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

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

DEBTORS' MOTION TO SUPPLEMENT 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

A HEARING WILL BE CONDUCTED ON THIS MATTER ON JUNE 27, 2018 AT 2:00 P.M. (CENTRAL DAYLIGHT TIME) AT THE UNITED STATES BANKRUPTCY COURT, EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE ST., 14TH FLOOR, COURTROOM 3, DALLAS, TX 75242-1496.

IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH PARAGRAPH OF THIS PLEADING. UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR OBJECTION WITH THE CLERK OF THE BANKRUPTCY COURT SO THAT IT IS RECEIVED BY JUNE 27, 2018 AT 12:00 PM (CENTRAL DAYLIGHT TIME). YOU MUST SERVE A COPY OF YOUR

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.

**RESPONSE ON THE PERSON WHO SENT YOU THE NOTICE; OTHERWISE,
THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT
THE RELIEF REQUESTED.**

The above-captioned debtors (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”), by and through their counsel DLA Piper LLP (US), hereby submit this motion (the “Motion”), pursuant to sections 105(a), 1125 and 1127 of title 11 of the United State Code (the “Bankruptcy Code”), and Rules 2002 and 3019 of the Federal Rules of Bankruptcy Procedures (the “Bankruptcy Rules”) for entry of an order, substantially in the form attached hereto as **Exhibit B** (the “Proposed Order”), supplementing the Disclosure Statement Order (as defined below) so as to (i) approve the Amended Disclosure Statement (as defined below), (ii) amend the Solicitation Procedures (as defined below) to allow for re-solicitation of votes from the Tort Claimants (as defined below), (iii) approve the Re-solicitation Package (as defined below) mailed to the Tort Claimants (as defined below), and (iv) limit service of the Third Amended Plan and Amended Disclosure Statement (each as defined below) to the parties on the master service list maintained in these Chapter 11 Cases. In support of the Motion, the Debtors state as follows:

PRELIMINARY STATEMENT

1. On June 19, 2018, the Debtors conducted an auction for the sale of its Restructuring Portfolio.² After several rounds of bidding, the Plan Sponsor submitted the winning bid, comprising several key improvements upon its original stalking horse bid. For purposes of this Motion, the most significant change was the Plan Sponsor’s agreement to

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Debtors’ Third Amended Plan filed at Docket No. 615.

establish and fund a Tort Claimants Trust (the “Tort Trust”) in the amount of \$2 million.³ As a result, the Debtors amended their chapter 11 plan [Docket No. 615] (the “Third Amended Plan”) to include a new class of Tort Claims (Class 4.A) separate and apart from the class of General Unsecured Claims (Class 4). The Debtors also amended their disclosure statement [Docket No. 617] (the “Amended Disclosure Statement”) and filed and served each of the revised documents on June 22, 2018.

2. While the Debtors do not believe that amendment of the Disclosure Statement or re-solicitation is necessary under this Court’s prior orders (*see* Disclosure Statement Order, ¶ 5),⁴ out of an abundance of caution and in an effort to provide full transparency and disclosure to creditors, the Debtors, by this Motion, seek (a) retroactive approval of the Amended Disclosure Statement, and (b) approval of certain solicitation procedures in connection with soliciting holders of Tort Claims in the new Class 4.A.

JURISDICTION AND VENUE

3. The Court has jurisdiction over the Debtors, their estates, and this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b)(2).

4. Venue is proper before this Court under 28 U.S.C. §§ 1408 and 1409.

RELEVANT BACKGROUND

5. On June 1, 2018, the Court entered the *Order Approving (A) Disclosure Statement, (B) Determining Dates, Procedures, and Forms Applicable to Solicitation Process,*

³ In addition, all compensation for the Tort Claimants Trustee and other costs of administration will be provided by the Plan Sponsor or its Affiliates at no cost to the Debtors’ estates or the Tort Claimants Trust (other than those costs required to litigate the Tort Claims, including costs and expenses related to expert witnesses, estimation hearings, or trial, which shall be paid from the corpus of the Tort Claimants Trust).

⁴ This paragraph in the Disclosure Statement Order states: “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.” By inference, then, the Debtors believe that supplementing the Disclosure Statement is not necessary, given that the winning bidder was the Stalking Horse.

(C) *Establishing Vote Tabulation Procedures*, and (D) *Establishing Objection Deadline and Scheduling Plan Confirmation Hearing* [Docket No. 496] (the “Disclosure Statement Order”), which approved, among other things, approval of the Disclosure Statement (with certain modifications) and procedures for the solicitation (the “Solicitation Procedures”) for the First Amended Plan filed at Docket No. 438. The Debtors commenced solicitation of the First Amended Plan on June 7, 2018 pursuant to the Disclosure Statement Order.

6. Thereafter, on June 12, 2018 the Debtors filed the *Debtors’ Second Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 550] (the “Second Amended Plan”).

7. On June 19, 2018, the Debtors conducted the auction (the “Auction”) for the Restructuring Portfolio, and the Plan Sponsor was selected as the successful bidder. *See* Notice of Successful Bidder [Docket No. 605] (the “Notice of Successful Bidder”). In light of the results of the Auction, the Debtors made certain additional changes to their chapter 11 plan, as further described below, and, on June 22, 2018, the Debtors filed the Third Amended Plan. Contemporaneously, the Debtors also filed the Amended Disclosure Statement, and mailed the Re-solicitation Package to the Tort Claimants.

8. The plan confirmation hearing is scheduled to commence on July 16, 2018 at 9:00 a.m. (Central Daylight Time) (the “Confirmation Hearing”).

SIGNIFICANT PLAN MODIFICATIONS

9. The Third Amended Plan contains modifications from prior versions for the benefit of all creditors. For purposes of this Motion, the Third Amended Plan provides for the creation of a separate class of Tort Claims, the establishment of a \$2 million Tort Claimants

Trust, and certain provisions providing for the administration of the trust, all as more fully set forth in the Third Amended Plan.

10. The Plan and the Stock Purchase Agreement have also been amended to include the following key components:

- cash in the amount of \$195,000,000;
- a 7-year, \$30,000,000 subordinated note, with 6% cash interest payable, with principal payments beginning at the end of year 3 based on 15-year amortization;
- assumption of the Debtors' paid time off (PTO) obligations in connection with employees of the Restructuring Portfolio;
- approximately \$18,000,000 in affiliated entity claims will either be assumed by the Plan Sponsor or otherwise waived;
- agreement to provide transition services to the estates by the Plan Sponsor and/or its designees at a discounted rate for a period of six (6) months;
- the Reorganized Debtors will be capitalized with not less than \$25,000,000 of equity (previously \$20,000,000); and
- the removal from the Stock Purchase Agreement of the concept of a Financing Contingency Termination Fee (i.e., \$4,000,000 deposit is "hard").

PROPOSED MODIFICATIONS TO SOLICITATION PROCEDURES

11. While the Debtors believe that the modifications contained in Third Amended Plan does not adversely affect any creditor and, in fact, benefit all creditors, the Debtors seek to amend the Solicitation Procedures to allow for the re-solicitation of votes from Tort Claimants whose claims are now separately classified.

12. The Debtors propose to modify the Solicitation Procedures as follows:

- a. The Debtors shall serve by first class mail on all known Tort Claimants who have not yet submitted a ballot voting to accept the First Amended Plan, the following (the “Re-solicitation Package”):⁵
 - i. Cover Letter, substantially in the form attached as Exhibit 1 to the Proposed Order (the “Cover Letter”), explaining why the Tort Claimant is receiving a Re-solicitation Package and disclosing additional information regarding the modifications contained in the Third Amended Plan;
 - ii. Notice of Successful Bidder;
 - iii. Blackline of the Third Amended Plan marked against the solicited version of the First Amended Plan;
 - iv. Blackline of the Amended Disclosure Statement marked against the prior solicitation version of the Disclosure Statement;
 - v. Form Class 4.A Ballot, substantially in the form attached as Exhibit 2 to the Proposed Order (the “Form Class 4.A Ballot”); and
 - vi. a pre-addressed stamped return envelope.
- b. The deadline for the Tort Claimants to submit a vote to accept or reject the Third Amended Plan is **July 13, 2018 at 5:00 p.m. (Central Daylight Time)**.
- c. Tort Claimants who have already submitted their ballot accepting the First Amended Plan shall be deemed to have accepted the Third Amended Plan, unless they change their vote by the Voting Deadline.
- d. The Tort Claims are temporarily allowed in the amount of \$1.00 each for voting purposes only.
- e. The Debtors are authorized to send one ballot per Tort Claimant, even if that Tort Claimant holds multiple Tort Claims against one or more of the Debtors.

⁵ Other than the Cover Letter and Form Class 4.A Ballot, the Debtors, in their discretion, may distribute either hard copies of the remaining documents in the Re-Solicitation Package or a CD-ROM containing such documents.

- f. Tort Claimants must submit their ballots via:

First Class Mail, Overnight Delivery or Personal Delivery
4 West Holdings, Inc. Claims Processing c/o Omni Management Group 5955 De Soto Ave., Suite 100 Woodland Hills, CA 91367

RELIEF REQUESTED

13. By this Motion, the Debtors seek entry of an order, substantially in the form of the Proposed Order, (i) approving the Amended Disclosure Statement, (ii) amending the Solicitation Procedures to re-solicit votes from the Tort Claimants on the Third Amended Plan, (iii) approving the Re-solicitation Package to be mailed to the Tort Claimants, and (iv) limiting service of the Third Amended Plan and Amended Disclosure Statement on the master service list maintained in these Chapter 11 Cases.

BASIS FOR RELIEF REQUESTED

I. THE THIRD AMENDED PLAN DOES NOT ADVERSELY CHANGE THE TREATMENT OF THE CLAIM OF ANY CREDITORS OR EQUITY SECURITY HOLDERS.

14. Section 1127(a) of the Bankruptcy Code provides that:

The proponent of a plan may modify such plan at any time before confirmation, but may not modify such plan so that such plan as modified fails to meet the requirements of sections 1122 and 1123 of this title. After the proponent of a plan files a modification of such plan with the court, the plan as modified becomes the plan.

11 U.S.C. § 1127(a).

15. Bankruptcy Rule 3019(a) provides that:

In a chapter 9 or chapter 11 case, after a plan has been accepted and before its confirmation, the proponent may file a modification of the plan. If the court finds [...] that the proposed modification

does not adversely change the treatment of the claim of any creditor [...] who has not accepted in writing the modification, it shall be deemed accepted by all creditors [...] who have previously accepted the plan.

16. As discussed above, the Third Amended Plan significantly improves the treatment of claims to general unsecured creditors and to the Tort Claimants who were initially in the Class 4 General Unsecured Claims pool with the inclusion of the following features:

- a. Claims of non-debtor affiliates will not receive a distribution.
- b. The Plan Sponsor will fund the Tort Claimants Trust in the amount of \$2 million, and provide for its administration as set forth in the Third Amended Plan.

17. Furthermore, as will be detailed in the Debtors' confirmation brief that will be filed in the coming weeks, the Third Amended Plan otherwise satisfies the requirements of section 1122 and 1123 of the Bankruptcy Code.

II. THE AMENDED DISCLOSURE STATEMENT FOR PURPOSES OF LIMITED RE-SOLICITATION SHOULD BE APPROVED.

18. Section 1127(c) of the Bankruptcy Code provides that:

The proponent of a modification shall comply with section 1125 of this title with respect to the plan as modified.

11 U.S.C. § 1127(c).

19. Pursuant to section 1125(b) of the Bankruptcy Code, a plan proponent must provide holders of impaired claims and interests entitled to vote with "adequate information" regarding the proposed chapter 11 plan. *See* 11 U.S.C. § 1125(b). The Debtors respectfully submit that the Amended Disclosure Statement contains "adequate information" within the meaning of section 1125(a)(1) of the Bankruptcy Code and, thus, should be approved by this Court.

20. While the Debtors do not believe that an amendment to the Disclosure Statement (or re-solicitation) is necessary, the Debtors seek approval of the Amended Disclosure Statement out of an abundance of caution and to ensure full transparency in these Chapter 11 Cases. The Amended Disclosure Statement reflects additional information since the Disclosure Statement was approved by this Court pursuant to the Disclosure Statement Order. The Amended Disclosure Statement now contains information regarding the Auction and the results thereof as well as the changes reflected in the Third Amended Plan. The Debtors submit that the addition of this information provides adequate information to the Tort Claimants on whether to vote to accept or reject the Third Amended Plan.

III. THE PROPOSED MODIFICATIONS TO THE SOLICITATION PROCEDURES AND THE RE-SOLICITATION PACKAGE SHOULD BE APPROVED.

21. The Debtors submit that the limited modifications to the Solicitation Procedures for the re-solicitation of votes from Tort Claimants in Class 4.A of the Third Amended Plan should be approved.

22. Bankruptcy Rule 3017(d) sets forth the materials that must be provided to holders of claims entitled to vote for the purpose of soliciting their votes and providing adequate notice of the confirmation hearing. Since the Tort Claimants have already received the Confirmation Hearing Notice and the Disclosure Statement Order in the prior solicitation, the Debtors have not included those materials again in the Re-solicitation Package. The Form Class 4.A Ballot is in substantially the form of the Class 4 Ballot that was approved by the Court pursuant to the Disclosure Statement Order. The Debtors submit that the Re-solicitation Package complies with Bankruptcy Rule 3017(d) and should be approved.

IV. LIMITING NOTICE OF THE THIRD AMENDED PLAN AND AMENDED DISCLOSURE STATEMENT IS WARRANTED UNDER THE CIRCUMSTANCES.

23. As stated above, the Debtors do not believe that they need to re-solicit votes because the Third Amended Plan does not adversely affect treatment to creditors. Moreover, the costs associated with serving thousands of creditors who were served with the initial Solicitation Package would be very burdensome to the Debtors' estates. Accordingly, the Debtors submit that limiting service of the Third Amended Plan and the Amended Disclosure Statement to solely the Tort Claimants and the parties on the master service list maintained in these Chapter 11 Cases is appropriate.

NOTICE

24. Notice of this Motion shall be provided to: (a) U.S. Trustee; (b) the Office of the Attorney General of the states in which the Debtors operate Facilities; (c) counsel for the Committee; (d) counsel to OHI Asset RO, LLC and the DIP Lender; (e) the Internal Revenue Service; (f) counsel for the Plan Sponsor, (g) the Department of Medicaid, Department of Health, and Division of Health Services Regulation in each state in which the Debtors operate facilities; (h) the Tort Claimants, and (i) those parties who have requested notice pursuant to Bankruptcy Rule 2002. The Debtors respectfully submit that such notice is sufficient and that no further notice of this Motion is required.

[Remainder of page intentionally left blank.]

CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order, substantially in the form of the Proposed Order, granting the relief requested herein and granting such other and further relief as the Court may deem just and proper.

Dated: June 22, 2018
Dallas, Texas

Respectfully submitted,

DLA PIPER LLP (US)

/s/ Andrew Zollinger
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-and-

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Counsel for the Debtors

Exhibit A
(Sorted Alphabetically)

	Debtor Name	Case No.	EIN
1.	4 West Holdings, Inc.	18-30777	9732
2.	4 West Investors, LLC	18-30778	6021
3.	Aiken RE, LLC	18-30850	1814
4.	Ambassador Rehabilitation and Healthcare Center, LLC	18-30879	1636
5.	Anchor Rehabilitation and Healthcare Center of Aiken, LLC	18-30868	9448
6.	Anderson RE TX, LLC	18-30774	3630
7.	Anderson RE, LLC	18-30861	1806
8.	Ark II Real Estate, LLC	18-30840	3628
9.	Ark III Real Estate, LLC	18-30847	0121
10.	Ark Mississippi Holding Company, LLC	18-30788	3765
11.	Ark Real Estate, LLC	18-30809	6014
12.	Ark South Carolina Holding Company, LLC	18-30856	0002
13.	Ark Texas Holding Company, LLC	18-30806	3739
14.	Battle Ground RE, LLC	18-30825	1818
15.	Brushy Creek Rehabilitation and Healthcare Center, LLC	18-30884	3292
16.	Bryan RE, LLC	18-30775	3633
17.	Burleson RE, LLC	18-30759	1777
18.	Capstone Rehabilitation and Healthcare Center, LLC	18-30878	7871
19.	Charlottesville Pointe Rehabilitation and Healthcare Center, LLC	18-30801	4467
20.	Charlottesville RE, LLC	18-30829	0836
21.	Cleveland RE, LLC	18-30811	6013
22.	Clinton RE, LLC	18-30812	8109
23.	Cobblestone Rehabilitation and Healthcare Center, LLC	18-30869	1612
24.	Collierville RE, LLC	18-30841	8845
25.	Columbia RE, LLC	18-30815	8838
26.	Columbia Rehabilitation and Healthcare Center, LLC	18-30795	6772
27.	Comfort RE, LLC	18-30764	1902
28.	Connersville RE, LLC	18-30833	9824
29.	Corinth RE, LLC	18-30814	1777
30.	Cornerstone Rehabilitation and Healthcare Center, LLC	18-30800	8841
31.	Crystal Rehabilitation and Healthcare Center, LLC	18-30807	8842
32.	Delta Rehabilitation and Healthcare Center of Cleveland, LLC	18-30792	7212
33.	Descending Dove, LLC	18-30842	8081
34.	Diboll RE, LLC	18-30766	1939
35.	Easley RE II, LLC	18-30857	1819
36.	Easley RE, LLC	18-30854	1817
37.	Edgefield RE, LLC	18-30836	3574
38.	Farmville RE, LLC	18-30831	3442
39.	Farmville Rehabilitation and Healthcare Center, LLC	18-30804	4464
40.	Fleetwood Rehabilitation and Healthcare Center, LLC	18-30888	9615
41.	Fortress Health & Rehab of Rock Prairie, LLC	18-30765	1314
42.	Granbury RE, LLC	18-30769	1999

	Debtor Name	Case No.	EIN
43.	Great Oaks RE, LLC	18-30819	1731
44.	Great Oaks Rehabilitation and Healthcare Center, LLC	18-30780	4357
45.	Greenville RE II, LLC	18-30846	1798
46.	Greenville RE, LLC	18-30843	1797
47.	Greenville Rehabilitation and Healthcare Center, LLC	18-30882	3920
48.	Greenwood RE, LLC	18-30816	1654
49.	Greer RE, LLC	18-30839	1795
50.	Greer Rehabilitation and Healthcare Center, LLC	18-30859	9462
51.	Grenada RE, LLC	18-30821	1623
52.	Grenada Rehabilitation and Healthcare Center, LLC	18-30786	8843
53.	Heritage Park Rehabilitation and Healthcare Center, LLC	18-30787	9055
54.	Hillsville RE, LLC	18-30834	2195
55.	Hillsville Rehabilitation and Healthcare Center, LLC	18-30808	4463
56.	Holly Lane Rehabilitation and Healthcare Center, LLC	18-30797	9103
57.	Holly RE, LLC	18-30830	1816
58.	Holly Springs RE, LLC	18-30823	1559
59.	Holly Springs Rehabilitation and Healthcare Center, LLC	18-30789	6524
60.	Indianola RE, LLC	18-30822	6022
61.	Indianola Rehabilitation and Healthcare Center, LLC	18-30779	7203
62.	Italy RE, LLC	18-30761	2086
63.	Iva RE, LLC	18-30852	1801
64.	Iva Rehabilitation and Healthcare Center, LLC	18-30874	0384
65.	Johns Island Rehabilitation and Healthcare Center, LLC	18-30891	4898
66.	Joy of Bryan, LLC	18-30837	4072
67.	Lampstand Health & Rehab of Bryan, LLC	18-30767	2002
68.	Linley Park Rehabilitation and Healthcare Center, LLC	18-30890	0525
69.	Macon Rehabilitation and Healthcare Center, LLC	18-30880	9644
70.	Magnified Health & Rehab of Anderson, LLC	18-30773	9060
71.	Manna Rehabilitation and Healthcare Center, LLC	18-30863	9441
72.	Marietta RE, LLC	18-30867	1809
73.	McCormick RE, LLC	18-30864	1808
74.	McCormick Rehabilitation and Healthcare Center, LLC	18-30873	3193
75.	Memphis RE, LLC	18-30844	8846
76.	Midland RE, LLC	18-30832	5138
77.	Midland Rehabilitation and Healthcare Center, LLC	18-30799	9679
78.	Moultrie RE, LLC	18-30848	9943
79.	Mountain View Rehabilitation and Healthcare Center, LLC	18-30798	9227
80.	Natchez RE, LLC	18-30818	6019
81.	Natchez Rehabilitation and Healthcare Center, LLC	18-30803	6773
82.	New Ark Master Tenant, LLC	18-30885	7893
83.	New Ark Operator Holdings, LLC	18-30893	7623
84.	New Redeemer Health & Rehab of Pickens, LLC	18-30881	5321
85.	Olive Leaf Holding Company, LLC	18-30845	0129
86.	Olive Leaf, LLC	18-30866	0001
87.	Omega Health & Rehab of Greenville, LLC	18-30870	9461
88.	Orianna Health Systems, LLC	18-30785	5160
89.	Orianna Holding Company, LLC	18-30784	1323

	Debtor Name	Case No.	EIN
90.	Orianna Investment, Inc.	18-30781	1141
91.	Orianna SC Operator Holdings, Inc.	18-30871	0383
92.	Palladium Hospice and Palliative Care, LLC	18-30887	1873
93.	Patewood Rehabilitation and Healthcare Center, LLC	18-30865	9457
94.	Picayune RE, LLC	18-30827	9749
95.	Picayune Rehabilitation and Healthcare Center, LLC	18-30793	9183
96.	Pickens RE II, LLC	18-30862	1823
97.	Pickens RE, LLC	18-30860	1821
98.	Piedmont RE, LLC	18-30849	1800
99.	Poinsett Rehabilitation and Healthcare Center, LLC	18-30876	0713
100.	Poplar Oaks Rehabilitation and Healthcare Center, LLC	18-30813	4771
101.	Portland RE, LLC	18-30826	1822
102.	Provo RE, LLC	18-30835	3568
103.	Rainbow Rehabilitation and Healthcare Center, LLC	18-30802	4772
104.	River Falls Rehabilitation and Healthcare Center, LLC	18-30886	9788
105.	Riverside Rehabilitation and Healthcare Center, LLC	18-30883	3951
106.	Rock Prairie RE, LLC	18-30772	3636
107.	Rocky Mount RE, LLC	18-30838	5904
108.	Rocky Mount Rehabilitation and Healthcare Center, LLC	18-30810	4466
109.	Roy RE, LLC	18-30817	5142
110.	Scepter Rehabilitation and Healthcare Center, LLC	18-30872	1630
111.	Scepter Senior Living Center, LLC	18-30875	1621
112.	Simpsonville RE II, LLC	18-30858	1804
113.	Simpsonville RE, LLC	18-30855	1802
114.	Simpsonville Rehabilitation and Healthcare Center, LLC	18-30889	3564
115.	Snellville RE, LLC	18-30851	9933
116.	Southern Oaks Rehabilitation and Healthcare Center, LLC	18-30877	1141
117.	The Bluffs Rehabilitation and Healthcare Center, LLC	18-30796	9314
118.	The Ridge Rehabilitation and Healthcare Center, LLC	18-30892	1456
119.	Trinity Mission Health & Rehab of Connorsville, LLC	18-30805	8787
120.	Trinity Mission of Burleson, LLC	18-30762	2585
121.	Trinity Mission of Comfort, LLC	18-30763	2573
122.	Trinity Mission of Diboll, LLC	18-30768	2581
123.	Trinity Mission of Granbury, LLC	18-30771	2582
124.	Trinity Mission of Italy, LLC	18-30760	2576
125.	Trinity Mission of Winnsboro, LLC	18-30776	2583
126.	Utah Valley Rehabilitation and Healthcare Center, LLC	18-30782	9661
127.	Vicksburg RE, LLC	18-30828	0150
128.	Victory Rehabilitation and Healthcare Center, LLC	18-30794	9485
129.	Wadesboro RE, LLC	18-30853	9929
130.	Wide Horizons RE, LLC	18-30820	5144
131.	Wide Horizons Residential Care Facility, LLC	18-30790	9387
132.	Winnsboro RE, LLC	18-30770	2134
133.	Woodlands Rehabilitation and Healthcare Center, LLC	18-30791	9127
134.	Yazoo City RE, LLC	18-30824	8844
135.	Yazoo City Rehabilitation and Healthcare Center, LLC	18-30783	7216

EXHIBIT B

(Proposed Order)

**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)
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Debtors.	§	(Jointly Administered)

**SUPPLEMENTAL ORDER TO ORDER APPROVING (A) DISCLOSURE
STATEMENT, (B) DETERMINING DATES, PROCEDURES, AND FORMS
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TABULATION PROCEDURES, AND (D) ESTABLISHING OBJECTION
DEADLINE AND SCHEDULING PLAN CONFIRMATION HEARING**

Upon the motion (the “Motion”)² of the Debtors for entry of an amended order (this “Order”), pursuant to sections 105(a), 1125 and 1127 of title 11 of the United State Code (the “Bankruptcy Code”), and Rules 2002 and 3019 of the Federal Rules of Bankruptcy Procedures

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 Motion as Exhibit A.

² Capitalized terms not otherwise defined herein shall the meaning ascribed to such term in the Motion.

(the “Bankruptcy Rules”) amending the Disclosure Statement Order so as to (i) approve the Amended Disclosure Statement, (ii) supplement the Solicitation Procedures to allow for re-solicitation of votes from the Tort Claimants, (iii) approve the Re-solicitation Package mailed to the Tort Claimants, and (iv) limit service of the Third Amended Plan and Amended Disclosure Statement to the parties on the master service list maintained in these chapter 11 cases, as more fully set forth in the Motion; and it appearing that the Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334(b) and 157; and it appearing that venue of the Chapter 11 Cases and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that this Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given; and that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein and the Disclosure Statement Order is hereby modified solely to the extent set forth herein. All provisions in the Disclosure Statement Order not addressed herein shall remain in full force and effect.
2. The Amended Disclosure Statement is approved retroactive to June 22, 2018.
3. The Disclosure Statement’s Cover Letter (attached hereto as Exhibit 1) and Form Class 4.A Ballot (attached hereto as Exhibit 2) are approved.
4. The Re-solicitation Package and the following modifications to the Solicitation Procedures are approved retroactive to June 22, 2018:

- a. The Debtors shall serve by first class mail on all known Tort Claimants who have not yet submitted a ballot voting to accept the First Amended Plan, the following Re-solicitation Package:³
- i. The Cover Letter explaining why the Tort Claimant is receiving a Re-Solicitation Package and disclosing additional information regarding the modifications contained in the Third Amended Plan;
 - ii. Notice of Successful Bidder;
 - iii. Blackline of the Third Amended Plan marked against the solicited version of the First Amended Plan;
 - iv. Blackline of the Amended Disclosure Statement marked against the prior solicitation version of the Disclosure Statement
 - v. Form Class 4.A Ballot; and
 - vi. a pre-addressed stamped return envelope.
- b. Tort Claimants must submit their ballots via:

First Class Mail, Overnight Delivery or Personal Delivery
4 West Holdings, Inc. Claims Processing c/o Omni Management Group 5955 De Soto Ave., Suite 100 Woodland Hills, CA 91367

- c. **Voting Deadline:** The deadline for the Tort Claimants to submit a vote to accept or reject the Third Amended Plan is **July 13, 2018 at 5:00 p.m. (Central Daylight Time).**
- d. Tort Claimants who have already submitted their ballot accepting the First Amended Plan shall be deemed to have accepted the Third Amended Plan, unless they change their vote by the Voting Deadline.
- e. The Tort Claims are temporarily allowed in the amount of \$1.00 each for voting purposes only.

³ Other than the Cover Letter and Form Class 4.A Ballot, the Debtors, in their discretion, may distribute either hard copies of the remaining documents in the Re-Solicitation Package or a CD-ROM containing such documents.

f. The Debtors are authorized to send one ballot per Tort Claimant, even if that Tort Claimant holds multiple Tort Claims against one or more of the Debtors.

5. The service requirements under Bankruptcy Rule 2002(a)(5) is deemed satisfied by (a) the mailing of the Re-Solicitation Package on the Tort Claimants, and (b) the mailing (via first class mail) or e-mail (if available) of the Third Amended Plan and Amended Disclosure Statement to the parties listed on the master service list maintained in these Chapter 11 Cases.

6. Notice of the Motion, the Third Amended Plan, and the Amended Disclosure Statement was good and sufficient, and complied with the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and no further notice of the Motion, the Third Amended Plan or Amended Disclosure Statement is required.

7. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

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

9. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this order in accordance with the Motion.

10. This Court shall retain jurisdiction over any and all matters arising from or related to 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

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Counsel for the Debtors

EXHIBIT 1 TO ORDER

COVER LETTER

June 22, 2018

**RE: In re 4 West Holdings, Inc., et al., Jointly Administered Case No. 18-30777
(HDH) – Solicitation of the Debtors’ Third Amended Joint Plan of
Reorganization Under Chapter 11 of the Bankruptcy Code**

To: Tort Claimants

This firm represents 4 West Holdings, Inc. and its affiliates in the above-referenced chapter 11 bankruptcy cases pending in the U.S. Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”).

On behalf of the Debtors, we are pleased to present you with the *Disclosure Statement for the Debtors’ Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the “Amended Disclosure Statement”) and the *Debtors’ Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the “Third Amended Plan”). You may have already received a prior version of the Disclosure Statement and the *Debtors’ First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the “First Amended Plan”) on a CD-ROM along with a voting ballot.

As described in greater detail in the Amended Disclosure Statement, as a result of an auction held on June 19, 2018 with respect to the Restructuring Portfolio (as described in the Amended Disclosure Statement), the Successful Bidder has agreed to place Tort Claims (as defined in the Third Amended Plan) in a newly created separate class (Class 4.A) with distributions to be made through a \$2,000,000 Tort Claimants Trust (as defined in the Third Amended Plan). You are receiving this Amended Disclosure Statement and Third Amended Plan because Debtors believe you hold a Tort Claim (as defined in the Third Amended Plan) against the Debtors.

While the Debtors do not believe that they are required to do so (because the recovery to Tort Claimants is greater under the Third Amended Plan than the First Amended Plan), out of an abundance of caution the Debtors are seeking to re-solicit your vote to accept the Third Amended Plan.

Enclosed with this letter are the following documents:

1. Amended Disclosure Statement (clean and blackline on CD-ROM);¹
2. Third Amended Plan (clean and blackline on CD-ROM);²
3. Confirmation Hearing Notice [Docket No. 560] (on CD-ROM);
4. Disclosure Statement Order [Docket No. 497] (on CD-ROM);
5. a voting ballot (with instructions); and
6. a pre-addressed stamped envelope.

¹ The blackline is marked against the prior solicitation version of the Disclosure Statement [Docket No. 554].

² The blackline is marked against the First Amended Plan.

Please be aware of the voting deadline of **July 13, 2018 at 5:00 p.m. (Central Daylight Time)**. Ballots must be submitted no later than this deadline to the Debtors' Voting Agent, Omni Management Group, in accordance with and at the address provided in the enclosed voting instructions accompanying the ballot.

The Debtors recommend that you review the Amended Disclosure Statement, the Third Amended Plan and the enclosed documentation thoroughly and make a determination on whether to vote for the Third Amended Plan. If you have any questions regarding the Third Amended Plan or Amended Disclosure Statement, please contact the undersigned counsel.

Copies of all pleadings filed in these chapter 11 cases may be obtained without charge at the Debtors' case information website at: www.omnimgt.com/4west.

DLA PIPER LLP (US)

/s/ Andrew Zollinger

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Counsel for the Debtors

Enclosures

EXHIBIT 2 TO ORDER
FORM CLASS 4.A BALLOT

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

CLASS 4.A: TORT CLAIMS

**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 13, 2018 AT 5:00 P.M. (CENTRAL DAYLIGHT TIME) (THE "VOTING DEADLINE"),
OR YOUR VOTE WILL NOT BE COUNTED.**

On June 22, 2018, the above-captioned debtors (collectively, the "Debtors") filed the Debtors' Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the "Plan") [Docket No. 615] and an amended disclosure statement (the "Disclosure Statement") [Docket No. 617], 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 De Soto Ave., Suite 100, Woodland Hills, CA 91367, (ii) by calling 818-906-8300, or (iii) by visiting www.omnimgt.com/4west. Any 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.A under the Plan. If you hold claims 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 13, 2018 AT 5:00 P.M. (CENTRAL DAYLIGHT TIME)

IF 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 De Soto 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 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 DE SOTO 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 13, 2018 AT 5:00 P.M. (CENTRAL DAYLIGHT TIME).
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.A Tort 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 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.