

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

Thomas R. Califano (admitted *pro hac vice*)
Dienna Corrado (admitted *pro hac vice*)
thomas.califano@dlapiper.com
dienna.corrado@dlapiper.com
DLA Piper LLP (US)
1251 Avenue of the Americas
New York, New York 10020-1104
Telephone: (212) 335-4500
Facsimile: (212) 335-4501

Counsel for the Debtors

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

**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’ NOTICE OF FILING OF PLAN SUPPLEMENT
[Re: Docket No. 615]

PLEASE TAKE NOTICE that on June 22, 2018, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 615] (as may be further amended, modified, and/or supplemented, the “Plan”).²

PLEASE TAKE FURTHER NOTICE that the Plan contemplates the filing of certain documents (or forms thereof), schedules and/or exhibits (the “Plan Supplement”) in advance of the hearing on confirmation of the Plan.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file the following Plan Supplement documents:

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 Plan as **Exhibit A**.

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

Exhibit A:	Description of Change to Corporate Structure
Exhibit B:	Identification of Directors and Officers of Reorganized Debtors
Exhibit C:	Distribution Trust Agreement
Exhibit D:	Tort Claimants Trust Agreement
Exhibit E:	Transition Services Agreement
Exhibit F:	List of Assumed Executory Contracts and Leases

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, may be subject to continuing negotiations among the Debtors and various parties in interest. The Debtors reserve all rights to amend, modify, or supplement the Plan Supplement and any of the documents contained therein. The inclusion of any document in this Plan Supplement does not indicate, and shall not be used as evidence of, the consent to, or approval of, the form and substance of such document by any party.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement is integral to, part of, and incorporated by reference into the Plan. If the Plan is confirmed, the documents contained in the Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order. Please note, however, that these documents have not yet been approved by the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE that copies of the documents included in the Plan Supplement, the Plan, and all other documents filed in these chapter 11 cases are available for viewing or downloading, free of charge, on the Debtors' restructuring website, at <http://www.omnimgt.com/4west>.

[Remainder of Page Intentionally Left Blank.]

Dated: June 29, 2018
Dallas, Texas

Respectfully submitted,

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 A

(Description of Change to Corporate Structure)

4 WEST HOLDINGS, INC COMPANY
RECONFIGURED RESTRUCTURING PORTFOLIO

PRIVILEGED & CONFIDENTIAL

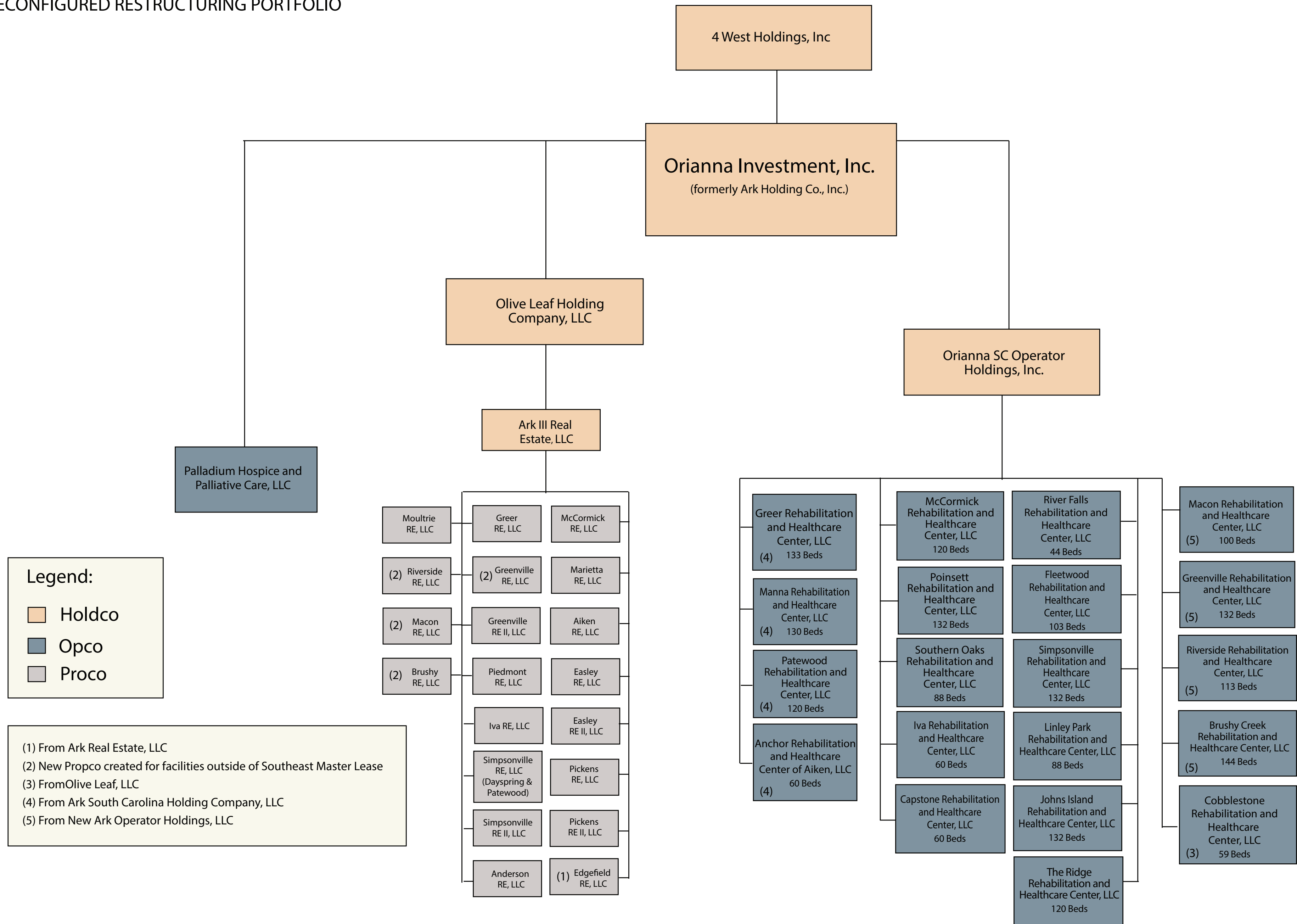


Exhibit B

(Identification of Directors and Officers of Reorganized Debtors)

Michelle D. Meer
President and Sole Board Member

Exhibit C

(Distribution Trust)

DRAFT 6/29/2018

DISTRIBUTION TRUST AGREEMENT

THIS DISTRIBUTION TRUST AGREEMENT (the “*Trust Agreement*”) is made as of this ___ day of _____, 2018 by and between the Debtors listed on Exhibit A¹ to this Trust Agreement (each a “*Debtor*” and collectively, the “*Debtors*”), for the benefit of the Beneficiaries (as hereinafter defined), and _____, as Distribution Trustee (the “*Trustee*”).

RECITALS

WHEREAS, on March 6, 2018, each Debtor filed with the Bankruptcy Court a voluntary petition for relief under Chapter 11 of the Bankruptcy Code;

WHEREAS, on June 22, 2018, the Debtors filed their *Debtors’ Third Amended Joint Plan Of Reorganization Under Chapter 11 Of The Bankruptcy Code* (which shall be deemed to include the Exhibits and Plan Schedules and all supplements, appendices, and schedules thereto, either in their present form or as the same may be amended, supplemented, or modified from time to time) (the “*Plan*”).

WHEREAS, on [_____], 2018, the Bankruptcy Court entered the *Order Confirming Debtors’ Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. ___] (the “*Confirmation Order*”)

WHEREAS, this Trust Agreement is the “*Distribution Trust Agreement*” under the Plan that is executed in order to facilitate implementation of the Plan;

WHEREAS, the Trust (as defined herein) is established to receive certain property of the Debtors and to distribute such property to certain Holders of Claims each in accordance with the Plan;

WHEREAS, pursuant to Sections 1123(a)(5), 1123(b)(3) and 1141(b) of the Bankruptcy Code, the Trust shall receive all property comprising the Estates of the Debtors not otherwise vesting in the Reorganized Debtors or conveyed to the Tort Claimants Trust under the Plan and Confirmation Order (each as hereinafter defined) (the “*Trust Assets*”) so that (i) the Trust Assets can be held in trust for the benefit of the Beneficiaries entitled thereto as a liquidating trust in accordance with Treasury Regulation Section 301.7701-4(d) for the objectives and purposes set forth herein and in the Plan and Confirmation Order, (ii) the Claims can be reconciled and allowed or disallowed (as the case may be), (iii) distributions may be made in accordance with the Plan, (iv) the Trust Assets can be liquidated, and (v) administrative services relating to the activities of the Trust and relating to the implementation of the Plan can be performed by the Trustee; and

WHEREAS, pursuant to the Plan and the Confirmation Order, the Trust Assets shall automatically vest in the Trust, free and clear of all Claims, Liens, contractually-imposed restrictions, charges, encumbrances and interests of Holders of Claims and Holders of Equity Interests on the Effective Date with all such rights being extinguished subject to the rights of Holders of Allowed Claims under the Plan to obtain distributions provided for in the Plan. In no

¹ Note to draft: to be modified if Debtors are substantively consolidated under the Plan.

DRAFT 6/29/2018

event shall any property of any kind be returned by, or otherwise transferred from, the Trust to any Debtor; *provided, however*, if property is improperly transferred to the Trust, such property shall be transferred to the appropriate party.

DECLARATION OF TRUST

NOW, THEREFORE, to declare the terms and conditions hereof, and in consideration of the premises, the confirmation of the Plan pursuant to the Bankruptcy Code, and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Debtors and the Trustee have executed this Trust Agreement for the benefit of the respective Beneficiaries entitled to the Trust Assets, and, at the direction of such Beneficiaries (because the transfer of title to undivided interests in each of the Trust Assets to such Beneficiaries would be impractical), absolutely and irrevocably hereby assign to the Trustee hereby, and to its successors or assigns, all right, title, and interest of the Debtors in and to the Trust Assets as provided for in the Plan;

TO HAVE AND TO HOLD unto the Trustee and its successors in trust and its successors and assigns;

IN TRUST NEVERTHELESS, under and subject to the terms and conditions set forth herein and for the benefit of the Beneficiaries of the Trust, and for the performance of and compliance with the terms hereof and of the Plan;

PROVIDED, HOWEVER, that upon termination of the Trust, this Trust Agreement shall cease and terminate.

IT IS HEREBY FURTHER COVENANTED AND DECLARED, that the Trust Assets conveyed hereby are to be held and applied by the Trustee subject to the further covenants, conditions, and terms set forth below.

I. DEFINITIONS/CONSTRUCTION

1.1 Definitions. Unless otherwise defined in this Trust Agreement, capitalized terms used herein have the meanings assigned to such terms in the Plan.

Notwithstanding the foregoing, capitalized terms as used in this Trust Agreement shall have the following meanings:

(a) “**Available Cash**” means Trust Cash less any Trust Cash held in the Distribution Trust Reserve Amount.

(b) “**Beneficial Interests**” means the beneficial interests in the Trust Assets that shall be allocated to the Beneficiaries pursuant to this Trust Agreement.

(c) “**Beneficiaries**” means the holders of Claims.

(d) “**Cash**” means the legal tender of the United States of America or the equivalent thereof.

DRAFT 6/29/2018

(e) “**Claim**” shall have the meaning set forth in the Plan, *provided, however* that for purposes of this Trust Agreement, it shall only refer to Claims against the Debtors for which this Trust is liable under the Plan.

(f) “**Distribution Trust Reserve Amount**” means Cash reserved by the Trustee, calculated in accordance with Section 7.1 hereof.

(g) “**Estate Representative**” means a person who is a representative of the Debtors’ Estates under §1123(a)(5), (1)(7) and (b)(3)(B) of the Bankruptcy Code, and who will have the rights and powers of a trustee appointed under Section 1104 of the Bankruptcy Code except to the extent specifically limited by the Plan or this Trust Agreement.

(h) “**Omega**” means OHI Asset RO, LLC, and each of its affiliates or subsidiaries identified as the landlords in the Master Leases, which shall include all Prepetition Secured Parties, as defined in the DIP Facility Loan Agreement.

(i) “**Plan Sponsor**” means SC-GA 2018 Partners, LLC (or its designee(s)).

(j) “**Post-Effective Date Administrative Claims**” shall have the meaning ascribed to such term in Section 7.4 of this Trust Agreement.

(k) “**Trust**” means the “Distribution Trust” under the Plan and is the Trust created by this Distribution Trust Agreement.

(l) “**Trust Agreement**” means the “Distribution Trust Agreement” under the Plan, and is this Trust Agreement.

(m) “**Trust Assets**” means the property comprising the Estates of the Debtors not otherwise vesting in the Reorganized Debtors or the Tort Claimants Trust under the Plan and Confirmation Order, less amounts required to be paid under the Plan or the Confirmation Order, and are the Trust Assets subject to this Trust Agreement.

(n) “**Trust Cash**” means all Cash received and held by the Trust.

(o) “**Trust Costs**” means all costs, expenses, liabilities and obligations incurred by the Trust and Trustee in administering and conducting the affairs of the Trust, and those incurred by the Trust and the Trustee in otherwise carrying out the terms of the Trust and the Plan on behalf of the Trust and the Debtors, including without limitation, any taxes owed by the Trust, the fees and expenses of the Trustee and professionals and other persons employed by the Trust or Trustee, and the expenses and obligations otherwise defined as a Trust Cost in this Trust Agreement or the Plan.

(p) “**Trust Register**” means the registry of Beneficial Interests maintained by the Trustee pursuant to Section 6.4 et seq. of this Trust Agreement.

(q) “**Trustee**” means the “Distribution Trustee” under the Plan, and is the Trustee under this Trust Agreement.

DRAFT 6/29/2018

1.2 General Construction. As used in this Trust Agreement, the masculine, feminine, and neuter genders, and the plural and singular numbers shall be deemed to include the others in all cases where they would apply. “Includes” and “including” are not limiting, and “or” is not exclusive. References to “Articles,” “Sections,” and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Bankruptcy Rules or other law, statute, or regulation, refer to the corresponding Articles, Sections, and other subdivisions of this Trust Agreement, and the words “herein,” “hereafter,” and words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section, or subdivision of this Trust Agreement. References to “after notice and a hearing” or similar formulations shall incorporate Section 102(1) of the Bankruptcy Code.

1.3 Incorporation of the Plan. The Plan is hereby incorporated into this Trust Agreement and made a part hereof by this reference, and any capitalized terms not defined herein shall have the meaning ascribed to them in the Plan; *provided, however*, that in the event of any conflict between the terms of the Plan and this Trust Agreement, the terms of the Plan will control and govern, other than the definition of Subsequent Distribution Date, which is governed by Section 7.2.7 of this Trust Agreement.

II. THE TRUST

2.1 Creation and Name. There is hereby created the Trust, which shall be known as the “*4 West Distribution Trust*,” and is the same Trust referred to as the “*Distribution Trust*” under the Plan. The Trustee may conduct the affairs of the Trust under the name of “4 West Distribution Trust.”

2.2 Objectives. The Trust established pursuant to this Trust Agreement is for the purpose of satisfying Claims by liquidating the Trust Assets transferred to it. The Trust shall have no objective of continuing or engaging in any trade or business except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust. The purpose of the Trust is to provide a mechanism for the liquidation of the Trust Assets, and to distribute the proceeds of the liquidation, net of all claims, expenses, charges, liabilities, and obligations of the Trust to the Beneficiaries holding Allowed Claims in accordance with the terms of the Plan. No business activities will be conducted by the Trust other than those associated with or related to the liquidation of the Trust Assets. It is intended that the Trust be classified for federal income tax purposes as a “liquidating trust” within the meaning of Section 301.7701-4(d) of the Treasury Regulations. In furtherance of this objective, the Trustee shall, in its business judgment, make continuing best efforts to (i) dispose of or liquidate the Trust Assets and resolve Claims, (ii) make timely distributions, and (iii) not unduly prolong the duration of the Trust, in accordance with this Trust Agreement.

2.3 Purposes. The purposes of the Trust include, but are not limited to the following, in accordance with the Plan:

(a) to make payments to holders of Allowed Claims as are required under the terms of the Plan and this Trust Agreement;

DRAFT 6/29/2018

(b) to marshal, liquidate, sell, abandon, and distribute the Trust Assets and proceeds thereof in an expeditious but orderly manner in accordance with the terms of the Plan and this Trust Agreement;

(c) to perform the functions and take the actions provided for or permitted by this Trust Agreement and the Plan, the Confirmation Order and in any other agreement executed by the Trustee for the Trust pursuant to the Plan;

(d) to prosecute, settle, release, or abandon any Causes of Action transferred and assigned to the Trust under the Plan as part of the Trust Assets and to distribute the proceeds of any recoveries thereon in accordance with the terms of the Plan and this Trust Agreement;

(e) to reconcile, object to, prosecute, or settle all Claims that are the responsibility of this Trust, for purposes of determining the appropriate amount of distributions to be made hereunder to the Beneficiaries under the terms and conditions set forth in this Trust Agreement and by the Debtors under the Plan, provided, however, that the Trustee must consult in good faith with Omega as to all Claims that are the responsibility of this Trust (other than Claims in Class 4.A under the Plan), and Omega shall have the right to object to the resolution of any Claims that are the responsibility of this Trust (other than Claims in Class 4(a) under the Plan), and in the case of such objection, the resolution shall be subject to approval of the Bankruptcy Court;

(f) to facilitate and manage compliance with the Debtors' continuing duties under the Operations Transfer Agreements, and serve as successor to the Debtors under the Operations Transfer Agreements, bound by (and beneficiary of) all terms thereof as if the Trustee were an original party thereto;

(g) to monitor and ensure performance under the Transition Services Agreement, and serve as successor to the Debtors under the Transition Services Agreement, bound by (and beneficiary of) all terms thereof as if the Trustee were an original party thereto;

2.4 Acceptance. The Trustee accepts the Trust imposed by this Trust Agreement and agrees to observe and perform that Trust, on and subject to the terms and conditions set forth in the Trust Agreement and in the Plan.

2.5 Further Assurances. The Debtors, Omega, and the Reorganized Debtors (and any successors thereto) will, upon reasonable request of the Trustee, execute, acknowledge, and deliver such further instruments and do such further acts as may be necessary or proper to transfer to the Trustee any portion of the Trust Assets intended to be conveyed hereby and in the form and manner provided for in the Plan and to vest in the Trustee the powers, instruments, or funds in trust hereunder.

2.6 Ownership by Trustee. The Trustee may record or register in its name, as Trustee, or in the name or names of any nominee or Person in accordance with Section 4.1 hereof, ownership of and title to all Trust Assets received by it as Trustee and comply with all provisions of law that may bear on the evidencing of ownership of and title to any portion of the Trust Assets as are necessary and appropriate and that the Trustee determines are in the best interests of the Trust.

2.7 Incidents of Ownership. The Beneficiaries shall be the sole beneficiaries of the Trust and the Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein.

III. THE TRUSTEE

3.1 Number and Qualifications. There is one Trustee of the Trust. The Trustee is the person identified at the outset of this Trust Agreement. The Trustee shall be entitled to engage in such other activities as the Trustee deems appropriate that are not in conflict with the interests of the Trust.

3.2 Action by Trustee. The Trust shall be managed by the Trustee as set forth in this Trust Agreement.

3.3 Binding Nature of Trustee's Action. All actions taken and determinations made by the Trustee hereunder in accordance with the provisions of the Plan or this Trust Agreement shall be final and binding upon any and all Beneficiaries.

3.4 Term of Service. The Trustee shall serve as the Trustee for the duration of the Trust, subject to earlier death, resignation, or removal.

3.5 Resignation. The Trustee may resign as Trustee of the Trust by an instrument in writing delivered to the Bankruptcy Court and Beneficiaries at least 60 days before the proposed effective date of resignation. The Trustee shall continue to serve as Trustee after the delivery of the Trustee's resignation until the proposed effective date, unless the Trustee consents to an earlier effective date, which shall be the date of appointment of a successor Trustee in accordance with Section 3.7 hereof becomes effective.

3.6 Removal. The Trustee may be removed from office for (i) fraud, gross negligence, or willful misconduct in connection with the affairs of the Trust, (ii) for such physical or mental disability as substantially prevents the Trustee from performing the duties of Trustee hereunder, or (iii) for good cause, which shall include a breach of fiduciary duty other than as specified in the foregoing clause (i), and in each case, upon order and finding of the Bankruptcy Court.

3.7 Appointment of Successor Trustee.

(a) Appointment of Successor Trustee. In the event of a vacancy by reason of the death or removal of the Trustee or prospective vacancy by reason of resignation, a successor Trustee shall be nominated by Omega (after consultation with the Plan Sponsor and delivery of a notice of the proposed successor to the Beneficiaries) and appointed by the Bankruptcy Court, absent a showing that such successor is not qualified to perform as successor. The Bankruptcy Court shall appoint a successor Trustee as soon as practicable, but in any event within 30 days after the occurrence of the vacancy or, in the case of resignation, at least 40 days before the proposed resignation.

(b) Vesting of Rights in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge, and deliver to the Trust, the retiring Trustee,

DRAFT 6/29/2018

and file with the Bankruptcy Court, an instrument accepting such appointment subject to the terms and provisions hereof. The successor Trustee shall provide a bond or surety to the extent required by the Bankruptcy Court. The successor Trustee, without any further act, deed, or conveyance, shall become vested with all the rights, powers, trusts, and duties of the retiring Trustee, except that the successor Trustee shall not be liable for the acts or omissions of the retiring Trustee. In no event shall the retiring Trustee be liable for the acts or omissions of the successor Trustee.

3.8 Continuance of Trust. The death, resignation, or removal of the Trustee shall not operate to terminate the Trust created by this Trust Agreement or to revoke any existing agency (other than any agency of the Trustee as the Trustee) created pursuant to the terms of this Trust Agreement or invalidate any action taken by the Trustee. In the event of the resignation or removal of the Trustee, the Trustee shall promptly (i) execute and deliver by the effective date of resignation or removal such documents, instruments, and other writings as may be reasonably requested by the successor Trustee to effect the termination of the resigning or removed Trustee's capacity under this Trust Agreement and the conveyance of the Trust Assets then held by the resigning or removed Trustee to the successor Trustee; (ii) deliver to the successor Trustee all documents, instruments, records, and other writings relating to the Trust as may be in the possession or under the control of the resigning or removed Trustee, *provided, however*, the resigning or removed Trustee shall have the right to make and retain copies of such documents, instruments, records, and other writings delivered to the successor Trustee and the cost of making such copies shall be a Trust Cost to be paid by the Trust; and (iii) otherwise assist and cooperate in effecting the assumption of the resigning or removed Trustee's obligations and functions by the successor Trustee, *provided, however*, that the fees and expenses of such assistance and cooperation shall be paid to the resigning or removed Trustee by the Trust as a Trust Cost. The resigning or removed Trustee hereby irrevocably appoints the successor Trustee as its attorney-in-fact and agent with full power of substitution for it and its name, place and stead to do any and all acts that such resigning or removed Trustee is obligated to perform under this Section 3.8. Such appointment shall not be affected by the subsequent disability or incompetence of the Trustee making such appointment.

3.9 Compensation. As compensation for services as Trustee hereunder, and any other services rendered by the Trustee in connection with the Plan or this Trust Agreement, the Trustee shall receive the following compensation: \$____ per hour, which shall be fixed for the duration of this Trust. Compensation of any successor Trustee shall be determined prior to the time of the Trustee's appointment by the Bankruptcy Court. The compensation and expenses of the Trustee shall constitute a Trust Cost that will be paid by the Trust, after notice and approval by the Bankruptcy Court.

3.10 Standard of Care; Indemnification; Exculpation.

(a) The Trustee, acting in the capacity as the Trustee, on behalf of the Debtors, or in any other capacity contemplated by this Trust Agreement or the Plan, shall not be personally liable to the Trust or to any other Person (including Beneficiaries) in connection with the affairs of the Trust or the Debtors unless it is ultimately determined by Final Order that the Trustee's acts or omissions constituted fraud, willful misconduct, or gross negligence. The employees, agents, and professionals retained by the Trustee shall not be personally liable to the

DRAFT 6/29/2018

Trust or any other Person (including Beneficiaries) in connection with the affairs of the Trust, unless it is ultimately determined by Final Order that such acts or omissions by such employee, agent, or professional constituted fraud, willful misconduct, gross negligence, or negligence. In no event shall the Trust or the Trustee, or employees, agents, and professionals of the Trust or Trustee, be liable to any Person (including Beneficiaries) if the action or inaction of the Trustee is authorized by the Bankruptcy Court, or if the Trustee takes any action or fails to take any action in good faith with a reasonable basis for taking such action or not taking such action.

(b) The Trustee (including each former Trustee) shall be indemnified by the Trust against and held harmless by the Trust from any losses, claims, damages, liabilities, or expenses (including, without limitation, attorney fees, disbursements, and related expenses) to which the Trustee may become subject in connection with any action, suit, proceeding, or investigation brought or threatened against the Trustee in connection with any matter arising out of or related to the Plan, this Trust Agreement, or the affairs of the Trust or the Debtors, unless it is ultimately determined by Final Order that the acts or omissions of the Trustee constituted fraud, willful misconduct, or gross negligence. If the Trustee becomes involved in any action, proceeding, or investigation in connection with any matter arising out of or in connection with the Plan, this Trust Agreement, or the affairs of the Trust, the Trust shall periodically advance or otherwise reimburse on demand the reasonable legal and other expenses (including, without limitation, the cost of any investigation and preparation and attorney fees, disbursements, and related expenses) of the Trustee incurred in connection therewith as a Trust Cost, but the Trustee shall be required to repay promptly to the Trust the amount of any such advanced or reimbursed expenses paid to the Trustee to the extent that it shall be ultimately determined by Final Order that the Trustee engaged in fraud, willful misconduct, or gross negligence in connection with the affairs of the Trust or the Debtors with respect to which such expenses were paid. The Trust shall indemnify and hold harmless the officers, employees, agents, affiliates, and professionals of the Trust and the Trustee to the same extent as provided in this Section 3.10 for the Trustee (provided that the ordinary negligence standard shall apply to limit the indemnity and hold harmless protections of such parties). The provisions of this Section 3.10 shall remain available to any former Trustee or the estate of any decedent Trustee. The indemnification provided hereby shall be a Trust Cost.

3.11 Reliance by Trustee. The Trustee may rely, and shall be fully protected in acting or refraining from acting, on any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, or other instrument or document that the Trustee has no reason to believe to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of facsimiles, to have been sent by the proper party or parties, and the Trustee may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein. The Trustee may consult with counsel, and any written opinion of counsel shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee in accordance therewith, provided such opinion is not the result of or part of any act of fraud, willful misconduct, or gross negligence. The Trustee shall have the right at any time to seek instructions from the Bankruptcy Court or any other court of competent jurisdiction concerning the Trust Assets, this Trust Agreement, the Plan, or any other document executed in connection therewith, and any such instructions given shall be full and complete authorization in respect of any action taken or not taken by the Trustee in accordance therewith.

DRAFT 6/29/2018

3.12 Reliance by Persons Dealing With the Trust. In the absence of actual knowledge to the contrary, any Person dealing with the Trust shall be entitled to rely on the authority of the Trustee to act in connection with the acquisition, management, sale, liquidation, or disposition of Trust Assets and shall have no obligation to inquire into the existence of such authority.

3.13 No Personal Obligation for Trust Liabilities. Persons dealing with the Trustee in matters relating to the Trust shall have recourse only against the Trust Assets to satisfy any liability incurred by the Trustee to such person in carrying out the terms of this Trust Agreement or the Plan, and the Trustee shall have no personal or individual obligation to satisfy such liability.

3.14 Discharge of Trustee.

(a) Statement of Discharge. The Trustee shall upon termination of the Trust or upon the Trustee's resignation or removal render a statement of discharge containing the following information: (i) the Trust Assets originally charged under the Trustee's control, (ii) a summarized accounting, in sufficient detail, of all purchases, sales, gains, losses, and income in connection with the Trust during the Trustee's term of service, and (iii) the ending balance of all assets and funds of the Trust as of the date of discharge.

(b) Approval of Statement of Discharge. The statement of discharge required by Section 0 hereof shall be presented to the Bankruptcy Court for approval. Upon approval by the Bankruptcy Court, the withdrawing Trustee shall be discharged from all liability to the Trust, Beneficiaries, and all Persons for acts or omissions in the Trustee's capacity as the Trustee or in any other capacity contemplated by this Trust Agreement or the Plan, other than actions or inaction constituting fraud, willful misconduct, or gross negligence. The expenses of any accounting, including, but not limited to any statement of discharge hereunder and obtaining approval from the Bankruptcy Court, shall be a Trust Cost.

IV. POWERS OF THE TRUSTEE

4.1 Title. Legal title to all Trust Assets shall be vested in the Trustee, except that the Trustee shall have the power to cause legal title (or evidence of title) to any of the Trust Assets to be held by any nominee or Person, on such terms, in such manner, and with such powers as the Trustee may determine.

4.2 Management Power. The Trustee shall have control and authority over the Trust Assets, and over the management of the Trust to the same extent as if the Trustee were the sole owner thereof in its own right.

4.3 Bankruptcy Court Approval of Trustee Actions.

(a) Except as provided in the Plan, the Confirmation Order or otherwise specified in this Trust Agreement, the Trustee need not obtain the order or approval of the Bankruptcy Court in the exercise of any power, rights, or discretion conferred hereunder, or account to the Bankruptcy Court. The Trustee shall exercise its business judgment for the

DRAFT 6/29/2018

benefit of the Beneficiaries in order to maximize the value of the Trust Assets and distributions, giving due regard to the cost, risk, and delay of any course of action.

(b) Notwithstanding the foregoing, the Trustee, in its sole discretion and judgment, shall have the right to submit to the Bankruptcy Court any motion or application regarding actions which the Trustee may desire to have explicit approval of the Bankruptcy Court for the taking of any specific action proposed to be taken by the Trustee with respect to the Trust Assets, this Trust Agreement, the Plan, or the Debtors, including the administration and distribution of the Trust Assets. Subject to the Plan and the Confirmation Order, the Bankruptcy Court shall retain jurisdiction for such purposes.

(c) Unless otherwise directed by the Bankruptcy Court or expressly provided in this Trust Agreement, notice of any motion by the Trustee under any provision of this Trust Agreement need only be given to Beneficiaries, the United States Trustee, parties that have filed a notice of appearance in the Chapter 11 Cases, and any Person named in the motion. Notwithstanding the foregoing, the Trustee may file a motion with the Bankruptcy Court to limit notice further, upon good cause shown.

(d) In addition, the Trustee shall specifically have the power and authority to seek Bankruptcy Court approval to sell any Trust Asset free and clear of all Liens, Claims, and encumbrances.

4.4 Other Powers of Trustee. In connection with the management and use of the Trust Assets and administration of the Trust, the Trustee's powers, except as otherwise expressly limited in this Trust Agreement or the Plan, shall include, but not be limited to, the following:

(a) to accept, preserve, and protect the Trust Assets;

(b) to review, reconcile, settle, object to, or request estimation under Section 502(c) of the Bankruptcy Code of, Claims against the Debtors (including the supervision and final decision-making on any related work having to do with such claims under the Transition Services Agreement, and the handling and supervision of all legal or trial work relating thereto), and to succeed to the Debtors in the pursuit of any pending objections, estimation requests, or proceedings relating to such Claims after the Effective Date;

(c) except to the extent that any Claim is Allowed, to set off against any Claims and the payments or distributions to be made pursuant to the Plan in respect of such Claims, any and all debts, liabilities, Causes of Action and claims of every type and nature whatsoever which the Estates, the Debtors, or the Trustee may have against such Holder of a Claim;

(d) to make or cause to be made distributions of Available Cash in accordance with the terms of this Trust Agreement and the Plan;

(e) to manage, liquidate, sell, assign, transfer, or deal in any other manner with the Trust Assets or any part thereof or any interest therein (including the supervision and final decision-making on any related work having to do with any Trust Assets being initially

DRAFT 6/29/2018

handled under the Transition Services Agreement), and to sell and dispose of the Trust Assets for cash or upon such terms and for such consideration as the Trustee deems proper in its discretion;

(f) to investigate, prosecute, defend, resolve and settle any litigation relating to the Trust;

(g) to engage in all acts that would constitute ordinary performance of the obligations of a trustee under a liquidating trust, and to file all returns of the Trust as a grantor trust for the Beneficiaries pursuant to Treasury Regulation Section 1.671-4(a) or (b) and any other tax returns that may be required with respect to the Trust;

(h) to, on behalf of the Trust and Trustee, and subject to Bankruptcy Court approval, appoint, engage, employ, supervise, and compensate employees, and other Persons as may be necessary or desirable, including managers, consultants, accountants, attorneys, or other professionals;

(i) to open and take all actions with respect to bank accounts on behalf of and in the name of the Trust;

(j) to invest and reinvest Trust Cash, pending distribution, and to liquidate such investments;

(k) to pay any taxes owed by the Trust, or that may be paid by the Trust on behalf of the holders of Claims (both of which shall be considered a Trust Cost), and execute, deliver, and perform any agreement made with applicable taxing authority other Governmental Unit, with respect to the Debtors or the Trust;

(l) to determine the manner of ascertainment of income and principal, and the apportionment of income and principal, and the apportionment between income and principal of all receipts and disbursements, and to select an annual accounting period, for the Trust;

(m) to appear and participate in any proceeding before the Bankruptcy Court or any other court with respect to any matter regarding or relating to the Chapter 11 Cases, the Plan, or the Trust and be entitled to notice and opportunity for a hearing on all such issues;

(n) to establish such funds, reserves and accounts within the Trust estate, as deemed by the Trustee in its discretion to be useful in carrying out the purposes of the Trust;

(o) to sue, defend, and participate, as a party or otherwise, in any judicial, administrative, arbitral or other proceeding (including adversary proceedings and other contested matters) pending in the Bankruptcy Court and in all actions and proceedings pending elsewhere;

(p) to delegate any or all of the discretionary power and authority herein conferred at any time with respect to all or any portion of the Trust estate to any one or more reputable individuals, without liability for any action taken or omission made because of any such delegation, except as provided in Section 3.10 hereof;

DRAFT 6/29/2018

(q) to consult with the Beneficiaries at such times and with respect to such issues relating to the conduct of the Trust as the Trustee considers desirable and in accordance with the terms of the Trust Agreement;

(r) to pay all fees, expenses, debts, and liabilities of the Trust, including Trust Costs;

(s) to execute, deliver and perform such other agreements and documents and to take or cause to be taken any and all such other actions as it may deem necessary or desirable to effectuate and carry out the purposes of this Trust Agreement;

(t) to undertake any action or perform any obligation provided for or required by the Plan;

(u) to terminate this Trust with approval of the Bankruptcy Court;

(v) to seek to close the Chapter 11 Cases pursuant to 11 U.S.C. § 350 and the Plan; and

(w) to exercise such other powers and duties as necessary or appropriate in the discretion of the Trustee to accomplish the purposes of the Trust as set forth herein and in the Plan.

4.5 Representative Status of Trustee. The Trustee will directly and indirectly be an Estate Representative and, subject to the Plan, will have the rights and powers provided for in the Bankruptcy Code, including Section 1107 thereof, in addition to all rights and powers granted in this Trust Agreement. Subject to the Plan and Confirmation Order and property otherwise vesting in the Reorganized Debtors or the Tort Claimants Trust, the Trustee will be the successor-in-interest to the Debtors with respect to any action which was or could have been commenced by the Debtors prior to the Effective Date, and shall be deemed substituted for the Debtors as the party in such action. Subject to the Plan, all Causes of Action or other rights of the Debtors appurtenant to the Trust Assets are preserved and retained and may be enforced by the Trustee as an Estate Representative, subject only to any express waiver or release thereof in the Plan or in any other contract, instrument, release, indenture or other agreement entered into in connection with the Plan. To the extent there is disagreement with the Reorganized Debtors or any other party as to the rights and duties of the Trustee vis-à-vis the other party (or vice-versa), the Trustee shall (or the other party may) seek appropriate interpretation of the Plan by the Bankruptcy Court, after notice and a hearing.

4.6 Reserved.

4.7 Abandonment. The Trustee may abandon any Trust Asset upon approval of the Bankruptcy Court following motion by the Trustee, after notice and a hearing.

4.8 Commingling of Trust Assets. The Trustee shall not commingle any of the Trust Assets with its own property or the property of any other Person.

DRAFT 6/29/2018

4.9 Reserved

4.10 Costs. All fees, costs, and expenses incurred by the Trustee and the Trust in the exercise of any right, power, or authority conferred by this Trust Agreement shall be a Trust Cost.

V. OBLIGATIONS OF THE TRUSTEE

5.1 Consultation with Beneficiaries. The Trustee shall have the right, but not the obligation, to consult in good faith with the Beneficiaries regarding all material issues affecting the Trust, including the resolution of Claims and the disposition of Trust Assets.

5.2 Reports and Records.

(a) The Trustee shall cause to be prepared within 90 days after the end of each fiscal quarter (for such fiscal quarter), financial statements of the Trust as of the end of and for such periods, including (i) a statement of assets and liabilities, (ii) a statement of cash receipts and disbursements, (iii) a schedule, summarizing by type of investment and asset, all acquisitions and dispositions, and (iv) a summary listing of the status of the resolution of Claims for such fiscal year and disposition of Trust Assets. In addition, such financial statements may contain the following supplementary information: (A) a statement of the Beneficial Interests outstanding, (B) the amount of distributions to Beneficiaries, (C) a schedule of expenses of the Trust, including Trust Costs, and (D) a list of all Disputed Claims for which this Trust is liable, with an estimate or range (if practicable, and if not with the label “unliquidated”) of the amount of such Disputed Claims.

(b) The Trustee shall maintain records and books of account relating to the Trust Assets, the management thereof and all transactions undertaken by the Trustee. The Trustee shall also maintain records and books of account relating to all distributions contemplated under the Plan and this Trust Agreement.

5.3 Investment Guidelines. Trust Cash held pending distribution, including Trust Cash held in reserves, shall, to the extent permitted by applicable law, be invested by the Trustee in (i) direct obligations of, or obligations guaranteed by, or obligations secured by, the United States of America (including without limitation United States Treasury Bills); (ii) obligations of any agency or corporation that is or may hereafter be created by or pursuant to an Act of the Congress of the United States as an agency or instrumentality thereof, or (iii) demand deposits or short-term certificates of deposit at any bank or financial institution approved by the United States Trustee, provided however, that the Trustee may maintain Trust Cash in an amount sufficient to cover Trust Costs that will fall due in the next ninety days plus the anticipated next distribution in any financial institution (as such term is defined by Section 101(22) of the Bankruptcy Code). However, the scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional investments, as the case may be, that a liquidating trust, within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to any amendment or addition to the Internal Revenue Code or to the Treasury Regulations, or any modification in IRS guidelines whether set forth in IRS rulings, other IRS pronouncements, or otherwise. Such investments shall mature in

DRAFT 6/29/2018

such amounts and at such times as, in the judgment of the Trustee at the times such investments are made, are necessary, or are desirable with a view to providing funds when needed to make payments from the Trust Assets. Any investment purchased with the Trust Assets shall be deemed a part of the Trust Assets. All interest, distributions, dividends and proceeds received by the Trustee in respect of such investments shall be a part of the Trust Assets.

5.4 Access to Information by Beneficiaries. Each Beneficiary shall have access to the business records of the Trust for the purpose of obtaining information relating to the management of Trust Assets for any purpose reasonably related to the interests generally of the Beneficiaries, so long as access is reasonably exercised during normal business hours (after at least ten business days' notice to the Trustee), does not constitute an undue burden on the Trustee, and is not detrimental to the Trust or other Beneficiaries. Notwithstanding the foregoing, in the event of any dispute or controversy between a Beneficiary and the Trustee or Trust, such Beneficiary must follow the discovery provisions provided in the Bankruptcy Rules and may not exercise the rights provided by this section in lieu of legal discovery. Nothing herein contained is intended to restrict any Beneficiary from access to the business records of the Trustee, which the Trustee, in its discretion elects to provide. For the avoidance of doubt, nothing in this provision grants Beneficiaries access to the business records of the Debtors or the Plan Sponsor. Notwithstanding the foregoing, the Trustee may file a motion with the Bankruptcy Court to modify the Beneficiaries' access to the business records of the Trust upon good cause shown.

5.5 United States Trustee Fees and Reports. After the Effective Date, the Trust shall pay as a Trust Cost, all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of the Trust's disbursements until the Chapter 11 Cases are closed. After the Confirmation Date, the Trust shall prepare and serve on the Office of the United States Trustee such quarterly disbursement reports for the Trust as required by the United States Trustee for as long as the Chapter 11 Cases remain open.

5.6 No Implied Obligations. No other further covenants or obligations of the Trustee shall be implied into this Trust Agreement. The Trustee shall not be responsible in any manner whatsoever for the correctness of any recital, statement, representation, or warranty herein, or in any documents or instrument evidencing or otherwise constituting a part of the Trust Assets.

5.7 Unknown Property and Liabilities. The Trustee shall be responsible for only that property delivered to it, and shall have no duty to make, nor incur any liability for failing to make, any search for unknown property or for any liabilities.

5.8 Trust Costs. From the Trust Assets, the Trustee shall pay all Trust Costs when due (or upon approval by the Bankruptcy Court, if such approval is required) if not disputed in good faith by the Trustee, or provide for payment of such Trust Costs in full through reserve (subject to the terms of Section 7.1 hereof), prior to making distributions to any Beneficiaries.

VI. BENEFICIAL INTERESTS

6.1 Allocation of Beneficial Interests to Holders of Claims. The Trustee shall allocate to each holder of an Allowed Claim a specified Beneficial Interest in the Trust equal to its treatment under the Plan. Holders of Claims that are not yet Allowed are also holders of Beneficial Interests, but in an unliquidated amount.

6.2 Transfer of Beneficial Interests. The Beneficial Interests in the Trust are transferrable. However, no transfer of a Beneficial Interest shall be effective or binding upon the Trust or the Trustee for any purpose, unless and until written notification of such transfer or assignment, executed by duly authorized representatives of both the assignor and assignee of such Beneficial Interest, is sent by certified mail to the Trustee and received by the Trustee. The Trustee has the right to condition its recognition of any transfer upon such other evidence that it may reasonably request in writing to the parties.

6.3 Register Entries Regarding Beneficial Interests. The Trustee shall make appropriate notations in a Trust Register and calculate the appropriate amounts for each Beneficiary prior to each distribution to Beneficiaries, including the Beneficial Interest and Allowed Claim held by each Beneficiary.

6.4 Allocation of Beneficial Interests to Holders of Disputed Claims or Interests. No liquidated Beneficial Interest shall be allocated to a Holder of a Claim unless and until such Holder has an Allowed Claim. In the event and upon allowance of additional Allowed Claims, the liquidated Beneficial Interests held by the first and subsequent creditors holding Allowed Claims in the applicable class(es) will be adjusted as necessary.

6.5 Representation of Beneficial Interest. The Beneficial Interests shall be uncertificated. The Beneficial Interests shall be represented by appropriate book entries in the Trust Register.

6.6 Trust Register.

(a) **Register of Beneficial Interests.** The Trustee shall cause the Trust Register to be kept at the office of the Trustee or at such other place or places that shall be designated by the Trustee from time to time.

(b) **Access to Register by Beneficiaries.** Beneficiaries and their duly authorized representatives shall have the right, upon reasonable prior written notice to the Trustee, and in accordance with reasonable regulations prescribed by the Trustee, to inspect and at the expense of the Beneficiary make copies of the Trust Register, in each case only for a purpose reasonable and related to such Beneficiary's Beneficial Interest in the Trust.

6.6.1 Absolute Owners. The Trustee may deem and treat the Beneficiary of record as determined pursuant to Section 6.1 or if and when appropriate, Section 6.2 of this Trust Agreement as the absolute owner of such Beneficial Interests for the purpose of receiving distributions and payment thereon or on account thereof and for all other purposes whatsoever.

VII. DISTRIBUTION OF THE TRUST ESTATE

7.1 Establishment of Reserve. The Trustee shall maintain the Distribution Trust Reserve Amount funded from time to time with Trust Cash in an amount determined by the Trustee to be reasonably necessary to pay (a) Allowed Claims awaiting distribution, plus (b) the amount reserved pursuant to Article VIII.D of the Plan for Disputed Claims, plus (c) the asserted amount of Post-Effective Date Administrative Claims that have not been paid or disallowed (either by agreement of the parties or order of the Bankruptcy Court), plus (d) existing and anticipated Trust Costs (*provided, however*, that absent an Order of the Bankruptcy Court after notice and a hearing, the maximum amount held in the Distribution Trust Reserve Amount for anticipated Trust Costs shall not exceed \$250,000). Other than the amounts in the Distribution Trust Reserve Amount, all Available Cash must be distributed on each given distribution date. If the Trustee deems necessary or appropriate, it may file with the Bankruptcy Court, in advance of any distribution, an itemized schedule of the Distribution Trust Reserve Amount, which shall be binding and conclusive (but solely for purposes of the next distribution) absent the filing, within ten business days, of a written objection thereto with the Bankruptcy Court. If such objection is timely filed, then the Bankruptcy Court may convene a hearing to determine the appropriate Distribution Trust Reserve Amount for the next distribution (and the time to make the next distribution shall be tolled until the Bankruptcy Court makes such determination).

7.2 Distributions to Holders of Beneficial Interests.

7.2.1 Distributions Generally. The Trustee shall make distributions from Available Cash, or from Trust Assets as provided in Section 9.2 hereof, on the Initial Distribution Date and then on each Subsequent Distribution Date (each as defined below). The Trustee may withhold from amounts distributable to any Person any and all amounts, determined in the Trustee's discretion, to be required by any law, regulation, rule, ruling, directive, or other governmental requirement.

7.2.2 Distributions to Beneficiaries After Allowance, and Allowance of the Omega Claim. As soon as practicable after a Disputed Claim becomes an Allowed Claim, the Trustee will distribute to the Holder thereof all distributions to which such Holder is then entitled under this Trust Agreement and the Plan. The Omega Claim shall be an Allowed Claim to the extent set forth in the Confirmation Order, and the Omega Unsecured Claim shall be the Omega Claim less the amount actually received by Omega from the Plan Sponsor Consideration as of the Effective Date, and Omega will be a Beneficiary under the Trust in that amount (and residual Beneficiary under this Trust). All distributions will be made together with any dividends, payments, or other distributions made on account of, as well as any obligations arising from, the distributed property as if such Claim had been an Allowed Claim on the dates distributions were previously made to Allowed Holders included in the applicable Class.

7.2.3 Remaining Trust Assets. In the event that all Claims have been paid in accordance with the Plan, then such remaining Trust Assets and Trust Cash (less any reserve deemed appropriate by the Trustee to pay anticipated Trust Costs, determined in consultation with Omega) shall be transferred by the Trust to Omega.

DRAFT 6/29/2018

7.2.4 Place and Manner of Payments or Distributions. The Trustee shall make distributions to the Beneficiaries of record as of the applicable distribution date by mailing such distribution to the Beneficiary at the address of such Beneficiary as listed in the Schedules, or any proof of claim filed by the Beneficiary, or as listed in the Trust Register, or at such other address as such Beneficiary shall have specified for payment purposes in a written notice to the Trustee at least 20 days before a distribution date. The Trustee shall distribute any cash by check or such other method as the Trustee deems appropriate under the circumstances. Prior to receiving any distributions, all Beneficiaries, at the Trustee's request, must provide to the Trustee written notification of their respective Federal Tax Identification Numbers or Social Security Numbers. The Trustee may suspend distributions to any Beneficiary that has not provided its Federal Tax Identification Number or Social Security Number, as the case may be.

7.2.5 Unclaimed or Undeliverable Distributions. Article V.D of the Plan shall govern all unclaimed or undeliverable distributions.

7.2.6 De Minimis Distributions. No Cash payment of less than twenty-five dollars (\$25.00) shall be made to any Holder of an Allowed Claim on account of such Allowed Claim.

7.2.7 Distribution Date. "Initial Distribution Date" shall have the meaning set forth in the Plan. "Subsequent Distribution Date" shall, despite the definition in the Plan, mean, (i) for the next two distribution dates, the date that is forty-five (45) days after the previous distribution, and (ii) for all subsequent distributions, the date that is ninety (90) days after the previous distribution.

7.3 Disputed Claims.

7.3.1 General. All references to Claims and amounts of Claims refer to the amount of the Claim Allowed by agreement of the Debtors or the Liquidation Trustee and the Holder of such Claim, by operation of law, by Final Order, or by the Plan. The Trustee shall hold for the holders of Disputed Claims any amounts attributable to the estimated amount of Disputed Claims as calculated in accordance with the Plan and Section 6.1 hereof, and any amounts treated as set aside on account of Disputed Claims in accordance with Section 7.2.1. Such distributable amounts shall be made in accordance with the Plan and with Section 7.2.2 hereof.

7.3.2 Taxable Income Allocable to Disputed Claims. Taxes with respect to income of the Trust attributable to the estimated amount of Disputed Claims shall be the responsibility of the Trust. In the event and to the extent the amount held in trust for the holders of Disputed Claims produce insufficient cash to pay such taxes, the Trust shall fund such taxes and deduct an amount equal to such taxes from subsequent earnings with respect to the amount held in trust for Disputed Claims or amounts that may be subsequently distributed to holders of Disputed Claims that have become Allowed Claims; holders of Disputed Claims will in all circumstances bear the cost of Trust taxes attributable to their respective shares of Trust assets and income.

DRAFT 6/29/2018

7.4 Post-Effective Date Administrative Claims. Pursuant to the Operations Transfer Agreements, the New Operators (as defined therein) or their successors or assignees, may have certain claims (including rights of indemnity) which arise after the Effective Date, as a liability of the Debtors (and assumed by the Distribution Trust), and shall be treated as Administrative Claims under the Plan (collectively, these shall be referred to herein as “*Post-Effective Date Administrative Claims*”). Each party asserting a Post-Effective Date Administrative Claim must, within sixty days of the liquidation thereof, either submit such claim in writing to the Distribution Trustee, with sufficient detail and support, or file it with the Bankruptcy Court via a motion to allow and pay such claim. Nothing herein shall preclude a party from submitting multiple different Post-Effective Date Administrative Claims, it being understood that such Claims may arise at different times and from different and distinct events, but a failure to submit a specific liquidated Post-Effective Date Administrative Claim within sixty days of its liquidation, shall result in such specific Claim being forever barred.

7.4.1 Informal Resolution of Post-Effective Date Administrative Claims. If the Post-Effective Date Administrative Claim is submitted to the Distribution Trustee, then the Distribution Trustee has sixty days to resolve such claim. At the end of such sixty day period (or such earlier time as the Trustee determines, if the Holder of such claim avails itself of the process set forth in Section 7.4.3 of this Trust Agreement), the Trustee must resolve (subject to the terms of this Trust Agreement) with such Claimant, to the greatest extent possible, the Post-Effective Date Administrative Claim and must pay the undisputed amount, and inform the claimant in writing as to the disputed amount, with reasonable detail as to the basis for the dispute. At all times during this period, the Holder of the Post-Effective Date Administrative Claim shall cooperate with the Distribution Trustee by providing such further documents or other information as reasonably requested by the Distribution Trustee, and the Distribution Trustee shall provide updates from time to time to the Holder of the in Post-Effective Date Administrative Claim. As to any portion of a Post-Effective Date Administrative Claim that is disputed, the holder thereof may file a motion with the Bankruptcy Court to allow and pay such amount, in accordance with Section 7.4.2 of this Trust Agreement.

7.4.2 Judicial Resolution of Post-Effective Date Administrative Claims. The Holder of the Post-Effective Date Administrative Claim may file a motion to allow and pay such Claim with the Bankruptcy Court (or may do so with respect to any disputed portion of such Claim that was not resolved and paid pursuant to Section 7.4.1 of this Trust Agreement). Upon such a filing, the Distribution Trustee shall have twenty (20) days to file a written response with the Bankruptcy Court, and thereafter, the Holder of such Claim and the Distribution Trustee shall confer in good faith regarding any discovery and/or briefing warranted for such Claim, and present to the Bankruptcy Court an agreed scheduling order covering such matters (or if they cannot so agree, they shall submit competing scheduling orders), and scheduling a final hearing on such Claim. After any necessary briefing, discovery, and hearing(s), and upon entry of a Final Order, the Allowed portion of any Post-Effective Date Administrative Claim, if any, shall be paid by the Distribution Trustee, and the balance shall be Disallowed.

7.4.3 Involvement of the Trustee in Advance of the Submission of any Post-Effective date Administrative Claims. If any party believes it may become the Holder of a Post-Effective Date Administrative Claim, it may (but is not required to) involve the Trustee in the details of such Claim in advance of the liquidation thereof. If such party determines to do so, the

DRAFT 6/29/2018

Trustee shall in good faith apprise itself of the facts and circumstances, and engage with the party so as to, if practicable, avoid unnecessary delay in the payment of such Post-Effective Date Administrative Claim once it is liquidated. The Trustee's involvement in this process will not preclude the Trustee from later disputing such Claim, if the Trustee, in good faith and despite apprising itself of the fact and circumstances thereof, does not believe such Claim is valid under applicable law or any governing agreement, or based on its underlying facts, but the Trustee must work in good faith during this process to minimize dispute or litigation.

VIII. TAX MATTERS

8.1 Certain Income Tax Matters. The Trust established pursuant to this Trust Agreement is established for the purpose of satisfying claims by liquidating the Trust Assets transferred to it and the Trust shall have no objective of continuing or engaging in any trade or business except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust. The purpose of the Trust is to provide a mechanism for the liquidation of the Trust Assets conveyed by the Debtors to the Trust, and to distribute the proceeds of the liquidation, net of all claims, expenses, charges, liabilities, and obligations of the Trust, to the holders of Beneficial Interests in accordance with the terms of the Plan and this Trust Agreement. No business activities will be conducted by the Trust other than those associated with or related to the liquidation of the Trust Assets. It is intended that the Trust be classified for federal income tax purposes as a "liquidating trust" within the meaning of Section 301.7701-4(d) of the Treasury Regulations. All parties hereto shall treat the transfers in trust described herein as transfers to the Beneficiaries for all purposes of the Internal Revenue Code of 1986, as amended (including, without limitation, Sections 61, 483, 671, 1001, 1012, and 1274). All the parties hereto shall treat the transfers in trust as if all the transferred assets, including all the Trust Assets, had been first transferred to the Beneficiaries and then transferred by the Beneficiaries to the Trust. The Beneficiaries shall be treated for all purposes of the Internal Revenue Code of 1986, as amended, as the grantors of the Trust and the owners of the Trust. The Trustee shall file returns for the Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a) or (b), to the extent interests of the Trust are attributable to Allowed Claims. The parties hereto, including the Trustee and the Beneficiaries shall value the property transferred to the Trust consistently and such valuations shall be used for all federal income tax purposes. Each Beneficiary with an Allowed Claim shall be responsible for payment of any taxes due to the operation of their share of the Trust, and the Trust shall pay the taxes attributable to the shares of the Trust allocable to the estimated amount of Disputed Claims (which will reduce the amount available to distribute to holders of Disputed Claims that may become Allowed Claims). During its existence, the Trust shall not receive or retain cash or cash equivalents in excess of a reasonable amount necessary to meet claims and contingent liabilities or to maintain the value of its assets during liquidation. The Trustee shall use its continuing best efforts to dispose of the Trust Assets, make timely distributions, and shall not unduly prolong the duration of the Trust. The Trustee is authorized to take any action as may be necessary or appropriate to minimize any potential tax liability of the Trust and, thereafter, the Beneficiaries, arising out of the operations of the Trust. The Trustee is directed to allocate all costs, charges, expenses and deductions, or any of them in whole or in part, to income or principal at such time and in such a manner as the Trustee shall determine will reduce or eliminate the Trust's taxes, if any. The Trustee shall generally attempt to distribute at least annually to the holders of Beneficial Interests all net cash income plus all net cash proceeds from the liquidation of assets of the Trust; *provided, however,*

DRAFT 6/29/2018

the Trustee shall be required to make such distributions only if cash exists to be distributed after retaining and setting aside such amounts of cash to pay existing and anticipated Trust Costs (including amounts as are reasonably necessary to meet contingent liabilities and to maintain the value of the assets of the Trust during liquidation, and any taxes imposed on the Trust or in respect of the assets of the Trust) and reserved pursuant to Section 7.1. In addition, the Trustee shall, not less often than annually, provide to Beneficiaries such information as is appropriate or necessary, to enable the Beneficiaries to determine their respective tax obligations, if any, arising out of the operations of the Trust. The Beneficiaries shall each report their share of the net income of the Trust as reported to them by the Trustee and pay any tax owing thereon on a current basis. Each taxable year, all income of the Trust will be taxed either to the Beneficiaries or to the Trust. No Beneficiary shall have any claim to or with respect to any specific property held in trust and shall have no claim to or for a distribution of property in kind.

8.2 Treatment of Trust Assets for Tax Purposes. The Trustee shall have the right to request the Bankruptcy Court to determine the aggregate value of the Trust Assets which shall be reported to the Beneficiaries, or the Trustee may provide an estimate of such amount itself. The value of the Trust Assets shall be consistently reported for federal income tax purposes by the Debtors, the Trust, and the Beneficiaries.

8.3 Withholding. The Trustee may withhold from the amount distributable from the Trust at any time to any Person such sum or sums as may be sufficient to pay any tax or taxes or other charge or charges that have been or may be imposed on such Person or upon the Trust with respect to the amount distributable or to be distributed under the income tax laws of the United States or of any state or political subdivision or entity by reason of any distribution provided for in Article VIII, whenever such withholding is determined by the Trustee in its discretion to be required by any law, regulation, rule, ruling, directive or other governmental requirement, and the Trustee, in the exercise of its discretion and judgment, may enter into agreements with taxing or other authorities for the payment of such amounts as may be withheld in accordance with the provisions of this section. Notwithstanding the foregoing but without prejudice to the Trustee's rights hereunder, such Person shall have the right with respect to the United States, or any state, or any political subdivision of either, to contest the imposition of any tax or other charge by reason of any distribution hereunder.

8.4 Allocation of Income and Losses. Unless otherwise determined by the Trustee in its reasonable discretion, allocations between Beneficiaries of taxable income of the Trust for each of its tax years shall be determined by reference to the manner in which an amount of cash equal to the amount of such taxable income would be distributed (without regard to any restrictions on distributions described in the Plan) if, immediately before such deemed distribution, the Trust had, with respect to the portion of the Trust treated as a grantor trust, distributed all its other assets (valued for this purpose at their tax book value) in respect of the Beneficial Interests, taking into account all prior and concurrent distributions from the Trust made in accordance with the Plan. Similarly, taxable loss generally will be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining assets of the Trust. The tax book value of assets for purpose of Article VIII and Article IX hereof means their fair-market value on the Effective Date or, if later, the date on which such assets were acquired by the Trust, adjusted in either case in accordance with applicable tax accounting principles. With regard to transfers of Beneficial

DRAFT 6/29/2018

Interests in accordance with Article VI hereof, the Trustee shall promptly establish a standard convention for allocating and apportioning taxable income and loss between a transferor and its transferee and shall not be required to so allocate and apportion based on the actual Trust activities prior and subsequent to the date of any transfer. The Trustee shall notify the Beneficiaries of the convention adopted promptly after such adoption. The Trustee shall use its sole discretion to establish a fair and equitable convention to apply and may, but is not required to, adopt a monthly, quarterly, or similar record date convention.

8.5 Tax Treatment of Trust Assets and Income/Loss Attributable to Disputed Claims. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Trustee of a private letter ruling if the Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Trustee), the Trustee shall (i) treat the portion of the Trust assets attributable to the estimated amount of Disputed Claims as a discrete trust for federal income tax purposes, consisting of separate and independent shares to be established in respect of the estimated amount of each Disputed Claim, in accordance with the trust provisions of the Internal Revenue Code (Sections 641 *et seq.*), (ii) treat the taxable income or loss of the Trust attributable to such portion of the Trust assets allocated to the estimated amount of Disputed Claims as taxable income or loss with respect to which the Trust will pay the tax liability (but only with respect to the portion of the year with respect to which such claims are Disputed Claims), (iii) after a Disputed Claim is allowed by Final Order, treat the holder of such Allowed Claim as a grantor of the liquidating trust as described in Section 8.1 hereof, and as the party responsible for payment of all taxes on its share of any income of Trust after the Claim is Allowed, and (iv) to the extent permitted by applicable law, shall report consistent with the foregoing for state and local income tax purposes. All holders of Allowed Claims shall report, for tax purposes, consistent with the foregoing.

IX. TERMINATION

9.1 Duration. The Trust shall terminate upon the earlier of (i) the date which is two (2) years after the Effective Date (the date this Trust is created); or (ii) the disposition of the Trust Assets; or (iii) the fulfillment of Trust purposes as determined by the Trustee as evidenced by an order of the Bankruptcy Court closing the Chapter 11 Cases and discharging the Trustee. Notwithstanding the foregoing, with Bankruptcy Court approval after notice and a hearing, the Trustee may extend the term of the Trust for one or more finite terms (each such term not to exceed one year, although further successive finite terms may be requested by the Trustee in accord with this Section 9.1) based upon the particular facts and circumstances at that time, if it is in the best interest of the Beneficiaries, the remaining tasks set forth in this Trust Agreement cannot be completed despite prior and continued expeditious effort, and an extension is necessary to the liquidating purpose of the Trust.

9.2 Distribution of Trust Assets. The Trust may not be terminated at any time by the Beneficiaries. If permitted under the applicable law and not contrary to the classification of the Trust as a liquidating trust and a pass-through entity under applicable income tax law, and if in the best interests of the Beneficiaries and with approval of the Bankruptcy Court, the Trustee may distribute interests in the Trust Assets, or contribute the Trust Assets to another Person and then distribute interests in such Person to the Beneficiaries. Trust Assets to be distributed in kind shall be valued by the Trustee in its reasonable discretion at their tax book value. After all

DRAFT 6/29/2018

liabilities of the Trust have been satisfied or duly provided for, such remaining Trust Assets shall be distributed to Beneficiaries as a final distribution, and if all Beneficiaries other than Omega have received the amounts to which they are entitled under the Plan, then all such remaining Trust Assets must be distributed to Omega on account of the Omega Unsecured Claim.

X. MISCELLANEOUS

10.1 Notices. Any notice required to be given by this Trust Agreement to the Beneficiaries, the Reorganized Debtors, Omega, the Trustee, or any other Person shall be in writing and shall be sent by first class mail, facsimile, overnight mail or in the case of mailing to a non-United States address, air mail, postage prepaid, addressed to:

If to the Trustee:

If to Omega:

Omega Healthcare Investors, Inc.
Attn: Daniel J. Booth (dbooth@omegahealthcare.com)
303 International Circle
Suite 200
Hunt Valley, MD 21030

with a copy to:

Bryan Cave LLP
Attn: Rick Miller (rick.miller@bryancave.com)
Mark Duedall (mark.duedall@bryancave.com)
One Atlantic Center
Fourteenth Floor
1201 W. Peachtree Street, NW
Atlanta, GA 30309-3488

If to the Reorganized Debtors:

SC-GA 2018 Partners, LLC
Attn: Steven Lebowitz
4 West Red Oak Lane, Suite 201
White Plains, NY 10604

with a copy to:

Neligan LLP
Attn: Patrick J. Neligan, Jr. (pneligan@neliganlaw.com)
James P. Muenker (jmuenker@neliganlaw.com)
325 N. St. Paul Street, Suite 3600
Dallas, Texas 75201

DRAFT 6/29/2018

if to any Beneficiary, at such Beneficiary's address as listed in the Schedules, proof of claim filed by the Beneficiary, the Trust Register, or as identified in a written request for notice delivered to the Trustee.

Notice mailed shall be effective on the date mailed or sent. Any Person may change the address at which it is to receive notices under this Trust Agreement or elect to receive notice by email by furnishing written notice pursuant to the provisions of this Section 10.1 to the entity to be charged with knowledge of such change.

10.2 Transferee Liabilities. The Trust shall have no liability for, and the Trust Assets shall not be subject to, any claim arising by, through, or under the Debtors except as expressly set forth in the Plan or this Trust Agreement. In no event shall the Trustee have any personal liability for such claims. If any liability shall be asserted against the Trust or the Trustee as the transferees of the Trust Assets on account of any claimed liability of, through, or under the Debtors, the Trustee may use such part of the Trust Assets as may be necessary to contest any such claimed liability and to pay, compromise, settle, or discharge same on terms reasonably satisfactory to the Trustee as a Trust Cost.

10.3 Amendment. This Trust Agreement may be amended by the proposal of the Trustee if approved by the Bankruptcy Court after notice and a hearing. As long as any amendment of this Trust Agreement does not conflict with the terms of the Plan, this Trust Agreement may be amended without amending or modifying the Plan. This Trust Agreement may be amended by the Trustee without the approval of any Beneficiaries or the Bankruptcy Court to correct typographical errors or if such amendment is not material (and if Omega so agrees), and in either case if such amendment does not materially and adversely affect the interests of any Beneficiary, but such amendment shall not be effective until 20 days after the Beneficiaries shall have been given notice of such amendment.

10.4 Counterparts. This Trust Agreement may be executed in one or more Counterparts, all of which shall be taken together to constitute one and the same instrument.

10.5 Governing Law; Severability. This Trust Agreement shall be governed by construed under and interpreted in accordance with the laws of the State of Texas. If it shall be determined by a court of competent jurisdiction that any provision of this Trust Agreement shall be invalid or unenforceable under such applicable law, such invalidity or unenforceability, shall not invalidate the entire Trust Agreement. In that case, this Trust Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of applicable law, and, if such term or provision cannot be so limited, this Trust Agreement shall be construed to omit such invalid or unenforceable provisions provided that such construction, to the maximum extent possible, shall give effect to the purposes of the Plan.

10.6 Headings. Sections, subheadings, and other headings used in this Trust Agreement are for convenience only and shall not affect the construction of this Trust Agreement.

10.7 Relationship to Plan. The principal purpose of this Trust Agreement is to aid in the implementation of the Plan and therefore the entirety of this Trust Agreement is incorporated

DRAFT 6/29/2018

into the Plan. To that end, the Trustee shall have full power and authority to take any action consistent with the purpose and provisions of the Plan and shall be bound by the terms of the Plan.

10.8 Consent to Jurisdiction. Each of the parties hereto (and each Beneficiary by its acceptance of the benefits of the Trust created hereunder) consents and submits to the exclusive jurisdiction of the Bankruptcy Court for any action or proceeding instituted for the enforcement or construction of any right, remedy, obligation, or liability arising under or by reason of this Trust Agreement or the Plan.

[Remainder of page intentionally left blank; signatures follow.]

DRAFT 6/29/2018

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement or caused this Trust Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

DRAFT 6/29/2018

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

DRAFT 6/29/2018

	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

DRAFT 6/29/2018

	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 D

(Tort Claimants Trust Agreement)

DRAFT 6/29/2018

TORT CLAIMANTS TRUST AGREEMENT

THIS TORT CLAIMANTS TRUST AGREEMENT (the “*Trust Agreement*”) is made as of this ___ day of _____, 2018 by and between the Reorganized Debtors, for the benefit of the Beneficiaries, and the Trustee (each as hereinafter defined).

RECITALS

WHEREAS, on March 6, 2018, each of the debtors (the “*Debtors*”) in the jointly administered cases docketed at Case No. 18-30777 (the “*Chapter 11 Cases*”) filed with the United States Bankruptcy Court for the Northern District of Texas (the “*Bankruptcy Court*”) a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”);

WHEREAS, on June 22, 2018, the Debtors filed the *Debtors’ Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (which shall be deemed to include the exhibits and plan schedules and all supplements, appendices, and schedules thereto, either in their present form or as the same may be amended, supplemented, or modified from time to time) (the “*Plan*”);

WHEREAS, on [_____], 2018, the Bankruptcy Court entered the *Order Confirming Debtors’ Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. ___] (the “*Confirmation Order*”);

WHEREAS, this Trust Agreement is the “*Tort Claimants Trust Agreement*” under the Plan that is executed in order to facilitate implementation of the Plan;

WHEREAS, the Trust (as defined herein) is established to receive the Tort Claims Cash Amount (as defined in the Plan) and to distribute such cash to certain holders of Tort Claims, each in accordance with the Plan;

WHEREAS, pursuant to Article V.L of the Plan, the Trust shall receive the Tort Claims Cash Amount (the “*Trust Assets*”) so that (i) the Trust Assets can be held in trust for the benefit of the Beneficiaries entitled thereto as a liquidating trust in accordance with Treasury Regulation Section 301.7701-4(d) for the objectives and purposes set forth herein and in the Plan and Confirmation Order, (ii) the Tort Claims can be processed, settled, resolved, and liquidated and allowed or disallowed (as the case may be), (iii) distributions to Allowed Tort Claims may be made in accordance with the Plan, (iv) the Trust Assets can be liquidated, and (v) administrative services relating to the activities of the Trust and relating to the implementation of the Plan can be performed by the Trustee; and

WHEREAS, pursuant to the Plan and the Confirmation Order, the Trust Assets shall automatically vest in the Trust, free and clear of all Claims, Liens, contractually imposed restrictions, charges, encumbrances and interests of Holders of Claims and Holders of Equity Interests on the Effective Date with all such rights being extinguished subject to the rights of Holders of Allowed Tort Claims under the Plan to obtain distributions provided for in the Plan. In no event shall any property of any kind be returned by, or otherwise transferred from, the

Trust to any Debtor; *provided, however*, if property is improperly transferred to the Trust, such property shall be transferred to the appropriate party.

DECLARATION OF TRUST

NOW, THEREFORE, to declare the terms and conditions hereof, and in consideration of the premises, the confirmation of the Plan pursuant to the Bankruptcy Code, and of other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the Debtors and the Trustee have executed this Trust Agreement for the benefit of the respective Beneficiaries entitled to the Trust Assets, and, at the direction of such Beneficiaries (because the transfer of title to undivided interests in each of the Trust Assets to such Beneficiaries would be impractical), absolutely and irrevocably hereby assign to the Trustee hereby, and to its successors or assigns, all right, title, and interest of the Debtors in and to the Trust Assets as provided for in the Plan;

TO HAVE AND TO HOLD unto the Trustee and its successors in trust and its successors and assigns;

IN TRUST NEVERTHELESS, under and subject to the terms and conditions set forth herein and for the benefit of the Beneficiaries of the Trust, and for the performance of and compliance with the terms hereof and of the Plan;

PROVIDED, HOWEVER, that upon termination of the Trust, this Trust Agreement shall cease and terminate.

IT IS HEREBY FURTHER COVENANTED AND DECLARED, that the Trust Assets conveyed hereby are to be held and applied by the Trustee subject to the further covenants, conditions, and terms set forth below.

I. DEFINITIONS/CONSTRUCTION

1.1 Definitions. Unless otherwise defined in this Trust Agreement, capitalized terms used herein have the meanings assigned to such terms in the Plan. Notwithstanding the foregoing, the following capitalized terms as used in this Trust Agreement shall have the following meanings:

(a) “*Available Cash*” means Trust Cash less any Trust Cash held in the Tort Claimants Trust Reserve Amount.

(b) “*Beneficial Interests*” means the beneficial interests in the Trust Assets that shall be allocated to the Beneficiaries pursuant to this Trust Agreement.

(c) “*Beneficiaries*” means the holders of Tort Claims.

(d) “*Cash*” means the legal tender of the United States of America or the equivalent thereof.

(e) “**Estate Representative**” means a person who is a representative of the Debtors’ Estates under §1123(a)(5), (1)(7) and (b)(3)(B) of the Bankruptcy Code, and who will have the rights and powers of a trustee appointed under Section 1104 of the Bankruptcy Code except to the extent specifically limited by the Plan or this Trust Agreement.

(f) “**Tort Claim**” shall have the meaning set forth in the Plan, *provided, however* that for purposes of this Trust Agreement, it shall only refer to Tort Claims against the Debtors for which this Trust is liable under the Plan.

(g) “**Tort Claimants Trust Reserve Amount**” means Cash reserved by the Trustee, calculated in accordance with Section 7.1 hereof.

(h) “**Plan Sponsor**” means SC-GA 2018 Partners, LLC (or its designee(s)).

(i) “**Trust**” means the “Tort Claimants Trust” under the Plan and is the Trust created by this Tort Claimants Trust Agreement.

(j) “**Trust Agreement**” means the “Tort Claimants Trust Agreement” under the Plan, and is this Trust Agreement.

(k) “**Trust Assets**” means the Tort Claims Cash Amount (as defined in the Plan) of \$2,000,000, which amount shall be funded, in Cash, by the Plan Sponsor to the Trust on the Effective Date, and which is the Trust Assets subject to this Trust Agreement.

(l) “**Trust Cash**” means all Cash received and held by the Trust.

(m) “**Trust Costs**” means, except as made an obligation of the Plan Sponsor herein, all costs, expenses, liabilities and obligations incurred by the Trust and Trustee in administering and conducting the affairs of the Trust, and those incurred by the Trust and the Trustee in otherwise carrying out the terms of the Trust and the Plan on behalf of the Trust and the Debtors, including without limitation, any taxes owed by the Trust, the fees and expenses of the Trustee and professionals and other persons employed by the Trust or Trustee, and the expenses and obligations otherwise defined as a Trust Cost in this Trust Agreement or the Plan.

(n) “**Trust Register**” means the registry of Beneficial Interests maintained by the Trustee pursuant to Section 6.4 et seq. of this Trust Agreement.

(o) “**Trustee**” means the “Tort Claimants Trustee” under the Plan, and is the Trustee under this Trust Agreement.

1.2 General Construction. As used in this Trust Agreement, the masculine, feminine, and neuter genders, and the plural and singular numbers shall be deemed to include the others in all cases where they would apply. “Includes” and “including” are not limiting, and “or” is not exclusive. References to “Articles,” “Sections,” and other subdivisions, unless referring specifically to the Plan or provisions of the Bankruptcy Code, the Bankruptcy Rules or other law, statute, or regulation, refer to the corresponding Articles, Sections, and other subdivisions of this Trust Agreement, and the words “herein,” “hereafter,” and words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section, or subdivision of this

Trust Agreement. References to “after notice and a hearing” or similar formulations shall incorporate Section 102(1) of the Bankruptcy Code.

1.3 Incorporation of the Plan. The Plan is hereby incorporated into this Trust Agreement and made a part hereof by this reference, and any capitalized terms not defined herein shall have the meaning ascribed to them in the Plan; *provided, however*, that in the event of any conflict between the terms of the Plan and this Trust Agreement, the terms of the Plan will control and govern.

II. THE TRUST

2.1 Creation and Name. There is hereby created the Trust, which shall be known as the “*4 West Tort Claimants Trust*,” and is the same Trust referred to as the “*Tort Claimants Trust*” under the Plan. The Trustee may conduct the affairs of the Trust under the name of “4 West Tort Claimants Trust.”

2.2 Objectives. The Trust established pursuant to this Trust Agreement is for the purpose of processing, settling, resolving and liquidating all Tort Claims, including without limitation the Causes of Action related to the Tort Claims, and satisfying Allowed Tort Claims by liquidating the Trust Assets transferred to it. The Trust shall have no objective of continuing or engaging in any trade or business except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust. The purpose of the Trust is to provide a mechanism for the liquidation of the Trust Assets, and to distribute the proceeds of the liquidation, net of all claims, expenses, charges, liabilities, and obligations of the Trust to the Beneficiaries holding Allowed Tort Claims in accordance with the terms of the Plan. No business activities will be conducted by the Trust other than those associated with or related to the liquidation of the Trust Assets. It is intended that the Trust be classified for federal income tax purposes as a “liquidating trust” within the meaning of Section 301.7701-4(d) of the Treasury Regulations. In furtherance of this objective, the Trustee shall, in its business judgment, make continuing best efforts to (i) dispose of or liquidate the Trust Assets and resolve Tort Claims, (ii) make timely distributions, and (iii) not unduly prolong the duration of the Trust, in accordance with this Trust Agreement.

2.3 Purposes. The purposes of the Trust include, but are not limited to the following, in accordance with the Plan:

(a) to make payments to holders of Allowed Tort Claims as are required under the terms of the Plan and this Trust Agreement;

(b) to liquidate and distribute the Trust Assets and proceeds thereof in an expeditious but orderly manner in accordance with the terms of the Plan and this Trust Agreement;

(c) to perform the functions and take the actions provided for or permitted by this Trust Agreement and the Plan, the Confirmation Order and in any other agreement executed by the Trustee for the Trust pursuant to the Plan;

(d) to, in accordance with the procedures set in, and subject to, Article VIII.E of the Plan, reconcile, object to, process, settle, resolve and liquidate all Tort Claims for purposes of determining the appropriate amount of distributions to be made hereunder to the Beneficiaries under the terms and conditions set forth in this Trust Agreement and by the Debtors under the Plan;

2.4 Acceptance. The Trustee accepts the Trust imposed by this Trust Agreement and agrees to observe and perform that Trust, on and subject to the terms and conditions set forth in the Trust Agreement and in the Plan.

2.5 Further Assurances. The Debtors, the Plan Sponsor, and Reorganized Debtors (and any successors thereto) will, upon reasonable request of the Trustee, execute, acknowledge, and deliver such further instruments and do such further acts as may be necessary or proper to transfer to the Trustee any portion of the Trust Assets intended to be conveyed hereby and in the form and manner provided for in the Plan and to vest in the Trustee the powers, instruments, or funds in trust hereunder.

2.6 Ownership by Trustee. The Trustee may record or register in its name, as Trustee, or in the name or names of any nominee or Person in accordance with Section 4.1 hereof, ownership of and title to all Trust Assets received by it as Trustee and comply with all provisions of law that may bear on the evidencing of ownership of and title to any portion of the Trust Assets as are necessary and appropriate and that the Trustee determines are in the best interests of the Trust.

2.7 Incidents of Ownership. The Beneficiaries shall be the sole beneficiaries of the Trust and the Trustee shall retain only such incidents of ownership as are necessary to undertake the actions and transactions authorized herein.

2.8 Incidents of Ownership. In connection with the Tort Claims and the related underlying Causes of Action, any attorney-client privilege, work-product privilege, joint interest privilege or other privilege or immunity (collectively, the "*Privileges*") attaching to or arising in or in connection with any documents, data or communications (whether written or oral) shall apply to and inure to the benefit of the Trustee and its representatives, and the Trustee is authorized to and shall take all necessary actions to effectuate the transfer of such Privileges. The Tort Claimants Trust's receipt of the Privileges associated with the Tort Claimants Trust shall not operate as a waiver of other Privileges held and retained by the Reorganized Debtors.

III. THE TRUSTEE

3.1 Number and Qualifications. There is one Trustee of the Trust. The Trustee is the person identified at the outset of this Trust Agreement. The Trustee shall be entitled to engage in such other activities as the Trustee deems appropriate that are not in conflict with the interests of the Trust.

3.2 Action by Trustee. The Trust shall be managed by the Trustee as set forth in this Trust Agreement.

3.3 Binding Nature of Trustee's Action. All actions taken and determinations made by the Trustee hereunder in accordance with the provisions of the Plan or this Trust Agreement shall be final and binding upon any and all Beneficiaries.

3.4 Term of Service. The Trustee shall serve as the Trustee for the duration of the Trust, subject to earlier death, resignation, or removal.

3.5 Resignation. The Trustee may resign as Trustee of the Trust by an instrument in writing delivered to the Bankruptcy Court and Beneficiaries at least 60 days before the proposed effective date of resignation. The Trustee shall continue to serve as Trustee after the delivery of the Trustee's resignation until the proposed effective date, unless the Trustee consents to an earlier effective date, which shall be the date of appointment of a successor Trustee in accordance with Section 3.7 hereof becomes effective.

3.6 Removal. The Trustee may be removed from office for (i) fraud, gross negligence, or willful misconduct in connection with the affairs of the Trust, (ii) for such physical or mental disability as substantially prevents the Trustee from performing the duties of Trustee hereunder, or (iii) for good cause, which shall include a breach of fiduciary duty other than as specified in the foregoing clause (i), and in each case, upon order and finding of the Bankruptcy Court.

3.7 Appointment of Successor Trustee.

(a) Appointment of Successor Trustee. In the event of a vacancy by reason of the death or removal of the Trustee or prospective vacancy by reason of resignation, a successor Trustee shall be nominated by Plan Sponsor (after delivery of a notice of the proposed successor to the Beneficiaries) and appointed by the Bankruptcy Court, absent a showing that such successor is not qualified to perform as successor. The Bankruptcy Court shall appoint a successor Trustee as soon as practicable, but in any event within 30 days after the occurrence of the vacancy or, in the case of resignation, at least 40 days before the proposed resignation.

(b) Vesting of Rights in Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge, and deliver to the Trust, the retiring Trustee, and file with the Bankruptcy Court, an instrument accepting such appointment subject to the terms and provisions hereof. The successor Trustee shall provide a bond or surety to the extent required by the Bankruptcy Court. The successor Trustee, without any further act, deed, or conveyance, shall become vested with all the rights, powers, trusts, and duties of the retiring Trustee, except that the successor Trustee shall not be liable for the acts or omissions of the retiring Trustee. In no event shall the retiring Trustee be liable for the acts or omissions of the successor Trustee.

3.8 Continuance of Trust. The death, resignation, or removal of the Trustee shall not operate to terminate the Trust created by this Trust Agreement or to revoke any existing agency (other than any agency of the Trustee as the Trustee) created pursuant to the terms of this Trust Agreement or invalidate any action taken by the Trustee. In the event of the resignation or removal of the Trustee, the Trustee shall promptly (i) execute and deliver by the effective date of resignation or removal such documents, instruments, and other writings as may be reasonably

requested by the successor Trustee to effect the termination of the resigning or removed Trustee's capacity under this Trust Agreement and the conveyance of the Trust Assets then held by the resigning or removed Trustee to the successor Trustee; (ii) deliver to the successor Trustee all documents, instruments, records, and other writings relating to the Trust as may be in the possession or under the control of the resigning or removed Trustee, *provided, however*, the resigning or removed Trustee shall have the right to make and retain copies of such documents, instruments, records, and other writings delivered to the successor Trustee and the cost of making such copies shall be a Trust Cost to be paid by the Trust; and (iii) otherwise assist and cooperate in effecting the assumption of the resigning or removed Trustee's obligations and functions by the successor Trustee, *provided, however*, that the fees and expenses of such assistance and cooperation shall be paid to the resigning or removed Trustee by the Trust as a Trust Cost. The resigning or removed Trustee hereby irrevocably appoints the successor Trustee as its attorney-in-fact and agent with full power of substitution for it and its name, place and stead to do any and all acts that such resigning or removed Trustee is obligated to perform under this Section 3.8. Such appointment shall not be affected by the subsequent disability or incompetence of the Trustee making such appointment.

3.9 Compensation. As compensation for services as Trustee hereunder, and any other services rendered by the Trustee in connection with the Plan or this Trust Agreement, the Trustee shall receive the following compensation: \$[____] per hour, which shall be fixed for the duration of this Trust. Compensation of any successor Trustee shall be determined prior to the time of the Trustee's appointment by the Bankruptcy Court. The compensation and expenses of the Trustee (other than those costs and expenses incurred to litigate the Tort Claims, including costs and expenses related to expert witnesses, estimation hearings, or trial, all of which shall be Trust Costs) shall be paid by the Plan Sponsor with no further notice required by the Bankruptcy Court.

3.10 Standard of Care; Indemnification; Exculpation.

(a) The Trustee, acting in the capacity as the Trustee, on behalf of the Debtors, or in any other capacity contemplated by this Trust Agreement or the Plan, shall not be personally liable to the Trust or to any other Person (including Beneficiaries) in connection with the affairs of the Trust or the Debtors unless it is ultimately determined by Final Order that the Trustee's acts or omissions constituted fraud, willful misconduct, or gross negligence. The employees, agents, and professionals retained by the Trustee shall not be personally liable to the Trust or any other Person (including Beneficiaries) in connection with the affairs of the Trust, unless it is ultimately determined by Final Order that such acts or omissions by such employee, agent, or professional constituted fraud, willful misconduct, gross negligence, or negligence. In no event shall the Trust or the Trustee, or employees, agents, and professionals of the Trust or Trustee, be liable to any Person (including Beneficiaries) if the action or inaction of the Trustee is authorized by the Bankruptcy Court, or if the Trustee takes any action or fails to take any action in good faith with a reasonable basis for taking such action or not taking such action.

(b) The Trustee (including each former Trustee) shall be indemnified by the Trust against and held harmless by the Trust from any losses, claims, damages, liabilities, or expenses (including, without limitation, attorney fees, disbursements, and related expenses) to which the Trustee may become subject in connection with any action, suit, proceeding, or

investigation brought or threatened against the Trustee in connection with any matter arising out of or related to the Plan, this Trust Agreement, or the affairs of the Trust or the Debtors, unless it is ultimately determined by Final Order that the acts or omissions of the Trustee constituted fraud, willful misconduct, or gross negligence. If the Trustee becomes involved in any action, proceeding, or investigation in connection with any matter arising out of or in connection with the Plan, this Trust Agreement, or the affairs of the Trust, the Trust shall periodically advance or otherwise reimburse on demand the reasonable legal and other expenses (including, without limitation, the cost of any investigation and preparation and attorney fees, disbursements, and related expenses) of the Trustee incurred in connection therewith as a Trust Cost, but the Trustee shall be required to repay promptly to the Trust the amount of any such advanced or reimbursed expenses paid to the Trustee to the extent that it shall be ultimately determined by Final Order that the Trustee engaged in fraud, willful misconduct, or gross negligence in connection with the affairs of the Trust or the Debtors with respect to which such expenses were paid. The Trust shall indemnify and hold harmless the officers, employees, agents, affiliates, and professionals of the Trust and the Trustee to the same extent as provided in this Section 3.10 for the Trustee (provided that the ordinary negligence standard shall apply to limit the indemnity and hold harmless protections of such parties). The provisions of this Section 3.10 shall remain available to any former Trustee or the estate of any decedent Trustee. The indemnification provided hereby shall be a Trust Cost.

3.11 Reliance by Trustee. The Trustee may rely, and shall be fully protected in acting or refraining from acting, on any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, or other instrument or document that the Trustee has no reason to believe to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of facsimiles, to have been sent by the proper party or parties, and the Trustee may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein. The Trustee may consult with counsel, and any written opinion of counsel shall be full and complete authorization and protection in respect of any action taken or not taken by the Trustee in accordance therewith, provided such opinion is not the result of or part of any act of fraud, willful misconduct, or gross negligence. The Trustee shall have the right at any time to seek instructions from the Bankruptcy Court or any other court of competent jurisdiction concerning the Trust Assets, this Trust Agreement, the Plan, or any other document executed in connection therewith, and any such instructions given shall be full and complete authorization in respect of any action taken or not taken by the Trustee in accordance therewith.

3.12 Reliance by Persons Dealing With the Trust. In the absence of actual knowledge to the contrary, any Person dealing with the Trust shall be entitled to rely on the authority of the Trustee to act in connection with the acquisition, management, sale, liquidation, or disposition of Trust Assets and shall have no obligation to inquire into the existence of such authority.

3.13 No Personal Obligation for Trust Liabilities. Persons dealing with the Trustee in matters relating to the Trust shall have recourse only against the Trust Assets to satisfy any liability incurred by the Trustee to such person in carrying out the terms of this Trust Agreement or the Plan, and the Trustee shall have no personal or individual obligation to satisfy such liability.

3.14 Discharge of Trustee.

(a) Statement of Discharge. The Trustee shall upon termination of the Trust or upon the Trustee's resignation or removal render a statement of discharge containing the following information: (i) the Trust Assets originally charged under the Trustee's control, (ii) a summarized accounting, in sufficient detail, of all purchases, sales, gains, losses, and income in connection with the Trust during the Trustee's term of service, and (iii) the ending balance of all assets and funds of the Trust as of the date of discharge.

(b) Approval of Statement of Discharge. The statement of discharge required by Section 0 hereof shall be presented to the Bankruptcy Court for approval. Upon approval by the Bankruptcy Court, the withdrawing Trustee shall be discharged from all liability to the Trust, Beneficiaries, and all Persons for acts or omissions in the Trustee's capacity as the Trustee or in any other capacity contemplated by this Trust Agreement or the Plan, other than actions or inaction constituting fraud, willful misconduct, or gross negligence. The expenses of any accounting, including, but not limited to any statement of discharge hereunder and obtaining approval from the Bankruptcy Court, shall be a Trust Cost.

IV. POWERS OF THE TRUSTEE

4.1 Title. Legal title to all Trust Assets shall be vested in the Trustee, except that the Trustee shall have the power to cause legal title (or evidence of title) to any of the Trust Assets to be held by any nominee or Person, on such terms, in such manner, and with such powers as the Trustee may determine.

4.2 Management Power. The Trustee shall have control and authority over the Trust Assets, and over the management of the Trust to the same extent as if the Trustee were the sole owner thereof in its own right.

4.3 Bankruptcy Court Approval of Trustee Actions.

(a) Except as provided in the Plan, the Confirmation Order or otherwise specified in this Trust Agreement, the Trustee need not obtain the order or approval of the Bankruptcy Court in the exercise of any power, rights, or discretion conferred hereunder, or account to the Bankruptcy Court. The Trustee shall exercise its business judgment for the benefit of the Beneficiaries in order to maximize the value of the Trust Assets and distributions, giving due regard to the cost, risk, and delay of any course of action.

(b) Notwithstanding the foregoing, the Trustee, in its sole discretion and judgment, shall have the right to submit to the Bankruptcy Court any motion or application regarding actions which the Trustee may desire to have explicit approval of the Bankruptcy Court for the taking of any specific action proposed to be taken by the Trustee with respect to the Trust Assets, this Trust Agreement, the Plan, or the Debtors, including the administration and distribution of the Trust Assets. Subject to the Plan and the Confirmation Order, the Bankruptcy Court shall retain jurisdiction for such purposes.

(c) Unless otherwise directed by the Bankruptcy Court or expressly provided in this Trust Agreement, notice of any motion by the Trustee under any provision of this Trust

Agreement need only be given to Beneficiaries, the United States Trustee, parties that have filed a notice of appearance in the Chapter 11 Cases, and any Person named in the motion. Notwithstanding the foregoing, the Trustee may file a motion with the Bankruptcy Court to limit notice further, upon good cause shown.

4.4 Other Powers of Trustee. In connection with the management and use of the Trust Assets and administration of the Trust, the Trustee's powers, except as otherwise expressly limited in this Trust Agreement or the Plan, shall include, but not be limited to, the following:

- (a) to accept, preserve, and protect the Trust Assets;
- (b) to, in accordance with the procedures set in Article VIII.E of the Plan, review, reconcile, settle, object to, or request estimation under Section 502(c) of the Bankruptcy Code of Tort Claims against the Debtors, and to succeed to the Debtors in the pursuit of any pending objections, estimation requests, or proceedings relating to such Tort Claims and their underlying Causes of Action after the Effective Date;
- (c) except to the extent that any Tort Claim is Allowed, to set off against any Tort Claims and the payments or distributions to be made pursuant to the Plan in respect of such Tort Claims, any and all debts, liabilities, Causes of Action and claims of every type and nature whatsoever which the Estates, the Debtors, or the Trustee may have against such Holder of a Tort Claim;
- (d) to make or cause to be made distributions of Trust Cash in accordance with the terms of this Trust Agreement and the Plan;
- (e) to manage, liquidate, transfer, or deal in any other manner with the Trust Assets or any part thereof or any interest therein, and dispose of the Trust Assets upon such terms and for such consideration as the Trustee deems proper in its discretion;
- (f) to investigate, prosecute, defend, resolve and settle any litigation relating to the Trust and the Tort Claims;
- (g) to engage in all acts that would constitute ordinary performance of the obligations of a trustee under a liquidating trust, and to file all returns of the Trust as a grantor trust for the Beneficiaries pursuant to Treasury Regulation Section 1.671-4(a) or (b) and any other tax returns that may be required with respect to the Trust;
- (h) to, on behalf of the Trust and Trustee, appoint, engage, employ, supervise, and compensate employees, and other Persons as may be necessary or desirable, including managers, consultants, accountants, attorneys, or other professionals;
- (i) to open and take all actions with respect to bank accounts on behalf of and in the name of the Trust;
- (j) to invest and reinvest Trust Cash, pending distribution, and to liquidate such investments;

(k) to pay any taxes owed by the Trust, or that may be paid by the Trust on behalf of the holders of Claims (both of which shall be considered a Trust Cost), and execute, deliver, and perform any agreement made with applicable taxing authority other Governmental Unit, with respect to the Debtors or the Trust;

(l) to determine the manner of ascertainment of income and principal, and the apportionment of income and principal, and the apportionment between income and principal of all receipts and disbursements, and to select an annual accounting period, for the Trust;

(m) to appear and participate in any proceeding before the Bankruptcy Court or any other court with respect to any matter regarding or relating to the Chapter 11 Cases, the Plan, or the Trust and be entitled to notice and opportunity for a hearing on all such issues;

(n) to establish such funds, reserves and accounts within the Trust estate, as deemed by the Trustee in its discretion to be useful in carrying out the purposes of the Trust;

(o) to sue, defend, and participate, as a party or otherwise, in any judicial, administrative, arbitral or other proceeding (including adversary proceedings and other contested matters) pending in the Bankruptcy Court and in all actions and proceedings pending elsewhere;

(p) to delegate any or all of the discretionary power and authority herein conferred at any time with respect to all or any portion of the Trust estate to any one or more reputable individuals, without liability for any action taken or omission made because of any such delegation, except as provided in Section 3.10 hereof;

(q) to consult with the Beneficiaries at such times and with respect to such issues relating to the conduct of the Trust as the Trustee considers desirable and in accordance with the terms of the Trust Agreement;

(r) to pay all fees, expenses, debts, and liabilities of the Trust, including Trust Costs;

(s) to execute, deliver and perform such other agreements and documents and to take or cause to be taken any and all such other actions as it may deem necessary or desirable to effectuate and carry out the purposes of this Trust Agreement;

(t) to undertake any action or perform any obligation provided for or required by the Plan;

(u) to terminate this Trust with approval of the Bankruptcy Court;

(v) to seek to close the Chapter 11 Cases pursuant to 11 U.S.C. § 350 and the Plan; and

(w) to exercise such other powers and duties as necessary or appropriate in the discretion of the Trustee to accomplish the purposes of the Trust as set forth herein and in the Plan.

4.5 Representative Status of Trustee. The Trustee will directly and indirectly be an Estate Representative and, subject to the Plan, will have the rights and powers provided for in the Bankruptcy Code, including Section 1107 thereof, in addition to all rights and powers granted in this Trust Agreement. Trustee will be the successor-in-interest to the Debtors with respect to Tort Claims and any underlying Causes of Action related thereto, and shall be deemed substituted for the Debtors as the party in such action. Subject to the Plan, all rights of the Debtors appurtenant to the Trust Assets are preserved and retained and may be enforced by the Trustee as an Estate Representative, subject only to any express waiver or release thereof in the Plan or in any other contract, instrument, release, indenture or other agreement entered into in connection with the Plan. To the extent there is disagreement with the Reorganized Debtors or any other party as to the rights and duties of the Trustee vis-à-vis the other party (or vice-versa), the Trustee shall (or the other party may) seek appropriate interpretation of the Plan by the Bankruptcy Court, after notice and a hearing.

4.6 Reserved.

4.7 Reserved.

4.8 Commingling of Trust Assets. The Trustee shall not commingle any of the Trust Assets with its own property or the property of any other Person.

4.9 Reserved.

4.11 Costs. All fees, costs, and expenses incurred by the Trustee and the Trust in the exercise of any right, power, or authority conferred by this Trust Agreement (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 a Trust Cost) shall be paid by the Plan Sponsor.

V. OBLIGATIONS OF THE TRUSTEE

5.1 Consultation with Beneficiaries. The Trustee shall have the right, but not the obligation, to consult in good faith with the Beneficiaries regarding all material issues affecting the Trust, including the resolution of Tort Claims and the disposition of Trust Assets.

5.2 Reports and Records.

(a) The Trustee shall cause to be prepared within 90 days after the end of each fiscal quarter (for such fiscal quarter), financial statements of the Trust as of the end of and for such periods, including (i) a statement of assets and liabilities, (ii) a statement of Cash receipts and disbursements, (iii) a schedule, summarizing by type of investment and asset, all acquisitions and dispositions, and (iv) a summary listing of the status of the resolution of Tort Claims for such fiscal year and disposition of Trust Assets. In addition, such financial statements may contain the following supplementary information: (A) a statement of the Beneficial Interests outstanding, (B) the amount of distributions to Beneficiaries, (C) a schedule of expenses of the Trust, including Trust Costs, and (D) a list of all Disputed Tort Claims for which this Trust is liable, with an estimate or range (if practicable, and if not with the label “unliquidated) of the amount of such Disputed Tort Claims.

(b) The Trustee shall maintain records and books of account relating to the Trust Assets, the management thereof and all transactions undertaken by the Trustee. The Trustee shall also maintain records and books of account relating to all distributions contemplated under the Plan and this Trust Agreement.

5.3 Investment Guidelines. Trust Cash held pending distribution, including Trust Cash held in reserves, shall, to the extent permitted by applicable law, be invested by the Trustee in (i) direct obligations of, or obligations guaranteed by, or obligations secured by, the United States of America (including without limitation United States Treasury Bills); (ii) obligations of any agency or corporation that is or may hereafter be created by or pursuant to an Act of the Congress of the United States as an agency or instrumentality thereof, or (iii) demand deposits or short-term certificates of deposit at any bank or financial institution approved by the United States Trustee, provided however, that the Trustee may maintain Trust Cash in an amount sufficient to cover Trust Costs that will fall due in the next ninety days plus the anticipated next distribution in any financial institution (as such term is defined by Section 101(22) of the Bankruptcy Code). However, the scope of any such permissible investments shall be limited to include only those investments, or shall be expanded to include any additional investments, as the case may be, that a liquidating trust, within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to any amendment or addition to the Internal Revenue Code or to the Treasury Regulations, or any modification in IRS guidelines whether set forth in IRS rulings, other IRS pronouncements, or otherwise. Such investments shall mature in such amounts and at such times as, in the judgment of the Trustee at the times such investments are made, are necessary, or are desirable with a view to providing funds when needed to make payments from the Trust Assets. Any investment purchased with the Trust Assets shall be deemed a part of the Trust Assets. All interest, distributions, dividends and proceeds received by the Trustee in respect of such investments shall be a part of the Trust Assets.

5.4 Access to Information by Beneficiaries. Each Beneficiary shall have access to the business records of the Trust for the purpose of obtaining information relating to the management of Trust Assets for any purpose reasonably related to the interests generally of the Beneficiaries, so long as access is reasonably exercised during normal business hours (after at least ten business days' notice to the Trustee), does not constitute an undue burden on the Trustee, and is not detrimental to the Trust or other Beneficiaries. Notwithstanding the foregoing, in the event of any dispute or controversy between a Beneficiary and the Trustee or Trust, such Beneficiary must follow the discovery provisions provided in the Bankruptcy Rules and may not exercise the rights provided by this section in lieu of legal discovery. Nothing herein contained is intended to restrict any Beneficiary from access to the business records of the Trustee, which the Trustee, in its discretion elects to provide. For the avoidance of doubt, nothing in this provision grants Beneficiaries access to the business records of the Debtors or the Plan Sponsor. Notwithstanding the foregoing, the Trustee may file a motion with the Bankruptcy Court to modify the Beneficiaries' access to the business records of the Trust upon good cause shown.

5.5 United States Trustee Fees and Reports. After the Effective Date, the Trust shall pay as a Trust Cost, all fees incurred under 28 U.S.C. § 1930(a)(6) by reason of the Trust's disbursements until the Chapter 11 Cases are closed. After the Confirmation Date, the Trust shall prepare and serve on the Office of the United States Trustee such quarterly disbursement

reports for the Trust as required by the United States Trustee for as long as the Chapter 11 Cases remain open.

5.6 No Implied Obligations. No other further covenants or obligations of the Trustee shall be implied into this Trust Agreement. The Trustee shall not be responsible in any manner whatsoever for the correctness of any recital, statement, representation, or warranty herein, or in any documents or instrument evidencing or otherwise constituting a part of the Trust Assets.

5.7 Unknown Property and Liabilities. The Trustee shall be responsible for only that property delivered to it, and shall have no duty to make, nor incur any liability for failing to make, any search for unknown property or for any liabilities.

5.8 Trust Costs. From the Trust Assets, the Trustee shall pay all Trust Costs when due (or upon approval by the Bankruptcy Court, if such approval is required) if not disputed in good faith by the Trustee or Plan Sponsor, or provide for payment of such Trust Costs in full through reserve (subject to the terms of Section 7.1 hereof), prior to making distributions to any Beneficiaries.

VI. BENEFICIAL INTERESTS

6.1 Allocation of Beneficial Interests to Holders of Tort Claims. The Trustee shall allocate to each holder of an Allowed Tort Claim a specified Beneficial Interest in the Trust equal to its treatment under the Plan. Holders of Tort Claims that are not yet Allowed are also holders of Beneficial Interests, but in an unliquidated amount.

6.2 Transfer of Beneficial Interests. The Beneficial Interests in the Trust are transferrable. However, no transfer of a Beneficial Interest shall be effective or binding upon the Trust or the Trustee for any purpose, unless and until written notification of such transfer or assignment, executed by duly authorized representatives of both the assignor and assignee of such Beneficial Interest, is sent by certified mail to the Trustee and received by the Trustee. The Trustee has the right to condition its recognition of any transfer upon such other evidence that it may reasonably request in writing to the parties.

6.3 Register Entries Regarding Beneficial Interests. The Trustee shall make appropriate notations in a Trust Register and calculate, prior to each distribution to Beneficiaries, the Beneficial Interest and Allowed Tort Claim held by each Beneficiary.

6.4 Allocation of Beneficial Interests to Holders of Disputed Claims or Interests. No liquidated Beneficial Interest shall be allocated to a Holder of a Tort Claim unless and until such Holder has an Allowed Tort Claim. In the event and upon allowance of additional Allowed Tort Claims, the liquidated Beneficial Interests held by the first and subsequent creditors holding Allowed Tort Claims will be adjusted as necessary.

6.5 Representation of Beneficial Interest. The Beneficial Interests shall be uncertificated. The Beneficial Interests shall be represented by appropriate book entries in the Trust Register.

6.6 Trust Register.

(a) Register of Beneficial Interests. The Trustee shall cause the Trust Register to be kept at the office of the Trustee or at such other place or places that shall be designated by the Trustee from time to time.

(b) Access to Register by Beneficiaries. Beneficiaries and their duly authorized representatives shall have the right, upon reasonable prior written notice to the Trustee, and in accordance with reasonable regulations prescribed by the Trustee, to inspect and at the expense of the Beneficiary make copies of the Trust Register, in each case only for a purpose reasonable and related to such Beneficiary's Beneficial Interest in the Trust.

6.6.1 Absolute Owners. The Trustee may deem and treat the Beneficiary of record as determined pursuant to Section 6.1 or if and when appropriate, Section 6.2 of this Trust Agreement as the absolute owner of such Beneficial Interests for the purpose of receiving distributions and payment thereon or on account thereof and for all other purposes whatsoever.

VII. DISTRIBUTION OF THE TRUST ESTATE

7.1 Establishment of Reserve. The Trustee shall maintain the Tort Claimants Trust Reserve Amount funded from time to time with Trust Cash in an amount determined by the Trustee to be reasonably necessary to pay (a) Allowed Tort Claims awaiting distribution, plus (b) the amount reserved pursuant to Article VIII.D of the Plan for Disputed Claims, plus (c) existing and anticipated Trust Costs. Other than the amounts in the Tort Claimants Trust Reserve Amount, all Available Cash must be distributed on each given distribution date. If the Trustee deems necessary or appropriate, it may file with the Bankruptcy Court, in advance of any distribution, an itemized schedule of the Tort Claimants Trust Reserve Amount, which shall be binding and conclusive (but solely for purposes of the next distribution) absent the filing, within ten business days, of a written objection thereto with the Bankruptcy Court. If such objection is timely filed, then the Bankruptcy Court shall may convene a hearing to determine the appropriate Tort Claimants Trust Reserve Amount for the next distribution (and the time to make the next distribution shall be tolled until the Bankruptcy Court makes such determination).

7.2 Distributions to Holders of Beneficial Interests.

7.2.1 Distributions Generally. The Trustee shall make distributions from Trust Cash, or from Trust Assets as provided in Section 9.2 hereof, on the Initial Distribution Date and then on each Subsequent Distribution Date (or such date as determined by the Trustee). The Trustee may withhold from amounts distributable to any Person any and all amounts, determined in the Trustee's discretion, to be required by any law, regulation, rule, ruling, directive, or other governmental requirement.

7.2.2 Distributions to Beneficiaries After Allowance. As soon as practicable after a Tort Claim that was a Disputed Claim becomes an Allowed Tort Claim, the Trustee will distribute to the Holder thereof all distributions to which such Holder is then entitled under this Trust Agreement and the Plan. All distributions will be made together with any dividends, payments, or other distributions made on account of, as well as any obligations arising from, the

distributed property as if such Tort Claim had been an Allowed Tort Claim on the dates distributions were previously made to Allowed Holders included in the applicable Class.

7.2.3 Remaining Trust Assets. In the event that all Tort Claims have been paid in accordance with the Plan, then such remaining Trust Assets and Trust Cash shall be transferred by the Trust to the Plan Sponsor.

7.2.4 Place and Manner of Payments or Distributions. The Trustee shall make distributions to the Beneficiaries of record as of the applicable distribution date by mailing such distribution to the Beneficiary at the address of such Beneficiary as listed in the Schedules, or any proof of claim filed by the Beneficiary, or as listed in the Trust Register, or at such other address as such Beneficiary shall have specified for payment purposes in a written notice to the Trustee at least 20 days before a distribution date. The Trustee shall distribute any Cash by check or such other method as the Trustee deems appropriate under the circumstances. Prior to receiving any distributions, all Beneficiaries, at the Trustee's request, must provide to the Trustee written notification of their respective Federal Tax Identification Numbers or Social Security Numbers. The Trustee may suspend distributions to any Beneficiary that has not provided its Federal Tax Identification Number or Social Security Number, as the case may be.

7.2.5 Unclaimed or Undeliverable Distributions. Article V.D of the Plan shall govern all unclaimed or undeliverable distributions.

7.2.6 De Minimis Distributions. No Cash payment of less than twenty-five dollars (\$25.00) shall be made to any Holder of an Allowed Tort Claim on account of such Allowed Tort Claim.

7.2.7 Distribution Date. "Initial Distribution Date" and "Subsequent Distribution Date" shall have the meaning set forth in the Plan.

7.3 Disputed Claims.

7.3.1 General. All references to Tort Claims and amounts of Tort Claims refer to the amount of the Tort Claims Allowed by agreement of the Debtors or the Trustee and the Holder of such Tort Claim, by operation of law, by Final Order, or by the Plan. The Trustee shall hold for the holders of Tort Claims that are Disputed Claims any amounts attributable to the estimated amount of such Disputed Claims as calculated in accordance with the Plan and Section 6.1 hereof, and any amounts treated as set aside on account of Tort Claims that are Disputed Claims in accordance with Section 7.2.1. Such distributable amounts shall be made in accordance with the Plan and with Section 7.2.2 hereof.

7.3.2 Taxable Income Allocable to Disputed Claims. Taxes with respect to income of the Trust attributable to the estimated amount of Tort Claims that are Disputed Claims shall be the responsibility of the Trust and paid by the Trustee with Trust Cash. In the event and to the extent the amount held in trust for the holders of Tort Claims that are Disputed Claims produce insufficient Cash to pay such taxes, the Trust shall fund such taxes and deduct an amount equal to such taxes from subsequent earnings with respect to the amount held in trust for Tort Claims that are Disputed Claims or amounts that may be subsequently distributed to holders of Tort Claims that are Disputed Claims that have become Allowed Tort Claims; holders of Tort

Claims that are Disputed Claims will in all circumstances bear the cost of Trust taxes attributable to their respective shares of Trust assets and income.

VIII. TAX MATTERS

8.1 Certain Income Tax Matters. The Trust established pursuant to this Trust Agreement is established for the purpose of satisfying claims by liquidating the Trust Assets transferred to it and the Trust shall have no objective of continuing or engaging in any trade or business except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Trust. The purpose of the Trust is to provide a mechanism for the liquidation of the Trust Assets conveyed by the Debtors to the Trust, and to distribute the proceeds of the liquidation, net of all claims, expenses, charges, liabilities, and obligations of the Trust, to the holders of Beneficial Interests in accordance with the terms of the Plan and this Trust Agreement. No business activities will be conducted by the Trust other than those associated with or related to the liquidation of the Trust Assets. It is intended that the Trust be classified for federal income tax purposes as a “liquidating trust” within the meaning of Section 301.7701-4(d) of the Treasury Regulations. All parties hereto shall treat the transfers in trust described herein as transfers to the Beneficiaries for all purposes of the Internal Revenue Code of 1986, as amended (including, without limitation, Sections 61, 483, 671, 1001, 1012, and 1274). All the parties hereto shall treat the transfers in trust as if all the transferred assets, including all the Trust Assets, had been first transferred to the Beneficiaries and then transferred by the Beneficiaries to the Trust. The Beneficiaries shall be treated for all purposes of the Internal Revenue Code of 1986, as amended, as the grantors of the Trust and the owners of the Trust. The Trustee shall file returns for the Trust as a grantor trust pursuant to Treasury Regulations Section 1.671-4(a) or (b), to the extent interests of the Trust are attributable to Allowed Tort Claims. The parties hereto, including the Trustee and the Beneficiaries shall value the property transferred to the Trust consistently and such valuations shall be used for all federal income tax purposes. Each Beneficiary with an Allowed Tort Claim shall be responsible for payment of any taxes due to the operation of their share of the Trust, and the Trust shall pay the taxes attributable to the shares of the Trust allocable to the estimated amount of Tort Claims that are Disputed Claims (which will reduce the amount available to distribute to holders of Tort Claims that are Disputed Claims that may become Allowed Tort Claims). During its existence, the Trust shall not receive or retain Cash or Cash equivalents in excess of a reasonable amount necessary to meet claims and contingent liabilities or to maintain the value of its assets during liquidation. The Trustee shall use its continuing best efforts to dispose of the Trust Assets, make timely distributions, and shall not unduly prolong the duration of the Trust. The Trustee is authorized to take any action as may be necessary or appropriate to minimize any potential tax liability of the Trust and, thereafter, the Beneficiaries, arising out of the operations of the Trust. The Trustee is directed to allocate all costs, charges, expenses and deductions, or any of them in whole or in part, to income or principal at such time and in such a manner as the Trustee shall determine will reduce or eliminate the Trust’s taxes, if any. The Trustee shall generally attempt to distribute at least annually to the holders of Beneficial Interests all net Cash income plus all net cash proceeds from the liquidation of assets of the Trust; *provided, however*, the Trustee shall be required to make such distributions only if cash exists to be distributed. In addition, the Trustee shall, not less often than annually, provide to Beneficiaries such information as is appropriate or necessary, to enable the Beneficiaries to determine their respective tax obligations, if any, arising out of the operations of the Trust. The Beneficiaries shall each report their share of the net income of the

Trust as reported to them by the Trustee and pay any tax owing thereon on a current basis. Each taxable year, all income of the Trust will be taxed either to the Beneficiaries or to the Trust. No Beneficiary shall have any claim to or with respect to any specific property held in trust and shall have no claim to or for a distribution of property in kind.

8.2 Treatment of Trust Assets for Tax Purposes. The Trustee shall have the right to request the Bankruptcy Court to determine the aggregate value of the Trust Assets which shall be reported to the Beneficiaries, or the Trustee may provide an estimate of such amount itself. The value of the Trust Assets shall be consistently reported for federal income tax purposes by the Debtors, the Trust, and the Beneficiaries.

8.3 Withholding. The Trustee may withhold from the amount distributable from the Trust at any time to any Person such sum or sums as may be sufficient to pay any tax or taxes or other charge or charges that have been or may be imposed on such Person or upon the Trust with respect to the amount distributable or to be distributed under the income tax laws of the United States or of any state or political subdivision or entity by reason of any distribution provided for in Article VIII, whenever such withholding is determined by the Trustee in its discretion to be required by any law, regulation, rule, ruling, directive or other governmental requirement, and the Trustee, in the exercise of its discretion and judgment, may enter into agreements with taxing or other authorities for the payment of such amounts as may be withheld in accordance with the provisions of this section. Notwithstanding the foregoing but without prejudice to the Trustee's rights hereunder, such Person shall have the right with respect to the United States, or any state, or any political subdivision of either, to contest the imposition of any tax or other charge by reason of any distribution hereunder.

8.4 Allocation of Income and Losses. Unless otherwise determined by the Trustee in its reasonable discretion, allocations between Beneficiaries of taxable income of the Trust for each of its tax years shall be determined by reference to the manner in which an amount of Cash equal to the amount of such taxable income would be distributed (without regard to any restrictions on distributions described in the Plan) if, immediately before such deemed distribution, the Trust had, with respect to the portion of the Trust treated as a grantor trust, distributed all its other assets (valued for this purpose at their tax book value) in respect of the Beneficial Interests, taking into account all prior and concurrent distributions from the Trust made in accordance with the Plan. Similarly, taxable loss generally will be allocated by reference to the manner in which an economic loss would be borne immediately after a liquidating distribution of the remaining assets of the Trust. The tax book value of assets for purpose of Article VIII and Article IX hereof means their fair-market value on the Effective Date or, if later, the date on which such assets were acquired by the Trust, adjusted in either case in accordance with applicable tax accounting principles. With regard to transfers of Beneficial Interests in accordance with Article VI hereof, the Trustee shall promptly establish a standard convention for allocating and apportioning taxable income and loss between a transferor and its transferee and shall not be required to so allocate and apportion based on the actual Trust activities prior and subsequent to the date of any transfer. The Trustee shall notify the Beneficiaries of the convention adopted promptly after such adoption. The Trustee shall use its sole discretion to establish a fair and equitable convention to apply and may, but is not required to, adopt a monthly, quarterly, or similar record date convention.

8.5 Tax Treatment of Trust Assets and Income/Loss Attributable to Disputed Claims. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Trustee of a private letter ruling if the Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by the Trustee), the Trustee shall (i) treat the portion of the Trust assets attributable to the estimated amount of Tort Claims that are Disputed Claims as a discrete trust for federal income tax purposes, consisting of separate and independent shares to be established in respect of the estimated amount of each such Disputed Claim, in accordance with the trust provisions of the Internal Revenue Code (Sections 641 *et seq.*), (ii) treat the taxable income or loss of the Trust attributable to such portion of the Trust assets allocated to the estimated amount of Tort Claims that are Disputed Claims as taxable income or loss with respect to which the Trust will pay the tax liability (but only with respect to the portion of the year with respect to which such claims are Disputed Claims), (iii) after a Tort Claim that is a Disputed Claim is allowed by Final Order, treat the holder of such Allowed Tort Claim as a grantor of the liquidating trust as described in Section 8.1 hereof, and as the party responsible for payment of all taxes on its share of any income of Trust after the Tort Claim is Allowed, and (iv) to the extent permitted by applicable law, shall report consistent with the foregoing for state and local income tax purposes. All holders of Allowed Tort Claims shall report, for tax purposes, consistent with the foregoing.

IX. TERMINATION

9.1 Duration. The Trust shall terminate upon the earlier of (i) the date which is two (2) years after the Effective Date (the date this Trust is created); or (ii) the disposition of the Trust Assets; or (iii) the fulfillment of Trust purposes as determined by the Trustee as evidenced by an order of the Bankruptcy Court closing the Chapter 11 Cases and discharging the Trustee. Notwithstanding the foregoing, with Bankruptcy Court approval after notice and a hearing, the Trustee may extend the term of the Trust for one or more finite terms (each such term not to exceed one year, although further successive finite terms may be requested by the Trustee in accord with this Section 9.1) based upon the particular facts and circumstances at that time, if it is in the best interest of the Beneficiaries, the remaining tasks set forth in this Trust Agreement cannot be completed despite prior and continued expeditious effort, and an extension is necessary to the liquidating purpose of the Trust.

9.2 Distribution of Trust Assets. The Trust may not be terminated at any time by the Beneficiaries. If permitted under the applicable law and not contrary to the classification of the Trust as a liquidating trust and a pass-through entity under applicable income tax law, and if in the best interests of the Beneficiaries and with approval of the Bankruptcy Court, the Trustee may distribute interests in the Trust Assets, or contribute the Trust Assets to another Person and then distribute interests in such Person to the Beneficiaries. Trust Assets to be distributed in kind shall be valued by the Trustee in its reasonable discretion at their tax book value. After all liabilities of the Trust have been satisfied or duly provided for, such remaining Trust Assets shall be distributed to Beneficiaries as a final distribution, and if all Beneficiaries have received the amounts to which they are entitled under the Plan, then all such remaining Trust Assets must be distributed to the Plan Sponsor.

X. MISCELLANEOUS

10.1 Notices. Any notice required to be given by this Trust Agreement to the Beneficiaries, the Reorganized Debtors, OHI Asset RO, LLC, Plan Sponsor, the Trustee, or any other Person shall be in writing and shall be sent by first class mail, facsimile, overnight mail or in the case of mailing to a non-United States address, air mail, postage prepaid, addressed to:

If to the Trustee:

[_____]

If to Omega:

Omega Healthcare Investors, Inc.
Attn: Daniel J. Booth (dbooth@omegahealthcare.com)
303 International Circle
Suite 200
Hunt Valley, MD 21030

with a copy to:

Bryan Cave LLP
Attn: Rick Miller (rick.miller@bryancave.com)
Mark Duedall (mark.duedall@bryancave.com)
One Atlantic Center
Fourteenth Floor
1201 W. Peachtree Street, NW
Atlanta, GA 30309-3488

If to the Reorganized Debtors or Plan Sponsor:

SC-GA 2018 Partners, LLC
Attn: Steven Lebowitz
4 West Red Oak Lane, Suite 201
White Plains, NY 10604

with a copy to:

Neligan LLP
Attn: Patrick J. Neligan, Jr. (pneligan@neliganlaw.com)
James P. Muenker (jmuenker@neliganlaw.com)
325 N. St. Paul Street, Suite 3600
Dallas, Texas 75201

if to any Beneficiary, at such Beneficiary's address as listed in the Schedules, proof of claim filed by the Beneficiary, the Trust Register, or as identified in a written request for notice delivered to the Trustee.

Notice mailed shall be effective on the date mailed or sent. Any Person may change the address at which it is to receive notices under this Trust Agreement or elect to receive notice by email by

furnishing written notice pursuant to the provisions of this Section 10.1 to the entity to be charged with knowledge of such change.

10.2 Transferee Liabilities. The Trust shall have no liability for, and the Trust Assets shall not be subject to, any claim arising by, through, or under the Debtors except as expressly set forth in the Plan or this Trust Agreement. In no event shall the Trustee have any personal liability for such claims. If any liability shall be asserted against the Trust or the Trustee as the transferees of the Trust Assets on account of any claimed liability of, through, or under the Debtors, the Trustee may use such part of the Trust Assets as may be necessary to contest any such claimed liability and to pay, compromise, settle, or discharge same on terms reasonably satisfactory to the Trustee as a Trust Cost.

10.3 Amendment. This Trust Agreement may be amended by the proposal of the Trustee if approved by the Bankruptcy Court after notice and a hearing. As long as any amendment of this Trust Agreement does not conflict with the terms of the Plan, this Trust Agreement may be amended without amending or modifying the Plan. This Trust Agreement may be amended by the Trustee without the approval of any Beneficiaries or the Bankruptcy Court to correct typographical errors or if such amendment is not material (and if Plan Sponsor so agrees), and in either case if such amendment does not materially and adversely affect the interests of any Beneficiary, but such amendment shall not be effective until 20 days after the Beneficiaries shall have been given notice of such amendment.

10.4 Counterparts. This Trust Agreement may be executed in one or more Counterparts, all of which shall be taken together to constitute one and the same instrument.

10.5 Governing Law; Severability. This Trust Agreement shall be governed by construed under and interpreted in accordance with the laws of the State of Texas. If it shall be determined by a court of competent jurisdiction that any provision of this Trust Agreement shall be invalid or unenforceable under such applicable law, such invalidity or unenforceability, shall not invalidate the entire Trust Agreement. In that case, this Trust Agreement shall be construed so as to limit any term or provision so as to make it enforceable or valid within the requirements of applicable law, and, if such term or provision cannot be so limited, this Trust Agreement shall be construed to omit such invalid or unenforceable provisions provided that such construction, to the maximum extent possible, shall give effect to the purposes of the Plan.

10.6 Headings. Sections, subheadings, and other headings used in this Trust Agreement are for convenience only and shall not affect the construction of this Trust Agreement.

10.7 Relationship to Plan. The principal purpose of this Trust Agreement is to aid in the implementation of the Plan and therefore the entirety of this Trust Agreement is incorporated into the Plan. To that end, the Trustee shall have full power and authority to take any action consistent with the purpose and provisions of the Plan and shall be bound by the terms of the Plan.

10.8 Consent to Jurisdiction. Each of the parties hereto (and each Beneficiary by its acceptance of the benefits of the Trust created hereunder) consents and submits to the exclusive

jurisdiction of the Bankruptcy Court for any action or proceeding instituted for the enforcement or construction of any right, remedy, obligation, or liability arising under or by reason of this Trust Agreement or the Plan.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement or caused this Trust Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

[SIGNATURES]

Exhibit E

(Transition Services Agreement)

TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (the “Agreement”) is made effective as of July __, 2018 (the “Effective Date”), by and between HEALTH CARE NAVIGATOR LLC, a Delaware limited liability company (“HCN”), and the Distribution Trust (the “Trust”). HCN and the Trust are each individually referred to in this Agreement as a “Party” and, collectively as, the “Parties”.

RECITALS

A. On March 6, 2018 (the “Petition Date”), the 4 West Holdings, Inc. and its affiliates (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§101-1532. (the “Bankruptcy Code”) commencing their bankruptcy cases (the “Chapter 11 Cases”). The Chapter 11 Cases are being jointly administered under Case No. 18-30777(HDH) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Bankruptcy Court”). The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

B. Prior to and after the commencement of the Chapter 11 Cases, the Debtors were involved in the ownership and operations of a portfolio of skilled nursing facilities located in the States of North Carolina, South Carolina, Georgia, Indiana, Mississippi, Tennessee, and Virginia (each individually, a “Facility” and, collectively, the “Facilities”).

C. Since the Petition Date, the operations of all Facilities¹ and most Debtor employees have been or will be transferred to new owners and operators and certain of the Debtors’ assets will have vested in the Trust pursuant to the Plan and Confirmation Order (each as defined below) and the Trust requires transition services from HCN as described in Section 1.1 below.

D. HCN retains individuals who are experienced, knowledgeable and skilled in delivering advisory, consulting and functional services in areas such as accounting, information technology and legal services.

E. Since the Petition Date, HCN personnel have assisted the Debtors in the conduct of their businesses and in the administration of the Chapter 11 Cases.

F. On July [•], 2018, the Bankruptcy Court entered the *Order Confirming the Debtors’ Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. •] (the “Confirmation Order”) confirming the *Debtors’ Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 615] (as subsequently amended or modified, the “Plan”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Plan.

¹ With respect to the Facility located in Indiana, Debtor Trinity Mission Health & Rehab of Connersville, LLC is a manager and a third party, Adams County Hospital is the operator.

G. Pursuant to Article V.V. of the Plan, the Trust desires to formally engage HCN to provide the Services (as such term is defined below) to assist the Trust in complying with all of its obligations under the Plan, Confirmation Order and the Distribution Trust Agreement (as defined in the Plan).

H. The Trust believes that HCN's provision of the Services will be substantially more cost-effective than any other alternatives available and is otherwise in the best interests of the Debtors' creditors in the Chapter 11 Cases. HCN is willing to provide such Services to the Trust, as applicable, on and in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual obligations and undertakings herein contained, the Parties agree as follows:

ARTICLE I SERVICES TO BE PROVIDED

1.1 Services. Exhibit A attached to and made a part of this Agreement describes the services to be provided by HCN to the Trust pursuant to this Agreement (the "Services"). The Services shall include those items listed in Exhibit A, as well as any other services incidental or reasonably related thereto, as agreed to by HCN and the Trust, that are necessary for the Trust to perform their obligations under the Plan.

1.2. Provision of Services. HCN will provide the Services in substantially the same manner in which the Services were provided by HCN to the Debtors during the Chapter 11 Cases. HCN will provide the Services either through its own resources, the resources of its subsidiaries or affiliates, or by contracting with independent contractors as determined by HCN in its sole discretion; provided, however, that nothing contained herein shall be deemed to require HCN to retain any third party at HCN's expense that HCN did not retain during the Chapter 11 Cases to provide the Services set forth in Section II of Exhibit A. In the event the Trust requests that HCN retain a third party to provide any service, the Trust shall reimburse HCN for all such third party expenses. With respect to Services in connection with claims resolution and asset recovery, the Parties agree to use commercially reasonable efforts in the prosecution and pursuit thereof, after considering the time and expense associated with a particular task and weighing it against the reasonably expected benefits to be obtained thereby. In providing the Services, HCN will make its representatives reasonably available to meet with representatives of the Trust on a reasonable basis, subject to the schedules of the respective participants.

1.3. Independent Contractor. HCN is at all times acting and performing under this Agreement as an independent contractor, and that no act, commission or omission by the the Trust or HCN will be construed to make or constitute the other its or their partner, principal, agent, joint venturer or associate; provided, however, that HCN may be authorized to act as the Trust's agent, from time to time, as circumstances warrant.

1.4. Records. HCN shall keep in accordance with its record retention policies full and detailed records dealing with the Services performed by it hereunder and shall provide access to such records to the Trust at all reasonable times.

ARTICLE II FEES

2.1. General. The Trust shall pay HCN a fee in the aggregate amount of \$1,500,000 in accordance with the schedule set forth on Exhibit B attached hereto and made a part hereof (the "Fee"). The Fee constitutes full compensation to HCN for all charges, costs and expenses incurred by HCN on behalf of the Trust in providing the Services for the Term of this Agreement, unless otherwise specifically agreed to by the Parties.

ARTICLE III AUTHORITY; INFORMATION; COOPERATION; CONSENTS

3.1. Authority. Each Party represents and warrants to the other Party that:

- (a) it has the requisite authority to enter into and perform this Agreement;
- (b) its execution, delivery, and performance of this Agreement have been duly authorized by all requisite action on its behalf; and
- (c) this Agreement is enforceable against it.

3.2. Information Regarding Services. Each Party shall make available to the other Party any information required or reasonably requested by that other Party regarding the performance of any Service and shall be responsible for timely providing that information and for the accuracy and completeness of that information. HCN shall not be liable for any impairment of any Service caused by its not receiving information, either timely or at all, or by its receiving inaccurate or incomplete information from the Trust that is required or reasonably requested regarding that Service.

3.3. Cooperation. The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of Services. Such good faith cooperation will include providing electronic access to systems used in connection with Services and using commercially reasonable efforts to obtain all consents, licenses, sublicenses or approvals necessary to permit each Party to perform its obligations. The Parties will cooperate with each other in making such information available as needed in the event of any and all internal or external audits. If this Agreement is terminated in whole or in part, the Parties will cooperate with each other in all reasonable respects in order to effect an efficient transition and to minimize the disruption to the business of both Parties, including the assignment or transfer of the rights and obligations under any contracts.

3.4. Further Assurances. Each Party shall take such actions, upon request of the other Party and in addition to the actions specified in this Agreement, as may be necessary or reasonably appropriate to implement or give effect to this Agreement.

ARTICLE IV CONFIDENTIAL INFORMATION

4.1. Definition. For the purposes of this Agreement, “Confidential Information” means non-public information about the disclosing Party’s or any of its affiliates’ business or activities that is proprietary and confidential, which shall include, without limitation, all business, financial, technical and other information, including software (source and object code) and programming code, of a Party or its affiliates marked or designated “confidential” or “proprietary” or by its nature or the circumstances surrounding its disclosure should reasonably be regarded as confidential. Confidential Information includes not only written or other tangible information, but also information transferred orally, visually, electronically or by any other means. Confidential Information will not include information that (a) is in or enters the public domain without breach of this Agreement, or (b) the receiving Party lawfully receives from a third party without restriction on disclosure and to the receiving Party’s knowledge without breach of a nondisclosure obligation.

4.2. Nondisclosure. Neither HCN nor the Trust shall disclose to any third-party or use any Confidential Information disclosed to it by the other except as expressly permitted in this Agreement. Each Party will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other Party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar type and importance.

4.3. Permitted Disclosure. Notwithstanding the foregoing, each Party may disclose Confidential Information (a) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required or desirable to comply with applicable law or regulation, including without limitation disclosure obligations imposed under the federal securities laws, or (b) on a “need-to-know” basis under an obligation of confidentiality to its consultants, legal counsel, affiliates, accountants, banks and other financing sources and their advisors.

4.4. Ownership of Confidential Information. All Confidential Information supplied or developed by either Party shall be and remain the sole and exclusive property of the Party who supplied or developed it.

4.5 Survival of Confidentiality Provisions. The terms of this Article IV shall survive termination of this Agreement.

ARTICLE V TERM AND TERMINATION

5.1. Term. This Agreement shall commence on the Effective Date, and shall remain in effect for a period of six (6) months (the “Term”), unless terminated earlier pursuant to Section 5.2 of this Agreement. Following the expiration of the Term, the Trust shall have the option, in its sole discretion, to extend the provision of transition services for an additional 60 days, in 30 day

increments, subject to the terms and conditions set forth in this Agreement and subject to compensation as may be agreed to by the Parties.

5.2. Termination of Agreement. Any Party may terminate this Agreement immediately without liability upon written notice to the other Parties if the other Party breaches any material term of this Agreement and fails to cure such breach within ten (10) days of receipt of written notice of such breach from the non-breaching Party.

5.3. Termination Assistance Services. Upon the expiration or earlier termination of this Agreement, HCN will cooperate in good faith with the Trust to provide the Trust (or its designee) with reasonable assistance to make an orderly transition from HCN to another supplier of the Services. Following termination of this Agreement, HCN shall continue to provide the Trust reasonable access to the Debtors' books and records, and shall make such information available for copying at the Trust's sole cost and expense. The terms of this Section 5.3 shall survive termination of this Agreement.

ARTICLE VI INSURANCE

6.1 Maintain Comparable Insurance. At all times during the term of this Agreement, HCN shall, subject to insurance market conditions and other factors beyond its control, maintain policies of insurance, including for the benefit of HCN or any of its subsidiaries, directors, officers, employees or other covered Parties, which are comparable to those historically maintained by the Debtors.

ARTICLE VII LIMITATION OF LIABILITY; INDEMNIFICATION

7.1. Limitation of Liability. HCN, its directors, officers, managers, members, employees and agents (each, a "HCN Party") shall not be liable to the Debtors or the Trust or such Party's directors, officers, managers, members, employees or agents (each, a "Debtor Party") and each Debtor Party shall not be liable to any HCN Party, in each case, for any special, indirect, incidental or consequential damages, of a Debtor Party or an HCN Party arising in connection with this Agreement and the Services provided hereunder.

7.2. Indemnification. Each Party (the "Indemnifying Party") shall protect, defend, indemnify and hold the other Party and its shareholders, members, directors, officers, managers, employees and agents (collectively, the "Indemnified Party") harmless from and against all liability, claims, actions, litigation, judgments, losses, penalties, injuries, damages, suits, costs and/or expenses (including, but not limited to, attorneys' fees and costs and expenses of defense), incurred by the Indemnified Party arising out of, resulting from or in any way connected with the Indemnifying Party's breach of any of the terms of this Agreement or non-performance of any of its obligations hereunder.

7.3. Survival of Indemnification Obligations. The terms of this Article VII shall survive termination of this Agreement.

ARTICLE VIII REGULATORY MATTERS

8.1 Compliance with Laws.

(a) HCN and the Trust have entered into this Agreement with the intent of conducting their relationship and implementing the arrangements described in this Agreement in full compliance with applicable federal, state and local law.

(b) The Parties shall comply with all privacy and data protection laws, rules and regulations, as applicable now or in the future. HCN confirms that it meets the definition of a “business associate” set forth in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act (hereinafter, the Health Insurance Portability and Accountability Act and its implementing regulations (including, without limitation, the privacy and security regulations adopted at 45 C.F.R. Parts 160 and 164) as they may be amended from time to time are collectively referred to as “HIPAA”), and that this Agreement is subject to the requirements for business associate contracts with health care providers which involve the use of individually identifiable health information (“Protected Health Information”), including the terms of the Business Associate Addendum entered into by the Parties, as the same may be modified or amended, from time to time. HCN acknowledges that Protected Health Information may be provided to HCN in order for HCN to carry out its obligations under this Agreement. HCN may use and disclose the Protected Health Information only for the purposes of performing its obligations under this Agreement. HCN may not utilize or disclose such Protected Health Information for any other purpose.

8.3 Record Retention. Upon written request, the Parties shall make available for a period of four (4) years after the furnishing of services under this Agreement to the Secretary of the U.S. Department of Health and Human Services, or any of its duly authorized representatives, this Agreement and any of the Parties’ books, documents, and records that are necessary to certify the nature and extent of costs incurred pursuant to this Agreement and which are required to be made available under the Omnibus Reconciliation Act of 1980, Public Law 96-499, Section 952, or any regulation promulgated thereunder. Further, if HCN carries out any of its duties under this Agreement through a subcontract or assignment with a value or cost of \$10,000.00 or more over a twelve (12) month period, such contract shall contain a clause to the effect that the contracting organization shall furnish its books, documents, and records upon request as described to verify the nature and extent of costs.

ARTICLE IX GENERAL PROVISIONS

9.1. Assignment. Neither Party may assign this Agreement or any rights or obligations hereunder without first obtaining the written consent of the other Party and the Trust. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the permitted successors and assigns of the Parties.

9.2. Prior Agreements. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter of this Agreement. Except as specifically provided herein, this Agreement may be changed only by a written amendment signed by both Parties.

9.3. Governing Law. This Agreement is made in and shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws rules. Any dispute arising hereunder shall be adjudicated by the Bankruptcy Court. In the event of any lawsuit or other proceeding to enforce the provisions of this Agreement, the prevailing Party shall be entitled to an award of its costs and reasonable attorney’s fees incurred at all levels of proceedings.

9.4. Severability. In the event that any provision contained in this Agreement is held to be unenforceable by a court of competent jurisdiction, the validity, legality, or enforceability of the remainder of this Agreement shall in no way be affected or impaired thereby.

9.5. Force Majeure. Any delay or failure by either Party in the performance of this Agreement will be excused to the extent that the delay or failure is due solely to causes or contingencies beyond the reasonable control of such Party.

9.6. Counterparts; Headings. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The Article and Section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

9.7 Notices. All notices given, or that may be required, shall be in writing, and shall be sent to the parties thereto, by registered or certified mail, return receipt requested, or by courier service to the addresses set forth below, and shall be deemed to have been given when received by the Party to whom addressed:

If to HCN, to: Health Care Navigator LLC
4 West Red Oak Lane, Suite 201
White Plains, NY 10604
Attention: Raymond P. Mulry, General Counsel
E-mail: rmulry@hcnavigator.net

If to the Trust, to: _____

Attention: _____

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

HEALTH CARE NAVIGATOR LLC

By: _____
Name:
Title:

DISTRIBUTION TRUST

By: _____
Name:
Title:

EXHIBIT A

SERVICES

HCN will provide the following services to the Trust to allow the Trust to comply with the provisions of the Plan, as more specifically described below:

- Legal Services; including regulatory filings and support, corporate maintenance, and transactional support.
- Information Technology, including support of payroll, employee benefits and accounts receivables systems; and maintaining and providing access to the Debtors' electronic files as necessary to support Plan activities.
- Regulatory Reimbursement, including completion and filing of Medicare and Medicaid reimbursement cost reports and related documents.
- Cash Management, including billing, accounts payable, treasury services and collection and reconciliation of accounts receivable.
- Tax Services, including preparation and filing of all tax returns; and informational support, including, inter alia, W-2's, 1099s, etc.
- Payroll services and employee benefit administration, including closing out of all employee benefit programs, including, 401(k), health coverage and related services.
- Additional services as agreed to by Parties that are necessary to allow the Trust to comply with the terms of the Plan.

EXHIBIT B

FEES

The Trust will pay to HCN:

- (1) \$600,000 on the Effective Date;
- (2) \$400,000 on the one (1) month anniversary of the Effective Date;
- (3) \$300,000 on the two (2) month anniversary of the Effective Date; and
- (4) \$200,000 on the three (3) month anniversary of the Effective Date.

Exhibit F

(List of Assumed Executory Contracts and Leases)¹

Medicare and Medicaid Provider Agreements associated with the Restructuring Portfolio, including current Medicare and Medicare provider numbers of each Facility and Palladium Hospice and Palliative Care, LLC.

¹ Inclusion of a contract on this Exhibit F is not a statement or admission that such contract constitutes an “executory contract” as that term is used in section 365 of the Bankruptcy Code.