, regardless of whether the Debtors have objected to such duplicate claim(s).

17. Any creditor who holds multiple claims within a single class shall have such claims aggregated, for purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, as if such creditor held one claim in such class and the creditor will receive a single ballot with respect to all of its claims in such class.

18. The following voting procedures and standard assumptions (“Tabulation Rules”) be used in tabulating ballots:

- (a) Whenever a creditor casts more than one ballot voting the same claim prior to the Voting Deadline, the last properly completed ballot received prior to the Voting Deadline shall be deemed to reflect the voter’s intent and to supersede any prior ballots;
- (b) A creditor must vote all of its claims within a class either to accept or reject the Plan and may not split its vote. Accordingly, a ballot that partially rejects and partially accepts the Plan will not be counted;
- (c) If a ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or another acting in a fiduciary or representative capacity when signing, then unless otherwise determined by the Debtors, on request of the Debtors and prior to the ballot being counted, such signatory must submit proper evidence satisfactory to the Debtors of its authority to act on behalf of a holder of claims;
- (d) The Debtors in their discretion, subject to contrary order of the Court, may waive any defect in any ballot at any time, either before or after the close of voting, and without notice. Except as provided below, unless the ballot being furnished is timely submitted on or prior to the Voting Deadline, the Debtors may, in their discretion, reject such ballot as invalid and, therefore, decline to utilize it in connection with confirmation of the Plan by the Court;
- (e) Unless otherwise ordered by the Court, all questions as to the validity, form, eligibility (including time of receipt), and revocation or withdrawal of ballots will be determined by the Debtors in their discretion, which determination shall be final and binding;
- (f) Subject to contrary order of the Court, the Debtors reserve the absolute right to reject any and all ballots not proper in form, the

acceptance of which would, in the opinion of the Debtors, not be in accordance with the provisions of the Bankruptcy Code;

- (g) Any ballot that is executed but that does not indicate an acceptance or rejection of the Plan, or that indicates both an acceptance and rejection of the Plan, shall not be counted;
- (h) Any ballot transmitted to the Voting Agent by facsimile or via email, except in the Debtors' sole discretion, will not be counted;
- (i) Any ballot that is ineligible, contains insufficient information to permit the identification of the claimant or is unsigned or without an original signature will not be counted;
- (j) Unless waived, any defects or irregularities in connection with deliveries of ballots must be cured within such time as the Debtors or the Court determine. Neither the Debtors nor any other person or entity will be under any duty to provide notification of defects or irregularities with respect to deliveries of ballots, nor will any of them incur any liabilities for failure to provide such notification. Unless otherwise directed by the Court, delivery of such ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not theretofore been cured or waived) will not be counted; and
- (k) Any vote purportedly cast on behalf of a class of creditors will not count for voting purposes unless and until the class is certified by the Court pursuant to a class proof of claim to which no objection has been filed, or if an objection has been filed to such a proof of claim, which has been temporarily certified in an allowed amount for purposes of voting.

F. Confirmation Hearing

19. The hearing to consider confirmation of the Plan (the "Confirmation Hearing") is scheduled to commence at 9:00 a.m. (CDT) on July 16, 2018 before The Honorable Harlin D. Hale, United States Bankruptcy Judge for the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, 1100 Commerce Street, 14th Floor, Courtroom 3, Dallas, Texas 75242-1496.

20. The Confirmation Hearing may be continued from time-to-time by the Court or the Debtors without further notice other than adjournments announced in open court or through a filing on the Court's docket, either of which shall constitute adequate notice of such adjournment.

G. Confirmation Hearing Notice

21. The Confirmation Hearing Notice, substantially in the form annexed to this Order as **Exhibit 3**, shall be served by first class mail to all creditors.

22. A form of Confirmation Hearing Notice (or a form substantially similar thereto) may be published at least once in *The Wall Street Journal* or *The Dallas Morning News* at least twenty-eight (28) days prior to the Confirmation Hearing.

H. Plan Objection Procedures

23. Any objections to confirmation of the Plan or proposed modifications to the Plan, if any, must (i) be in writing; (ii) state the name and address of the responding party and the amount and nature of the claim or interest of such party; (iii) state with particularity the legal and factual basis of any response; (iv) conform to the Bankruptcy Rules and Local Rules; and (v) be filed with the Bankruptcy Court, together with proof of service, electronically, in accordance with the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means (the "Administrative Procedures") (the Administrative Procedures can be found at the Bankruptcy Court's official website (<http://www.txnb.uscourts.gov>)), by registered users of the Bankruptcy Court's case filing system and, by all other parties in interest without legal representation, in paper form, and served in accordance with the Administrative Procedures and the Local Rules, so as to be actually received not later than **5:00 p.m. (CDT) on July 5,**

2018 (the “Objection Deadline”) and, such service shall be completed and actually received by the following parties on or prior to the Objection Deadline (the “Notice Parties”):

(a) counsel for the Debtors, DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020 (Attn: Thomas R. Califano, Esq.), One Atlantic Center, 1201 West Peachtree Street, Suite 2800, Atlanta, GA 30309 (Attn: Daniel Simon, Esq.), 1717 Main Street, Suite 4600, Dallas, TX 75201 (Attn: Andrew Zollinger, Esq.),

(b) the Office of the United States Trustee for the Northern District of Texas, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, TX 75242 (Attn: Nancy Resnick, Esq.),

(c) counsel to OHI Asset RO, LLC, Bryan Cave, LLP, Attn: Mark Duedall, One Atlantic Center, 1201 West Peachtree Street, 14th Floor, Atlanta, GA 30309,

(d) counsel to the Plan Sponsor, Neligan LLP, 325 N. St. Paul Street, Suite 3600, Dallas, Texas 75201 (Attn: Patrick J. Neligan, Esq. and James P. Muenker, Esq.), and

(e) counsel to the Official Committee of Unsecured Creditors, Norton Rose Fulbright US LLP, 2200 Ross Avenue, Suite 3600, Dallas, Texas 75201 (Attn.: Ryan E. Manns, Esq.), and Pepper Hamilton LLP, 3000 Two Logan Square, Philadelphia, PA 19103 (Attn.: Francis J. Lawall, Esq.), Hercules Plaza, Suite 5100, 1313 N. Market Street, Wilmington, DE 19899 (Attn.: Donald J. Detweiler, Esq.).

24. The Debtors are authorized to take all actions they deem necessary to effectuate the relief granted pursuant to this Order.

25. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

26. To the extent any provisions of this Order shall be inconsistent with the Motion or the Disclosure Statement, the terms of this Order shall control.

27. This Order shall be binding on all successors and assigns, including any trustee appointed in these chapter 11 cases.

28. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

29. This Court shall retain jurisdiction over any and all matters arising from the interpretation or implementation of this Order.

End of Order

Order submitted by:

DLA PIPER LLP (US)

/s/ Andrew Zollinger

Andrew Zollinger, State Bar No. 24063944
DLA Piper LLP (US)
1717 Main Street, Suite 4600
Dallas, Texas 75201-4629
Telephone: (214) 743-4500
Facsimile: (214) 743-4545
Email: andrew.zollinger@dlapiper.com

-and-

Thomas R. Califano (admitted *pro hac vice*)
Dienna Corrado (admitted *pro hac vice*)
1251 Avenue of the Americas
New York, New York
10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: thomas.califano@dlapiper.com
dienna.corrado@dlapiper.com

-and-

Daniel M. Simon (admitted *pro hac vice*)
One Atlantic Center
1201 West Peachtree Street, Suite 2800
Atlanta, Georgia 30309
Telephone: (404) 736-7800
Facsimile: (404) 682-7800
Email: daniel.simon@dlapiper.com

Counsel for the Debtors

EXHIBIT 1-A TO DISCLOSURE STATEMENT ORDER

Class 1 Ballot (Omega Secured Claim)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

	§	
	§	
In re:	§	Chapter 11
	§	
4 West Holdings, Inc. <i>et al.</i> , ¹	§	Case No. 18-30777 (HDH)
	§	
Debtors.	§	(Jointly Administered)
	§	
	§	

**CLASS 1 BALLOT FOR ACCEPTING OR REJECTING DEBTORS'
FIRST AMENDED JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 1: OMEGA SECURED CLAIM

**PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS
CAREFULLY BEFORE COMPETING THE BALLOT**

**THIS BALLOT MUST BE RETURNED TO THE BELOW ADDRESS ON OR BEFORE JULY 5, 2018 AT
5:00 P.M. (CDT) (THE "VOTING DEADLINE"), OR YOUR VOTE WILL NOT BE COUNTED.**

On May 25, 2018, the above-captioned debtors (collectively, the "Debtors") filed the Debtors' First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Plan"). On [•], 2018, the Bankruptcy Court approved a disclosure statement (the "Disclosure Statement"), which provides additional information about the Debtors, their chapter 11 cases and the Plan to assist you in deciding how to vote your ballot. If you do not have a Disclosure Statement, or you would like to request a paper copy, you may obtain a copy from the Debtors, c/o Omni Management Group, (i) by writing to Omni Management Group, 5955 DeSoto Ave., Suite 100, Woodland Hills, CA 91367, (ii) by calling 818-906-8300, or (iii) by visiting www.omnimgt.com/4west. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 1 under the Plan. If you hold claims or equity interests in more than one class, you will receive a ballot for each class in which you are entitled to vote.

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, is attached to the Disclosure Statement as Exhibit A thereto.

IMPORTANT DEADLINE

IF YOUR BALLOT IS NOT RECEIVED AT THE ADDRESS PROVIDED BELOW BY:

JULY 5, 2018, AT 5:00 P.M. (CDT)

AND SUCH DEADLINE IS NOT EXTENDED, YOUR VOTE WILL NOT COUNT AS EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN. IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT IT WILL BE BINDING ON YOU WHETHER OR NOT YOU VOTE.

This ballot is not a letter of transmission and may not be used for any purpose other than to vote to accept or reject the Plan.

MAILING INFORMATION

YOUR BALLOT MUST BE SENT VIA FIRST CLASS MAIL (IN THE ENCLOSED ENVELOPE) OR VIA OVERNIGHT COURIER OR PERSONAL DELIVERY TO:

**4 West Holdings, Inc. Claims Processing
c/o Omni Management Group
5955 DeSoto Ave., Suite 100
Woodland Hills, CA 91367**

BALLOTS WILL NOT BE ACCEPTED BY FACSIMILE OR EMAIL

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. COMPLETE ITEM 1.
2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 2.
3. **SIGN THE BALLOT.**
4. RETURN THE BALLOT TO **4 WEST HOLDINGS, INC. CLAIMS PROCESSING, C/O OMNI MANAGEMENT GROUP, 5955 DESOTO AVE., SUITE 100, WOODLAND HILLS, CA 91367** (AN ENVELOPE ADDRESSED TO THIS ADDRESS IS ENCLOSED FOR YOUR CONVENIENCE) SO THAT IT IS RECEIVED BY JULY 5, 2018 AT 5:00 P.M. (CDT).
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF A BALLOT IS TO BE EXECUTED BY AN AUTHORIZED PARTY OTHER THAN AN OFFICER OR EMPLOYEE OF THE CREDITOR, SUFFICIENT EVIDENCE OF THE AUTHORIZED PARTY'S AUTHORITY TO EXECUTE THE BALLOT MUST BE INCLUDED WITH THE BALLOT.**

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

Item 1. Vote. The undersigned, a Holder of a Class 1 Omega Secured Claim against the Debtors in the Voting Amount set forth below, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

- Accept the Plan**
- Reject the Plan**

Voting Amount: \$ _____

Item 2. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that (a) the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of such claimant and (b) the Social Security or Federal Tax I.D. No. provided below, if any, is true and correct. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement and the Disclosure Statement Order. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Social Security or Federal Tax I.D. No. (Optional)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL OMNI MANAGEMENT GROUP AT 818-906-8300. PLEASE NOTE THAT OMNI MANAGEMENT GROUP IS NOT AUTHORIZED TO AND WILL NOT PROVIDE LEGAL ADVICE.

² As indicated in the Voting Information and Instructions for Completing the Ballot, evidence of authority **must** be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is a natural person and the signatory to this Ballot is such natural person.

EXHIBIT 1-B TO DISCLOSURE STATEMENT ORDER

Class 4 Ballot (General Unsecured Claims)

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	
	§	
	§	Chapter 11
	§	
4 West Holdings, Inc. <i>et al.</i> , ¹	§	Case No. 18-30777 (HDH)
	§	
Debtors.	§	(Jointly Administered)
	§	
	§	

**CLASS 4 BALLOT FOR ACCEPTING OR REJECTING DEBTORS'
FIRST AMENDED JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 4: GENERAL UNSECURED CLAIMS

**PLEASE READ AND FOLLOW THE ENCLOSED VOTING INSTRUCTIONS
CAREFULLY BEFORE COMPETING THE BALLOT**

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JULY 5, 2018 AT 5:00 P.M. (CDT) (THE "VOTING DEADLINE"),
OR YOUR VOTE WILL NOT BE COUNTED.**

On May 25, 2018, the above-captioned debtors (collectively, the "Debtors") filed the Debtors' First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Plan"). On [•], 2018, the Bankruptcy Court approved a disclosure statement (the "Disclosure Statement"), which provides additional information about the Debtors, their chapter 11 cases and the Plan to assist you in deciding how to vote your ballot. If you do not have a Disclosure Statement, or you would like to request a paper copy, you may obtain a copy from the Debtors, c/o Omni Management Group, (i) by writing to Omni Management Group, 5955 DeSoto Ave., Suite 100, Woodland Hills, CA 91367, (ii) by calling 818-906-8300, or (iii) by visiting www.omnimgt.com/4west. Court approval of the Disclosure Statement does not indicate approval of the Plan by the Court.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan. Your claim has been placed in Class 4 under the Plan. If you hold claims or equity interests in more than one class, you will receive a ballot for each class in which you are entitled to vote.

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, is attached to the Disclosure Statement as Exhibit A thereto.

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Woodland Hills, CA 91367**

BALLOTS WILL NOT BE ACCEPTED BY FACSIMILE OR EMAIL

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

HOW TO VOTE

1. COMPLETE ITEMS 1 & 2.
2. REVIEW THE CERTIFICATIONS AND ACKNOWLEDGEMENTS IN ITEM 3.
3. **SIGN THE BALLOT.**
4. RETURN THE BALLOT TO 4 WEST HOLDINGS, INC. CLAIMS PROCESSING, C/O OMNI MANAGEMENT GROUP, 5955 DESOTO AVE., SUITE 100, WOODLAND HILLS, CA 91367 (AN ENVELOPE ADDRESSED TO THIS ADDRESS IS ENCLOSED FOR YOUR CONVENIENCE) SO THAT IT IS RECEIVED BY JULY 5, 2018 AT 5:00 P.M. (CDT).
5. **BALLOTS RECEIVED AFTER THE VOTING DEADLINE WILL NOT BE COUNTED.**
6. YOU MUST VOTE THE FULL AMOUNT OF YOUR CLAIM REPRESENTED BY THIS BALLOT TO ACCEPT OR REJECT THE PLAN AND MAY NOT SPLIT YOUR VOTE.
7. ANY EXECUTED BALLOT RECEIVED THAT (A) DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN, OR (B) THAT INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN WILL NOT BE COUNTED.
8. **ALL BALLOTS MUST BE FULLY EXECUTED TO BE COUNTED. IF A BALLOT IS TO BE EXECUTED BY AN AUTHORIZED PARTY OTHER THAN AN OFFICER OR EMPLOYEE OF THE CREDITOR, SUFFICIENT EVIDENCE OF THE AUTHORIZED PARTY'S AUTHORITY TO EXECUTE THE BALLOT MUST BE INCLUDED WITH THE BALLOT.**

THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

Item 1. Vote. The undersigned, a Holder of a Class 4 General Unsecured Claims against the Debtors in the Voting Amount set forth below, votes to (check one box; if you fail to check one of the boxes below, but the Ballot is otherwise properly completed and returned your Ballot will not be counted as either an acceptance or rejection of the Plan):

Accept the Plan

Reject the Plan

Voting Amount: \$ _____

Item 2. Optional Release Election.

IMPORTANT INFORMATION REGARDING THE RELEASE OF CLAIMS BY THIRD PARTIES

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS ITEM 2. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.

If you vote to accept the Plan, you shall be deemed to have consented to the Third Party Release contained in Article X.B.2 of the Plan even if you check the box below to opt out of the Third Party Release.

Election to withhold consent is at your option. If you vote to reject the Plan, you must check the box below if you elect not to grant the Third Party Release contained in Article X.B.2 of the Plan. If you submit your Ballot with this box checked, then you will be deemed NOT to consent to the Third Party Release set forth in Article X.B.2 of the Plan. If you fail to return this Ballot, you will be deemed to have consented to the Third Party Release. PLEASE BE ADVISED THAT (1) BY VOTING TO ACCEPT THE PLAN, (2) RETURNING

THIS BALLOT AND NOT CHECKING THE BOX BELOW OR (3) BY FAILING TO RETURN THIS BALLOT, YOU ELECT TO GRANT THE THIRD PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR EQUITY INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD PARTY RELEASE.

PLEASE ALSO BE ADVISED THAT THE DEBTOR RELEASE CONTAINED IN ARTICLE X.B.1 OF THE PLAN WILL BE INCLUDED IN THE CONFIRMATION ORDER AND THAT IT IS SEPARATE FROM AND INDEPENDENT OF THE THIRD PARTY RELEASE. IF YOU OBJECT TO THE DEBTOR RELEASE, YOU MUST FILE A SEPARATE OBJECTION WITH THE BANKRUPTCY COURT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED IN THE DISCLOSURE STATEMENT ORDER.

- OPT-OUT ELECTION: The undersigned elects to opt-out of the Third Party Releases contained in Article X.B.2 of the Plan.

RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED IN THE PLAN

X.B Release of Claims and Causes of Action

1. Release by the Debtors and Their Estates. Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “Debtor Releasing Parties”) will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “Debtor Release”) from any and all Claims, Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of (i) the Debtors, the Chapter 11 Cases, the marketing of any of the Debtors’ assets, the Disclosure Statement, the Plan and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, including, but not limited to, the Master Leases and the Omega Working Capital Loan Agreement, (iv) the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Restructuring Documents, or related agreements, instruments or other documents, including the Omega Compromise, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Claim or Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of the Debtor Release shall not operate to waive, release or otherwise impair: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction and/or (ii) the rights of such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court.

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in Article X.B of the Plan 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 the 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 herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, including the Omega Compromise; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. Release by Third Parties. Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all Claims, Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of (i) the Debtors, the Chapter 11 Cases, the Disclosure Statement, the Plan and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, including, but not limited to, the Master Leases, (iv) the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Restructuring Documents, or related agreements, instruments or other documents, including the Omega Compromise, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Claim or Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive, release or otherwise impair: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any of the indebtedness and obligations of the Debtors and/or the Reorganized Debtors under the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court; (iii) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (iv) any objections with respect to any Professional's final fee application or accrued Professional Fee Claims in these Chapter 11 Cases.

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

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, including the Omega Compromise; (ii) a good faith settlement and compromise of the Claims released by the Third Party Release; (iii) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

X.E. 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 the Plan, the Disclosure Statement, the Restructuring Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the 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 the Plan including the Omega Compromise; *provided, however*, that the foregoing provisions of the exculpation shall not operate to waive, release or otherwise impair: (i) any Causes of Action expressly set forth in and preserved by the Plan or the Plan Supplement; (ii) 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; (iii) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court, (iv) the rights of any Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (v) 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 Article X.E of the Plan 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 the Plan.

X.G. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF

ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED OR DISCHARGED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

Item 3. Certifications and Acknowledgments. By signing this Ballot, the undersigned acknowledges and certifies that (a) the undersigned is the claimant or has the power and authority to vote to accept or reject the Plan on behalf of such claimant and (b) the Social Security or Federal Tax I.D. No. provided below, if any, is true and correct. The undersigned understands that the solicitation of votes for the Plan is subject to all the terms and conditions set forth in the Disclosure Statement and the Disclosure Statement Order. The undersigned understands that, if this Ballot is validly executed but does not indicate either acceptance or rejection of the Plan, this Ballot will not be counted as either an acceptance or rejection of the Plan.

Name of Creditor (Please Print)

Social Security or Federal Tax I.D. No. (Optional)

Authorized Signature

Name of Signatory

If by Authorized Agent, Name and Title²

Street Address

City, State, Zip Code

Telephone Number

Date Completed

IF YOU HAVE RECEIVED A DAMAGED BALLOT OR HAVE LOST YOUR BALLOT, OR IF YOU HAVE ANY QUESTIONS CONCERNING THIS BALLOT OR THE VOTING PROCEDURES, PLEASE CALL OMNI MANAGEMENT GROUP AT 818-906-8300. PLEASE NOTE THAT OMNI MANAGEMENT GROUP IS NOT AUTHORIZED TO AND WILL NOT PROVIDE LEGAL ADVICE.

² As indicated in the Voting Information and Instructions for Completing the Ballot, evidence of authority **must** be included with this Ballot unless (a) the signatory is an officer or employee of the entity that is the creditor or (b) the creditor is a natural person and the signatory to this Ballot is such natural person.

EXHIBIT 2-A TO DISCLOSURE STATEMENT ORDER

**Non-Voting Notice
(Unimpaired and Deemed to Accept the Plan)**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	
	§	
	§	Chapter 11
	§	
4 West Holdings, Inc. <i>et al.</i> , ¹	§	Case No. 18-30777 (HDH)
	§	
Debtors.	§	(Jointly Administered)
	§	
	§	

NOTICE OF UNIMPAIRED STATUS UNDER DEBTORS’ FIRST AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

On [●], 2018, the Honorable Harlin D. Hale, United States Bankruptcy Judge for the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, 1100 Commerce Street, 14th Floor, Courtroom 3, Dallas, Texas 75242-1496 (the “Court”) entered the *Order Approving (A) Disclosure Statement, (B) Determining Dates, Procedures, and Forms Applicable to Solicitation Process, (C) Establishing Vote Tabulation Procedures, and (D) Establishing Objection Deadline and Scheduling Plan Confirmation Hearing* [Docket No. ____] (the “Order”).

Among other things, the Order approved the *Disclosure Statement for the Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. __] (the “Disclosure Statement”) filed by the Debtors. You are being provided this *Notice of Unimpaired Status Under Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the “Notice”) with respect to the *Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 21] (the “Plan”).²

UNDER THE TERMS OF THE PLAN, YOUR ALLOWED CLAIMS AGAINST THE DEBTORS WILL BE SATISFIED IN FULL. THEREFORE, YOUR CLAIMS ARE CONSIDERED UNIMPAIRED AND WILL BE UNAFFECTED BY THESE CHAPTER 11 CASES. IN ACCORDANCE WITH SECTION 1126(f) OF THE BANKRUPTCY CODE, YOU ARE CONCLUSIVELY PRESUMED TO HAVE ACCEPTED THE PLAN AND ARE NOT ENTITLED TO VOTE ON THE PLAN. NEVERTHELESS, YOU ARE A PARTY IN INTEREST IN THE DEBTORS’ CHAPTER 11 CASES. YOU ARE ENTITLED TO PARTICIPATE IN THE DEBTORS’ CHAPTER 11 CASES, INCLUDING BY FILING OBJECTIONS TO CONFIRMATION OF THE PLAN.

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, is attached hereto as Exhibit A.

² Capitalized terms not defined herein have the meanings given to them in the Plan or the Disclosure Statement.

Plan Summary

The following is an overview of the treatment to be afforded to each class of Claims or Interests as provided under the Plan. It is provided for convenience only and is specifically qualified by the Plan itself.

Class	Claim/Equity Interest	Status	Voting Rights	Treatment
1.	Omega Secured Claim	Impaired	<i>Entitled to Vote</i>	On the Effective Date, each Holder of an Omega Secured Claim shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for such Omega Secured Claim, (i) the General Unsecured Claims Cash Amount; and (ii) any remaining Distribution Trust Assets, other than the General Unsecured Claims Cash Amount, following payment in Cash of, or adequate reserve for, Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Secured Tax Claims, and Allowed Other Secured Claims.
2.	Secured Tax Claims	Unimpaired	Deemed to Accept	Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 2 Claim is an Allowed Class 2 Claim as of the Effective Date or (ii) the date on which such Class 2 Claim becomes an Allowed Class 2 Claim, each Holder of an Allowed Class 2 Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or the Distribution Trust, as applicable, after consultation with Omega: (A) Cash equal to the amount of such Allowed Class 2 Claim; (B) such other less favorable treatment as to which the Debtors or Distribution Trust, as applicable, and the Holder of such Allowed Class 2 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 2 Claim; provided, however, that to the extent such Collateral relates to the Restructuring Portfolio, only upon the consent of the Plan Sponsor; (D) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code or (E) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 2 Claim payable in regular installment payments over a period ending not more than

<u>Class</u>	<u>Claim/Equity Interest</u>	<u>Status</u>	<u>Voting Rights</u>	<u>Treatment</u>
				five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Distribution Trust, as applicable. Any installment payments to be made under clause (E) above shall be made in equal quarterly Cash payments beginning on the first applicable Subsequent Distribution Date, and continuing on each Subsequent Distribution Date thereafter until payment in full of the applicable Allowed Class 2 Claim.
3.	Other Secured Claims	Unimpaired	Deemed to Accept	Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 3 Claim is an Allowed Class 3 Claim as of the Effective Date or (ii) the date on which such Class 3 Claim becomes an Allowed Class 3 Claim, each Holder of an Allowed Class 3 Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or the Distribution Trust, as applicable, after consultation with Omega: (A) Cash equal to the amount of such Allowed Class 3 Claim; (B) such other less favorable treatment as to which the Debtors or Distribution Trust, as applicable, and the Holder of such Allowed Class 3 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 3 Claim; provided, however, that to the extent such Collateral relates to the Restructuring Portfolio, only upon the consent of the Plan Sponsor or (D) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code.
4.	General Unsecured Claims	Impaired	<i>Entitled to Vote</i>	Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 4 Claim is an Allowed Class 4 Claim as of the Effective Date or (ii) the date on which such Class 4 Claim becomes an Allowed Class 4 Claim, each Holder of an Allowed Class 4 Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class

<u>Class</u>	<u>Claim/Equity Interest</u>	<u>Status</u>	<u>Voting Rights</u>	<u>Treatment</u>
				4 Claim, at the election of the Debtors or the Distribution Trust, as applicable: (A)(1) its Pro Rata share of the General Unsecured Claims Cash Amount or (B) such other less favorable treatment as to which the Debtors or Distribution Trust, as applicable, and the Holder of such Allowed Class 4 Claim shall have agreed upon in writing.
5.	Subordinated Claims	Impaired	Deemed to Reject	Subordinated Claims are subordinated pursuant to the Plan and section 510 of the Bankruptcy Code. The holders of Subordinated Claims shall not receive or retain any property under the Plan on account of such Claims, and the obligations of the Debtors and the Reorganized Debtors on account of Subordinated Claims shall be discharged.
6.	Equity Interests	Impaired	Deemed to Reject	On the Effective Date, subject to the Restructuring Transactions, the Equity Interests will be cancelled without further notice to, approval of or action by any Person or Entity, and each Holder of an Equity Interest shall not receive any distribution or retain any property on account of such Equity Interest.

Relevant Deadlines

The Court has set **July 16, 2018 at 9:00 a.m. (CDT)** as the date and time for hearing on confirmation of the Plan and to consider any objections to the Plan. The confirmation hearing will be held at the **United States Bankruptcy Court for the Northern District of Texas, Dallas Division, 1100 Commerce Street, 14th Floor, Courtroom 3, Dallas, Texas 75242-1496**. The hearing may be adjourned from time to time without further notice other than a notice filed on the Court's docket or an announcement of the adjourned date(s) at the hearing, and, thereafter, at any adjourned hearing(s). In addition, the Plan may be modified without further notice prior to or as a result of the confirmation hearing, and, thereafter, as otherwise provided in the Bankruptcy Code.

Objections to confirmation of the Plan or proposed modifications to the Plan, if any, must (i) be in writing; (ii) state the name and address of the responding party and the amount and nature of the claim or interest of such party; (iii) state with particularity the legal and factual basis of any response; (iv) conform to the Bankruptcy Rules and Local Rules; and (v) be filed with the Bankruptcy Court, together with proof of service, electronically, in accordance with the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means (the "Administrative Procedures") (the Administrative Procedures can be found at the Bankruptcy Court's official website (<http://www.txnb.uscourts.gov>)), by registered users of the Bankruptcy Court's case filing system and, by all other parties in interest without legal representation, in paper form, and served in accordance with the Administrative Procedures and the Local Rules, so as to be actually received not later than **5:00 p.m.**

(CDT) on July 5, 2018 (the “Objection Deadline”) and, such service shall be completed and actually received by the following parties on or prior to the Objection Deadline: (a) counsel for the Debtors, DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020 (Attn: Thomas R. Califano, Esq. and Dienna Corrado, Esq.), One Atlantic Center, 1201 West Peachtree Street, Suite 2800, Atlanta, GA 30309 (Attn: Daniel Simon, Esq.), 1717 Main Street, Suite 4600, Dallas, TX 75201 (Attn: Andrew Zollinger, Esq.), (b) the Office of the United States Trustee for the Northern District of Texas, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, TX 75242 (Attn: Nancy Resnick, Esq.), (c) counsel to OHI Asset RO, LLC and the DIP Lender, Bryan Cave, LLP, One Atlantic Center, 1201 West Peachtree Street, Suite 1400, Atlanta, GA 30309 (Attn: Mark Duedall, Esq.), JP Morgan Chase Tower, 2200 Ross Avenue, Suite 3300, Dallas, TX 75201 (Attn: Keith Aurzada, Esq.), and One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, MO 63102 (Attn: David Unseth, Esq.), (d) counsel to the Plan Sponsor, Neligan LLP, 325 N. St. Paul Street, Suite 3600, Dallas, Texas 75201 (Attn: Patrick J. Neligan, Esq. and James P. Muenker, Esq.), and (e) counsel to the Official Committee of Unsecured Creditors, Norton Rose Fulbright US LLP, 2200 Ross Avenue, Suite 3600, Dallas, Texas 75201 (Attn.: Ryan E. Manns, Esq.), and Pepper Hamilton LLP, 3000 Two Logan Square, Philadelphia, PA 19103 (Attn.: Francis J. Lawall, Esq.), Hercules Plaza, Suite 5100, 1313 N. Market Street, Wilmington, DE 19899 (Attn.: Donald J. Detweiler, Esq.).

To the extent you also hold an Impaired Claim and therefore are entitled to vote on the Plan, the Court has fixed **July 5, 2018 at 5:00 p.m. (CDT)** (the “Voting Deadline”) as the deadline for the receipt of Ballots evidencing the votes accepting or rejecting the Plan. Holders of Claims entitled to vote will receive solicitation materials separately.

Plan Injunction, Releases, and Exculpation

Article X of the Plan contains the following release, injunction, and exculpation provisions. You should review the Disclosure Statement and the Plan carefully. You may wish to seek independent legal advice concerning the Plan and your classification and treatment under the Plan.

RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED IN THE PLAN

X.B Release of Claims and Causes of Action

1. ***Release by the Debtors and Their Estates.*** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “Debtor Releasing Parties”) will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “Debtor Release”) from any and all Claims, Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of (i) the Debtors, the

Chapter 11 Cases, the marketing of any of the Debtors' assets, the Disclosure Statement, the Plan and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, including, but not limited to, the Master Leases and the Omega Working Capital Loan Agreement, (iv) the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Restructuring Documents, or related agreements, instruments or other documents, including the Omega Compromise, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Claim or Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of the Debtor Release shall not operate to waive, release or otherwise impair: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction and/or (ii) the rights of such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court.

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in Article X.B of the Plan 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 the 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 herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, including the Omega Compromise; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. Release by Third Parties. Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be

deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the **“Third Party Release”**) from any and all Claims, Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of (i) the Debtors, the Chapter 11 Cases, the Disclosure Statement, the Plan and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, including, but not limited to, the Master Leases, (iv) the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Restructuring Documents, or related agreements, instruments or other documents, including the Omega Compromise, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Claim or Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive, release or otherwise impair: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any of the indebtedness and obligations of the Debtors and/or the Reorganized Debtors under the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court; (iii) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (iv) any objections with respect to any Professional’s final fee application or accrued Professional Fee Claims in these Chapter 11 Cases.

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

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court’s finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, including the Omega Compromise; (ii) a good faith settlement and compromise of the Claims released by the Third Party Release; (iii) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

X.E. 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 the Plan, the Disclosure Statement, the Restructuring Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the 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 the Plan including the Omega Compromise; provided, however, that the foregoing provisions of the exculpation shall not operate to waive, release or otherwise impair: (i) any Causes of Action expressly set forth in and preserved by the Plan or the Plan Supplement; (ii) 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; (iii) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court, (iv) the rights of any Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (v) 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 Article X.E of the Plan 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 the Plan.

X.G. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO

RELEASED OR DISCHARGED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

Obtaining Disclosure Statement and Plan

You may obtain copies of pleadings filed in these chapter 11 cases without charge at the Debtors' case information website, located at www.omnimgt.com/4west.

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Dated: [●], 2018
Dallas, Texas

Respectfully submitted,

DLA PIPER LLP (US)

/s/ DRAFT

Andrew Zollinger, State Bar No. 24063944
DLA Piper LLP (US)
1717 Main Street, Suite 4600
Dallas, Texas 75201-4629
Telephone: (214) 743-4500
Facsimile: (214) 743-4545
Email: andrew.zollinger@dlapiper.com

-and-

Thomas R. Califano (admitted *pro hac vice*)
Dienna Corrado (admitted *pro hac vice*)
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: thomas.califano@dlapiper.com
dienna.corrado@dlapiper.com

-and-

Daniel M. Simon (admitted *pro hac vice*)
One Atlantic Center
1201 West Peachtree Street, Suite 2800
Atlanta, Georgia 30309
Telephone: (404) 736-7800
Facsimile: (404) 682-7800
Email: daniel.simon@dlapiper.com

Counsel for the Debtors

EXHIBIT 2-B TO DISCLOSURE STATEMENT ORDER

**Non-Voting Notice
(Impaired and Deemed to Reject the Plan)**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	
	§	
	§	Chapter 11
	§	
4 West Holdings, Inc. <i>et al.</i> , ¹	§	Case No. 18-30777 (HDH)
	§	
Debtors.	§	(Jointly Administered)
	§	
	§	

NOTICE OF FULLY IMPAIRED STATUS UNDER DEBTORS’ FIRST AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

On [●], 2018, the Honorable Harlin D. Hale, United States Bankruptcy Judge for the United States Bankruptcy Court for the Northern District of Texas, Dallas Division, 1100 Commerce Street, 14th Floor, Courtroom 3, Dallas, Texas 75242-1496 (the “Court”) entered the *Order Approving (A) Disclosure Statement, (B) Determining Dates, Procedures, and Forms Applicable to Solicitation Process, (C) Establishing Vote Tabulation Procedures, and (D) Establishing Objection Deadline and Scheduling Plan Confirmation Hearing* [Docket No. __] (the “Order”).

Among other things, the Order approved the *Disclosure Statement for the Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. __] (the “Disclosure Statement”) filed by the Debtors. You are being provided this *Notice of Impaired Status Under Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the “Notice”) with respect to the *Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 21] (the “Plan”).²

YOU ARE RECEIVING THIS NOTICE BECAUSE UNDER THE TERMS OF THE PLAN YOU ARE THE HOLDER OF A CLAIM AGAINST, OR INTEREST IN, THE DEBTORS AND ARE NOT ENTITLED TO RECEIVE OR RETAIN ANY PROPERTY ON ACCOUNT OF YOUR CLAIM OR INTEREST. IF THE PLAN IS CONFIRMED BY THE COURT, YOUR CLAIMS OR INTERESTS WILL BE CANCELED OR OTHERWISE TERMINATED IN ACCORDANCE WITH THE PLAN AS TO THE DEBTORS AND IN ACCORDANCE WITH SECTION 1126(G) OF THE BANKRUPTCY CODE YOU ARE DEEMED TO HAVE REJECTED THE PLAN AND ARE NOT ENTITLED TO VOTE ON THE PLAN. NEVERTHELESS, YOU ARE A PARTY IN INTEREST IN THE DEBTORS’ CHAPTER 11 CASES. YOU ARE ENTITLED TO PARTICIPATE IN THE DEBTORS’ CHAPTER 11 CASES, INCLUDING BY FILING OBJECTIONS TO CONFIRMATION OF THE PLAN.

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, is attached hereto as Exhibit A.

² Capitalized terms not defined herein have the meanings given to them in the Plan or the Disclosure Statement.

Plan Summary

The following is an overview of the treatment to be afforded to each class of Claims or Interests as provided under the Plan. It is provided for convenience only and is specifically qualified by the Plan itself.

Class	Claim/Equity Interest	Status	Voting Rights	Treatment
1.	Omega Secured Claim	Impaired	<i>Entitled to Vote</i>	On the Effective Date, each Holder of an Omega Secured Claim shall receive, in full satisfaction, settlement, discharge and release of, and in exchange for such Omega Secured Claim, (i) the General Unsecured Claims Cash Amount; and (ii) any remaining Distribution Trust Assets, other than the General Unsecured Claims Cash Amount, following payment in Cash of, or adequate reserve for, Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Secured Tax Claims, and Allowed Other Secured Claims.
2.	Secured Tax Claims	Unimpaired	Deemed to Accept	Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 2 Claim is an Allowed Class 2 Claim as of the Effective Date or (ii) the date on which such Class 2 Claim becomes an Allowed Class 2 Claim, each Holder of an Allowed Class 2 Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 2 Claim, at the election of the Debtors or the Distribution Trust, as applicable, after consultation with Omega: (A) Cash equal to the amount of such Allowed Class 2 Claim; (B) such other less favorable treatment as to which the Debtors or Distribution Trust, as applicable, and the Holder of such Allowed Class 2 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 2 Claim; provided, however, that to the extent such Collateral relates to the Restructuring Portfolio, only upon the consent of the Plan Sponsor; (D) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code or (E) pursuant to and in accordance with sections 1129(a)(9)(C) and 1129(a)(9)(D) of the Bankruptcy Code, Cash in an aggregate amount of such Allowed Class 2 Claim payable in regular installment payments over a period ending not more than

<u>Class</u>	<u>Claim/Equity Interest</u>	<u>Status</u>	<u>Voting Rights</u>	<u>Treatment</u>
				five (5) years after the Petition Date, plus simple interest at the rate required by applicable non-bankruptcy law on any outstanding balance from the Effective Date, or such lesser rate as is agreed to in writing by a particular taxing authority and the Debtors or Distribution Trust, as applicable. Any installment payments to be made under clause (E) above shall be made in equal quarterly Cash payments beginning on the first applicable Subsequent Distribution Date, and continuing on each Subsequent Distribution Date thereafter until payment in full of the applicable Allowed Class 2 Claim.
3.	Other Secured Claims	Unimpaired	Deemed to Accept	Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 3 Claim is an Allowed Class 3 Claim as of the Effective Date or (ii) the date on which such Class 3 Claim becomes an Allowed Class 3 Claim, each Holder of an Allowed Class 3 Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class 3 Claim, at the election of the Debtors or the Distribution Trust, as applicable, after consultation with Omega: (A) Cash equal to the amount of such Allowed Class 3 Claim; (B) such other less favorable treatment as to which the Debtors or Distribution Trust, as applicable, and the Holder of such Allowed Class 3 Claim shall have agreed upon in writing; (C) the Collateral securing such Allowed Class 3 Claim; provided, however, that to the extent such Collateral relates to the Restructuring Portfolio, only upon the consent of the Plan Sponsor or (D) such other treatment such that it will not be impaired pursuant to section 1124 of the Bankruptcy Code.
4.	General Unsecured Claims	Impaired	<i>Entitled to Vote</i>	Subject to Article VIII of the Plan, on, or as soon as reasonably practicable after, the later of (i) the Initial Distribution Date if such Class 4 Claim is an Allowed Class 4 Claim as of the Effective Date or (ii) the date on which such Class 4 Claim becomes an Allowed Class 4 Claim, each Holder of an Allowed Class 4 Claim shall receive in full satisfaction, settlement, discharge and release of, and in exchange for, such Allowed Class

<u>Class</u>	<u>Claim/Equity Interest</u>	<u>Status</u>	<u>Voting Rights</u>	<u>Treatment</u>
				4 Claim, at the election of the Debtors or the Distribution Trust, as applicable: (A)(1) its Pro Rata share of the General Unsecured Claims Cash Amount or (B) such other less favorable treatment as to which the Debtors or Distribution Trust, as applicable, and the Holder of such Allowed Class 4 Claim shall have agreed upon in writing.
5.	Subordinated Claims	Impaired	Deemed to Reject	Subordinated Claims are subordinated pursuant to the Plan and section 510 of the Bankruptcy Code. The holders of Subordinated Claims shall not receive or retain any property under the Plan on account of such Claims, and the obligations of the Debtors and the Reorganized Debtors on account of Subordinated Claims shall be discharged.
6.	Equity Interests	Impaired	Deemed to Reject	On the Effective Date, subject to the Restructuring Transactions, the Equity Interests will be cancelled without further notice to, approval of or action by any Person or Entity, and each Holder of an Equity Interest shall not receive any distribution or retain any property on account of such Equity Interest.

Relevant Deadlines

The Court has set **July 16, 2018 at 9:00 a.m. (CDT)** as the date and time for hearing on confirmation of the Plan and to consider any objections to the Plan. The confirmation hearing will be held at the **United States Bankruptcy Court for the Northern District of Texas, Dallas Division, 1100 Commerce Street, 14th Floor, Courtroom 3, Dallas, Texas 75242-1496**. The hearing may be adjourned from time to time without further notice other than a notice filed on the Court's docket or an announcement of the adjourned date(s) at the hearing, and, thereafter, at any adjourned hearing(s). In addition, the Plan may be modified without further notice prior to or as a result of the confirmation hearing, and, thereafter, as otherwise provided in the Bankruptcy Code.

Objections to confirmation of the Plan or proposed modifications to the Plan, if any, must (i) be in writing; (ii) state the name and address of the responding party and the amount and nature of the claim or interest of such party; (iii) state with particularity the legal and factual basis of any response; (iv) conform to the Bankruptcy Rules and Local Rules; and (v) be filed with the Bankruptcy Court, together with proof of service, electronically, in accordance with the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means (the "Administrative Procedures") (the Administrative Procedures can be found at the Bankruptcy Court's official website (<http://www.txnb.uscourts.gov>)), by registered users of the Bankruptcy Court's case filing system and, by all other parties in interest without legal representation, in paper form, and served in accordance with the Administrative Procedures and the Local Rules, so as to be actually received not later than **5:00 p.m.**

(CDT) on July 5, 2018 (the “Objection Deadline”) and, such service shall be completed and actually received by the following parties on or prior to the Objection Deadline: (a) counsel for the Debtors, DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020 (Attn: Thomas R. Califano, Esq. and Dienna Corrado, Esq.), One Atlantic Center, 1201 West Peachtree Street, Suite 2800, Atlanta, GA 30309 (Attn: Daniel Simon, Esq.), 1717 Main Street, Suite 4600, Dallas, TX 75201 (Attn: Andrew Zollinger, Esq.), (b) the Office of the United States Trustee for the Northern District of Texas, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, TX 75242 (Attn: Nancy Resnick, Esq.), (c) counsel to OHI Asset RO, LLC and the DIP Lender, Bryan Cave, LLP, One Atlantic Center, 1201 West Peachtree Street, Suite 1400, Atlanta, GA 30309 (Attn: Mark Duedall, Esq.), JP Morgan Chase Tower, 2200 Ross Avenue, Suite 3300, Dallas, TX 75201 (Attn: Keith Aurzada, Esq.), and One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, MO 63102 (Attn: David Unseth, Esq.), (d) counsel to the Plan Sponsor, Neligan LLP, 325 N. St. Paul Street, Suite 3600, Dallas, Texas 75201 (Attn: Patrick J. Neligan, Esq. and James P. Muenker, Esq.), and (e) counsel to the Official Committee of Unsecured Creditors, Norton Rose Fulbright US LLP, 2200 Ross Avenue, Suite 3600, Dallas, Texas 75201 (Attn.: Ryan E. Manns, Esq.), and Pepper Hamilton LLP, 3000 Two Logan Square, Philadelphia, PA 19103 (Attn.: Francis J. Lawall, Esq.), Hercules Plaza, Suite 5100, 1313 N. Market Street, Wilmington, DE 19899 (Attn.: Donald J. Detweiler, Esq.).

To the extent you also hold an Impaired Claim and therefore are entitled to vote on the Plan, the Court has fixed **July 5, 2018 at 5:00 p.m. (CDT)** (the “Voting Deadline”) as the deadline for the receipt of Ballots evidencing the votes accepting or rejecting the Plan. Holders of Claims entitled to vote will receive solicitation materials separately.

Plan Injunction, Releases, and Exculpation

Article X of the Plan contains the following release, injunction, and exculpation provisions. You should review the Disclosure Statement and the Plan carefully. You may wish to seek independent legal advice concerning the Plan and your classification and treatment under the Plan.

RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS CONTAINED IN THE PLAN

X.B Release of Claims and Causes of Action

1. ***Release by the Debtors and Their Estates.*** Pursuant to section 1123(b) and any other applicable provisions of the Bankruptcy Code, and except as otherwise expressly provided in this Plan, effective as of the Effective Date, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, the Debtors and the Reorganized Debtors, in their respective individual capacities and as debtors-in-possession, and on behalf of themselves and their respective Estates, including, without limitation, any successor to the Debtors or any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code (collectively, the “Debtor Releasing Parties”) will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Debtor Releasing Parties) and their respective assets and properties (the “Debtor Release”) from any and all Claims, Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of (i) the Debtors, the

Chapter 11 Cases, the marketing of any of the Debtors' assets, the Disclosure Statement, the Plan and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, including, but not limited to, the Master Leases and the Omega Working Capital Loan Agreement, (iv) the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Restructuring Documents, or related agreements, instruments or other documents, including the Omega Compromise, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale, or rescission of the purchase or sale of any Claim or Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) or that any Holder of a Claim or Equity Interest or other Entity would have been legally entitled to assert for, or on behalf or in the name of, any Debtor, its respective Estate or any Reorganized Debtor (whether directly or derivatively) against any of the Released Parties; provided, however, that the foregoing provisions of the Debtor Release shall not operate to waive, release or otherwise impair: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction and/or (ii) the rights of such Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court.

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person and the Confirmation Order will permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in Article X.B of the Plan 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 the 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 herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, including the Omega Compromise; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. Release by Third Parties. Except as otherwise expressly provided in the Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be

deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the **“Third Party Release”**) from any and all Claims, Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of (i) the Debtors, the Chapter 11 Cases, the Disclosure Statement, the Plan and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in the Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, including, but not limited to, the Master Leases, (iv) the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Restructuring Documents, or related agreements, instruments or other documents, including the Omega Compromise, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Claim or Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of the Plan or the solicitation of votes on the Plan that such Non-Debtor Releasing Party would have been legally entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive, release or otherwise impair: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any of the indebtedness and obligations of the Debtors and/or the Reorganized Debtors under the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court; (iii) the rights of such Non-Debtor Releasing Party to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (iv) any objections with respect to any Professional’s final fee application or accrued Professional Fee Claims in these Chapter 11 Cases.

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

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court’s finding that the Third Party Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, including the Omega Compromise; (ii) a good faith settlement and compromise of the Claims released by the Third Party Release; (iii) in the best interest of the Debtors and all Holders of Claims and Equity Interests; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

X.E. 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 the Plan, the Disclosure Statement, the Restructuring Documents or any contract, instrument, release or other agreement or document created or entered into in connection with the 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 the Plan including the Omega Compromise; provided, however, that the foregoing provisions of the exculpation shall not operate to waive, release or otherwise impair: (i) any Causes of Action expressly set forth in and preserved by the Plan or the Plan Supplement; (ii) 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; (iii) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under the Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court, (iv) the rights of any Entity to enforce the Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with the Plan or assumed pursuant to the Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (v) 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 Article X.E of the Plan 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 the Plan.

X.G. Injunction

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR THE CONFIRMATION ORDER, FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO

RELEASED OR DISCHARGED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

Obtaining Disclosure Statement and Plan

You may obtain copies of pleadings filed in these chapter 11 cases without charge at the Debtors' case information website, located at www.omnimgt.com/4west.

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Dated: [●], 2018
Dallas, Texas

Respectfully submitted,

DLA PIPER LLP (US)

/s/ DRAFT

Andrew Zollinger, State Bar No. 24063944
DLA Piper LLP (US)
1717 Main Street, Suite 4600
Dallas, Texas 75201-4629
Telephone: (214) 743-4500
Facsimile: (214) 743-4545
Email: andrew.zollinger@dlapiper.com

-and-

Thomas R. Califano (admitted *pro hac vice*)
Dienna Corrado (admitted *pro hac vice*)
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: thomas.califano@dlapiper.com
dienna.corrado@dlapiper.com

-and-

Daniel M. Simon (admitted *pro hac vice*)
One Atlantic Center
1201 West Peachtree Street, Suite 2800
Atlanta, Georgia 30309
Telephone: (404) 736-7800
Facsimile: (404) 682-7800
Email: daniel.simon@dlapiper.com

Counsel for the Debtors

EXHIBIT 3 TO DISCLOSURE STATEMENT ORDER

Confirmation Hearing Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

	§	
	§	
In re:	§	Chapter 11
	§	
4 West Holdings, Inc. <i>et al.</i> , ¹	§	Case No. 18-30777 (HDH)
	§	
Debtors.	§	(Jointly Administered)
	§	
	§	

**NOTICE TO CONSIDER CONFIRMATION OF, AND DEADLINE
FOR OBJECTING TO, DEBTORS' FIRST AMENDED JOINT PLAN OF
REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE THAT on May 25, 2018, the above-captioned debtors (collectively, the “Debtors”) filed the *Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. ___] (the “Plan”) and accompanying *Disclosure Statement for the Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. ___] (the “Disclosure Statement”).²

PLEASE TAKE FURTHER NOTICE THAT on [•], 2018, the Honorable Harlin D. Hale, United States Bankruptcy Judge for the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Court”) entered the *Order Approving (A) Disclosure Statement, (B) Determining Dates, Procedures, and Forms Applicable to Solicitation Process, (C) Establishing Vote Tabulation Procedures, and (D) Establishing Objection Deadline and Scheduling Plan Confirmation Hearing* [Docket No. •] (the “Order”).

PLEASE TAKE FURTHER NOTICE THAT the Court has set **July 16, 2018 at 9:00 a.m. (CDT)** as the date and time for hearing on confirmation of the Plan and to consider any objections to the Plan. The confirmation hearing will be held at the **United States Bankruptcy Court for the Northern District of Texas, Dallas Division, 1100 Commerce Street, 14th Floor, Courtroom 3, Dallas, Texas 75242-1496**. The hearing may be adjourned from time to time without further notice other than a notice filed on the Court’s docket or an announcement of the adjourned date(s) at the hearing, and, thereafter, at any adjourned hearing(s). In addition, the Plan may be modified without further notice prior to or as a result of the confirmation hearing, and, thereafter, as otherwise provided in the Bankruptcy Code.

¹ A list of the Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, is attached hereto as Exhibit A. The Debtors’ address for notice purposes only is 15950 Dallas Parkway, Dallas, Texas 75248, Attn: Louis E. Robichaux IV.

² Capitalized terms not defined herein have the meanings given to them in the Plan or the Disclosure Statement.

PLEASE TAKE FURTHER NOTICE THAT objections to confirmation of the Plan or proposed modifications to the Plan, if any, must (i) be in writing; (ii) state the name and address of the responding party and the amount and nature of the claim or interest of such party; (iii) state with particularity the legal and factual basis of any response; (iv) conform to the Bankruptcy Rules and Local Rules; and (v) be filed with the Bankruptcy Court, together with proof of service, electronically, in accordance with the Administrative Procedures for the Filing, Signing, and Verifying of Documents by Electronic Means (the “Administrative Procedures”) (the Administrative Procedures can be found at the Bankruptcy Court’s official website (<http://www.txnb.uscourts.gov>)), by registered users of the Bankruptcy Court’s case filing system and, by all other parties in interest without legal representation, in paper form, and served in accordance with the Administrative Procedures and the Local Rules, so as to be actually received not later than **5:00 p.m. (CDT) on July 5, 2018** (the “Objection Deadline”) and, such service shall be completed and actually received by the following parties on or prior to the Objection Deadline: (a) counsel for the Debtors, DLA Piper LLP (US), 1251 Avenue of the Americas, New York, NY 10020 (Attn: Thomas R. Califano, Esq. and Dienna Corrado, Esq.), One Atlantic Center, 1201 West Peachtree Street, Suite 2800, Atlanta, GA 30309 (Attn: Daniel Simon, Esq.), 1717 Main Street, Suite 4600, Dallas, TX 75201 (Attn: Andrew Zollinger, Esq.), (b) the Office of the United States Trustee for the Northern District of Texas, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, TX 75242 (Attn: Nancy Resnick, Esq.), (c) counsel to OHI Asset RO, LLC and the DIP Lender, Bryan Cave, LLP, One Atlantic Center, 1201 West Peachtree Street, Suite 1400, Atlanta, GA 30309 (Attn: Mark Duedall, Esq.), JP Morgan Chase Tower, 2200 Ross Avenue, Suite 3300, Dallas, TX 75201 (Attn: Keith Aurzada, Esq.), and One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, MO 63102 (Attn: David Unseth, Esq.), (d) counsel to the Plan Sponsor, Neligan LLP, 325 N. St. Paul Street, Suite 3600, Dallas, Texas 75201 (Attn: Patrick J. Neligan, Esq. and James P. Muenker, Esq.), and (e) counsel to the Official Committee of Unsecured Creditors, Norton Rose Fulbright US LLP, 2200 Ross Avenue, Suite 3600, Dallas, Texas 75201 (Attn.: Ryan E. Manns, Esq.), and Pepper Hamilton LLP, 3000 Two Logan Square, Philadelphia, PA 19103 (Attn.: Francis J. Lawall, Esq.), Hercules Plaza, Suite 5100, 1313 N. Market Street, Wilmington, DE 19899 (Attn.: Donald J. Detweiler, Esq.).

ARTICLE X OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE PLAN CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. IF YOU ARE THE HOLDER OF A CLAIM IN CLASS 4, YOU MAY ELECT TO OPT OUT OF THE PLAN’S THIRD-PARTY RELEASE PROVISIONS BY CHECKING THE APPLICABLE BOX ON YOUR BALLOT. IF YOU ARE THE HOLDER OF A CLAIM IN CLASS 4 AND YOU DO NOT AFFIRMATIVELY OPT OUT OF THE THIRD-PARTY RELEASES, THEN YOU MAY BE BOUND BY SUCH RELEASES.

Obtaining Disclosure Statement and Plan

You may obtain copies of pleadings filed in these chapter 11 cases without charge at the Debtors’ case information website, located at www.omnimgt.com/4west.

Dated: [•], 2018
Dallas, Texas

Respectfully submitted,

DLA PIPER LLP (US)

/s/ DRAFT

Andrew Zollinger, State Bar No. 24063944
DLA Piper LLP (US)
1717 Main Street, Suite 4600
Dallas, Texas 75201-4629
Telephone: (214) 743-4500
Facsimile: (214) 743-4545
Email: andrew.zollinger@dlapiper.com

-and-

Thomas R. Califano (admitted *pro hac vice*)
Dienna Corrado (admitted *pro hac vice*)
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: thomas.califano@dlapiper.com
dienna.corrado@dlapiper.com

-and-

Daniel M. Simon (admitted *pro hac vice*)
One Atlantic Center
1201 West Peachtree Street, Suite 2800
Atlanta, Georgia 30309
Telephone: (404) 736-7800
Facsimile: (404) 682-7800
Email: daniel.simon@dlapiper.com

Counsel for the Debtors

EXHIBIT 4 TO DISCLOSURE STATEMENT ORDER

Committee Letter

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF

4 WEST HOLDINGS, INC., *et al.*

c/o Pepper Hamilton LLP

Wilmington, DE 19899-1709

June [5], 2018

To: All Unsecured Creditors of 4 West Holdings, Inc., *et al.*:

On March 6, 2018 (the “Petition Date”), 4 West Holdings, Inc. and 134 of its affiliated debtor companies (collectively the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division. The Debtors’ chapter 11 bankruptcy cases (the “Chapter 11 Cases”) have been assigned to the Honorable Harlin D. Hale, and are being jointly-administered under Case No. 18-30777 (HDH).

On March 16, 2018, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors (the “Committee”). The Committee acts as the fiduciary body representing the interests of all unsecured creditors in the Chapter 11 Cases. Pepper Hamilton LLP and Norton Rose Fulbright US LLP serve as counsel to the Committee.

The Committee submits this letter to you in connection with the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [Docket No. ____] (the “Plan”).¹

IF THE PROPOSED PLAN CURRENTLY BEFORE THE COURT IS CONFIRMED, THE RECOVERY TO ALLOWED GENERAL UNSECURED CLAIMS WILL BE LESS THAN ONE HALF OF ONE CENT. THE COMMITTEE DOES NOT SUPPORT THE PLAN AND RECOMMENDS THAT HOLDERS OF UNSECURED CLAIMS VOTE TO REJECT THE PLAN AND “OPT-OUT” OF ANY RELEASES PROPOSED BY THE PLAN BY SELECTING THE “OPT-OUT” BOX ON THEIR BALLOT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH ON THEIR BALLOTS.

Each Creditor, however, must make its own independent decision as to whether or not the Plan is acceptable to that Creditor before voting to accept or reject the Plan.

Since its appointment, the Committee and its advisors have been working diligently to review the Plan, the valuation of the Debtors’ assets, and the fairness of the distributions proposed to creditors under the Plan. The Committee and its advisors have also been busy investigating a number of the prepetition transactions that may give rise to claims or causes of action that could benefit the Debtors’ estates and the holders of allowed unsecured claims. These potential claims and causes of action include, but are not limited to, claims and causes of action to: (i) recover fraudulent transfers or fraudulent conveyances, (ii) recover preferential transfers, (iii) recharacterize or subordinate the Debtors’ existing debt and real

¹ The Plan is attached as **Exhibit** ____ to the Disclosure Statement. Any capitalized terms used but not defined herein have the meaning ascribed to them in the Plan.

property lease obligations; and (iv) recover damages arising from a breach of fiduciary duty. The Committee has also been investigating the nature, extent, validity and priority of any liens and claims granted to the Debtors' prepetition secured lenders.

On May 29, 2018, the Committee filed a Motion for Standing to Pursue Derivative Claims Against the Omega Parties on Behalf of the Debtors' Estates (the "Motion"). A draft complaint against Omega has been affixed to the Motion. A copy of the Motion and draft complaint can be found at Docket No. 469 of the Chapter 11 Cases website at <http://omnimgt.com>.

The Committee believes that the Plan is not confirmable for a number of reasons, including, but not limited to, the following: (a) the broad release and exculpation provisions in the Plan that may not be supported by the law of the Fifth Circuit and the facts of these cases; (b) the Plan may not satisfy several provisions of section 1129(a) of the Bankruptcy Code, including the good faith test (1129(a)(3)), the best interest of creditors test (1129(a)(7)), the feasibility test (1129(a)(11)), and; (c) the Plan may not satisfy section 1129(b) of the Bankruptcy Code as it discriminates unfairly and is not fair and equitable with respect to the claims of general unsecured creditors. The Committee intends to file a formal and more complete objection to the confirmation of the Plan at the appropriate time. The Committee reserves the right to raise additional objections at such time. **As a result, the Committee recommends that unsecured creditors vote to reject the Plan and opt-out of any releases proposed by the Plan.**

The Debtors have provided you with a Ballot to vote to accept or reject the Plan. In order to have your vote counted, you must complete and return the Ballot in accordance with the procedure set forth therein and in the Disclosure Statement Order. PLEASE READ THE DIRECTIONS ON THE BALLOT CAREFULLY AND COMPLETE YOUR BALLOT IN ITS ENTIRETY BEFORE RETURNING IT TO THE DEBTORS' BALLOTING AGENT.

The Committee recommends that, prior to voting on the Plan, each unsecured creditor carefully review the materials provided to them, and especially, this letter and continue to monitor the docket of these Chapter 11 Cases at the following website: <http://omnimgt.com>

The Committee hopes that the information in this letter is helpful to unsecured creditors in understanding the issues with the Plan that the Committee has identified to date. Please note that, although the Committee, by this letter expresses certain views and positions regarding the Plan, this letter does not necessary reflect the view of any of the individual members of the Committee, each of which reserves any and all rights.

If you have any questions with respect to the Plan, the proposed treatment of your claims or information contained in this letter, please contact Francis J. Lawall, Esquire, by emailing lawallf@pepperlaw.com, or calling 215.981.4481.

Very truly yours,

The Official Committee of Unsecured Creditors of
4 West Holdings, Inc., *et al.*: