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

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

**NOTICE OF FILING OF ADDITIONAL MODIFICATIONS TO DEBTORS’
MODIFIED THIRD AMENDED JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that on March 6, 2018, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas.

PLEASE TAKE FURTHER NOTICE that on October 9, 2018, pursuant to 11 U.S.C § 1127(a), the Debtors filed the *Debtors’ Modified Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Docket No. 1053] (the “Modified Third Amended Plan”).²

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

² By notice filed on October 9, 2018, the Debtors withdrew a prior version of the Modified Third Amended Plan, and it is intended that the Modified Third Amended Plan, as further modified by the additional modifications attached hereto, shall supersede and replace such prior filing in all respects.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit B** are certain additional modifications to the Modified Third Amended Plan, marked against the version filed on October 9, 2018.

PLEASE TAKE FURTHER NOTICE THAT ALL PLEADINGS FILED IN THESE CHAPTER 11 CASES ARE AVAILABLE FOR FREE AT: <http://www.omnimgt.com/4west>.

Dated: October 23, 2018
Dallas, Texas

Respectfully submitted,

DLA PIPER LLP (US)

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Counsel for the Debtors

Exhibit A**(Sorted Alphabetically)**

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

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

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

EXHIBIT B

(Blacklined Pages of Additional Modifications to Modified Third Amended Plan)

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

<p>In re:</p> <p>4 West Holdings, Inc. <i>et al.</i>,¹</p> <p style="padding-left: 100px;">Debtors.</p>	§ § § § § § § § § §	<p>Chapter 11</p> <p>Case No. 18-30777 (HDH)</p> <p>(Jointly Administered)</p>
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**DEBTORS' MODIFIED THIRD AMENDED JOINT PLAN OF REORGANIZATION
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

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Counsel for the Debtors

Dated: October 9²³, 2018

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

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“*Mezzanine Loan Claim*” means any amounts due and owing (and not otherwise paid) under that certain \$11,150,000 Subordinated Promissory Note issued by 4 West Holdings, Inc. to New Ark Mezz Holdings, LLC, dated as of April 1, 2014.

“*New Board*” means the initial board of managers or directors or other governing or managing Person or Entity of either of the Reorganized Debtors or such other entity contemplated by the Description of Structure, which shall be acceptable to Plan Sponsor in its sole discretion. The identity of the New Board shall be Filed with the Plan Supplement.

“*New Equity Interests*” means, subject to the Restructuring Transactions, the ownership interests in Reorganized Parent and/or another applicable Person or Entity as set forth in the Description of Structure authorized to be issued pursuant to this Plan and the New Governance Documents.

“*New Governance Documents*” means the new and/or amended or restated organizational documents for each of the Reorganized Debtors and/or any applicable Entity as contemplated by the Description of Structure, which, with respect to each of the foregoing, relate to, among other things, (a) significant corporate actions, and (b) voting rights, in each case subject to regulatory constraints. The New Governance Documents will be in form and substance acceptable to the Plan Sponsor in all respects.

“*New Operators*” means one or more parties designated by Omega to operate one or more of the Facilities comprising the Transfer Portfolio pursuant to the Operations Transfer Agreements.

“*Non-Debtor Releasing Parties*” means, collectively, the following, in each case in their capacity as such: (i) the Plan Sponsor; (ii) Omega; and (iii) the Holders of Unimpaired Claims and those Holders of General Unsecured Claims and Tort Claims that (a) vote to accept the Plan or (b) either (i) abstain from voting or (ii) vote to reject the Plan and, in the case of either (b)(i) or (b)(ii), do not opt out of the voluntary release contained in Article X.B.2 of the Plan by checking the opt out box on the Ballot, and returning it in accordance with the instructions set forth thereon, indicating that they opt not to grant the releases provided in the Plan.

“*Notice*” has the meaning set forth in Article XII.J of this Plan.

“*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.

“*Omega Accepting Ballots*” has the meaning set forth in Article IV.C hereof.

“*Omega Claim*” means all Claims of Omega for amounts owing by any Debtor under the Master Leases or the Omega Working Capital Loan Agreement, ~~as settled by the Omega Compromise.~~ Except to the extent the Bankruptcy Court determines otherwise prior to or at the Confirmation Hearing, ~~and as set forth herein and in the Omega Compromise,~~ the Omega Claim is an Allowed Claim in the amount of \$~~423,427,791.63~~579,355,878.94 and is bifurcated under section 506(a) of the Bankruptcy Code into an Allowed Secured Claim (the “*Omega Secured Claim*”) in an amount equal to the total value distributed to Omega under Section III.B.1 of the Plan and an Allowed Unsecured Claim (the “*Omega Unsecured Claim*”) equal to the amount by which the Omega Claim exceeds the amount of the Omega Secured Claim.

~~“Omega Compromise” shall mean the rights and obligations of the Debtors, the Reorganized Debtors, Omega and the Plan Sponsor set forth in Article V.E. hereof.~~

“Omega Election” means the *Election of Certain Omega Entities as to Laurel Baye Master Lease, Cure Amount, and Objection to Assumption or Assignment*, filed on October 4, 2018 [Docket No. 1045], pursuant to which Omega elected to exclude the facilities comprising the Laurel Baye Master Lease from the Restructuring Portfolio.

“Omega Fees and Expenses” means all unpaid fees, costs, expenses and other amounts owed and reasonable and documented out-of-pocket costs and expenses incurred in connection with these Chapter 11 Cases (regardless of whether such fees, costs, and expenses were incurred before or after the Petition Date) of Omega or its Affiliates.

“Omega Secured Claim” has the meaning set forth in the definition of “Omega Claim.”

“Omega Unsecured Claim” has the meaning set forth in the definition of “Omega Claim.”

“Omega Working Capital Loan Agreement” means the Working Capital Loan Agreement dated as of May 2, 2017, between OHI Asset RO, LLC, as lender, and Ambassador Rehabilitation & Healthcare Center, LLC, Anchor Rehabilitation & Healthcare Center Of Aiken, LLC, Capstone Rehabilitation & Healthcare Center, LLC, Charlottesville Pointe Rehabilitation & Healthcare Center, LLC, Cobblestone Rehabilitation & Healthcare Center, LLC, Columbia Rehabilitation & Healthcare Center, LLC, Cornerstone Rehabilitation & Healthcare Center, LLC, Crystal Rehabilitation & Healthcare Center, LLC, Delta Rehabilitation & Healthcare Center Of Cleveland, LLC, Farmville Rehabilitation & Healthcare Center, LLC, Fleetwood Rehabilitation & Healthcare Center, LLC, Great Oaks Rehabilitation & Healthcare Center, LLC, Greenville Rehabilitation & Healthcare Center, LLC, Greer Rehabilitation & Healthcare Center, LLC, Grenada Rehabilitation & Healthcare Center, LLC, Heritage Park Rehabilitation & Healthcare Center, LLC, Hillsville Rehabilitation & Healthcare Center, LLC, Holly Lane Rehabilitation & Healthcare Center, LLC, Holly Springs Rehabilitation & Healthcare Center, LLC, Indianola Rehabilitation & Healthcare Center, LLC, Iva Rehabilitation & Healthcare Center, LLC, Johns Island Rehabilitation & Healthcare Center, LLC, Linely Park Rehabilitation & Healthcare Center, LLC, Macon Rehabilitation & Healthcare Center, LLC, Manna Rehabilitation & Healthcare Center, LLC, McCormick Rehabilitation & Healthcare Center, LLC, Midland Rehabilitation & Healthcare Center, LLC, Mountain View Rehabilitation & Healthcare Center, LLC, Natchez Rehabilitation & Healthcare Center, LLC, Patewood Rehabilitation & Healthcare Center, LLC, Picayune Rehabilitation & Healthcare Center, LLC, Poinsett Rehabilitation & Healthcare Center, LLC, Poplar Oaks Rehabilitation & Healthcare Center, LLC, Rainbow Rehabilitation & Healthcare Center, LLC, River Falls Rehabilitation & Healthcare Center, LLC, Riverside Rehabilitation & Healthcare Center, LLC, Rocky Mount Rehabilitation & Healthcare Center, LLC, Scepter Rehabilitation & Healthcare Center, LLC, Scepter Senior Living Center, LLC, Simpsonville Rehabilitation & Healthcare Center, LLC, Southern Oaks Rehabilitation & Healthcare Center, LLC, The Bluffs Rehabilitation & Healthcare Center, LLC, The Ridge Rehabilitation & Healthcare Center, LLC, Trinity Mission Health & Rehab Of Connersville, LLC, Utah Valley Rehabilitation And Healthcare Center, LLC, Victory Rehabilitation & Healthcare Center, LLC, Wide Horizons Residential Care Facility, LLC, Woodlands Rehabilitation & Healthcare Center, LLC, Yazoo City Rehabilitation & Healthcare Center, LLC, Brushy Creek Rehabilitation And Healthcare Center, LLC, and Palladium Hospice and Palliative Care, LLC, as borrowers.

“Operations Transfer Agreements” mean those agreements (including all supplements, amendments, modifications, addendums, exhibits, annexes and schedules thereto) entered into, or otherwise negotiated among the Debtors, Omega, and the New Operators (and, to the extent required,

Subject to the Restructuring Transactions permitted by Article V.B of this Plan, after the Effective Date, the Reorganized Debtors shall continue to exist as separate legal entities in accordance with the applicable law in the respective jurisdictions in which they are incorporated, organized or formed and pursuant to their respective certificates of formation and limited liability company agreements, or other applicable organizational documents, in effect immediately prior to the Effective Date, except to the extent such certificates of formation and limited liability company agreements, or other applicable organizational documents, are amended, restated or otherwise modified under this Plan, or as otherwise contemplated in the Description of Structure.

D. Vesting of Assets Free and Clear of Liens and Claims

Except as otherwise expressly provided in this Plan, the Confirmation Order, or any Restructuring Document, pursuant to sections 1123(a)(5), 1123(b)(3), 1141(b) and (c) and other applicable provisions of the Bankruptcy Code, on and after the Effective Date, all property (real and personal) and assets of the Estates of the Debtors, including all claims, rights, and Causes of Action of the Debtors, and any other assets or property acquired by the Debtors or the Reorganized Debtors during the Chapter 11 Cases or under or in connection with this Plan (which shall include, without limitation, the real and personal property comprising the Restructuring Portfolio transferred by Omega to the Debtors on the Effective Date pursuant to the terms of Article V.E hereof), other than (i) the assets relating to the Transfer Portfolio transferred to, or otherwise deemed to be the property of, Omega or its designees; (ii) the Distribution Trust Assets; and (iii) the Tort Claims Cash Amount, shall automatically, without the notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, rule or any requirement of further action, vote or other approval or authorization of the security holders, equity owners, members, managers, officers or directors of the Debtors, the Reorganized Debtors or the other applicable Entity or by any other person (except for those expressly required pursuant hereto or by the Restructuring Documents), vest in the Reorganized Debtors free and clear of all Claims, Liens, charges, and other encumbrances, subject to the Restructuring Transactions and Liens, if any, which survive the occurrence of the Effective Date as described in this Plan. On and after the Effective Date, the Reorganized Debtors may operate their respective businesses and use, acquire, and dispose of their respective property, without notice to, supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules, other than restrictions expressly imposed by this Plan or the Confirmation Order.

On the Effective Date, except as otherwise provided in the Plan and Confirmation Order, the Distribution Trust Assets shall automatically vest in the Distribution Trust free and clear of all Claims, Liens, charges, and other encumbrances. On the Effective Date, except as otherwise provided in the Plan and Confirmation Order, the Tort Claims Cash Amount shall automatically vest in the Tort Claimants Trust free and clear of all Claims, Liens, charges, and other encumbrances.

For the avoidance of doubt, and notwithstanding anything to the contrary contained in this Plan, the Debtors shall not transfer or be deemed to have transferred to (or otherwise vest in) the Reorganized Debtors any claims or Causes of Action (i) released pursuant to Article X.B.1 hereof or (ii) exculpated pursuant to Article X.E hereof to the extent of any such exculpation.

E. ~~Omega Compromise~~ Intentionally Deleted

~~In exchange for the Plan transactions contemplated hereunder, including the releases, exculpations, injunctions and other consideration set forth in Article X, hereof, and as more fully set forth in the 9019 Settlement Order and the Confirmation Order, and in accordance with the terms thereof, the Debtors and Omega agree, on or prior to the Effective Date, to, among other things: (i) subject to approval by the Bankruptcy Court at or prior to the Confirmation Hearing, the allowance of~~

~~the Omega Secured Claims; (ii) subject to approval by the Bankruptcy Court at or prior to the Confirmation Hearing, the allowance of the Omega Unsecured Claim; (iii) the approval of the transfer of the Transfer Portfolio to Omega or its designees pursuant to the terms of the 9019 Settlement Order, the Plan, the Operations Transfer Agreements and related documentation; (iv) recharacterization of the Restructuring Portfolio and transfer of all real and personal property comprising the Restructuring Portfolio from Omega to the Debtors on the Effective Date; (v) carve-out of the Distribution Trust Assets for the benefit of (A) Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Other Priority Claims, Allowed Secured Tax Claims and Allowed Other Secured Claims (in an amount to satisfy each of the foregoing Classes' or other Claims categories' treatment under this Plan), and (B) Allowed General Unsecured Claims (in the amount of the General Unsecured Claims Cash Amount), and (vi) waive Omega's right to receive any distribution on account of the Omega Unsecured Claim from the General Unsecured Claims Cash Amount.~~

~~On or prior to the Effective Date, and pursuant to the terms of the 9019 Settlement Order and in exchange for good and valuable consideration including, without limitation, the Omega Compromise and the treatment afforded Omega under this Plan, the operating assets of the Transfer Portfolio, which shall not include the Accounts Receivable associated with the Transfer Portfolio, comprising Facilities located in Mississippi, Tennessee, North Carolina, Indiana, Georgia and Virginia, shall be transferred to the New Operators pursuant to Operations Transfer Agreements and related documentation. Upon the transitioning of each Facility in the Transfer Portfolio, the applicable Master Leases shall be deemed severed as to such Facility, including the Debtors' option to purchase such Facility. In the event that some or all Facilities in the Transfer Portfolio are not transitioned by the Effective Date of the Plan, the Distribution Trust shall be authorized and directed in the Confirmation Order to enter into or otherwise assume all obligations of the Debtors under the Operations Transfer Agreements relating to such Facilities and to consummate all such transfers in accordance therewith. In addition, after the Effective Date, if reasonably requested by the New Operators, the Reorganized Debtors shall provide such records, data, access to personnel for information, questions, or other similar kind of assistance that the New Operators may reasonably request in order to address any transition matters for the Transfer Portfolio. Notwithstanding anything to the contrary in the 9019 Settlement Order, the Operations Transfer Agreements or the Plan, to the extent that some or all of the operating assets of the Transfer Portfolio have not transferred to New Operators as of the Effective Date for any reason whatsoever, including without limitation, that the 9019 Settlement Order is not a Final Order, the transactions contemplated in the 9019 Settlement Order shall be deemed to be part and parcel of the Omega Compromise and approved pursuant to the Plan and the Confirmation Order.~~

~~On or prior to the Effective Date, and pursuant to the terms of the Recharacterization Judgment, 9019 Settlement Order and the Confirmation Order, and in exchange for good and valuable consideration including, without limitation, the Omega Compromise and the treatment afforded Omega under this Plan, the real and personal property comprising the Restructuring Portfolio shall be transferred by Omega to the Debtors and shall vest free and clear in the Reorganized Debtors under Article V.D hereof.~~

~~The Omega Compromise is made as a settlement, without admitting any wrongdoing of any kind, of any potential claims, known or unknown, that could be asserted against Omega and any of its Related Persons:~~

F. Plan Sponsor Note and Exit Facility Documents

On the Effective Date, the Debtors and the Reorganized Debtors, as applicable, shall be authorized to execute and deliver, and to consummate the transactions contemplated by, the Plan Sponsor Note (in form and substance reasonably acceptable to the Plan Sponsor and Omega) and the

Effective Date, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person or Entity.

O. Corporate Action

Each of the Debtors, the Reorganized Debtors and/or any other applicable Entity as set forth in the Description of Structure may take any and all actions to execute, deliver, File or record such contracts, instruments, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate and implement the provisions of this Plan, ~~including, without limitation, the approval and implementation of the Omega Compromise,~~ the issuance and the distribution of the securities to be issued pursuant hereto, in each case in form and substance acceptable to the Plan Sponsor, and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the security holders, equity owners, members, managers, officers or directors of the Debtors, the Reorganized Debtors or other applicable Entity or by any other Person (except for those expressly required pursuant hereto or by the Restructuring Documents).

Prior to, on or after the Effective Date (as appropriate), all matters provided for pursuant to this Plan that would otherwise require approval of the unitholders, equity owners, directors, officers, managers or members of the Debtors (as of prior to the Effective Date) shall be deemed to have been so approved and shall be in effect prior to, on or after the Effective Date (as appropriate) pursuant to applicable law and without any requirement of further action by the unitholders, equity owners, directors, officers, managers or members of the Debtors, the Reorganized Debtors or other applicable Entity, or the need for any approvals, authorizations, actions or consents of any Person.

As of the Effective Date, all matters provided for in this Plan involving the legal or corporate structure of the Debtors, the Reorganized Debtors or other applicable Entity (including, without limitation, the adoption of the New Governance Documents and similar constituent and organizational documents, and the selection of directors, managers, managing members and/or officers for, each of the Reorganized Debtors), and any legal or corporate action required by the Debtors, the Reorganized Debtors or other applicable Person or Entity in connection with this Plan, shall be deemed to have occurred and shall be in full force and effect in all respects, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by the unitholders, equity owners, directors, officers, managers or members of the Debtors, the Reorganized Debtors or other applicable Entity or by any other Person.

On and after the Effective Date, the appropriate officers of the Debtors, the Reorganized Debtors and any other applicable Entity are authorized to issue, execute, and deliver, and consummate the transactions contemplated by, the contracts, agreements, documents, guarantees, pledges, consents, securities, certificates, resolutions and instruments contemplated by or described in this Plan in the name of and on behalf of the Debtors, the Reorganized Debtors or other applicable Entity, in each case in form and substance acceptable to the Reorganized Debtors and without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person. The secretary and any assistant secretary of the Debtors, the Reorganized Debtors and such other applicable Entity shall be authorized to certify or attest to any of the foregoing actions.

P. Cancellation of Notes, Equity Interests, Certificates, and Instruments

Notwithstanding any other provision of this Plan to the contrary, the Debtors and the Distribution Trust shall only be obligated to satisfy Allowed General Unsecured Claims from the General Unsecured Claims Cash Amount, and no other asset or property of the Debtors, the Reorganized Debtors, the Distribution Trust or their respective property or Estates shall be required to be used or otherwise monetized to pay or otherwise fund such Allowed Claims. ~~Pursuant to the Omega Compromise and subject to approval thereof in the Confirmation Order,~~ Omega shall receive no distribution on account of the Omega Unsecured Claim from the General Unsecured Claims Cash Amount.

U. Tort Claims Cash Amount

Notwithstanding any other provision of this Plan to the contrary, the Debtors and the Tort Claimants Trust shall only be obligated to satisfy Allowed Tort Claims from the Tort Claims Cash Amount, and no other asset or property of the Debtors, the Reorganized Debtors, the Distribution Trust, the Tort Claimants Trust or their respective property or Estates shall be required to be used or otherwise monetized to pay or otherwise fund such Allowed Claims.

V. Plan Sponsor Affiliate Agreements and Waiver of Affiliate Claims

On the Effective Date, the Plan Sponsor (or following the Plan Sponsor Election, the Purchaser pursuant to the terms of the Asset Purchase Agreement), through one or more of its Affiliates, shall enter into the Transition Services Agreement with the Distribution Trust for a period of 180 days (or such lesser time as determined by the Distribution Trust). The compensation charged by the Plan Sponsor or its Affiliates under the Transition Services Agreement shall be \$1,500,000 in the aggregate for such 180-day period. Thereafter, the Distribution 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 the Transition Services Agreement or as otherwise agreed to by the parties.

The Plan Sponsor (or following the Plan Sponsor Election, the Purchaser pursuant to the terms of the Asset Purchase Agreement), shall (i) fund, in Cash, on the Effective Date, the Tort Claims Cash Amount (which, if there is a closing under the Asset Purchase Agreement, shall be funded out of the Purchase Price (as defined in the Asset Purchase Agreement)); and (ii) provide services, through one or more of the Plan Sponsor's or the Purchaser's Affiliates, necessary to administer the Tort Claims Trust (other than those costs required to litigate the Tort Claims, including costs and expenses related to expert witnesses, estimation hearings, or trial, which shall be paid from the corpus of the Tort Claimants Trust) at no cost to the Debtors' estates, the Distribution Trust or the Tort Claimants Trust.

The Plan Sponsor (or following the Plan Sponsor Election, the Purchaser pursuant to the terms of the Asset Purchase Agreement), shall either (i) assume the executory contracts of the Plan Sponsor Affiliates (including, without limitation, Health Care Navigator LLC, Halcyon Rehabilitation, LLC and HMS Purchasing, LLC) and pay the applicable cure amounts associated therewith; or (ii) cause such Plan Sponsor Affiliates to waive their respective rights to receive any distribution on account of such claims from the General Unsecured Claims Cash Amount.

1. The Confirmation Order shall have become a Final Order and such order shall not have been amended, modified, vacated, stayed, or reversed;
2. The Confirmation Date shall have occurred;
3. The Bankruptcy Court shall have entered one or more Final Orders (which may include the Confirmation Order), in form and substance acceptable to the Debtors, Omega and the Plan Sponsor, authorizing the assumption, or, if applicable, assumption and assignment of the Executory Contracts and Unexpired Leases by the Debtors as contemplated in this Plan and the Plan Supplement that are necessary for the Reorganized Debtors to operate the business of the Debtors (other than those Executory Contracts and Unexpired Leases otherwise assumed and assigned pursuant to the 9019 Settlement Order and the Transfer Portfolio);
4. This Plan and the Restructuring Documents shall not have been amended or modified other than in a manner reasonably acceptable to the Debtors, Omega and the Plan Sponsor;
5. The Restructuring Documents shall have been filed, tendered for delivery, and been effectuated or executed by all Persons party thereto (as appropriate), and in each case in full force and effect. All conditions precedent to the effectiveness of such Restructuring Documents shall have been satisfied or waived pursuant to the terms of such applicable Restructuring Documents (or shall be satisfied concurrently with the occurrence of the Effective Date);
6. All consents, actions, documents, certificates and agreements necessary to implement this Plan and the transactions contemplated by this Plan (including, without limitation, all governmental, regulatory, environmental and third party approvals, authorizations, certifications, rulings, no-action letters, opinions, waivers and/or consents) shall have been, as applicable, obtained and not otherwise subject to unfulfilled conditions, effected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws, and in each case in full force and effect. ~~For the avoidance of doubt, this Article IX.B.6 does not include the transactions contemplated by the Omega Compromise;~~
7. All governmental approvals and consents, including Bankruptcy Court approval, that are applicable and legally required for the consummation of this Plan shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, shall have expired;
8. The New Board shall have been selected;
9. The conditions to the effectiveness of the Plan Sponsor Note shall have been satisfied or waived and the Plan Sponsor Note shall have been executed and delivered to Omega or will be executed and delivered to Omega simultaneously with the effectiveness of this Plan;
10. The Plan Sponsor Consideration shall have been paid or shall be paid contemporaneously with the occurrence of the Effective Date, and the General Unsecured Claims Cash Amount shall have been reserved from such amount;
11. The Exit Facility Documents (a) shall be in form and substance reasonably acceptable to (i) the Debtors, (ii) the Plan Sponsor and (iii) Omega and (b) either (i) shall be in full force and effect or (ii) shall become in full force and effect simultaneously with the effectiveness of the Plan; and

hereunder, are settled, compromised, terminated and released pursuant hereto; provided, however, that nothing contained herein shall preclude any Person or Entity from exercising their rights pursuant to and consistent with the terms of this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan.

Notwithstanding anything contained to the contrary herein, nothing in this Article X shall be deemed to release, discharge or enjoin the enforcement of any obligations of any Person or Entity under the Plan Sponsor Note or any other agreement entered into on or after the Effective Date.

B. Release of Claims and Causes of Action

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

documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court.

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

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (i) in exchange for the good and valuable consideration provided by the Released Parties, ~~including the Omega Compromise~~; (ii) a good faith settlement and compromise of the Claims released by the Debtor Release; (iii) in the best interest of the Debtors and their Estates; (iv) fair, equitable and reasonable; and (v) given and made after due notice and opportunity for hearing.

2. Release by Third Parties. Except as otherwise expressly provided in this Plan, effective as of the Effective Date, to the fullest extent permitted by applicable law, for good and valuable consideration provided by each of the Released Parties, the adequacy and sufficiency of which is hereby confirmed, and without limiting or otherwise modifying the scope of the Debtor Release provided by the Debtor Releasing Parties above, each Non-Debtor Releasing Party (together with the Debtor Releasing Parties, the "Releasing Parties") will be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever provided a full discharge, waiver and release to each of the Released Parties (and each such Released Party so released shall be deemed forever released, waived and discharged by the Non-Debtor Releasing Parties) and their respective assets and properties (the "Third Party Release") from any and all Claims, Causes of Action and any other debts, obligations, rights, suits, damages, actions, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, whether directly or derivatively held, existing as of the Effective Date or thereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws, or otherwise, based in whole or in part upon any act or omission, transaction, or other occurrence or circumstances existing or taking place prior to or on the Effective Date arising from or related in any way in whole or in part to any of (i) the Debtors, the Chapter 11 Cases, the Disclosure Statement, this Plan and the Restructuring Documents, (ii) the subject matter of, or the transactions or events giving rise to, any Claim or Equity Interest that is treated in this Plan, (iii) the business or contractual arrangements between any Debtor and any Released Parties, including, but not limited to, the Master Leases, (iv) the negotiation, formulation or preparation of this Plan, the Disclosure Statement, the Restructuring Documents, or related agreements, instruments or other documents, ~~including the Omega Compromise~~, (v) the restructuring of Claims or Equity Interests prior to or during the Chapter 11 Cases, (vi) the purchase, sale or rescission of the purchase or sale of any Claim or Equity Interest of the Debtors or the Reorganized Debtors, and/or (vii) the Confirmation or Consummation of this Plan or the solicitation of votes on this Plan that such Non-Debtor Releasing Party would have been legally

entitled to assert (whether individually or collectively) against any of the Released Parties; provided, however, that the foregoing provisions of this Third Party Release shall not operate to waive, release or otherwise impair: (i) any Causes of Action arising from willful misconduct, actual fraud, or gross negligence of such applicable Released Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (ii) any of the indebtedness and obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; (iii) the rights of such Non-Debtor Releasing Party to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (iv) any objections with respect to any Professional's final fee application or accrued Professional Fee Claims in these Chapter 11 Cases.

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

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

C. Waiver of Statutory Limitations on Releases

Each of the Releasing Parties in each of the releases contained above expressly acknowledges that although ordinarily a general release may not extend to Claims which the Releasing Party does not know or suspect to exist in its favor, which if known by it may have materially affected its settlement with the party released, they have carefully considered and taken into account in determining to enter into the above releases the possible existence of such unknown losses or claims. Without limiting the generality of the foregoing, each Releasing Party expressly waives any and all rights conferred upon it by any statute or rule of law which provides that a release does not extend to claims which the claimant does not know or suspect to exist in its favor at the time of providing the release, which if known by it may have materially affected its settlement with the released party. The releases contained in this Plan are effective regardless of whether those released matters are presently known, unknown, suspected or unsuspected, foreseen or unforeseen.

D. Discharge of Claims and Equity Interests

To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided by this Plan or the Confirmation Order, effective as of the Effective Date, all consideration distributed under this Plan shall be in exchange for, and in complete satisfaction, settlement, discharge, and release of, all Claims, Equity Interests and

Causes of Action of any kind or nature whatsoever against the Debtors or any of their respective assets or properties, including any interest accrued on such Claims or Equity Interests from and after the Petition Date, and regardless of whether any property shall have been abandoned by order of the Bankruptcy Court, distributed or retained pursuant to this Plan on account of such Claims, Equity Interests or Causes of Action.

Except as otherwise expressly provided by this Plan or the Confirmation Order, upon the Effective Date, the Debtors and their Estates shall be deemed discharged and released under and to the fullest extent provided under sections 524 and 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code from any and all Claims of any kind or nature whatsoever, including, but not limited to, demands and liabilities that arose before the Confirmation Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code. Such discharge shall void any judgment obtained against the Debtors or the Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim.

Except as otherwise expressly provided by this Plan or the Confirmation Order, upon the Effective Date: (i) the rights afforded herein and the treatment of all Claims and Equity Interests shall be in exchange for and in complete satisfaction, settlement, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their respective assets, property, or Estates; (ii) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and each of the Debtor's liability with respect thereto shall be extinguished completely without further notice or action; and (iii) all Entities shall be precluded from asserting against the Debtors, the Estates, the Reorganized Debtors, each of their respective successors and assigns, and each of their respective assets and properties, any such Claims or Equity Interests, whether based upon any documents, instruments or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date or otherwise.

E. Exculpation

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

AND ENTITIES ARE, TO THE FULLEST EXTENT PROVIDED UNDER SECTION 524 AND OTHER APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, PERMANENTLY ENJOINED FROM (I) COMMENCING OR CONTINUING, IN ANY MANNER OR IN ANY PLACE, ANY SUIT, ACTION OR OTHER PROCEEDING; (II) ENFORCING, ATTACHING, COLLECTING, OR RECOVERING IN ANY MANNER ANY JUDGMENT, AWARD, DECREE, OR ORDER; (III) CREATING, PERFECTING, OR ENFORCING ANY LIEN OR ENCUMBRANCE; (IV) ASSERTING A SETOFF OR RIGHT OF SUBROGATION OF ANY KIND; OR (V) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND, IN EACH CASE ON ACCOUNT OF OR WITH RESPECT TO ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST, OR REMEDY RELEASED OR TO BE RELEASED, SETTLED OR TO BE SETTLED OR DISCHARGED OR TO BE DISCHARGED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER AGAINST ANY PERSON OR ENTITY SO RELEASED OR DISCHARGED (OR THE PROPERTY OR ESTATE OF ANY PERSON OR ENTITY SO RELEASED, DISCHARGED). ALL INJUNCTIONS OR STAYS PROVIDED FOR IN THE CHAPTER 11 CASES UNDER SECTION 105 OR SECTION 362 OF THE BANKRUPTCY CODE, OR OTHERWISE, AND IN EXISTENCE ON THE CONFIRMATION DATE, SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL THE EFFECTIVE DATE.

H. Binding Nature of the Plan

ON THE EFFECTIVE DATE, AND EFFECTIVE AS OF THE EFFECTIVE DATE, THIS PLAN SHALL BIND, AND SHALL BE DEEMED BINDING UPON, THE DEBTORS, THE REORGANIZED DEBTORS, ANY AND ALL HOLDERS OF CLAIMS AGAINST AND EQUITY INTERESTS IN THE DEBTORS, ALL PERSONS AND ENTITIES THAT ARE PARTIES TO OR ARE SUBJECT TO THE SETTLEMENTS, COMPROMISES ~~(INCLUDING THE—OMEGA—COMPROMISE)~~, RELEASES, DISCHARGES, AND INJUNCTIONS DESCRIBED IN THIS PLAN, EACH PERSON ACQUIRING PROPERTY UNDER THIS PLAN, ANY AND ALL NON-DEBTOR PARTIES TO EXECUTORY CONTRACTS AND UNEXPIRED LEASES WITH THE DEBTORS AND THE RESPECTIVE SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING WHETHER OR NOT SUCH PERSON OR ENTITY (I) WILL RECEIVE OR RETAIN ANY PROPERTY, OR INTEREST IN PROPERTY, UNDER THIS PLAN, (II) HAS FILED A PROOF OF CLAIM OR INTEREST IN THE CHAPTER 11 CASES OR (III) FAILED TO VOTE TO ACCEPT OR REJECT THIS PLAN, AFFIRMATIVELY VOTED TO REJECT THIS PLAN OR IS CONCLUSIVELY PRESUMED TO REJECT THIS PLAN.

I. Protection Against Discriminatory Treatment

To the extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Persons and Entities, including Governmental Units, shall not discriminate against the Reorganized Debtors or deny, revoke, suspend or refuse to renew a license, permit, charter, franchise or other similar grant to, condition such a grant to, discriminate with respect to such a grant, against the Reorganized Debtors, or another Person or Entity with whom the Reorganized Debtors have been associated, solely because any Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge) or has not paid a debt that is dischargeable in the Chapter 11 Cases.

Dated: October ~~9~~23, 2018

DEBTORS:

4 West Holdings, Inc.
4 West Investors, LLC
Aiken RE, LLC
Ambassador Rehabilitation and Healthcare Center, LLC
Anchor Rehabilitation and Healthcare Center of Aiken, LLC
Anderson RE TX, LLC
Anderson RE, LLC
Ark II Real Estate, LLC
Ark III Real Estate, LLC
Ark Mississippi Holding Company, LLC
Ark Real Estate, LLC
Ark South Carolina Holding Company, LLC
Ark Texas Holding Company, LLC
Battle Ground RE, LLC
Brushy Creek Rehabilitation and Healthcare Center, LLC
Bryan RE, LLC
Burleson RE, LLC
Capstone Rehabilitation and Healthcare Center, LLC
Charlottesville Pointe Rehabilitation and Healthcare Center, LLC
Charlottesville RE, LLC
Cleveland RE, LLC
Clinton RE, LLC
Cobblestone Rehabilitation and Healthcare Center, LLC
Collierville RE, LLC
Columbia RE, LLC
Columbia Rehabilitation and Healthcare Center, LLC
Comfort RE, LLC
Connersville RE, LLC
Corinth RE, LLC
Cornerstone Rehabilitation and Healthcare Center, LLC
Crystal Rehabilitation and Healthcare Center, LLC
Delta Rehabilitation and Healthcare Center of Cleveland, LLC
Descending Dove, LLC
Diboll RE, LLC
Easley RE II, LLC
Easley RE, LLC

Edgefield RE, LLC
Farmville RE, LLC
Farmville Rehabilitation and Healthcare Center, LLC
Fleetwood Rehabilitation and Healthcare Center, LLC
Fortress Health & Rehab of Rock Prairie, LLC
Granbury RE, LLC
Great Oaks RE, LLC
Great Oaks Rehabilitation and Healthcare Center, LLC
Greenville RE II, LLC
Greenville RE, LLC
Greenville Rehabilitation and Healthcare Center, LLC
Greenwood RE, LLC
Greer RE, LLC
Greer Rehabilitation and Healthcare Center, LLC
Grenada RE, LLC
Grenada Rehabilitation and Healthcare Center, LLC
Heritage Park Rehabilitation and Healthcare Center, LLC
Hillsville RE, LLC
Hillsville Rehabilitation and Healthcare Center, LLC
Holly Lane Rehabilitation and Healthcare Center, LLC
Holly RE, LLC
Holly Springs RE, LLC
Holly Springs Rehabilitation and Healthcare Center, LLC
Indianola RE, LLC
Indianola Rehabilitation and Healthcare Center, LLC
Italy RE, LLC
Iva RE, LLC
Iva Rehabilitation and Healthcare Center, LLC
Johns Island Rehabilitation and Healthcare Center, LLC
Joy of Bryan, LLC
Lampstand Health & Rehab of Bryan, LLC
Linely Park Rehabilitation and Healthcare Center, LLC