IT IS ORDERED as set forth below:

Date: June 28, 2024

Paul Baisier

Paul Baisier
U.S. Bankruptcy Court Judge

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

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, *et al.*[1]	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)
	)	**Related to Docket No. 15 and 49**

FINAL ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES, (III) MODIFYING THE AUTOMATIC STAY, AND (IV) GRANTING RELATED RELIEF

[1] The last four digits of LaVie Care Centers, LLC's federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at https://www.kccllc.net/LaVie. The location of LaVie Care Centers, LLC's corporate headquarters and the Debtors' service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

Upon the motion (the "DIP Motion")[2] of LaVie Care Centers, LLC ("LaVie") and its affiliated debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of a final order (this "Final Order"), under sections 105, 361, 362, 363, 364, 503, 506, and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 7007-1, 9013-1, 9013-4, and 9014-2 of the Local Bankruptcy Rules (the "Local Rules") for the United States Bankruptcy Court for the Northern District of Georgia, and the Procedures for Complex Chapter 11 Bankruptcy Cases (the "Complex Case Procedures") seeking, *inter alia*:

(i) authorizing the Debtors to obtain postpetition financing on a secured junior basis, consisting of a new money term loan facility (the "DIP Facility," and the loans issued thereunder, the "DIP Loans") in an aggregate principal amount of up to $20,000,000 pursuant to the terms and conditions set forth in this Final Order and that certain Debtor-In-Possession Credit and Guaranty Agreement attached hereto as **Exhibit 1** (as may be amended, restated, supplemented, waived, or otherwise modified from time to time in accordance with the terms hereof and thereof, the "DIP Credit Agreement"), executed by LaVie, as borrower (the "DIP Borrower"), those certain Debtors identified as guarantors in the DIP Credit Agreement (the "DIP Guarantors" and, together with the DIP Borrower, the "DIP Loan Parties"), OHI DIP Lender, LLC, as lender under the DIP Facility (in such capacity, the "OHI DIP Lender") and as administrative agent (in such capacity, the "DIP Administrative Agent"), TIX 33433 LLC as lender under the DIP Facility (in such capacity, the "TIX DIP Lender" and together with OHI DIP Lender,

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[2] Capitalized terms used herein and not herein defined have the meaning ascribed to such terms in the DIP Motion or the DIP Credit Agreement (as defined herein).

the "DIP Lenders") and as collateral agent (in such capacity, the "DIP Collateral Agent" and, together with the DIP Administrative Agent, the "DIP Agents" and, each of the DIP Agents together with the DIP Lenders, the "DIP Secured Parties");

(ii) authorizing the Debtors to enter into the DIP Credit Agreement and that certain promissory note evidencing the obligations due and owing under the DIP Credit Agreement (the "DIP Note") and any other agreements, instruments, pledge agreements, guarantees, indemnities, security agreements, intellectual property security agreements, control agreements, escrow agreements, instruments, notes, and documents executed in accordance and connection therewith (each as amended, restated, supplemented, waived, or otherwise modified from time to time in accordance with the terms hereof and thereof, and collectively with the DIP Term Sheet, the DIP Credit Agreement, and the DIP Note, the "DIP Loan Documents");

(iii) authorizing the DIP Borrowers to incur, and for the DIP Guarantors to guarantee on an unconditional joint and several basis, obligations for principal, interest, fees, costs, expenses, obligations (whether contingent or otherwise), and all other amounts, as and when due and payable under and in accordance with this Final Order, the DIP Credit Agreement, and the DIP Loan Documents (collectively, the "DIP Facility Obligations");

(iv) authorizing the DIP Loan Parties to perform such other and further acts as may be necessary or desirable in connection with this Final Order, the DIP Credit Agreement, the DIP Loan Documents, and the transactions contemplated hereby and thereby;

(v) granting the DIP Collateral Agent for the benefit of the DIP Secured Parties, jointly and severally, and authorizing the DIP Loan Parties to incur, the DIP Liens (as defined below), in all DIP Collateral (as defined below) having the priority described in this Final Order;

(vi) granting DIP Administrative Agent for the benefit of the DIP Secured Parties, jointly and severally, and authorizing the DIP Loan Parties to incur, allowed superpriority administrative expense claims against each of the DIP Loan Parties in respect of all DIP Facility Obligations, in each case, in accordance with the terms of this Final Order;

(vii) authorizing the DIP Loan Parties' use of Prepetition Collateral (as defined below), including Cash Collateral (as defined below), as well as the proceeds of the DIP Facility, subject to the terms and conditions set forth in this Final Order and the DIP Loan Documents;

(viii) providing adequate protection to the Prepetition Secured Parties (as defined below) on account of any Diminution in Value (as defined below) of the Prepetition Secured Parties' interest in the Prepetition Collateral;

(ix) modifying the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate, including the right to exercise remedies following an Event of Default (as defined below) and expiration of any applicable notice period, the terms and provisions of this Final Order and the DIP Loan Documents, waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of this Final Order, and providing for the immediate effectiveness of this Final Order;

(x) authorizing the Debtors to waive as to the DIP Lenders and Prepetition Secured Parties (a) any rights to surcharge the DIP Collateral or any Prepetition Collateral (as defined herein) pursuant to section 506(c) of the Bankruptcy Code, and (b) any "equities of the case" exception under section 552(b) of the Bankruptcy Code; and

(xi) waiving the equitable doctrine of "marshaling" and other similar doctrines with respect to (a) the DIP Collateral, for the benefit of any party other than the DIP Secured

Parties, and (b) the Prepetition Collateral, for the benefit of any party other than the Prepetition Secured Parties (as defined herein), subject to the Carve Out (as defined below).

This Court having considered the DIP Motion, the DIP Credit Agreement, the proposed Final Order, the *Declaration of Michael Krakovsky in Support of Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "DIP Declaration") and the *Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"), the pleadings filed with this Court, the evidence submitted and arguments proffered or adduced at the hearing held before this Court on June 27, 2024 (the "Final Hearing"), and upon the record of these Chapter 11 Cases; and adequate notice of the Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001 and 9014; and it appearing that no other or further notice need be provided; and any objections, responses and reservations of rights with respect to the entry of the Final Order or the relief requested in the DIP Motion having been withdrawn, resolved, or overruled by this Court; and it appearing to this Court that granting the final relief requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and their creditors, represents a sound exercise of the Debtors' business judgment, and is necessary for the continued operation of the Debtors' businesses; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. **Petition Date**. On June 2, 2024 (the "Petition Date") and subsequently on June 3, 2024, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (this "Court") commencing these Chapter 11 Cases. On June 3, 2024, this Court entered an order approving the joint administration of the Chapter 11 Cases for procedural purposes only.

B. **Debtors-in-Possession**. The Debtors continue in possession of and to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in any of these Chapter 11 Cases.

C. **Committee Formation**. On June 13, 2024, the United States Trustee for Region 21 (the "U.S. Trustee") appointed an official committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code [Docket No. 112] (the "Official Committee").

D. **Jurisdiction and Venue**. This Court has jurisdiction over the Debtors, property of the Debtors' estates, the Chapter 11 Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for these Chapter 11 Cases and the proceedings on the DIP Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

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[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

E. **Debtors' Stipulations**. Subject to the limitations thereon contained in paragraph 23 hereof, the Debtors, on behalf of their estates, admit, stipulate, acknowledge, and agree having considered and reviewed the facts and circumstances and record, that the following statements are true and correct:

(i) ***Prepetition ABL Credit Agreement***.

(a) LV CHC Holdings I, LLC, and certain of its affiliates designated therein as borrowers (such borrowers, collectively, the "Prepetition ABL Borrowers" or the "Prepetition ABL Obligors"), MidCap Funding IV Trust and the other financial institutions party thereto from time to time as lenders (the "Prepetition ABL Lenders"), MidCap Funding IV Trust, as agent for the Prepetition ABL Lenders (in such capacity, the "Prepetition ABL Agent," and together with the Prepetition ABL Lenders, the "Prepetition ABL Secured Parties"), entered into that certain Second Amended and Restated Credit and Security Agreement, dated as of March 25, 2022 (as otherwise amended, supplemented, or otherwise modified from time to time, the "Prepetition ABL Credit Agreement," and together with any other documents executed and delivered in connection therewith, the "Prepetition ABL Documents").

(b) As of the Petition Date, the Prepetition ABL Obligors were justly and lawfully indebted and liable to the Prepetition ABL Secured Parties, without defense, counterclaim or offset of any kind, in the aggregate principal amount of not less than $34,381,211.58[4], *plus* accrued and unpaid interest (including default interest) thereon and

[4] After the Interim DIP Order was entered, Prepetition ABL Obligors advised the Prepetition ABL Agent that, on May 30, 2024 and May 31, 2024, proceeds of Post Transfer Date Accounts (as defined in the Prepetition ABL Credit Agreement) swept to the Prepetition ABL Agent and erroneously paid down the principal balance of the Revolving Loan Outstandings (as defined in the Prepetition ABL Credit Agreement) in an amount equal to $1,338,535.42 (the "Subject Proceeds"). Prepetition ABL Obligors asked Prepetition ABL Agent to reverse the application of the Subject Proceeds to the principal balance of the Revolving Loan Outstandings (as defined in the Prepetition ABL Credit Agreement) and send an amount equal to the Subject Proceeds by wire transfer to the Prepetition ABL Obligors (the "Subject Request"). The Prepetition ABL Agent honored the Subject Request, and as a result, the aggregate

reimbursement obligations, fees, costs, and expenses (including, without limitation, any attorneys', accountants', appraisers' financial advisors' fees, and related costs and expenses, in each case, solely to the extent that they are chargeable or reimbursable under the Prepetition ABL Documents), charges, disbursements, indemnification obligations, and any other amounts, contingent or otherwise, whenever arising or accruing, that may be due, owing, or chargeable in respect thereof, and all other Obligations (as defined in the Prepetition ABL Agreement) incurred or accrued in connection therewith (whether arising before, on, or after the Petition Date), owing, in each case under or in connection with the Prepetition ABL Documents without defense, counterclaim, or offset of any kind (collectively, the "Prepetition ABL Obligations").

(c) The Prepetition ABL Obligations are secured by valid, binding, perfected, and enforceable first priority security interests in and liens on all "Collateral" (as defined in the Prepetition ABL Documents) (such collateral, the "ABL Senior Collateral" and such security interests in and liens on the ABL Senior Collateral, the "Prepetition ABL Liens").

(ii) ***Prepetition Omega Term Loan Credit Agreement***.

(a) LaVie Care Centers, LLC, and certain of its affiliates designated therein, as borrowers (such borrowers, collectively, the "Prepetition Omega Term Loan Borrowers"), certain other parties designated as guarantors thereto (such guarantors collectively, the "Prepetition Omega Term Loan Guarantors" and, together with the Prepetition Omega Term Loan Borrowers, the "Prepetition Omega Term Loan Obligors"), OHI Mezz Lender, LLC and the other financial institutions party thereto from time to time as lenders (the "Prepetition Omega Term Loan Lenders"), and OHI Mezz Lender, LLC, as administrative agent for the Prepetition Term

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principal balance of the Revolving Loan Outstandings (as defined in the Prepetition ABL Credit Agreement) is increased to not less than $34,381,211.58 from the amount of not less than $33,042,676.16 set forth in the Interim DIP Order.

Loan Lenders (in such capacity, the "Prepetition Omega Term Loan Agent," and together with the Prepetition Term Loan Lenders, the "Prepetition Omega Term Loan Secured Parties") entered into that certain Credit and Security Agreement, dated as of March 25, 2022 (as otherwise amended, supplemented, or otherwise modified from time to time, the "Prepetition Omega Term Loan Credit Agreement," and together with any other documents executed and delivered in connection therewith, the "Prepetition Omega Term Loan Documents").

(b) As of the Petition Date, the Prepetition Omega Term Loan Obligors were justly and lawfully indebted and liable to the Prepetition Omega Term Loan Secured Parties, without defense, counterclaim or offset of any kind in the aggregate principal amount of at least $26,952,146.54, *plus* accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, solely to the extent that they are chargeable or reimbursable under the Prepetition Omega Term Loan Documents), charges, indemnities and all other Obligations (as defined in the Prepetition Omega Term Loan Credit Agreement) incurred or accrued in connection therewith (whether arising before, on, or after the Petition Date), owing in each case under or in connection with the Prepetition Omega Term Loan Documents without defense, counterclaim, or offset of any kind (collectively, the "Prepetition Omega Term Loan Obligations"), which Prepetition Omega Term Loan Obligations have been guaranteed on a joint and several basis by the Prepetition Omega Term Loan Guarantors.

(c) The Prepetition Omega Term Loan Obligations are secured by second priority security interests in and liens on property of the Prepetition Omega Term Loan Obligors constituting ABL Senior Collateral and first priority security interests in and liens on any other property of the Prepetition Omega Term Loan Obligors as set forth in the Prepetition Omega Term Loan Documents (such collateral, the "Prepetition Omega Term Loan Collateral" and such

security interests in and liens on the Prepetition Omega Term Loan Collateral, the "Prepetition Omega Term Loan Liens").

(iii) ***Prepetition Omega Master Lease Agreement***.

(a) Alpha Health Care Properties, LLC (the "Omega Master Tenant") entered into that certain Amended and Restated Consolidated Master Lease, dated as of March 25, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Omega Master Lease Agreement" and, together with all other agreements, documents, and instruments executed and/or delivered with, to or in favor of the Omega Landlords (as defined therein) including, without limitation, all security agreements, notes, guarantees, including the Omega Master Lease Guaranty (as defined below), mortgages, Uniform Commercial Code financing statements, documents, and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto, the "Omega Master Lease Documents" and together with the Prepetition Omega Term Loan Documents and the Prepetition ABL Documents, the "Prepetition Secured Documents") by and among the Omega Master Tenant and the Omega Landlords (and, together with the Prepetition Omega Term Loan Secured Parties, the "Prepetition Omega Secured Parties" and, the Prepetition Omega Secured Parties together with the Prepetition ABL Secured Parties, the "Prepetition Secured Parties"). The Omega Master Tenant has subleased the facilities leased to the Omega Master Tenant under the Omega Master Lease Agreement to certain operators set forth therein (the "Existing Operators").

(b) Certain of the Debtors, the Existing Operators and other parties (each an "Omega Master Lease Guarantor" and, collectively with the Omega Master Tenant, the "Omega Master Lease Obligors," and, together with the Prepetition Omega Term Loan Obligors, the "Prepetition Omega Obligors" and, the Prepetition Omega Obligors together with

the Prepetition ABL Obligors, the "Prepetition Obligors") have entered into that certain Lease Guaranty, dated as of February 10, 2017 with the Omega Landlords (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, in respect of the Omega Master Lease Agreement, the "Omega Master Lease Guaranty").

(c) As of the Petition Date, the Omega Master Lease Obligors were justly and lawfully indebted and liable to the Omega Landlords, without defense, counterclaim or offset of any kind in the aggregate principal amount of at least $31,954,950.71 unpaid Rent (as defined in the Omega Master Lease Agreement), plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, solely to the extent that they are chargeable or reimbursable under the Omega Master Lease Documents), charges, indemnities and all other Obligations (as defined in the Omega Master Lease) incurred or accrued in connection therewith (whether arising before, on, or after the Petition Date) owing, in each case under or in connection with the Omega Master Lease Documents without defense, counterclaim, or offset of any kind (collectively, the "Omega Master Lease Obligations" and, together with the Prepetition Omega Term Loan Obligations, the "Prepetition Omega Secured Obligations" and, the Prepetition Omega Secured Obligations together with the Prepetition ABL Obligations, the "Prepetition Secured Obligations"), which Omega Master Lease Obligations have been guaranteed on a joint and several basis by the Omega Master Lease Guarantors.

(d) The Omega Master Lease Obligations are secured by second priority security interests in and liens on property of the Omega Master Lease Obligors constituting ABL Senior Collateral and first priority security interests in and liens on any other property of the Omega Master Lease Obligors as set forth in the Omega Master Lease Documents (the "Omega Landlord Collateral," and together with the Prepetition Omega Term Loan Collateral,

the "Prepetition Omega Collateral" and, the Prepetition Omega Collateral together with the ABL Senior Collateral, the "Prepetition Collateral"; and such liens on and security interests in the Omega Landlord Collateral, the "Omega Landlord Liens," and together with the Prepetition Omega Term Loan Liens, the "Prepetition Omega Liens" and, the Prepetition Omega Liens with the Prepetition ABL Liens, the "Prepetition Liens").

(e) The Omega Master Lease Agreement constitutes one indivisible and non-severable executory contract under section 365 of the Bankruptcy Code. The Prepetition Omega Term Loan Facility was entered into in connection with the Omega Master Lease Agreement, is an integral component of the transactions contemplated thereunder, and the Omega Master Lease Agreement and the Prepetition Omega Term Loan Facility represent a single integrated transaction.

(iv) ***Intercreditor Agreements***. As of the Petition Date the Prepetition ABL Agent was party to (A) that certain Intercreditor Agreement dated as of March 25, 2022, by and among the Prepetition ABL Agent, in its capacity as revolving agent for itself and the Prepetition ABL Lenders, and the Prepetition Omega Term Loan Agent, in its capacity as administrative agent for itself and the Prepetition Omega Term Loan Lenders (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition ABL-TL Intercreditor Agreement"), which governs, among other things, the rights, interests obligations, priority, and positions of the Prepetition ABL Secured Parties and the Prepetition Omega Term Loan Secured Parties with respect to collateral on which both the Prepetition ABL Secured Parties and the Prepetition Omega Term Loan Secured Parties hold liens; and (B) that certain Seventh Amended and Restated Intercreditor Agreement dated as of April 1, 2024, by and among the Prepetition ABL Agent in its capacity as revolving agent for itself and the Prepetition ABL Lenders

and the Omega Landlords (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition ABL-ML Intercreditor Agreement"), which governs, among other things, the rights, interests obligations, priority, and positions of the Prepetition ABL Secured Parties and the Omega Landlords with respect to collateral on which both the Prepetition ABL Secured Parties and the Omega Landlords hold liens.

(v) ***Prepetition Secured Obligations***. As of the Petition Date, the Prepetition Secured Obligations owing to the Prepetition Secured Parties constitute legal, valid, and binding obligations of the Debtors and their applicable affiliates, enforceable against them in accordance with their respective terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code); and no portion of the Prepetition Secured Obligations owing to, or any transfers made to any or all of the Prepetition Secured Parties is subject to avoidance, recharacterization, reduction, set-off, offset, counterclaim, cross-claim, recoupment, defenses, disallowance, impairment, recovery, subordination (whether equitable or otherwise), or any other legal or equitable challenges pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity.

(vi) ***Prepetition Liens***. The Prepetition Liens granted to the Prepetition Secured Parties respectively constitute legal, valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and were granted to, or for the benefit of, the applicable Prepetition Secured Parties for fair consideration and reasonably equivalent value, and are not subject to defense, counterclaim, recharacterization, subordination (equitable or otherwise), avoidance, or recovery pursuant to the Bankruptcy Code or applicable non-bankruptcy law or equity or regulation by any person or entity.

(vii) ***No Challenges/Claims***. No offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Secured Obligations exist, no facts or occurrence supporting or giving rise to any offset, challenge, objection, defense, claim or counterclaim of any kind or nature to any of the Prepetition Liens or Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or Prepetition Secured Obligations are subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law or equity. The Debtors and their estates have no valid Claims (as such term is defined in section 101(5) of the Bankruptcy Code), objections, challenges, causes of action, and/or choses in action, including "lender liability" causes of action, derivative claims, or basis for any equitable relief against any of (i) the Prepetition Secured Parties or any of their respective predecessors, affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect to the Prepetition ABL Documents, the Prepetition Omega Term Loan Documents, the Omega Master Lease Documents, the Prepetition Secured Obligations, or the Prepetition Liens, or otherwise, or (ii) the DIP Lenders[5] or any of their respective predecessors, affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect to the DIP Loan Documents or the DIP Liens, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, reduction, or other Claims

[5] For the avoidance of doubt, any reference to the DIP Lenders shall, unless expressly stated otherwise, include the TIX DIP Lender solely in its capacity as a DIP Lender.

arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable non-bankruptcy law equivalents.

(viii) . The Prepetition Secured Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code. The Debtors waive, discharge, and release any right to challenge any of the Prepetition Secured Obligations, including the amount, allowance, character and priority of the Debtors' Obligations thereunder and the validity, binding, legal, enforceability, allowance, amount, characterization, extent and priority as to the Prepetition Secured Liens.

(ix) ***Indemnity***. The DIP Agents, the DIP Lenders, and the Prepetition Secured Parties have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining the requisite approvals of the DIP Facility and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens (as defined below), the DIP Superpriority Claims (as defined below), and the Adequate Protection Superpriority Claims (as defined below), and all documents related to any and all transactions contemplated by the foregoing. Accordingly, the Prepetition Secured Parties, the DIP Agents, and the DIP Lenders shall be and hereby are indemnified and held harmless by the Debtors, joint and severally, in respect of any Claim or liability incurred in respect thereof or in any way related thereto, provided that no such party will be indemnified for any loss, cost, expense, or liability to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from any such party's gross negligence or willful misconduct. No exception or defense exists in contract, law, or equity as to any obligation set forth in this paragraph, in the Prepetition ABL Documents, the Prepetition Omega

Term Loan Documents, the Omega Master Lease Documents, or in the DIP Loan Documents, to the Debtors' obligation to indemnify and/or hold harmless the Prepetition Secured Parties, the DIP Agents, or the DIP Lenders, as the case may be.

(x) ***Releases***. Effective as of the date of entry of this Final Order, as to the Debtors only, subject solely to the rights and limitations set forth in paragraphs 23 herein, each of the Debtors and the Debtors' estates, on its and their own behalf, on behalf of its and their respective past, present and future predecessors, heirs, successors, subsidiaries, and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits OHI DIP Lender, LLC in its capacities as DIP Lender and DIP Administrative Agent, the Prepetition Omega Secured Parties, the Prepetition ABL Secured Parties, and each of their respective Representatives (as defined herein) (collectively, the "Released Parties"), from any and all (a) obligations and liabilities to the Debtors (and their successors and assigns), and (b) claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action arising prior to the date of this Final Order of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal law or otherwise, in each case arising out of or related to (as applicable) the Prepetition Omega Term Loan Documents, the Prepetition ABL Documents, the Omega Master Lease Documents, the DIP Loan Documents, and the obligations owing and financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any

of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Final Order. For the avoidance of doubt, nothing in this release shall relieve the DIP Lenders or the Debtors of the Prepetition Secured Obligations or their obligations under the DIP Loan Documents or from and after the date of this Final Order.

(xi) ***Sale and Credit Bidding***. The Debtors and the Prepetition Obligors admit, stipulate, acknowledge, and agree that any one or more of the DIP Lenders, the DIP Agents, or the Prepetition Secured Parties, shall have the right to credit bid the entirety of (or any portion of) the Prepetition Secured Obligations and/or the DIP Facility Obligations, as applicable, secured by their respective Prepetition Liens.

(xii) ***Cash Collateral***. Any and all of the DIP Loan Parties' cash and other amounts on deposit or maintained in any account or accounts by the Debtors, whether existing as of the Petition Date or thereafter, wherever located, including any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral existing as of the Petition Date, constitutes or will constitute "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral").

(xiii) ***Bank Accounts***. The Debtors acknowledge and agree that as of the Petition Date, none of the Debtors has either opened or maintains any bank accounts other than the accounts listed in the exhibit attached to any order authorizing the Debtors to continue to use the Debtors' existing cash management system.

F. **Findings Regarding Corporate Authority**. Each DIP Loan Party has all requisite power and authority to execute and deliver the DIP Loan Documents to which it is a party and to perform its obligations thereunder.

G. **Findings Regarding Postpetition Financing and Use of Cash Collateral**.

(i) ***Good Cause***. Good and sufficient cause has been shown for the entry of this Final Order and for authorization of the Debtors to obtain financing pursuant to the DIP Facility and the DIP Loan Documents, and to use Cash Collateral as set forth herein and consistent with the Approved DIP Budget (as defined below), subject to Permitted Variances (as defined below).

(ii) ***Immediate Need for Postpetition Financing and Use of Cash Collateral***. The Debtors' need to use the Prepetition Collateral (including Cash Collateral) and to obtain credit pursuant to the DIP Facility as provided for herein is immediate and critical to avoid serious and irreparable harm to the Debtors, their estates, their creditors, and other parties in interest. The Debtors have an immediate need to obtain the DIP Loans and other financial accommodations and to continue to use the Prepetition Collateral (including Cash Collateral) in order to, among other things: (a) permit the orderly continuation of the operation of their businesses; (b) maintain the health, safety, and well-being of their residents; (c) maintain, amend, renew, or modify insurance policies in the ordinary course of business; (d) maintain business relationships with customers, vendors, and suppliers, including purchasing necessary materials and services to maintain compliance with all applicable regulatory and safety requirements; (e) make payroll; (f) satisfy other working capital, capital improvement, and operational needs; (g) make postpetition payments arising under the Omega Master Lease Agreement; (h) pay professional fees, expenses, and obligations; (i) pay costs, fees, and expenses associated with or payable under the DIP Facility, subject to the terms of this Final Order and the DIP Loan Documents; and (j) make adequate protection payments as set forth herein. The Debtors' use of Cash Collateral alone would be insufficient to meet the Debtors' cash disbursements. Access by the Debtors to sufficient working

capital and liquidity through the use of Cash Collateral and other Prepetition Collateral, incurrence of new indebtedness under the DIP Loan Documents, and the other financial accommodations provided under the DIP Loan Documents are necessary and vital to preserve and maintain the value of the Debtors' assets. The terms of the proposed DIP Facility pursuant to the DIP Loan Documents, and this Final Order are fair and reasonable, reflect each Debtor's exercise of its prudent business judgment, and are supported by reasonably equivalent value and fair consideration.

(iii) ***No Credit Available on More Favorable Terms***. The Debtors have been unable to obtain financing and other financial accommodations from sources other than the DIP Lenders on terms more favorable than those provided under the DIP Facility and the DIP Loan Documents. The Debtors have been unable to obtain adequate unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code. The Debtors also have been unable to obtain adequate credit for money borrowed (a) having priority over administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code, or (b) secured only by a lien on property of the Debtors and their estates that is not otherwise subject to a lien. Postpetition financing is not otherwise available without (i) as with respect to the DIP Lenders: (1) granting to each of the DIP Lenders, jointly and severally, the DIP Liens on all DIP Collateral, as set forth herein, (2) the DIP Superpriority Claims, and (3) the other protections set forth in this Final Order; (ii) as with respect the Prepetition ABL Agent for the benefit of the Prepetition ABL Lenders: (1) the ABL Adequate Protection Liens on all ABL Adequate Protection Collateral (each as defined below), as set forth herein, (2) the ABL Adequate Protection Superpriority Claims (as defined below), (3) the ABL Adequate Protection Payments (as defined below), and (4) the other protections set forth in this Final Order; and (iii) as with respect to the

Prepetition Omega Secured Parties (as defined below): (1) the Omega Term Loan Adequate Protection Liens and the Omega Master Lease Adequate Protection Liens (each as defined below), as set forth herein, (2) the Omega Term Loan Adequate Protection Superpriority Claims and the Omega Master Lease Adequate Protection Superpriority Claims (each as defined below), and (3) the other protections set forth in this Final Order. After considering all alternatives, the Debtors have properly concluded, in the exercise of their sound business judgment, that the DIP Facility represents the best financing available to them at this time, and are in the best interests of all of their stakeholders.

(iv) ***Use of Proceeds of the DIP Facility and Cash Collateral***. As a condition to entry into the DIP Facility, the extension of credit and other financial accommodations made under the DIP Facility and the consent to use Cash Collateral (including, without limitation, the proceeds of the DIP Facility), each of the Prepetition ABL Secured Parties and DIP Secured Parties requires, and the Debtors have agreed, that Cash Collateral, the proceeds of the DIP Facility, and all other cash or funds of the Debtors, shall be used solely in accordance with the terms and conditions of this Final Order and the DIP Loan Documents, and only for the expenditures set forth in and consistent with the Approved DIP Budget (subject to Permitted Variances), and for no other purpose.

(v) ***Adequate Protection***. The Debtors have agreed, pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code, to provide the Prepetition Secured Parties adequate protection, as and to the extent set forth in this Final Order, against the risk of any diminution in the value of their respective interests in the Prepetition Collateral which is as a result of, or arises from, or is attributable to, the imposition of the automatic stay, or the use, sale or lease of such Prepetition Collateral, or the grant of a lien under section 364 of the Bankruptcy Code and

applicable case law interpreting the same (any such diminution, "Diminution in Value"). Based on the DIP Motion, the DIP Declaration, the First Day Declaration, or other evidence filed in support of the DIP Motion, and the record presented to this Court in connection with the Final Hearing, the terms of the adequate protection arrangements and of the use of Prepetition Collateral (including Cash Collateral) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of Prepetition Collateral (including Cash Collateral).

(vi) ***Consent***. The Prepetition Secured Parties have consented to the Debtors' use of Prepetition Collateral (including Cash Collateral) and the DIP Loan Parties' entry into the DIP Facility and the DIP Loan Documents, in each case, solely in accordance with and subject to the terms and conditions of this Final Order and the DIP Loan Documents.

(vii) ***Limitation on Charging Expenses Against Collateral***. As set forth in paragraph 23 herein, no costs or expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral or any Prepetition Collateral (in each case, including Cash Collateral) as to the Prepetition Secured Parties pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Secured Parties with respect to DIP Collateral or the Prepetition Secured Parties with respect to the Prepetition Collateral, and no consent shall be implied from any other action, inaction or acquiescence by the DIP Secured Parties or the Prepetition Secured Parties, respectively, and nothing contained in this Final Order or the DIP Loan Documents shall be deemed to be a consent by the DIP Secured Parties or the Prepetition Secured Parties to any charge, lien, assessment, or claims against the DIP Collateral or the Prepetition Collateral,

respectively, under section 506(c) of the Bankruptcy Code or otherwise.

(viii) ***No Marshaling***. In no event shall the DIP Secured Parties or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Facility Obligations, the Prepetition Collateral, or the Prepetition Secured Obligations. In no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to the Prepetition Secured Parties or the Prepetition Collateral.

(ix) ***Business Judgment and Good Faith Pursuant to Section 364(e)***. Based on the DIP Motion, the DIP Declaration, the First Day Declaration, and the record presented to this Court at the Final Hearing, (a) the extension of credit and other financial accommodations made under the DIP Facility; (b) the terms of the DIP Loan Documents; (c) the fees and other amounts paid and to be paid thereunder; (d) the terms of adequate protection granted to the Prepetition Secured Parties; (e) the terms on which the Debtors may continue to use Prepetition Collateral (including Cash Collateral); and (f) the Cash Collateral arrangements described therein and herein, in each case, pursuant to this Final Order and the DIP Loan Documents, (1) are fair, reasonable, and the best available to the Debtors under the circumstances; (2) reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties; (3) are supported by reasonably equivalent value and fair consideration; and (3) represent the best financing available. The DIP Facility and the use of Prepetition Collateral (including Cash Collateral) were negotiated in good faith and at arm's length among the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties. The use of Prepetition Collateral (including Cash Collateral) and the credit to be extended under the DIP Facility shall be deemed to have been so allowed, advanced, made, used, and/or extended in good faith, and for valid business purposes and uses, within the meaning of

section 364(e) of the Bankruptcy Code, and the DIP Secured Parties are therefore entitled to the protection and benefits of section 364(e) of the Bankruptcy Code and this Final Order.

(x) ***Good Faith of DIP Secured Parties***. The DIP Facility, the adequate protection granted to the Prepetition Secured Parties, and the use of Prepetition Collateral (including Cash Collateral) hereunder have been negotiated in good faith and at arm's length among the Debtors, the DIP Secured Parties, and their respective advisors, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with, the DIP Facility and the DIP Loan Documents, including, without limitation, all loans and other financial accommodations made to and guarantees issued by the Debtors pursuant to the DIP Loan Documents and any DIP Facility Obligations shall be deemed to have been extended by the DIP Secured Parties and their respective affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the claims, security interests and liens, and other rights, benefits, and protections granted to the DIP Secured Parties (and the successors and assigns thereof) pursuant to this Final Order and the DIP Loan Documents shall each be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order or any provision hereof is reversed or modified on appeal.

(xi) ***Good Faith of Prepetition Secured Parties***. The Prepetition Secured Parties have acted in good faith regarding the DIP Facility and the Debtors' continued use of Prepetition Collateral (including Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses (including the incurrence and payment of any adequate protection obligations and the granting of adequate protection liens), in accordance with the terms hereof.

(xii) ***Initial DIP Budget***. The Debtors have prepared and delivered to the DIP Secured Parties the initial itemized cash flow forecast set forth on **Exhibit 2** to the Interim DIP Order (the "Initial DIP Budget"), which is acceptable to the Required Lenders (as defined in the DIP Credit Agreement and hereinafter referred to as the "Required DIP Lenders") and the Prepetition ABL Agent, setting forth all line-item and cumulative cash receipts and operating disbursements on a weekly basis for the period beginning as of the week including the Closing Date (as defined in the DIP Credit Agreement) through and including the end of the thirteenth calendar week following such week. The DIP Secured Parties are relying upon the Debtors' agreement to comply with the Initial DIP Budget (as may be updated by the Debtors and approved by the Required DIP Lenders and the Prepetition ABL Agent from time to time pursuant to and in accordance with the terms hereof and of the DIP Credit Agreement, the "Approved DIP Budget"), in determining to enter into the postpetition financing arrangements provided for in this Final Order and to allow the Debtors to use DIP Collateral (including Cash Collateral) subject to the terms of this Final Order, respectively.

(xiii) ***Notice***. Notice of the Final Hearing and the emergency relief requested in the DIP Motion has been provided by the Debtors, whether by facsimile, email, overnight courier, or hand delivery, to certain parties in interest, including: (a) the U.S. Trustee for Region 21; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the Prepetition ABL Agent; (d) counsel to the Omega Term Loan Agent, (e) counsel to the Omega Landlords; (f) counsel to the Welltower Landlord; (g) the United States Department of Housing and Urban Development, (h) the United States Attorney's Office for the Northern District of Georgia; (i) the Internal Revenue Service; (j) the United States Securities and Exchange Commission; (k) the state attorneys general for states in which the Debtors conduct business;

(l) the Attorney General for the State of Georgia; (m) the Georgia Department of Revenue, (n) counsel to the Official Committee; and (o) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). Under the circumstances, such notice of the Final Hearing and the relief requested in the DIP Motion constitutes due, sufficient, and appropriate notice and complies with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b) and (c), and Procedure D of the Second Amended and Restated General Order No. 26-2019, Procedures for Complex Chapter 11 Cases, dated February 6, 2023.

(xiv) ***Relief Essential; Necessity of Immediate Entry***. The Debtors have requested immediate entry of this Final Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2). Absent entry of this Final Order, the Debtors' businesses, properties, and estates will be immediately and irreparably harmed. This Court concludes that entry of this Final Order is in the best interests of the Debtors' estates, and is necessary, essential, and appropriate for the continued operation of the Debtors' businesses and the management and preservation of their assets and properties.

NOW THEREFORE, based upon the foregoing findings and conclusions, the DIP Motion, the DIP Declaration, the First Day Declaration, and the record before this Court, and after due consideration, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. **DIP Motion Approved**. The DIP Motion is granted on an final basis, and the DIP Facility is authorized and approved in accordance with and subject to the terms and conditions of this Final Order and the DIP Credit Agreement. Any objections or other statements to any of the relief set forth in this Final Order that have not been withdrawn, waived, or settled, and all reservation of rights inconsistent with this Final Order, are hereby overruled.

2. **Authorization of DIP Facility.**

(a) Subject to the terms and conditions of this Final Order, each of the DIP Loan Parties is hereby authorized to execute, enter into, guarantee (as applicable), and perform all obligations under the DIP Loan Documents, and such additional documents, instruments, certificates and agreements as may be reasonably required or requested by the DIP Secured Parties to implement the terms or effectuate the purposes of this Final Order and the DIP Loan Documents. To the extent not entered into as of the date hereof, the Debtors and the DIP Secured Parties shall negotiate the DIP Loan Documents in good faith, and in all respects such DIP Loan Documents shall be, subject to the terms of this Final Order, consistent with the terms of the DIP Loan Documents and otherwise acceptable to the DIP Secured Parties. Upon entry of this Final Order, the Final Order, the DIP Credit Agreement, and other DIP Loan Documents shall govern and control the DIP Facility.

(b) Upon entry of this Final Order, the DIP Borrowers are authorized to incur, and the DIP Guarantors are hereby authorized to unconditionally guarantee, on a joint and several basis, all of the DIP Loan Parties' DIP Facility Obligations on account of such incurrence under the DIP Facility, up to aggregate principal amount of $20,000,000 in new money DIP Loans on a final basis, subject to the terms and conditions of the DIP Credit Agreement.

(c) In accordance with the terms of this Final Order and the DIP Loan Documents, proceeds of the DIP Loans shall be used solely for the purposes permitted under the DIP Loan Documents and this Final Order, and in accordance with the Approved DIP Budget, subject to any Permitted Variance as set forth in this Final Order and the DIP Loan Documents

(d) Without limiting the foregoing, and without the need for further approval of this Court, each DIP Loan Party is authorized to perform all acts to make, execute, and deliver

all instruments and documents and to pay all fees or expenses that are authorized by the DIP Loan Documents and this Final Order.

(e) No DIP Secured Party shall have any obligation or responsibility to monitor any Debtor's use of the DIP Facility, and each DIP Secured Party may rely upon each DIP Loan Party's representations that the amount of the DIP Facility requested at any time and the use thereof are in accordance with the requirements of this Final Order, the DIP Credit Agreement, and Bankruptcy Rule 4001(c)(2).

3. **DIP Facility Obligations**. Upon entry of this Final Order and execution and delivery of the DIP Credit Agreement and the DIP Loan Documents, the DIP Credit Agreement and the DIP Loan Documents shall constitute valid, binding, enforceable, and non-avoidable obligations of each of the DIP Loan Parties, and shall be fully enforceable against each of the DIP Loan Parties, their estates, and any successors thereto, including, without limitation, any estate representative or trustee appointed in any of the Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or relating to any of the foregoing and/or upon the dismissal of any of the Chapter 11 Cases, and their creditors and other parties in interest, in each case, in accordance with the terms thereof and this Final Order. Upon execution and delivery of the DIP Loan Documents, the Debtors shall file the same with the Court within three (3) business days of their execution, and the DIP Facility Obligations will include all postpetition loans and any other indebtedness or obligations, contingent or absolute, now existing or hereafter arising, which may from time to time be or become owing by any of the DIP Loan Parties to any of the DIP Agents or DIP Lenders, in each case, under, or secured by, and in accordance with, the DIP Loan Documents or this Final Order, including all principal, interest, costs, fees, expenses, and other amounts under the DIP

Loan Documents (including this Final Order). The DIP Loan Parties shall be jointly and severally liable for the DIP Facility Obligations. Subject to paragraph 17 of this Final Order and after the expiration of the DIP Remedies Notice Period (as defined below), the DIP Facility Obligations shall be due and payable, without notice or demand, and the use of Cash Collateral shall automatically cease during the continuation of a DIP Termination Event (as defined below) or the occurrence and continuance of any event or condition set forth in paragraph 17 of this Final Order. No obligation, payment, transfer, or grant of security under the Credit Agreement, the DIP Loan Documents, or this Final Order to the DIP Secured Parties shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 362, 502(d), 544, 548, or 549 of the Bankruptcy Code, any applicable Uniform Voidable Transfer Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or other similar state statute or common law), or subject to any defense, reduction, recoupment, recharacterization, subordination, disallowance, impairment, cross-claim, claim, counterclaim, offset, or any other challenge under the Bankruptcy Code or any applicable law unless in accordance with paragraph 17 of this Final Order.

4. **No Obligation to Extend Credit**. The DIP Secured Parties shall have no obligation to make any loan or advance under the DIP Credit Agreement unless all of the conditions precedent to the making of such extension of credit by the DIP Secured Parties under the DIP Credit Agreement, the DIP Loan Documents, and this Final Order have been satisfied in full or waived in accordance with the terms of the DIP Credit Agreement and the DIP Loan Documents.

5. **DIP Liens**.

(a) As security for the DIP Facility Obligations, effective and perfected upon the date of this Final Order, and without the necessity of the execution, recordation of filings by

the Debtors or any other party of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by the DIP Lenders or the DIP Agents of or over any DIP Collateral, the following security interests and liens are hereby jointly and severally granted by the Debtors to the DIP Collateral Agent for the benefit of the DIP Secured Parties, jointly and severally, subject to (x) the Prepetition ABL Obligations, Prepetition ABL Liens, and ABL Adequate Protection, (y) the Permitted Liens (as defined below) and (z) the Carve Out (all such liens and security interests granted to each of the OHI DIP Lender and the TIX DIP Lender, jointly and severally, pursuant to this Final Order and the DIP Loan Documents, the "DIP Liens"):

(1) ***First Priority Lien on Unencumbered Property***. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon the all property of the DIP Loan Parties, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date that is not subject to (i) valid, perfected and non-avoidable liens, or (ii) perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code, including, but not limited to, all of the DIP Loan Parties' respective rights, title, or interest in and to the following assets to the extent unencumbered: cash and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, real property leaseholds and proceeds therefrom, fixtures, deposit accounts, commercial tort claims, securities accounts,

instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, all of the issued and outstanding capital stock of each DIP Loan Party, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, beneficial interests in any trust, money, investment property, causes of action (including, for the avoidance of doubt, but subject to entry of the Final Order, all proceeds of the DIP Loan Parties' respective claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law (the "Avoidance Actions")), and all cash and non-cash proceeds, rents, products, substitutions, accessions, profits, and supporting obligations of any of the collateral described above, whether existing on the Petition Date or thereafter acquired, and wherever located, and the proceeds, products, rents, and profits of the foregoing whether arising under section 552(b) of the Bankruptcy Code or otherwise (all of the foregoing collectively, the "DIP Priority Collateral"); for the avoidance of doubt, the DIP Priority Collateral excludes assets that qualify as ABL Senior Collateral (as defined herein); *provided*, that for a period of time not to exceed nine (9) months after the occurrence of the Termination Date, the DIP Lenders shall use, or cause to be used, commercially reasonable efforts to first seek recovery from DIP Collateral other than proceeds of Avoidance Actions and/or commercial tort claims before seeking recovery from proceeds of Avoidance Actions and/or commercial tort claims with respect to such DIP Superpriority Claims.

(2) ***Liens Priming the Prepetition Omega Liens***. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien on all property of the DIP Loan Parties,

whether existing on the Petition Date or thereafter acquired, that is encumbered by the Prepetition Omega Term Loan Liens and the Prepetition Omega Master Lease Liens, solely to the extent that the Prepetition Omega Term Loan Liens and the Prepetition Omega Master Lease Liens are senior to any other security interests in and liens on such property (if any) as of the Petition Date, including, but not limited to, all of the DIP Loan Parties' respective rights, title, or interest in and to the following assets: cash and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, real property leaseholds and proceeds therefrom, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, all of the issued and outstanding capital stock of each DIP Loan Party, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, beneficial interests in any trust, money, investment property, causes of action (including, for the avoidance of doubt, but subject to entry of the Final Order, all proceeds of Avoidance Actions), and all cash and non-cash proceeds, rents, products, substitutions, accessions, profits, and supporting obligations of any of the collateral described above, whether in existence on the Petition Date or thereafter created, acquired, or arising and wherever located (collectively, the "DIP Priming Collateral"); subject and subordinate only to the Prepetition ABL Obligations, Prepetition ABL Liens and the ABL Adequate Protection.

(3) ***Junior Liens***. Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, non-avoidable, automatically and properly perfected, security interest in and lien upon all tangible and intangible prepetition and postpetition property of the Debtors that is subject to (i) valid, perfected and non-avoidable senior liens in existence immediately prior to the Petition Date (other than the Primed Liens) or (ii) valid and non-avoidable senior liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date, as permitted by section 546(b) of the Bankruptcy Code (the "Other Encumbered Prepetition Collateral" and, the Other Encumbered Prepetition Collateral, together with the DIP Priority Collateral, the DIP Priming Collateral and the Prepetition Collateral, the "DIP Collateral"), which shall be (x) immediately junior and subordinate to any valid, perfected and non-avoidable liens in existence immediately prior to the Petition Date, and (y) any such valid and non-avoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code ((x) and (y) together, the "Permitted Liens"). For the avoidance of doubt, the Prepetition ABL Liens and the ABL Adequate Protection Liens shall constitute Permitted Liens and the Prepetition ABL Liens and the ABL Adequate Protection Liens are senior to the DIP Liens, the Omega Term Loan Adequate Protection Liens and the Omega Master Lease Adequate Protection Liens.

(b) For the avoidance of doubt, the term "DIP Collateral" shall include all assets and properties of each of the Debtors of any kind or nature whatsoever, whether tangible or intangible, real, personal or mixed, whether now owned by or owing to, or hereafter acquired by, or arising in favor of, any of the Debtors, whether prior to or after the Petition Date, whether owned

or consigned by or to, or leased from or to, the Debtors, and wherever located, including, without limitation, each of the Debtors' rights, title and interests in (i) all Prepetition Collateral, and (ii) all proceeds, products, offspring, and profits of each of the foregoing and all accessions to, substitutions, and replacements for, each of the foregoing, including any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to any Debtor from time to time with respect to any of the foregoing.

(c) Except as expressly provided in this Final Order, the DIP Liens (i) shall not be made subject or subordinate to or *pari passu* with (A) any lien, security interest, or claim heretofore or hereinafter granted in any of the Chapter 11 Cases, including any subsequently converted Chapter 11 Case of the Debtor to a case under chapter 7 of the Bankruptcy Code and any lien or security interest granted in favor of any federal, state, municipal, or other governmental unit (including any regulatory body), omission, board, or court for any liability of the Debtors, (B) any lien or security interest that is avoided or preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or otherwise, (C) any intercompany or affiliate claim, lien, or security interest of the Debtors or their affiliates, or (D) any other lien, security interest, or claim arising under section 363 or 364 of the Bankruptcy Code granted on or after the date hereof, and (ii) shall not be subject to sections 506(c) (to the extent a Final Order is entered providing for such relief), 510, 549, 550, or 551 of the Bankruptcy Code.

(d) To the extent a Final Order is entered providing for such relief, any provision of any lease, loan document, easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the consent, or the payment of any fees or obligations to, any governmental entity or non-governmental entity in order for the DIP Loan Parties to pledge, grant, mortgage, sell, assign, or otherwise transfer any

fee or leasehold interest in any property or the proceeds thereof, is and shall hereby be deemed to be inconsistent with the provisions of the Bankruptcy Code, and shall have no force or effect with respect to the DIP Liens or Adequate Protection Liens on such leasehold interests or other applicable DIP Collateral or the proceeds of any assignment and/or sale thereof by any DIP Loan Parties, in favor of the DIP Secured Parties or the Prepetition Secured Parties in accordance with the terms of the DIP Loan Documents and this Final Order.

6. **DIP Superpriority Claims**. Effective immediately upon entry of this Final Order, the DIP Secured Parties are hereby jointly and severally granted, pursuant to section 364(c)(1) and 503(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the DIP Loan Parties' Chapter 11 Cases on account of the DIP Facility Obligations, with priority over any and all administrative expenses of the kind that are specified in or ordered pursuant to sections 105, 328, 330, 331, 364(c)(1), 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 1113, 1114, or any other provisions of the Bankruptcy Code and any other claims against the DIP Loan Parties, subject only to (x) the Carve Out, (y) the Prepetition ABL Obligations, and (z) the ABL Adequate Protection (the "DIP Superpriority Claims"). The DIP Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code. The DIP Superpriority Claims shall have recourse against each of the DIP Loan Parties, on a joint and several basis. Notwithstanding anything contained herein or in any of the DIP Loan Documents to the contrary, the DIP Superpriority Claims shall, at all times be (x) in respect of any DIP Priming Collateral or proceeds or products thereof, (i) junior in right of payment to Permitted Liens, including the Prepetition ABL Liens and the ABL Adequate Protection Liens, as applicable, and (ii) senior to any and all other administrative expense claims or other claims against the DIP Loan Parties or their estates, in the

Chapter 11 Cases; and (y) in respect of any DIP Priority Collateral or proceeds or products thereof, senior to any and all other administrative expense claims or other claims against the DIP Loan Parties or their estates, in the Chapter 11 Cases.

7. **Use of Proceeds of the DIP Facility and Cash Collateral**. The use of Prepetition Collateral (in each case, including Cash Collateral) is authorized and approved, in each case, in accordance with and subject to the terms and conditions of this Final Order and the DIP Credit Agreement. From and after the date of entry of this Final Order, so long as no DIP Termination Event has occurred and is continuing the DIP Loan Parties shall be (x) authorized to use Prepetition Collateral (including Cash Collateral), and (y) permitted to draw upon the DIP Facility and the proceeds thereof, subject, in each case, subject to the terms and conditions of this Final Order and the DIP Credit Agreement, and in accordance with the Approved DIP Budget (subject to Permitted Variances), including, without limitation: (i) payment of any amounts due to DIP Secured Parties under the DIP Credit Agreement; (ii) payment of any adequate protection payments expressly approved by the Court; (iii) to fund the Carve Out; (iv) to provide working capital and for other general corporate purposes of the DIP Loan Parties; and (v) to pay administration costs of the Chapter 11 Cases and claims or amounts approved by this Court, including in the "first day" or "second day" orders or as required under the Bankruptcy Code. For the avoidance of doubt, none of the DIP Loan Parties will use any DIP Loans, the proceeds of the DIP Facility or DIP Collateral (including Cash Collateral) in a manner or for a purpose other than those consistent with the Approved DIP Budget, the DIP Loan Documents, and this Final Order unless otherwise ordered by this Court. Except as expressly permitted in this Final Order, the DIP Credit Agreement, or the Approved DIP Budget, nothing in this Final Order shall otherwise authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any of the Debtors'

use of any DIP Collateral (including Cash Collateral) or other proceeds resulting therefrom. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances, insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this Final Order and the DIP Loan Documents.

8. **Disposition of DIP Collateral**. The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral or Prepetition Collateral (in each case, including Cash Collateral) (and, in each case, the Debtors shall not enter into any binding agreement to do so) other than in accordance with the DIP Loan Documents or otherwise in the ordinary course of business without the prior written consent of the Required DIP Lenders and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lenders.

9. **Adequate Protection**. The Prepetition Secured Parties are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in all Prepetition Collateral (in each case, including Cash Collateral), to the extent of any Diminution in Value of such Prepetition Secured Parties' interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, (such claims the "Adequate Protection Claims"). In consideration of the foregoing, the Prepetition Secured Parties, as applicable, are hereby granted the following adequate protection:

(a) ***Adequate Protection to the Prepetition ABL Secured Parties***. The Prepetition ABL Secured Parties will be granted the following (collectively, the "ABL Adequate Protection").

(1) ***Adequate Protection ABL Liens***. Solely to the extent of any Diminution in Value of any Prepetition ABL Secured Party's interests in ABL Senior Collateral and in each case subject and subordinate to the Carve Out, the Prepetition ABL Secured Parties

are granted the following security interests and liens (collectively, the "ABL Adequate Protection Liens") under sections 361, 362, 363 of the Bankruptcy Code: valid, binding, enforceable, and perfected replacement liens on and security interests in the DIP Collateral and the Prepetition Collateral, including now-owned and hereafter-acquired real and personal property, assets, and rights of any kind or nature, wherever located, including, without limitation, all accounts receivable generated post-petition by Debtors, all other assets of the type and nature that would be deemed Prepetition Collateral but for the filing of these cases, and the proceeds thereof (collectively, the "ABL Adequate Protection Collateral"). The ABL Adequate Protection Liens shall be subordinate only to the Carve Out and any pre-petition Permitted Liens. For the avoidance of doubt, the DIP Liens, the Omega Term Loan Adequate Protection Liens (as defined below), and the Omega Master Lease Adequate Protection Liens (as defined below) shall be subject, subordinate, and junior to the Prepetition ABL Liens and all ABL Adequate Protection Liens on the ABL Adequate Protection Collateral in favor of the Prepetition ABL Secured Parties.

(2) ***ABL Adequate Protection Superpriority Claims***. Solely to the extent of any Diminution in Value of any Prepetition ABL Secured Party's interest in Prepetition Collateral, and in each case, subject and subordinate to the Carve Out, the Prepetition ABL Secured Parties will be granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the applicable Debtors (collectively, the "ABL Adequate Protection Superpriority Claims"). With respect to ABL Senior Collateral, all ABL Adequate Protection Superpriority Claims shall be junior only to the Carve Out, and otherwise have priority over any and all other administrative expenses and other claims against the applicable DIP Loan Parties now existing or hereafter

arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under the Bankruptcy Code.

(3) ***ABL Adequate Protection Payments***: No later than the fifth Business Day following entry of the Final Order and on the fifth (5th) Business Day of each month hereafter, Debtors shall pay the Prepetition ABL Agent adequate protection (the "ABL Adequate Protection Payment") in the form of interest, that has accrued at the non-default rate on the Prepetition ABL Obligations as of the Petition Date to be applied by the Prepetition ABL Agent in accordance with the Prepetition ABL Documents.

(4) As further adequate protection, the Debtors will reimburse each Prepetition ABL Secured Party for all reasonable and documented out-of-pocket fees, costs and expenses of such Prepetition ABL Secured Party (limited, in the case of counsel, to all reasonable and documented out-of-pocket fees, costs, disbursements and expenses, including one (1) local counsel and one (1) prepetition credit counsel). All such fees, including reasonable and documented out-of-pocket legal and other professional fees shall be paid by the Debtors promptly upon written demand and without the requirement of Court approval.

(5) On the fifth Business Day of each month, beginning with the month of July, 2024, Debtors shall pay the Prepetition ABL Agent additional adequate protection in the form of cash payments equal to the amount of accounts receivable received by or on behalf of any Debtor during the prior month (or, with respect to the first payment, on or after May 30, 2024 and ending on June 30, 2024) and relating to the operation by the Debtors of certain of their former skilled-nursing facilities prior to the transfer to new operators (each

date of transfer, a "Transfer Date") to be applied by the Prepetition ABL Agent in accordance with the Prepetition ABL Documents. Receivables arising in respect of services provided by the Debtors prior to any Transfer Date are referred to as "Pre-Transfer Date Receivables" and receivables arising in respect of services provided by the new operators on or after a Transfer Date are referred to as "Post-Transfer Date Receivables". No Prepetition ABL Secured Party shall have any responsibility to determine the accuracy of any ABL Additional Adequate Protection Payment or any allocation by Debtors of payments received as Pre-Transfer Date Receivables or Post-Transfer Date Receivables, nor shall any Prepetition ABL Secured Party be liable to any third party, including a new operator, if proceeds of Post-Transfer Date Receivables are paid over to Prepetition ABL Agent other than to remit such Post-Transfer Date Receivables back to the Debtors.

(b) ***Adequate Protection to the Prepetition Omega Term Loan Secured Parties***.

(1) ***Omega Term Loan Adequate Protection Liens***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of any Prepetition Omega Term Loan Secured Party's interests in such Prepetition Omega Term Loan Collateral, from and after the Petition Date, the Prepetition Omega Term Loan Secured Parties are granted the following security interests and liens (collectively, the "Omega Term Loan Adequate Protection Liens") under sections 361, 362, and 363 of the Bankruptcy Code: valid, binding, enforceable, and perfected replacement liens on and security interests in the Prepetition Collateral, including now-owned and hereafter-acquired real and personal property, assets, and rights of any kind or nature, wherever located, which liens and

security interests shall be junior to (a) the Carve Out, (b) the Permitted Liens, including the Prepetition ABL Liens and the ABL Adequate Protection Liens, and (c) the DIP Liens.

(2) ***Omega Term Loan Adequate Protection Superpriority Claims***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of its respective Prepetition Collateral, and in each case, subject and subordinate to the Carve Out, the ABL Adequate Protection Superpriority Claims (solely with respect to ABL Senior Collateral), and the DIP Superpriority Claims, each Omega Secured Party is hereby granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the applicable Debtors (collectively, the "Omega Term Loan Adequate Protection Superpriority Claims"). All Omega Term Loan Adequate Protection Superpriority Claims shall be junior to (a) the Carve Out, (b) the ABL Adequate Protection Superpriority Claims (solely with respect to ABL Senior Collateral), and (c) the DIP Superpriority Claims, and otherwise have priority over any and all other administrative expenses and other claims against the applicable Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under the Bankruptcy Code.

(3) As further adequate protection, the Debtors will reimburse each Prepetition Omega Term Loan Secured Party for all reasonable and documented out-of-pocket fees, costs and expenses of (limited, in the case of counsel, to all reasonable and documented out-of-pocket fees, costs, disbursements and expenses, including one (1) local counsel). All such fees, including reasonable and documented out-of-pocket legal and other professional fees shall be paid by the Debtors promptly upon written demand and without

the requirement of Court approval; *provided, however*, that in the event such fees and expenses exceed the amounts set forth in the Approved DIP Budget, any excess amounts shall be added to the principal balance of the DIP Loans.

(c) ***Adequate Protection to the Omega Landlords***

(1) ***Omega Master Lease Adequate Protection Liens***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of any Omega Landlord's interests in such Omega Landlord Collateral, from and after the Petition Date, the Omega Term Landlords are granted the following security interests and liens (collectively, the "Omega Master Lease Adequate Protection Liens" and, together with the ABL Adequate Protection Lines and the Omega Term Loan Adequate Protection Lines, the "Adequate Protection Lines") under sections 361, 362, and 363 of the Bankruptcy Code: valid, binding, enforceable, and perfected replacement liens on and security interests in the Prepetition Collateral, including now-owned and hereafter-acquired real and personal property, assets, and rights of any kind or nature, wherever located, which liens and security interests shall be junior to (a) the Carve Out, (b) the Permitted Liens, including the Prepetition ABL Liens and the ABL Adequate Protection Liens, and (c) the DIP Liens.

(2) ***Omega Master Lease Adequate Protection Superpriority Claims***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of its respective Prepetition Collateral, and in each case, subject and subordinate to the Carve Out, the ABL Adequate Protection Superpriority Claims (solely with respect to ABL Senior Collateral), and the DIP Superpriority Claims, each Omega Landlord is hereby granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the applicable Debtors (collectively, the "Omega

Master Lease Adequate Protection Superpriority Claims," and together with the Omega Term Loan Adequate Protection Superpriority Claims and the ABL Adequate Protection Superpriority Claims, the "Adequate Protection Superpriority Claims"). All Omega Master Lease Adequate Protection Superpriority Claims shall be junior to (a) the Carve Out, (b) the ABL Adequate Protection Superpriority Claims (solely with respect to ABL Senior Collateral), and (c) the DIP Superpriority Claims, and otherwise have priority over any and all other administrative expenses and other claims against the applicable Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under the Bankruptcy Code.

(3) As further adequate protection, the Debtors will reimburse each Omega Landlord for all reasonable and documented out-of-pocket fees, costs and expenses of (limited, in the case of counsel, to all reasonable and documented out-of-pocket fees, costs, disbursements and expenses, including one (1) local counsel). All such fees, including reasonable and documented out-of-pocket legal and other professional fees shall be paid by the Debtors promptly upon written demand and without the requirement of Court approval; *provided, however*, that in the event such fees and expenses exceed the amounts set forth in the Approved DIP Budget, any excess amounts shall be added to the principal balance of the DIP Loans.

(d) ***Reservation of Rights***. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b)

thereof, this Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties.

10. **Budget and Access to Records**.

(a) All borrowings under the DIP Facility, and the use of Cash Collateral shall at all times comply with the Approved DIP Budget (subject to Permitted Variances) and the DIP Loan Documents. On the first Thursday of each weekly period after the Reporting Date (as defined in the DIP Credit Agreement), the Debtors shall deliver updates to the Initial DIP Budget (or the previously supplemented Approved DIP Budget, as the case may be), along with notice to counsel and the financial advisor to the Official Committee of such updates, covering the 13-week period that commences with the beginning of the week immediately following the week in which the supplemental budget is required to be delivered, consistent with the form and level of detail set forth in the Initial DIP Budget (each such supplemental budget, an "Updated DIP Budget") and the Updated DIP Budget will replace the Initial DIP Budget (or the previously supplemented Approved DIP Budget, as the case may be), unless the Required Lenders or Prepetition ABL Agent otherwise object within two (2) Business Days of the receipt thereof to the substance of such Updated DIP Budget on the basis of such Updated DIP Budget not being based on reasonable assumptions, as being inconsistent with the terms, conditions and covenants under the DIP Loan Documents, or being based on information that is incorrect in any material respect, in which case the Updated DIP Budget will be as agreed reasonably and in good faith by the Required Lenders, the Prepetition ABL Agent, and the Debtors; *provided* that, in the event of an objection to the Updated DIP Budget in accordance with this paragraph, the then-current Approved DIP Budget

shall remain in effect, effective as of the beginning of the week immediately following the week in which it was delivered. Each Approved DIP Budget shall be filed with this Court.

(b) By no later than 5:00 pm ET on the fourth business day of each week, commencing with the fourth full week after the Petition Date (each, a "Reporting Date"), Borrower shall deliver to the DIP Lenders and Prepetition ABL Agent a variance report (each, a "Variance Report") showing comparisons of actual results for each line item against such line item in the Budget. Each Variance Report shall indicate whether there are any adverse variances that exceed the allowed variances, which means, in each case measured on a cumulative basis for the prior four-week period and for the period from the Petition Date, (x) up to 15% in the aggregate for all "Total Operating Disbursements" (as defined in the Approved DIP Budget), excluding, for the avoidance of doubt, "Non-Operating Disbursements" and "Restructuring Disbursements" (each as defined in the Approved DIP Budget) and (y) up to 15% in the aggregate for all "Total Receipts" (as defined in the Approved DIP Budget) (each, a "Permitted Variance").

(c) ***Access to Records***. The Debtors shall provide the advisors to the DIP Secured Parties with all reporting and other information required to be provided to the DIP Agents or DIP Lenders under the DIP Loan Documents. In addition to, and without limiting, whatever rights to access the DIP Secured Parties have under the DIP Loan Documents, upon reasonable notice to Debtors' counsel (email being sufficient), the Debtors shall permit representatives, agents, and employees of the DIP Secured Parties to have reasonable access to (i) inspect the Debtors' assets, and (ii) all information (including historical information and the Debtors' books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and other company advisors (during normal business hours), and the DIP Secured Parties shall be provided with access to all information they shall reasonably request, excluding

any information for which confidentiality is owed to third parties, information subject to attorney client or similar privilege, or where such disclosure would not be permitted by any applicable requirements of law.

11. **Modification of Automatic Stay**. Subject to paragraph 18 hereof, the automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby modified as necessary to permit: (a) the DIP Loan Parties to grant the DIP Liens and the DIP Superpriority Claims, and to perform such acts as the DIP Secured Parties may reasonably request, to assure the perfection and priority of the DIP Liens and the DIP Superpriority Claims; (b) the DIP Loan Parties to incur all liabilities and obligations, including all the DIP Facility Obligations, to the DIP Secured Parties as contemplated under this Final Order and the DIP Loan Documents, and to perform under the DIP Loan Documents any and all other instruments, certificates, agreements, and documents that may be reasonably required, necessary, or prudent for the performance by the applicable DIP Loan Parties under the DIP Loan Documents and any transactions contemplated therein or in this Final Order in each case in accordance therewith or herewith; (c) the DIP Loan Parties to take all appropriate actions to grant the DIP Liens, and to take all appropriate actions (including such actions as the Prepetition Secured Parties may reasonably request) to ensure that the ABL Adequate Protection Liens, Omega Term Loan Adequate Protection Liens, and Omega Master Lease Adequate Protection Liens granted hereunder are perfected and maintain the priority set forth herein; (d) the DIP Loan Parties to pay all amounts referred to, required under, in accordance with, and subject to the DIP Loan Documents and this Final Order; (e) the DIP Secured Parties and the applicable Prepetition Secured Parties to retain and apply payments made in accordance with the DIP Loan Documents and this Final Order; (f) subject to paragraph 18 hereof, the DIP Secured Parties to exercise, upon the occurrence and during the continuance of any DIP

Termination Event (as defined below), all rights and remedies provided for in the DIP Loan Documents and take any or all actions provided therein in accordance therewith; and (g) subject to paragraph 18 hereof, the implementation and exercise of all of the terms, rights, benefits, privileges, remedies, and provisions of this Final Order and the DIP Loan Documents, in each case, in accordance herewith and therewith, without further notice, motion or application to, or order of this Court.

12. **Perfection of DIP Liens and Adequate Protection Liens**. This Final Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of all liens granted herein, including, without limitation, the DIP Liens and the Adequate Protection Liens, without the necessity of execution, filing, or recording any financing statement, mortgage, notice, or other instrument or document that may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable law) such liens, or to entitle the DIP Secured Parties and the Prepetition Secured Parties to the priorities granted herein. Notwithstanding the foregoing, the DIP Agents, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords, without any further consent of any party, are authorized to execute, file, or record, as the case may be (and the DIP Agents, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords may reasonably request the execution, filing, or recording), as each, in its reasonable discretion deems necessary, such financing statements, notices of lien, and other similar documents to enable the DIP Agents, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords to further validate, perfect, preserve, and enforce the applicable DIP Liens or other liens and security interests granted hereunder, perfect in accordance with applicable law or to otherwise

evidence the applicable DIP Liens and/or the applicable Adequate Protection Liens, as applicable, and all such financing statements, notices, and other documents shall be deemed to have been filed or recorded as of the date of entry of the Final Order; *provided* that, no such filing or recordation shall be necessary or required in order to create, perfect, preserve, or enforce the DIP Liens and/or the Adequate Protection Liens. The Debtors are authorized to execute and deliver promptly upon reasonable request and in accordance with the Loan Documents to DIP Agents, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords all such financing statements, notices, and other security documents as the DIP Agents, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords may reasonably request. The DIP Agents, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords, each in its discretion, may file a photocopy of this Final Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instruments. To the extent that the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and/or the Omega Landlords is a secured party under any account control agreement, listed as an additional insured, loss payee under any of the Debtors' insurance policies, or is the secured party under any loan document, financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction to validate, attach, perfect, or prioritize liens (any such instrument or document, a "Security Document"), the DIP Secured Parties shall also be deemed to be the secured party under each such Security Document, and shall have all the rights and powers attendant to that position (including, without limitation, rights of enforcement), and shall act in that capacity and distribute any proceeds recovered or received in accordance with

the terms of this Final Order and/or the Final Order, as applicable, and the other DIP Loan Documents.

13. **Proceeds of Subsequent Financing**. Without limiting the provisions of the immediately preceding paragraph, if at any time prior to the indefeasible payment in full in cash of all of the DIP Facility Obligations, Prepetition ABL Obligations, the Prepetition Omega Term Loan Obligations and the Omega Master Lease Obligations, in each case, other than contingent indemnification obligations as to which no claim has been asserted, the termination of the DIP Secured Parties' obligations to extend credit under the DIP Facility and this Final Order (including subsequent to the confirmation of any plan with respect to any or all of the Debtors and the Debtors' estates), and the satisfaction of the DIP Superpriority Claims and the Adequate Protection Claims, either the DIP Loan Parties, the DIP Loan Parties' estates, any trustee, any examiner with enlarged powers, or any responsible officer subsequently appointed in any of the DIP Loan Parties' Chapter 11 Cases, shall obtain credit or incur debt pursuant to sections 364(b), (c), or (d) of the Bankruptcy Code then, unless otherwise agreed in advance in writing by the requisite DIP Lenders in their sole discretion all of the cash proceeds derived from such credit or debt and all DIP Collateral shall immediately be turned over to the DIP Agents for further distribution to the applicable DIP Secured Parties on account of their applicable DIP Facility Obligations pursuant to the applicable DIP Loan Documents.

14. **Covenants**. The DIP Loan Parties shall comply with the covenants set forth in the DIP Loan Documents in accordance with the terms thereof.

15. **Milestones**. It is a condition to the DIP Facility and the use of Cash Collateral that the Debtors shall comply with those certain case milestones set forth in the DIP Credit Agreement

(the "Milestones"). The failure to comply with any Milestone shall constitute an "Event of Default" in accordance with the terms of the DIP Credit Agreement.

16. **Maintenance of DIP Collateral**. Until all DIP Facility Obligations are indefeasibly paid in full (other than contingent indemnification obligations as to which no claim has been asserted) and the DIP Secured Parties' obligation to extend credit under the DIP Facility has terminated, the Debtors shall continue to maintain all property, operational, and other insurance as required in the DIP Loan Documents. Upon entry of this Final Order and to the fullest extent provided by applicable law, the DIP Agents shall be, and shall be deemed to be, without any further action or notice, named as additional insureds and loss payees on each insurance policy maintained by the DIP Loan Parties that in any way relates to the DIP Collateral, and the DIP Agents shall distribute any proceeds recovered or received in respect of any such insurance policies, to the payment in full of the DIP Facility Obligations (other than contingent indemnification obligations as to which no claim has been asserted.

17. **Termination Events**. The (i) occurrence and continuance of any "Event of Default" under and as defined in the DIP Credit Agreement; (ii) consent of the Debtors to the standing of any party, including an Official Committee to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, any Challenge (as defined below); or (iii) commencement of a Challenge Proceeding (as defined below) by the Debtors, shall each constitute a "DIP Termination Event" under this Final Order (each a "DIP Termination Event," and the date upon which such DIP Termination Event occurs, the "DIP Termination Date"), unless waived in writing by the DIP Lenders in their sole discretion.

18. **Exercise of Remedies**.

(a) Remedies of the DIP Agents. Immediately upon the occurrence and during the continuation of a DIP Termination Event, any stay, whether arising under section 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Final Order, including clause (c) of this paragraph, is hereby modified, without further notice to, hearing of, or order from this Court, to the extent necessary to permit the DIP Agents to, upon the delivery of written notice (which may include electronic mail) to the DIP Remedies Notice Parties (as defined below): (i) declare all DIP Facility Obligations owing under the DIP Facility to be immediately due and payable; (ii) terminate, reduce, or restrict any commitment to extend credit to the DIP Loan Parties under the DIP Facility (to the extent any such commitment remains); (iii) terminate the DIP Facility and the DIP Loan Documents as to any future liability or obligation thereunder, but without affecting the DIP Liens or the DIP Facility Obligations; (iv) charge interest at the default rate under the DIP Facility; (v) terminate and/or revoke the Debtors' right, if any, under this Final Order and the DIP Loan Documents to use any Cash Collateral of the DIP Secured Parties; (vi) freeze monies or balances in the DIP Proceeds Account; (vii) otherwise enforce any and all rights against the DIP Collateral in the possession of the DIP Lenders; and (viii) take any other actions or exercise any other rights or remedies permitted under this Final Order, the DIP Loan Documents, or applicable law; *provided* that prior to the exercise of any right in clauses (v) through (viii) of this paragraph 18, the DIP Lenders shall be required to provide five (5) Business Days' written notice (by electronic mail or other electronic means) to counsel to the Debtors, counsel to the Prepetition ABL Agent, counsel to the Official Committee, and the U.S. Trustee (the "DIP Remedies Notice Parties") of the DIP Lenders' intent to exercise their rights and remedies (the "DIP Remedies Notice Period") other than funds contained in any DIP Proceeds Account; *provided*, *further*, that

the DIP Lenders shall not be obligated to make any loans or advances under the DIP Facility during any DIP Remedies Notice Period; *provided further* that, for the avoidance of doubt, the Debtors may continue to use any Cash Collateral prior to the expiration of the DIP Remedies Notice Period so long as such Cash Collateral is used in accordance with the Approved DIP Budget (subject to Permitted Variances).

(b) Remedies of the Prepetition ABL Agent. Immediately upon the occurrence and during the continuation of a DIP Termination Event (or any event that would have been a DIP Termination Event but for any extension, waiver, modification, or similar change to the DIP Credit Documents by the DIP Agents or DIP Lenders), any stay, whether arising under section 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Final Order, including clause (c) of this paragraph 18, is hereby modified, without further notice to, hearing of, or order from this Court, to the extent necessary to permit the Prepetition ABL Agent to, upon the delivery of written notice (which may include electronic mail) to the ABL Remedies Notice Parties (as defined below): (i) terminate and/or revoke the Debtors' right, if any, under this Final Order to use any Cash Collateral of the DIP Secured Parties; (ii) otherwise enforce any and all rights against the DIP Collateral; and (iii) take any other actions or exercise any other rights or remedies permitted under this Final Order or applicable law; provided that prior to the exercise of any right in clauses (i) through (iii) of this paragraph 18, the Prepetition ABL Agent shall be required to provide five (5) Business Days' written notice (by electronic mail or other electronic means) to counsel to the Debtors, counsel to the DIP Lenders, counsel to the Official Committee, and the U.S. Trustee (the "ABL Remedies Notice Parties") of the Prepetition ABL Agent's intent to exercise its rights and remedies (the "ABL Remedies Notice Period," together with DIP Remedies Notice Period, as applicable, a "Remedies Notice Period"); provided, further, that, for the avoidance of doubt, the

Debtors may continue to use any Cash Collateral prior to the expiration of the ABL Remedies Notice Period so long as such Cash Collateral is used in accordance with the Approved DIP Budget (subject to Permitted Variances); provided, further, that nothing in this paragraph 18(b) shall prevent the Debtors from seeking the Court's authorization to use Cash Collateral over the objection of the Prepetition ABL Agent in accordance with a new Approved DIP Budget but otherwise on the same terms and conditions contained in this Final Order.

(c) During the applicable DIP Remedies Notice Period, the Debtors, the Official Committee or any other party in interest may seek an emergency hearing before this Court. Unless during such DIP Remedies Notice Period this Court enters an order to the contrary, the DIP Agents shall be deemed to have received relief from the automatic stay to exercise all rights and remedies available against the DIP Collateral (subject to the rights of the applicable Prepetition Secured Parties), permitted by applicable law or equity, without further notice to, hearing of, or order from this Court, and without restriction or restraint by any stay under sections 105 or 362 of the Bankruptcy Code or otherwise (in each case, subject to paragraph 18(c) hereof). To the extent a final order is entered providing for such relief and in furtherance of the foregoing, upon the occurrence and during the continuation of a DIP Termination Event, and the expiration of the applicable DIP Remedies Notice Period without entry of a Court order to the contrary, the DIP Agents and any liquidator or other professional acting at the DIP Agents' shall (A) have the right to use, license or sub-license (without payment of royalty or other compensation) any or all intellectual property of the Debtors, computer hardware and software, trade secrets, brochures, customer lists, promotional and advertising materials, labels, packaging materials and other property, in advertising for sale, marketing, selling, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any DIP Collateral or Prepetition

Collateral, as applicable, and (B) have the right to access, and a rent free right to use, any and all owned or leased locations (including, without limitation, manufacturing facilities, warehouse locations, distribution centers and offices) for the purpose of arranging for and effecting the sale or disposition of DIP Collateral or Prepetition Collateral, as applicable, including the production, completion, packaging and other preparation of such DIP Collateral or Prepetition Collateral, as applicable, for sale or disposition (it being understood and agreed that the DIP Agents and their representatives (and persons employed on their behalf) and their representatives (and persons employed on their behalf), as applicable, may continue to operate, service, maintain, process and sell the DIP Collateral (subject to the rights of the Prepetition Secured Parties in the Prepetition Collateral) or Prepetition Collateral, as applicable, as well as to engage in bulk sales of such DIP Collateral or Prepetition Collateral, as applicable.

(d) The Debtors (i) shall reasonably cooperate with the DIP Agents, as applicable, in its exercise of rights and remedies, whether against DIP Collateral (subject to the rights of the Prepetition Secured Parties in the Prepetition Collateral) or Prepetition Collateral, as applicable, or otherwise; (ii) waive any right to seek relief under section 105 of the Bankruptcy Code; and (iii) unless this Court orders otherwise, may not contest or challenge the exercise of any such rights or remedies other than to dispute whether a DIP Termination Event has in fact occurred.

19. **Indemnification**. The DIP Loan Parties shall jointly and severally indemnify and hold harmless each DIP Secured Party and each of their respective directors, officers, employees, agents, attorneys, accountants, advisors, controlling persons, equity holders, partners, members, and other representatives and each of their respective successors and permitted assigns (each, an "Indemnified Party") against, and to hold each Indemnified Party harmless from, any and all losses, claims, damages, liabilities, and reasonable, documented and invoiced out-of- pocket fees

and expenses (including, without limitation, fees and disbursements of counsel but limited, in the case of counsel, to the extent set forth in the DIP Credit Agreement) that may be incurred by or asserted or awarded against any Indemnified Party, in each case, arising out of, or in any way in connection with, or as a result of: (i) the execution or delivery of the DIP Term Sheet, the DIP Credit Agreement, the DIP Note, any other DIP Loan Document, the performance by the parties thereto of their respective obligations thereunder and the other transactions contemplated thereby; (ii) the use of the proceeds of the DIP Loans; (iii) the enforcement or protection of its rights in connection with the DIP Term Sheet, the DIP Credit Agreement, the DIP Note, and any other DIP Loan Document; (iv) the negotiation of and consent to this Final Order and the Interim DIP Order; or (v) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnified Party is a party thereto and regardless of whether such matter is initiated by a third party or the Debtors or any of their subsidiaries or affiliates or creditors; *provided* that, the foregoing indemnity shall not apply to any claims arising (i) prior to the Petition Date or (ii) out of, or in any way in connection with, or as a result of provisions of the Prepetition Secured Documents (for the avoidance of doubt, nothing in this Final Order alters, amends, expands or minimizes any indemnification under the Prepetition Secured Documents, subject to applicable law); provided further that, no Indemnitee will be indemnified for any loss, claim, damage, liability, cost, or other expense to the extent such loss, claim, damage, liability, cost, or expense that (i) is determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (A) the gross negligence, bad faith, or willful misconduct of such Indemnitee or (B) a material breach of the obligations of such Indemnitee under the DIP Loan Documents; or

(ii) relates to any proceeding between or among Indemnitees other than claims arising out of any act or omission on the part of the DIP Loan Parties in accordance with this paragraph 19.

20. **Proofs of Claim**. The DIP Agents, the DIP Secured Parties, and the Prepetition Secured Parties shall not be required to file proofs of claim in any of the Chapter 11 Cases or any of the Successors Cases for any claim allowed herein or therein in respect of the Prepetition Secured Obligations. Any order entered by this Court establishing a bar date in any of the Chapter 11 Cases shall not apply to the DIP Secured Parties or the Prepetition Secured Parties; *provided* that, notwithstanding any order entered by this Court establishing a bar date in any of the Chapter 11 Cases to the contrary, the DIP Agents, on behalf of the DIP Secured Parties, and the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and/or the Omega Landlords, on behalf of the Prepetition Secured ABL Parties, the Prepetition Omega Term Loan Secured Parties, and/or the Omega Landlords, as applicable, may (but are not required) in their discretion file (and amend and/or supplement) in the Debtors' lead chapter 11 case *In re LaVie Care Centers, LLC, et al.*, Case No. 24-55507 (PMB), a single, master proof of claim , on behalf of the Prepetition Secured ABL Parties, the Prepetition Omega Term Loan Secured Parties, and/or the Omega Landlords, as applicable, for any claim allowed herein or their claims arising under the applicable Prepetition Secured Documents, and any such proof of claim may (but is not required to) be filed as one consolidated proof of claim against all of the Debtors (each, a "Master Proof of Claim"), rather than as separate proofs of claim against each Debtor. Any proof of claim filed by the DIP Secured Parties or any of the Prepetition Secured Parties shall be deemed to be in addition to (and not in lieu of) any other proof of claim that may be filed by any such persons. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or their respective successors-in-interest. The

Master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to each Prepetition Secured Party.

21. **Carve Out.**

(a) Subject to the terms, conditions and limitations contained in this paragraph 21, but only to the extent and subject to the express exclusions set forth herein, the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens and the Adequate Protection Superpriority Claims, and any other liens or claims granted under this Final Order, are all subordinate (except as otherwise provided herein) to the following (collectively, the "Carve Out"):

(1) allowed administrative expenses pursuant to 28 U.S.C. § 1930(a)(6) for statutory fees payable to the U.S. Trustee, together with the statutory rate of interest, and 28 U S.C. § 156(c) for fees required to be paid to the Clerk of this Court (collectively, the "Statutory Fees"), which shall not be subject to any budget;

(2) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code;

(3) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all accrued and unpaid fees (other than any "success," "restructuring," "transaction" or similar fees), disbursements, costs, and expenses ("Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals"), the Official Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals"), or, if a patient care ombudsman (the "PCO") is appointed by order of this Court, by the PCO pursuant to section 327, 328, or 333 of the Bankruptcy Code (together with the PCO, the "PCO Professionals" and, together with the Debtor Professionals and the Committee Professionals, the "Professional Persons"), at any time on or before the first (1st) Business Day following delivery of the Carve- Out Trigger Notice by the DIP Lenders (as defined below) whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and

(4) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $500,000 incurred after the first (1st) Business Day following delivery DIP Lenders of a Carve Out Trigger Notice, to the extent consistent with the Budget and allowed at any time, whether by Interim Order, procedural order, final order, or otherwise (the amounts set forth in this clause (iv), the "Post-Carve Out Trigger Notice Cap").

(b) For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Lenders the Debtors and their counsel, with a copy to the DIP Agents and their counsel, the U.S. Trustee, and counsel to the Official Committee, which notice may be delivered following the occurrence and during the continuation of a DIP Termination Event stating that the Carve Out Trigger Notice Cap has been invoked. Nothing herein, including the inclusion of line items in the Approved DIP Budget for Professional Persons, shall be construed as consent to the allowance of any particular professional fees or expense of the Debtors, of the Official Committee, or of any other person or shall affect the right of the DIP Agents, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and/or the Omega Landlords, the U.S. Trustee, or any other party in interest to object to the allowance and payment of such fees and expenses. The Prepetition Secured Parties shall not be responsible for the direct payment or reimbursement of any fees or disbursements of any Professional Persons incurred in connection with the Chapter 11 Cases. Nothing in this Final Order or otherwise shall be construed to obligate the Prepetition Secured Parties in any way to pay compensation to or to reimburse expenses of any Professional Persons, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

22. **Limitations on the DIP Facility, the DIP Collateral, the Prepetition Collateral, the Cash Collateral, the Carve Out, and Other Funds**. Notwithstanding anything contained in the DIP Loan Documents, this Final Order, or any other order of this Court to the contrary, no DIP Collateral, Prepetition Collateral, DIP Loans, Cash Collateral, proceeds of any of the foregoing,

any portion of the Carve Out, or any other cash or funds may be used, directly or indirectly, by any of the Debtors, the Official Committee, or any trustee or other estate representative appointed in the Chapter 11 Cases or any other person or entity (or to pay any professional fees, disbursements, costs or expenses incurred in connection therewith): (a) to object to, contest, prevent, hinder, delay, or interfere with, in any way, the DIP Secured Parties' or the Prepetition Secured Parties' enforcement or realization upon any of the DIP Collateral, Prepetition Collateral, or Cash Collateral, so long as a DIP Termination Event has occurred and is continuing; or (b) to investigate (including by way of examinations or discovery proceedings, whether formal or informal), prepare, assert, join, commence, support, or prosecute any action for any claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination, or similar relief against, or adverse to the interests of, in any capacity, against any of the Prepetition Secured Parties and DIP Lenders, and each of their respective successors, assigns, affiliates, parents, subsidiaries, partners, controlling persons, representatives, agents, attorneys, advisors, financial advisors, consultants, professionals, officers, directors, members, managers, shareholders, and employees, past, present and future, and their respective heirs, predecessors, successors and assigns (in each case, in their respective capacities as such) (collectively, the "Subject Parties") with respect to any transaction, occurrence, omission, action, or other matter arising under, in connection with, or related to this Final Order, the DIP Facility, the DIP Loan Documents, the DIP Facility Obligations, the Prepetition Liens, the Prepetition Secured Obligations, or the Prepetition Secured Documents or the transactions contemplated therein or thereby, including, without limitation, (A) any Avoidance Actions, (B) any so-called "lender liability" claims and causes of action, (C) any claim or cause of action with respect to the validity, enforceability, priority and extent of, or asserting any defense,

counterclaim, or offset to, the DIP Facility Obligations, the DIP Superpriority Claims, the DIP Liens, the DIP Loan Documents, the Adequate Protection Liens, the Adequate Protection Claims, the Prepetition ABL Obligations, the Prepetition ABL Documents, the Prepetition ABL Liens, the Prepetition Omega Term Loan Documents, Prepetition Omega Term Loan Liens, the Omega Master Lease Agreement, the Omega Master Lease Documents the Omega Master Lease Liens, (D) any claim or cause of action seeking to challenge, invalidate, modify, set aside, avoid, marshal, subordinate, or recharacterize in whole or in part, the DIP Facility Obligations, the DIP Liens, the DIP Superpriority Claims, the DIP Collateral, the Prepetition ABL Obligations, the Prepetition Collateral, the Adequate Protection Liens, and the Adequate Protection Claims, or (E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections, and benefits granted to any of the DIP Secured Parties hereunder or under any of the DIP Loan Documents or the Prepetition Secured Parties hereunder or under any of the Prepetition Secured Documents, as applicable (in each case, including, without limitation, claims, proceedings, or actions that might prevent, hinder, or delay any of the DIP Secured Parties, or the Prepetition Secured Parties' assertions, enforcements, realizations, or remedies on or against the DIP Collateral or Prepetition Collateral in accordance with the applicable DIP Loan Documents or Prepetition Secured Documents and this Final Order and/or the Final Order (as applicable)); provided, that (i) no more than $350,000 in the aggregate of the DIP Collateral, the Carve Out or Cash Collateral, proceeds from the borrowings under the DIP Facility or any other amounts, may be used for allowed fees and expenses incurred solely by the Official Committee in investigating, but not objecting to, challenging, litigating, opposing, prosecuting, or seeking to subordinate or recharacterize the validity, enforceability, perfection, and priority of the Prepetition Liens, the Prepetition Secured Documents, the Adequate Protection Liens, or the Adequate Protection Claims prior to the

Challenge Deadline (as defined below) and (ii) no DIP Collateral (including Cash Collateral) or any proceeds thereof shall be used to investigate, object to, challenge, litigate, oppose, or prosecute any cause of action against the DIP Secured Parties (in their capacity as such), including seeking to subordinate or recharacterize the validity, enforceability, perfection, and priority of the DIP Liens, the DIP Superpriority Claims, the DIP Loans, or the DIP Loan Documents. Except to the extent expressly permitted by the terms of the DIP Loan Documents and this Final Order or any further order of this Court, none of the Debtors, the Official Committee, or any trustee or other estate representative appointed in the Chapter 11 Cases or any other person or entity may use or seek to use Cash Collateral or, to sell, or otherwise dispose of DIP Collateral or Prepetition Collateral, in each case, without the consent of the Required DIP Lenders.

23. **Reservation of Certain Third-Party Rights and Bar of Challenges and Claims.**

(a) Subject to the challenge rights described in this paragraph 23, each of the stipulations, admissions, and agreements contained in this Final Order, including, without limitation, in clauses (i) through (xii) of paragraph E of this Final Order (collectively, the "Stipulations"), such Stipulations to include, for the avoidance of doubt, the scope of the releases in paragraph E(ix) of this Final Order, shall be binding upon the DIP Loan Parties and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the DIP Loan Parties in the Chapter 11 Cases) in all circumstances and for all purposes. The Stipulations shall be binding upon all parties in interest (including without limitation, (x) the DIP Loan Parties and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the DIP Loan Parties in the Chapter 11 Cases), and (y) the Official Committee, and any other person or entity acting or seeking to act on behalf of the DIP Loan Parties' estates, in all circumstances and for all purposes, unless an

Official Committee, or a party in interest (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the Challenge Deadline (as defined below)) with respect to the Stipulations and a challenge has been filed with this Court (each, a "Challenge Proceeding") by the Challenge Deadline, objecting to or challenging the amount, validity, perfection, enforceability, priority, or extent of any of the Prepetition Secured Obligations, the Prepetition Liens, or the Prepetition Secured Documents, or otherwise asserting or prosecuting any Avoidance Action or any other claim, counterclaim, cause of action, objection, contest, defense or other challenge (a "Challenge") against any of the Subject Parties arising under, in connection with or related to the Debtors, the Prepetition Secured Obligations, the Prepetition Liens, the Prepetition Secured Documents, or the DIP Loan Documents, and there is entered a final non- appealable order in favor of the objector, movant or plaintiff in any such timely filed Challenge Proceeding; *provided* that (i) as to the Debtors (but not their estates), any and all such challenges are hereby irrevocably waived and relinquished as of the Petition Date, (ii) any pleadings filed in any Challenge Proceeding shall set forth with the requisite specificity the basis for such Challenge (and any Challenges not so specified prior to the Challenge Deadline shall be deemed forever, waived, released and barred), and (iii) such Challenge Proceeding may be pursued by the Official Committee or any other party in interest that timely commenced a Challenge Proceeding pursuant to the terms of this Final Order.

(b) If no such Challenge Proceeding is timely filed with this Court prior to the Challenge Deadline, then, without further notice to any person or entity or order of this Court, (i) the Stipulations shall be binding on all parties in interest (including, without limitation, the Official Committee, the DIP Loan Parties and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the DIP Loan Parties

in the Chapter 11 Cases) and the Debtors; (ii) the Prepetition Secured Obligations shall constitute allowed claims and shall not be subject to any defense, claim, counterclaim, recharacterization, subordination, disgorgement, offset, avoidance, for all purposes in these Chapter 11 Cases; (iii) the Prepetition Secured Documents shall be deemed to have been valid, as of the Petition Date, and enforceable against each of the DIP Loan Parties in the Chapter 11 Cases, and the Prepetition Obligors; (iv) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to recharacterization, subordination, avoidance, or other defense; and (v) the Prepetition Secured Obligations, the Prepetition Liens, and the Prepetition Secured Documents shall not be subject to any other or further claim or Challenge by the Official Committee, any other committees appointed or formed in these Chapter 11 Cases or any other party in interest, whether acting or seeking to act on behalf of the Debtors' estates or otherwise.

(c) If any such Challenge Proceeding is timely filed prior to the Challenge Deadline, the Stipulations shall nonetheless remain binding and preclusive (as provided in paragraph 23(b) hereof) on the Official Committee and on any other person or entity, the DIP Loan Parties and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the DIP Loan Parties in the Chapter 11 Cases), and the Debtors, except to the extent that such Stipulations were expressly and successfully challenged in such Challenge Proceeding as set forth in a final, non-appealable order of a court of competent jurisdiction.

(d) The "Challenge Deadline" shall mean the date that is (A) with respect to the Official Committee, September 15, 2024 (B) with respect to any Subject Party (as defined above), such later date that such Subject Party has agreed to in writing, prior to the expiration of the deadline to

commence a Challenge, or (C) any such later date as has been ordered by this Court for cause upon a motion filed and served with a draft complaint attached to such motion prior to the expiration of the deadline to commence a Challenge; *provided*, that the filing of a motion pursuant to subsection (C), *supra*, shall toll the Challenge Period only as to the party that timely filed such standing motion until such motion is resolved or adjudicated by this Court; *provided further*, if a chapter 7 trustee or a chapter 11 trustee is appointed or elected during the Challenge Period, then the Challenge Period Termination Date with respect to such trustee only, shall be the later of (i) the last day of the Challenge Period and (ii) the date that is thirty (30) calendar days after the date on which such trustee is appointed or elected. Nothing in this Final Order vests or confers on any Person (as defined in the Bankruptcy Code), including the Official Committee or any other committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Secured Documents, the Prepetition Secured Obligations or the Prepetition Liens, and all rights to object to such standing are expressly reserved.

(e) Notwithstanding anything to the contrary in this paragraph 23, the Official Committee shall have the right to file a motion for cause to extend the Challenge Period before the expiration of the Challenge Period, which shall be heard on an expedited basis within five (5) business days of the filing of such motion for cause. For the avoidance of doubt, (i) the motion for cause referred to in the immediately preceding sentence does not need to be accompanied by a draft complaint (whether attached as an exhibit thereto or otherwise) and (ii) the Prepetition Secured Parties, the DIP Lenders, and the Debtors reserve the right to oppose the Official Committee's motion for cause.

24. **Limitations on Charging Expenses**. Except to the extent of the Carve Out and paragraph 22, and except as otherwise provided under an Approved DIP Budget, no costs or expenses of administration of the Chapter 11 Cases at any time, including, without limitation, any costs and expenses incurred in connection with the preservation, protection, or enhancement of realization by the DIP Secured Parties or the Prepetition Secured Parties (as the case may be) upon the DIP Collateral or Prepetition Collateral (as the case may be), shall be charged against or recovered from (a) the DIP Secured Parties or the DIP Collateral (including in respect of the Adequate Protection Liens), or any of the DIP Facility Obligations, or (b) the Prepetition Secured Parties or the Prepetition Collateral, in each case, pursuant to sections 105 or 506(c) of the Bankruptcy Code or any other legal or equitable doctrine (including unjust enrichment) or any similar principle of law, without the prior express written consent of the Required DIP Lenders, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords, as applicable, each in their sole discretion, and no such consent shall be implied, directly or indirectly, from any other action, inaction, or acquiescence by any such agents or creditors (including, without limitation, consent to the Carve Out or the approval of any budget hereunder).

25. **No Marshaling**. In no event shall the DIP Secured Parties or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Facility Obligations, the Prepetition Collateral, or the Prepetition Secured Obligations as applicable, and all proceeds shall be received and applied in accordance with this Final Order, the DIP Credit Agreement and the Prepetition Secured Documents, as applicable.

26. **Equities of the Case**. Further, in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to any of the Prepetition Secured

Parties or Prepetition Collateral; *provided, however*, that (a) the Official Committee shall have the right to assert that any postpetition accretive value pertaining solely with respect to the Omega Prepetition Collateral does not constitute proceeds of the Omega Prepetition Collateral and (b) the Prepetition Secured Parties, the DIP Lenders, and the Debtors reserve the right to oppose such a request.

27. **Joint and Several Liability**. Nothing in this Final Order shall be construed to constitute or authorize a substantive consolidation of any of the Debtors' estates, it being understood, however, that the DIP Loan Parties shall be jointly and severally liable for the obligations hereunder and in accordance with the terms of this Final Order.

28. **Right to Credit Bid**.

(a) The DIP Agents or their designee (at the written direction of the Required DIP Lenders), on behalf of the DIP Secured Parties, unless this Court for cause orders otherwise, shall have the right to credit bid on the DIP Collateral, in accordance with the DIP Loan Documents, up to the full amount of the aggregate outstanding amount of the DIP Facility Obligations, subject to the Prepetition Secured Parties' respective interests in the DIP Collateral, in connection with any sale or other disposition of all or any portion of the DIP Collateral, as provided for in section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same, including, without limitation, any sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any plan subject to confirmation under section 1129(b)(2)(A) of the Bankruptcy Code, and shall automatically be deemed a "qualified bidder" with respect to any disposition of DIP Collateral under or pursuant to (a) section 363 of the Bankruptcy Code, (b) a plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (c) a sale or disposition by a chapter 7 trustee for any of the Debtors under section 725 of the Bankruptcy Code.

(b) The Prepetition ABL Agent or its designee (at the written direction of the Prepetition ABL Lenders), on behalf of the Prepetition ABL Secured Parties, unless this Court for cause orders otherwise, shall have the right to credit bid on the ABL Senior Collateral, in accordance with the Prepetition ABL Documents, up to the full amount of the Prepetition ABL Obligations, in connection with any sale or other disposition of all or any portion of the DIP Collateral, as provided for in section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same, including, without limitation, any sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any plan subject to confirmation under section 1129(b)(2)(A) of the Bankruptcy Code, and shall automatically be deemed a "qualified bidder" with respect to any disposition of ABL Senior Collateral under or pursuant to (a) section 363 of the Bankruptcy Code, (b) a plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (c) a sale or disposition by a chapter 7 trustee for any of the Debtors under section 725 of the Bankruptcy Code.

29. **Rights Preserved**. Notwithstanding anything herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the rights of the DIP Secured Parties or the Prepetition Secured Parties to seek any other or supplemental relief in respect of the Debtors; (b) the rights of the DIP Secured Parties or the Prepetition Secured Parties under the DIP Loan Documents or the Prepetition Secured Documents, the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases, conversion of any or all of the Chapter 11 Cases to a case under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a

Chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable or otherwise) of the DIP Secured Parties or the Prepetition Secured Parties. Notwithstanding anything herein to the contrary, the entry of this Final Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtors', the DIP Loan Parties', or any party in interest's right to oppose any of the relief requested in accordance with the immediately preceding sentence, except as expressly set forth in this Final Order.

30. **No Waiver by Failure to Seek Relief**. The failure or delay on the part of any of the DIP Secured Parties or the Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Final Order, the DIP Loan Documents or the Prepetition Secured Documents, or applicable law, as the case may be, shall not constitute a waiver of any of their respective rights hereunder, thereunder or otherwise. No delay on the part of any party in the exercise of any right or remedy under this Final Order shall preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy. None of the rights or remedies of any party under this Final Order shall be deemed to have been amended, modified, suspended, or waived unless such amendment, modification, suspension, or waiver is express, in writing and signed by the party against whom such amendment, modification, suspension, or waiver is sought. No consents required hereunder by any of the DIP Secured Parties or the Prepetition Secured Parties shall be implied by any inaction or acquiescence by any of the DIP Secured Parties or the Prepetition Secured Parties.

31. **No Deemed Control**. In determining to make, and in providing, any DIP Loans under the DIP Note, or in exercising any rights or remedies as and when permitted pursuant to this Final Order, any Final Order or the DIP Loan Documents, no DIP Secured Party and no Prepetition Secured Party shall be deemed to be in control of any Debtor or its operations or to be

acting as a "responsible person," "managing agent" or "owner or operator" (as such terms are defined in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, et seq., as amended, or any similar state or federal statute) with respect to the operation or management of such Debtor.

32. **Binding Effect of this Final Order**. Immediately upon entry of this Final Order by this Court, this Final Order shall inure to the benefit of the Debtors, the DIP Secured Parties and the Prepetition Secured Parties, and the provisions of this Final Order (including all findings and conclusions of law herein) shall be valid and binding upon the Debtors, the DIP Secured Parties and the Prepetition Secured Parties, any and all other creditors of the Debtors, the Official Committee or other committee appointed in the Chapter 11 Cases, any and all other parties in interest, and the respective successors and assigns of each of the foregoing, including any trustee or other fiduciary hereafter appointed as legal representative of any of the Debtors in any of the Chapter 11 Cases, or upon dismissal or conversion of any of the Chapter 11 Cases; *provided* that, the DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of DIP Collateral or Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee, chapter 11 trustee, or similar responsible person appointed for the estates of the Debtors.

33. **Survival**. The terms and provisions of this Final Order, including, without limitation, (a) the Carve Out and (b) all of the rights, privileges, benefits, and protections afforded herein and in the DIP Loan Documents (including the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, and the Adequate Protection Claims, and any other claims, liens, security interests, and other protections (as applicable)) granted to the DIP Secured Parties and the Prepetition Secured Parties pursuant to this Final Order and the DIP Loan Documents

(collectively, the "DIP Protections"), and any actions taken pursuant hereto or thereto, shall survive, shall continue in full force and effect, shall remain binding on all parties in interest, and shall maintain their priorities, and shall not be modified, impaired, or discharged by (except to the extent consented to in writing by the applicable secured parties), entry of any order that may be entered (i) confirming any plan of reorganization in any of the Chapter 11 Cases; (ii) converting any or all of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (iii) dismissing any or all of the Chapter 11 Cases; or (iv) pursuant to which this Court abstains from hearing any of the Chapter 11 Cases, in each case, until (x) in respect of the DIP Facility, all of the DIP Facility Obligations, pursuant to the DIP Credit Agreement, the DIP Loan Documents and this Final Order, have been indefeasibly paid in full in cash (other than contingent indemnification obligations as to which no claim has been asserted) and all commitments to extend credit under the DIP Facility are terminated. This Court shall retain jurisdiction, notwithstanding any such confirmation, conversion, or dismissal, for the purposes of enforcing such DIP Protections and the Prepetition Secured Parties' adequate protection.

34. **Good Faith under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Final Order**. The DIP Secured Parties and the Prepetition ABL Secured Parties have acted in good faith in connection with the DIP Facility, the DIP Loan Documents, the Interim Financing, and with this Final Order, and their reliance on this Final Order is in good faith. Based on the findings set forth in this Final Order and the record made during the Final Hearing, and in accordance with section 364(e) of the Bankruptcy Code, the DIP Secured Parties are entitled to the protections provided in section 364(e) of the Bankruptcy Code, this Final Order and the DIP Loan Documents to the extent provided therein. If any or all of the provisions of this Final Order are hereafter reversed or modified on appeal, such reversal or modification shall not affect

the validity, priority, or enforceability of the DIP Facility Obligations or the DIP Liens; provided, however, that the DIP Secured Parties shall not be entitled to protection under section 364(e) of the Bankruptcy Code with respect to any funds advanced by the DIP Secured Parties or made available by the Prepetition Secured Parties, as applicable, under the DIP Loan Documents after entry of an order staying this Final Order or any provision of this Final Order authorizing the Debtors to borrow funds under the DIP Loan Documents. Notwithstanding any such reversal or modification of this Final Order or certain provisions thereof on appeal, any DIP Facility Obligations, DIP Liens, or Adequate Protection Liens incurred by the DIP Loan Parties to the DIP Secured Parties or the Prepetition Secured Parties, as the case may be, prior to the actual receipt of written notice by the DIP Agents and the Prepetition Agent of the effective date of such reversal, modification, or stay shall be governed in all respects by the original provisions of this Final Order.

35. **Amendment of the DIP Loan Documents**. The DIP Loan Documents may, from time to time, be amended, amended and restated, modified, or supplemented by the parties thereto without notice or a hearing if the amendment, amendment and restatement, modification, or supplement is not material, and is: (i) in accordance with the DIP Loan Documents; and (ii) not adverse or prejudicial in any material respect to the rights of the Debtors, the estates, or third parties; *provided, however*, all amendments, modifications and waivers of the DIP Loan Documents shall require the consent of the Required DIP Lenders, except in the case of amendments, modifications, or waivers requiring consent from all DIP Lenders, all affected DIP Lenders, or the DIP Agents (or the DIP Agents with the consent in writing of the Required DIP Lenders), including without limitation, certain consent rights in respect of commitments, economics, maturity and the release of collateral as set forth in the DIP Loan Documents. Any material amendment, restatement, modification or supplement to the DIP Loan Documents may

only be made pursuant to an order of this Court, upon notice and a hearing; *provided further however*, that any (i) extension of maturity, (ii) waiver or modification or comprise with respect to any Event of Default, or (iii) amendment to the Approved DIP Budget, including with respect to Permitted Variances, shall require the written consent of the Required DIP Lenders and shall not require entry of an order of this Court; for the avoidance of doubt, the Prepetition ABL Agent retains its rights to seek to termination of the Debtors' ability to continue to use Cash Collateral upon any such consent granted by the Required DIP Lenders and pursuant to the terms set forth in paragraph 18 of this Final Order. The Debtors shall file all amendments, restatements, modification and supplements of the DIP Loan Documents with this Court and serve the same on the U.S. Trustee and the Official Committee.

36. **Chubb Reservation of Rights**. For the avoidance of doubt, (i) the Debtors shall not grant to any other party any senior or equal liens and/or security interests in any property (or the proceeds thereof) held by ACE American Insurance Company and/or any of its U.S.-based affiliates (collectively, and together with each of their predecessors, "Chubb") to secure the Debtors' obligations under any insurance policy issued by Chubb or any related agreements (the "Chubb Collateral") to the extent Chubb has a valid, binding, continuing, enforceable, nonavoidable, perfected lien and security interest in such Chubb Collateral and Chubb's liens and/or security interests in such Chubb Collateral shall be senior to any liens and/or security interests granted pursuant to this Final Order; (ii) this Final Order does not grant the Debtors any right to use any Chubb Collateral; (iii) without altering or limiting any of the foregoing, any insurance policies issued by Chubb and any rights, interests, and claims thereunder shall not be nor shall constitute DIP Collateral and shall not be subject to any liens granted pursuant to this Final Order, and, further, the proceeds of any insurance policy issued by Chubb shall only be

considered to be DIP Collateral to the extent such proceeds are paid and payable to the Debtors (as opposed to a third party claimant) pursuant to the terms of any such applicable insurance policy; and (iv) nothing, including the DIP Loan Documents and/or this Final Order, alters or modifies the terms and conditions of any insurance policies issued by Chubb and/or any agreements related thereto.

37. **Adequate Assurance Deposits**. Notwithstanding anything to the contrary in this Final Order, the interests of the DIP Secured Parties and the Prepetition Secured Parties in any adequate assurance deposit ordered by this Court for the benefit of the Debtors' utilities shall be subordinate to the interests of the Debtors' utilities in such adequate assurance deposit until such time as the adequate assurance deposit is returned to the Debtors.

38. **Limitation of Liability**. Nothing in this Final Order, the DIP Loan Documents, or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties (in each case, in their capacities as such) of (a) any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business, or in connection with their restructuring efforts, or (b) any fiduciary duties to the Debtors, their respective creditors, shareholders, or estates. So long as the DIP Secured Parties comply with their obligations under the DIP Loan Documents and their obligations, if any, under applicable law (including the Bankruptcy Code), (a) the DIP Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, servicer,

bailee, custodian, forwarding agency, or other person; and (b) all risk of loss, damage, or destruction of the DIP Collateral shall be borne by the DIP Loan Parties.

39. **Final Order Controls**. In the event of any conflict or inconsistency between or among the terms or provisions of this Final Order, any of the DIP Loan Documents, unless such term or provision in this Final Order is phrased in terms of "defined in" or "as set forth in" the DIP Loan Documents, the terms and provisions of this Final Order shall govern and control.

40. **Payments Held in Trust**. Except as expressly permitted in this Final Order or the DIP Loan Documents, in the event that any person or entity receives any payment on account of a security interest in the DIP Collateral or receives any DIP Collateral or any proceeds of DIP Collateral prior to indefeasible payment in full in cash of all DIP Facility Obligations under the DIP Loan Documents, and termination of the DIP Commitments in accordance with the DIP Loan Documents, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agents and the DIP Lenders and shall immediately turn over such proceeds to the applicable DIP Agents or DIP Lenders, for application in accordance with the DIP Loan Documents and this Final Order.

41. **Welltower**. Notwithstanding anything to the contrary set forth in this Final Order, to the extent that Welltower NNN Group, LLC holds a valid, properly perfected lien and security interest in any of the DIP Collateral (the "Welltower Liens"), nothing contained herein shall be deemed to prime, impair, or otherwise affect the validity and priority of the Welltower Liens.

42. **United States**. Notwithstanding anything to the contrary contained herein, nothing in this Final DIP Order shall impair or otherwise impact the United States' security interests granted pursuant to the CMC II Settlement, and any such liens shall maintain the same validity and priority as existed prior to the Petition Date.

43. **Lument**. Notwithstanding anything to the contrary set forth in this Final Order, any accounts, accounts receivable, government receivables, deposits, reserves, or other items (a) (i) subject to the Operator Security Agreement dated December 1, 2018, by and between Baya Nursing and Rehabilitation, LLC ("Baya") and Lument Real Estate Capital, LLC, formerly known as Lancaster Pollard Mortgage Company, LLC ("Lument"), (ii) collected after the Debtors' divestiture of Baya's operations at the underlying facility and (iii) solely attributable to the operations of the new operator at such facility and (b) (i) subject to the Operator Security Agreement dated December 1, 2018, by and between Osprey Nursing and Rehabilitation, LLC ("Osprey") and Lument, (ii) collected after the Debtors' divestiture of Osprey's operations at the underlying Facility and (iii) solely attributable to the operations of the new operator at such facility (collectively, the "Excluded Collateral") shall not constitute DIP Collateral except to the extent that the Debtors have an interest in the Excluded Collateral, if any, and nothing contained in this Final Order shall be deemed to prime, release, impair, or otherwise affect the validity and priority of any of Lument's liens or security interests in the Excluded Collateral solely to the extent Lument holds a valid, properly perfected lien and security interest in any of the DIP Collateral or the Excluded Collateral.

44. **Final Order Effective as of the Petition Date**. This Final Order shall take effect and shall be enforceable as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), and 7062 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Final Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Final Order.

45. **Bankruptcy Rules**. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the DIP Motion.

46. **Necessary Action**. The Debtors are authorized and directed to take any and all such necessary actions as are reasonable and appropriate to implement the terms of this Final Order.

47. **Headings**. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

48. **Retention of Jurisdiction**. This Court shall retain jurisdiction to hear, determine and, if applicable, enforce the terms of, any and all matters arising from or related to the DIP Facility and/or this Final Order.

END OF ORDER

Prepared and presented by:

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Proposed Counsel for the Debtors and Debtors-in-Possession

EXHIBIT 1

DIP Credit Agreement

Execution Version

JUNIOR SECURED

DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

dated as of June 21, 2024

by and among

LAVIE CARE CENTERS, LLC

as Borrower, and as Debtor and Debtor-in-Possession under Chapter 11 of the Bankruptcy Code,

and

the other persons identified on Annex B

each as a Guarantor, and collectively as Guarantors,

and

OHI DIP LENDER, LLC,

as Administrative Agent and as a Lender,

and

TIX 33433 LLC,

as Collateral Agent and as a Lender

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ANNEXES

EXHIBITS

SCHEDULES

JUNIOR SECURED DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

THIS CREDIT AND GUARANTY AGREEMENT (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "**Agreement**") is dated as of June 21, 2024 (the "**Closing Date**") by and among **LAVIE CARE CENTERS, LLC**, a Delaware limited liability company ("**LaVie**"), as borrower (together with each other Person joining this Agreement as a "**Borrower**", "**Borrowers**" and individually, each a "**Borrower**"), the Persons identified on Annex B, as a guarantor (together with each other Person joining this Agreement as a "Guarantor", the "**Guarantors**" and individually, each, a "**Guarantor**"), **OHI DIP LENDER, LLC**, a Delaware limited liability company, (individually "**Omega**") as a Lender (as defined below) and as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**"), **TIX 33433 LLC**, a Delaware limited liability company, (individually, "**TIX**") as a Lender and as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**") and the other financial institutions or other entities from time to time parties hereto as a Lender.

RECITALS

WHEREAS, on June 2, 2024 (the "**Petition Date**"), LaVie and certain Affiliates and Subsidiaries of LaVie (each, a "**Debtor**" and collectively, the "**Debtors**") filed voluntary petitions with the Bankruptcy Court initiating their respective cases that are pending under chapter 11 of the Bankruptcy Code (each case of the Borrower and each other Debtor, a "**Chapter 11 Case**" and collectively, the "**Chapter 11 Cases**") and have continued in the possession of their assets and the management of their business pursuant to Section 1107 and 1108 of the Bankruptcy Code;

WHEREAS, the Borrowers have requested that the DIP Lenders provide a multiple-draw junior secured debtor-in-possession term loan credit facility in an aggregate principal amount not to exceed $20,000,000 (such facility on the terms and conditions of this Agreement and the other DIP Financing Documents and the Financing Orders, the "**DIP Facility**"), with all of the Borrowers' obligations under the DIP Facility to be guaranteed by each Guarantor, and the DIP Lenders are willing to extend such credit to the Borrowers on the terms and subject to the conditions set forth herein;

WHEREAS, the relative priority of the DIP Facility with respect to the Collateral granted as security for the payment and performance of the Obligations under this Agreement shall be as set forth in the Interim DIP Order and the Final DIP Order, in each case, upon entry thereof by the Bankruptcy Court, and in the Security Documents;

WHEREAS, all of the claims of, and the Liens granted under the Financing Orders and the DIP Financing Documents, to the Administrative Agent, the Collateral Agent, the DIP Lenders and the other Secured Parties in respect of the DIP Facility shall be subject to the Carve Out;

WHEREAS, Alpha Health Care Properties, LLC, a Florida limited liability company, is party to the Prepetition Omega Master Lease Agreement (as defined below) and each the following other Credit Parties, operates a Project on premises owned by Omega: Ashland Facility Operations, LLC, an Ohio limited liability company; Cary HealthCare, LLC, a Delaware limited liability

company; Emerald Ridge HealthCare, LLC, a Delaware limited liability company; Forrest Oakes HealthCare, LLC, a Delaware limited liability company; Gateway HealthCare, LLC, a Delaware limited liability company; Glenburney HealthCare, LLC, a Delaware limited liability company; Hilltop Mississippi HealthCare, LLC, a Delaware limited liability company; Kannapolis HealthCare, LLC, a Delaware limited liability company; Locust Grove Facility Operations, LLC, an Ohio limited liability company; Luther Ridge Facility Operations, LLC, an Ohio limited liability company; Manor at St. Luke Village Facility Operations, LLC, an Ohio limited liability company; McComb HealthCare, LLC a Delaware limited liability company; Norfolk Facility Operations, LLC, an Ohio limited liability company; Oak Grove Healthcare, LLC, a Delaware limited liability company; Oaks at Sweeten Creek HealthCare, LLC, a Delaware limited liability company; Pavilion at St. Luke Village Facility Operations, LLC, an Ohio limited liability company; Penn Village Facility Operations, LLC, an Ohio limited liability company; Pennknoll Village Facility Operations, LLC, an Ohio limited liability company; Riley HealthCare, LLC, a Delaware limited liability company; Starkville Manor HealthCare, LLC, a Delaware limited liability company; Valley View HealthCare, LLC, a Delaware limited liability company; Walnut Cove HealthCare, LLC, a Delaware limited liability company; Wellington HealthCare, LLC, a Delaware limited liability company; Westwood HealthCare, LLC, a Delaware limited liability company; Willowbrook HealthCare, LLC, a Delaware limited liability company; Wilora Lake HealthCare, LLC, a Delaware limited liability company; Winona Manor HealthCare, LLC, a Delaware limited liability company;

WHEREAS, pursuant to the terms of the Prepetition Omega Master Lease Agreement and the Prepetition Omega Term Loan Facility (as defined below), the Prepetition Omega Master Lease Agreement constitutes one indivisible and non-severable executory contract under section 365 of the Bankruptcy Code, the Prepetition Omega Term Loan Facility was entered into in connection with the Prepetition Omega Master Lease Agreement and is an integral component of the transactions contemplated thereunder, and the Prepetition Omega Master Lease Agreement and the Prepetition Omega Term Loan Facility represent a single integrated transaction.

WHEREAS, the Borrowers and the Guarantors are engaged in related businesses, and each Guarantor will derive substantial direct and indirect benefit from the making of the extensions of credit to the Borrowers under this Agreement; and

WHEREAS, in connection with the execution and delivery of this Agreement and the other DIP Financing Documents and entry of the Interim DIP Order and the Final DIP Order, the Guarantors, as applicable, agree to guarantee the Obligations, and the Borrowers and each Guarantor agree to secure all of the Obligations by granting to the Collateral Agent, for the benefit of the Secured Parties, a lien and security interest to, under and in respect of, and on, substantially all of each their respective assets, on and subject to the terms and priorities set forth in the Interim DIP Order and the Final DIP Order and the DIP Financing Documents.

AGREEMENT

NOW, **THEREFORE**, in consideration of the premises and the agreements, provisions and covenants herein contained. Credit Parties, Lenders and Agents agree as follows:

ARTICLE 1- DEFINITIONS

Section 1.1 Certain Defined Terms. The following terms have the following meanings:

"**ABL Adequate Protection**" has the meaning specified therefor in the Interim DIP Order.

"**Acceleration Event**" means the occurrence of (a) an Event of Default (i) in respect of which the Required Lenders have declared all or any portion of the Obligations to be immediately due and payable pursuant to Section 10.2 and (ii) automatically, without declarations no notice, pursuant to Sections 10.1(a), 10.1(e), 10.1(f) 10.1(i), 10.1(m), 10.1(q), 10.1(s), 10.1(t), 10.1(u), 10.1(v), 10.1(w), 10.1(y), 10.1(z), 10.1(aa), 10.1(bb), 10.1(cc), 10.1(dd), 10.1(ee), 10.1(ff), 10.1(gg), 10.1(ii), 10.1(jj), 10.1(kk), 10.1(ll), 10.1(mm), 10.1(nn), 10.1(oo), 10.1(pp), 10.1(qq), and 10.1(rr), and/or (b) the Termination Date.

"**Account Debtor**" means "account debtor", as defined in Article 9 of the UCC. and any other obligor in respect of an Account.

"**Accounts**" has the meaning specified therefor in the Security Agreement.

"**Additional Debtor**" has the meaning specified therefor in Section 4.11(e).

"**Adequate Protection Claims**" has the meaning specified therefor in the Financing Orders.

"**Administrative Agent**" has the meaning specified therefor in the Preamble to this Agreement.

"**Administrative Credit Party**" has the meaning set forth in Section 12.15.

"**Affiliate**" means, with respect to any Person, (a) any Person that directly or indirectly controls such Person, and (b) any Person which is controlled by or is under common control with such controlling Person. As used in this definition, the term "control" of a Person means the possession, directly or indirectly, of the power to vote ten percent (10%) or more of any class of voting securities of such Person or to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Affiliated Lease Agreements**" means Prepetition Omega Master Lease Agreement and other Prepetition Omega Master Lease Documents.

"**Affiliated Lease Obligations**" means, collectively, the obligations of the master tenant, the subtenants and the guarantors of the Affiliated Lease Agreements.

"**Agent**" or "**Agents**" means (a) the Administrative Agent and (b) the Collateral Agent, or either or both of them as the context requires.

"**Anti-Terrorism Laws**" means any Laws relating to terrorism, money laundering, or economic sanctions, including, without limitation, Executive Order No. 13224 (effective

September 24, 2001), the USA PATRIOT Act, the Laws comprising or implementing the Bank Secrecy Act and the Laws administered by OFAC.

"**Approved DIP Budget**" has the meaning specified therefor in the Interim DIP Order.

"**Asset Disposition**" means any sale, lease, license, transfer, assignment or other consensual disposition by any Credit Party of any asset.

"**Bank Product Agreements**" means those agreements entered into from time to time by a Credit Party or its Subsidiaries with a Lender or Affiliate of a Lender in connection with the obtaining of any of the Bank Products.

"**Bank Products**" means any one or more of the following financial products or accommodations extended to any Credit Party by Lender or any Affiliate of a Lender: (a) credit cards (including commercial cards (including so-called "purchase cards", "procurement cards" or "p-cards")), (b) credit card processing services, (c) debit cards, (d) stored value cards, or (e) Cash Management Services.

"**Bankruptcy Code**" means Title 11 of the United States Code entitled "Bankruptcy", as the same may be amended, modified or supplemented from time to time, and any successor statute thereto.

"**Bankruptcy Court**" means the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division or any other court having jurisdiction over the Chapter 11 Cases from time to time.

"**Bankruptcy Laws**" means each of (i) the Bankruptcy Code, (ii) any domestic or foreign law relating to liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, administration, insolvency, reorganization, debt adjustment, receivership or similar debtor relief from time to time in effect and affecting the rights of creditors generally (including without limitation any plan of arrangement provisions of applicable corporation statutes), and (iii) any order made by a court of competent jurisdiction in respect of any of the foregoing.

"**Bidding Procedures**" means the procedures enumerated in Section 4.12 hereof.

"**Bidding Procedures Order**" has the meaning set forth in Section 4.12.

"**Blocked Person**" means any Person: (a) listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224, (b) with which any Lender is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, (c) that commits, threatens or conspires to commit or supports "terrorism" as defined in Executive Order No. 13224, (d) that is identified on any of the OFAC Lists or other lists maintained pursuant to any Anti-Terrorism Law or (e) owned or controlled by, or acting for or on behalf of, any of the foregoing.

"**Borrower**" and "**Borrowers**" have the meanings set forth in the Preamble to this Agreement.

"**Business Day**" means any day except a Saturday, Sunday or other day on which either the New York Stock Exchange is closed, on which commercial banks in Washington, DC, Atlanta, Georgia, and New York City, New York are authorized by law to close, or on which the Bankruptcy Court is authorized by law to close.

"**Capital Lease Obligations**" means, al any lime, as to any Person, the obligations of such Person to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or tangible personal property, or a combination thereof, to the extent such obligations are required to be classified and accounted for as capital leases or similar lease financing obligations on a balance sheet of such Person under GAAP and, for the purposes of this Agreement, the amount of such obligations at any time shall be the capitalized amount thereof at such time determined in accordance with GAAP; *provided*, *however*, notwithstanding the foregoing, in no event will any lease that would have been categorized as an operating lease (including the Operating Leases) as determined in accordance with GAAP as of the Closing Date, be considered a capital lease for purposes of this definition as a result of any changes in GAAP subsequent to the Closing Date, except as may be agreed to in writing by Required Lenders and Borrowers.

"**Carve Out**" has the meaning specified therefor in the Interim DIP Order.

"**Carve Out Trigger Notice**" has the meaning specified therefor in the Interim DIP Order.

"**Cash Management Services**" means any cash management or related services including treasury, depository, return items, overdraft, controlled disbursement, merchant store value cards, e-payables services, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve FedLine system) and other customary cash management arrangements.

"**CERCLA**" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980,42 U.S.C.A. § 9601 *et seq*., as the same may be amended from time to time.

"**Change in Control**" means any of the following: (a) any change in the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of, or voting control over, voting securities, partnership interests or other equity interests, by contract, by appointment, or otherwise; (b) LV Operations I, LLC, a Delaware limited liability company ("**LVO**") or, if any Person that is a direct or indirect parent of LVO becomes an Additional Debtor, each such Additional Debtor and LVO, shall cease to own, directly or indirectly, 100% of the outstanding equity interests in each Borrower and the other Credit Parties, or shall cease to Control each Borrower and the other Credit Parties; (c) James D. Decker shall cease for any reason to serve as the "Independent Manager" (such date the "**Service Cessation Date**") in accordance with the terms and conditions of the Independent Manager Agreement, dated as of May 20, 2024 (as amended, supplemented or otherwise modified from time to time with the approval of the DIP Lenders, the "**Independent Manager Agreement**") (including the expiration of the term of such agreement), and a replacement "Independent Manager" acceptable to the Agents and the Lenders is not engaged within ten (10) Business Days

of the Service Cessation Date on terms acceptable to the Agents and the Lenders; or (d) in the event that there is no Independent Director at any time.

"**Chapter 11 Case**" and "**Chapter 11 Cases**" have the respective meanings set forth in the Recitals to this Agreement.

"**Closing Date**" has the meaning set forth in the Preamble to this Agreement.

"**CMS**" means the federal Centers for Medicare and Medicaid Services (formerly the federal Health Care Financing Administration), and any successor Governmental Authority.

"**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

"**Collateral**" has the meaning assigned to the term "DIP Collateral" set forth in the Financing Orders and in the Security Agreement.

"**Collateral Agent**" has the meaning set forth in the Preamble to this Agreement.

"**Commitment Annex**" means Annex A to this Agreement.

"**Committee**" means any statutory committee of unsecured creditors appointed by the United States Trustee in relation to the Chapter 11 Cases.

"**Committee Professionals**" has the meaning specified therefor in the Interim DIP Order.

"**Contingent Obligation**" means, with respect to any Person, any direct or indirect liability of such Person: (a) with respect to any Debt of another Person (a "**Third Party Obligation**") if the purpose or intent of such Person incurring such liability, or the effect thereof, is to provide assurance to the obligee of such Third Party Obligation that such Third Party Obligation will be paid or discharged, or that any agreement relating thereto will be complied with, or that any holder of such Third Party Obligation will be protected, in whole or in part, against loss with respect thereto; (b) with respect to any undrawn portion of any letter of credit issued for the account of such Person or as to which such Person is otherwise liable for the reimbursement of any drawing; (c) to make take-or-pay or similar payments if required regardless of nonperformance by any other party or parties to an agreement; or (d) for any obligations of another Person pursuant to any Guarantee or pursuant to any agreement to purchase, repurchase or otherwise acquire any obligation or any property constituting security therefor, to provide funds for the payment or discharge of such obligation or to preserve the solvency, financial condition or level of income of another Person. The amount of any Contingent Obligation shall be equal to the amount of the obligation so Guaranteed or otherwise supported or, if not a fixed and determinable amount, the maximum amount so Guaranteed or otherwise supported.

"**Control**" means the possession, directly or indirectly through one or more intermediaries, of the power to direct the management and policies of a Person, whether through the ownership of equity interests, by contract, or otherwise.

"**Controlled Group**" means all members of any group of corporations and all members of a group of trades or businesses (whether or not incorporated) under common control which, together with any Borrower, are treated as a single employer under Section 414(b), (c), (m) or (o) of the Code or Section 4001(b) of ERISA.

"**Credit Exposure**" means, at any time, any of the Loans and DIP Term Loan Commitments outstanding, together with all other Obligation; *provided*, *however*, that no Credit Exposure shall be deemed to exist solely due to the existence of contingent indemnification liability, absent the assertion of a claim, or the known existence of a claim reasonably likely to be asserted, with respect thereto.

"**Credit Party**" means any Borrower or Guarantor or any other Person that is a guarantor of, or other credit support provider with respect to, the Obligations or any part thereof, whether now existing or hereafter acquired or formed, that becomes obligated as a borrower, guarantor, surety, indemnitor, pledgor, assignor or other obligor under any Financing Document; and "**Credit Parties**" means all such Persons, collectively.

"**Debt**" of a Person means at any date, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (c) all obligations of such Person to pay the deferred purchase price of property or services, except trade accounts payable arising and paid on a timely basis and in the Ordinary Course of Business, (d) all Capital Lease Obligations of such Person, (e) all obligations of such Person to reimburse any bank or other Person in respect of amounts paid under a letter of credit, banker's acceptance or similar instrument, (f) all Disqualified Equity Interests of such Person, (g) all obligations secured by a Lien on any asset of such Person, whether or not such obligation is otherwise an obligation of such Person, (h) "earnouts", purchase price adjustments, profit sharing arrangements, deferred purchase money amounts and similar payment obligations or continuing obligations of any nature of such Person arising out of purchase and sale contracts, (i) all Debt of others Guaranteed by such Person, (j) off-balance sheet liabilities and/or Pension Plan or Multiemployer Plan liabilities of such Person, and (k) obligations arising under bonus, deferred compensation, incentive compensation or similar arrangements, other than those arising in the Ordinary Course of Business. Without duplication of any of the foregoing, Debt of Borrowers shall include any and all Loans.

"**Debtor Professionals**" has the meaning specified therefor in the Interim DIP Order.

"**Default**" means any condition or event which with the giving of notice or lapse of time or both would, unless cured or waived, become an Event of Default.

"**Default Rate**" means an annual rate equal to the Interest Rate then applicable plus two percent (2.00)%.

"**Deposit Account**" has the meaning specified therefor in the Security Agreement.

"**Deposit Account Control Agreement**" means an agreement, in form and substance reasonably satisfactory to Collateral Agent, among Collateral Agent, any Credit Party and each

financial institution in which any Credit Party maintains a Deposit Account, as the same may be modified, supplemented or amended or amended and restated from time to time.

"**DIP Financing Documents**" or "**Financing Documents**" means this Agreement, the Financing Orders, the DIP Term Sheet, any Notes, the Security Documents, the Approved DIP Budget, all UCC financing statements, any subordination or intercreditor agreement pursuant to which any Debt and/or any Liens securing such Debt is subordinated to all or any portion of the Obligations and all other documents, instruments and agreements and any other documents executed or delivered in connection with the Obligations or the transactions contemplated hereby, including any Deposit Account Control Agreement, as the same may from time to time be amended, modified, supplemented or restated, and is defined as the "DIP Loan Documents" in the Financing Orders.

"**DIP Lender**" and "**Lender**" means each of (a) Omega in its capacity as a lender hereunder, and (b) TIX in its capacity as a lender hereunder, (c) each other Person that becomes a party hereto as Lender pursuant to Section 11.17, and (d) the respective successors of all of the foregoing, and "Lenders" and "DIP Lenders" means all of the foregoing.

"**DIP Liens**" has the meaning specified therefor in the Interim DIP Order.

"**DIP Order Intercreditor Provisions**" means Paragraph 5 of the Interim DIP Order or its corollary in the Final DIP Order, as applicable.

"**DIP Proceeds Account**" means a segregated deposit account that is not subject to any Lien other than Liens in favor of Agents and Lenders arising under any Security Document or under the Financing Orders.

"**DIP Superpriority Claims**" has the meaning assigned to such term set forth in the Financing Orders.

"**DIP Term Loan**" and "**Term Loan**" has the meaning set forth in Section 2.1(a)."**DIP Term Loan Commitment Amount**" means, (a) as to any Lender that is a Lender on the Closing Date, the dollar amount set forth opposite such Lender's name on the Commitment Annex under the column "Term Loan Commitment Amount", as such amount may be adjusted from time to time by any amounts assigned (with respect to such Lender's portion of Term Loans outstanding and its commitment to make advances in respect of the Term Loan) pursuant to the terms of any and all effective assignment agreements to which such Lender is a party, and (b) as to any Lender that becomes a Lender after the Closing Date, the amount of the "Term Loan Commitment Amount(s)" of other Lenders assigned to such new Lender pursuant to the terms of the effective assignment agreement(s) pursuant to which such new Lender shall become a Lender, as such amount may be adjusted from time to time by any amounts assigned (with respect to such Lender's portion of Term Loans outstanding and its commitment to make advances in respect of the Term Loan) pursuant to the terms of any and all effective assignment agreements to which such Lender is a party.

"**DIP Term Loan Commitment Percentage**" means, as to any Lender, (a) on the Closing Date, the percentage set forth opposite such Lender's name on the Commitment Annex under the

column "Term Loan Commitment Percentage" (if such Lender's name is not so set forth thereon, then, on the Closing Date, such percentage for such Lender shall be deemed to be zero), and (b) on any dale following the Closing Date, the percentage equal to the DIP Term Loan Commitment Amount of such Lender on such dale divided by the DIP Term Loan Commitment on such date.

"**DIP Term Loan Commitments**" means the sum of each Lender's DIP Term Loan Commitment Amount, which was equal to Twenty Million Dollars ($20,000,000) on the Closing Date.

"**DIP Term Sheet**" means that certain Summary of Proposed Terms and Conditions, dated as of June 2, 2024, by and among the Credit Parties, the Agents and the Lenders, annexed as Exhibit 1 to the Interim DIP Order.

"**Disqualified Equity Interests**" means any equity interest that, by its terms (or by the terms of any security or other equity interests into which it is convertible or for which it is exchangeable), or upon the happening of any event or condition (a) matures or is mandatorily redeemable (other than solely for Qualified Equity Interests), pursuant to a sinking fund obligation or otherwise (except as a result of a change in control or asset sale so long as any rights of the holders thereof upon the occurrence of a change in control or asset sale event shall be subject to Payment in Full and the termination of the DIP Term Loan Commitment), (b) is redeemable at the option of the holder thereof (other than solely for Qualified Equity Interests), in whole or in part, (c) provides for the scheduled payments of dividends in cash, or (d) is or becomes convertible into or exchangeable for Debt or any other equity interests that would constitute Disqualified Equity Interests, in each case, prior to the date that is one hundred eighty (180) days after the Termination Date.

"**DOJ Payment Obligations**" means the outstanding payment obligations under the DOJ Settlement Agreement and the DOJ Security Documents.

"**DOJ Security Documents**" means (i) the Guaranty Agreement from the Non-Debtor Affiliates (as defined in the DOJ Settlement Agreement), which includes Tenant and the Subtenants (each as defined therein), in favor of the United States of America, (ii) the Guaranty Agreement from the Non-Debtor Affiliates in favor of Angela Ruckh, (iii) the Guaranty agreement from the Non-Debtor Affiliates in favor of the official committee of unsecured creditors in the Chapter 11 Cases (as defined in the DOJ Settlement Agreement), (iv) the Guaranty agreement from the Non-Debtor Affiliates in favor of the Debtors (as defined in the DOJ Settlement Agreement) and (v) the Security Agreement from CPSTN Operations, LLC, Pourlessoins, LLC, Josera, LLC, Lidenskab, LLC, NSPRMC, LLC, and Consulate Management Company III, LLC, as manager, and Green Cove Facility Operations, LLC and Perry Facility Operations, LLC, as debtors, in favor of the United States of America, as secured party.

"**DOJ Settlement Agreement**" means that certain Settlement Agreement dated on or about November 30, 2021, among CPSTN Operations, LLC, LaVie Care Centers, LLC, the Debtors in the chapter 11 cases jointly administered under the caption of In re CMC II, LLC, Case No. 21-10461 (Bankr. D. Del.), the United States of America, acting through the Department of Justice on behalf of the agencies and departments described therein, and Angela Ruckh.

"**Dollars**" or "**$**" means the lawful currency of the United States of America.

"**Environmental Laws**" means any present and future federal, state and local laws, statutes, ordinances, rules, regulations, standards, policies and other governmental directives or requirements, as well as common law, pertaining to the environment, natural resources, pollution, health (including any environmental clean-up statutes and all regulations adopted by any local, state, federal or other Governmental Authority, and any statute, ordinance, code, order, decree, law rale or regulation all of which pertain to or impose liability or standards of conduct concerning medical waste or medical products, equipment or supplies), safety or clean-up that apply to any Borrower or the Project and relate to Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601 *et seq*.), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 *et seq*.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq*.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 *et seq*.), the Clean Air Act (42 U.S.C. § 7401 *et seq*.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 *et seq*.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 *et seq*.). the Occupational Safety and Health Act (29 U.S.C. § 651 *et seq*.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. § 4851 *et seq*.), any analogous state or local laws, any amendments thereto, and the regulations promulgated pursuant to said laws, together with all amendments from time to time to any of the foregoing and judicial interpretations thereof.

"**Environmental Liens**" means all Liens and other encumbrances imposed pursuant to any Environmental Law, whether due to any act or omission of any Borrower or any other Person.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as the same may be amended, modified or supplemented from time to time, and any successor statute thereto, and any and all rules or regulations promulgated from time to time thereunder.

"**ERISA Plan**" means any "employee benefit plan", as such term is defined in Section 3(3) of ERISA (other than a Multiemployer Plan) that is subject to Section 412 of the Code or Title IV of ERISA and is sponsored by, contributed to or maintained by any Credit Party.

"**Event of Default**" has the meaning set forth in Section 10.1.

"**Excluded Subsidiary**" means any Immaterial Credit Party, any Inactive Subsidiary, any Affiliate of any Credit Party that is not a debtor in a Chapter 11 Case and, without limiting the foregoing, each of the other Subsidiaries identified as "Excluded Subsidiaries" on Schedule 1.1(EXS).

"**Excluded Taxes**" means any of the following Taxes imposed on or with respect to any Agent, or any Lender or required to be withheld or deducted under applicable Law from a payment to any Agent or any Lender: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case, (i) imposed as a result of such recipient being organized under the laws of, or having its principal office or, in the case of any Lender, its applicable lending office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes, (b) in the case of any Lender, any United States federal withholding Taxes imposed on amounts payable to or for the account of

such recipient under this Agreement or any other Financing Document pursuant to a law in effect on the date on which (i) such Person becomes a Lender hereunder (other than as a result of an assignment requested by a Borrower pursuant to the provisions of this Agreement) or (ii) such Person changes its lending office, except in each case to the extent that, pursuant to Section 2.8(a) (including by operation of Section 11.17), amounts with respect to such Taxes were payable either to such Person's assignor immediately before such Person became a party hereto or to such Person immediately before it changed its lending office; (c) Taxes attributable to such recipient's failure to comply with Section 2.8(d) and (d) any United States federal withholding Taxes imposed under FATCA.

"**Exit Fee**" has the meaning set forth in Section 2.2.

"**Extraordinary Receipts**" means any cash received by any Credit Party not in the Ordinary Course of Business from (x) condemnation proceeds and proceeds of insurance (other than business interruption insurance) paid on account of any loss or damage of any property or assets of any Credit Party; (y) judgments, proceeds of settlements or claims or similar consideration in connection with any cause of action; or (z) any other receipts not in the Ordinary Course of Business of any kind.

"**FATCA**" means Sections 1471 through 1474 of the Code, effective as of the Closing Date (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, and any agreements entered into pursuant to Section 1471(b)(1) of the Code.

"**FC Investors XXI**" means FC Investors XXI, LLC, a Delaware limited liability company.

"**Final DIP Order**" means a final order of the Bankruptcy Court in substantially the form of the Interim DIP Order, with only such modifications thereto as are reasonably necessary to convert the Interim DIP Order to a final order and such other modification as are satisfactory in form and substance satisfactory to the Lenders.

"**Financing Orders**" means, the Interim DIP Order and the Final DIP Order.

"**Fiscal Year**" means a Fiscal Year of Credit Parties, ending on December 31 of each calendar year.

"**GAAP**" means generally accepted accounting principles set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board (or agencies with similar functions of comparable stature and authority within the United States accounting profession), which are applicable to the circumstances as of the date of determination.

"**Governmental Account Debtor**" means any Account Debtor that is a Governmental Authority, including, without limitation, Medicare and Medicaid.

"**Governmental Authority**" means any nation or government, any state or other political subdivision thereof, and any agency, department or Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other Person owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing, whether domestic or foreign.

"**Guarantee**" by any Person means any obligation, contingent or otherwise, of such Person directly or indirectly guaranteeing any Debt or other obligation of any other Person and, without limiting the generality of the foregoing, any obligation, direct or indirect, contingent or otherwise, of such Person (a) to purchase or pay (or advance or supply funds for the purchase or payment of) such Debt or other obligation (whether arising by virtue of partnership arrangements, by agreement to keep-well, to purchase assets, goods, securities or services, to take-or-pay, or to maintain financial statement conditions or otherwise), or (b) entered into for the purpose of assuring in any other manner the obligee of such Debt or other obligation of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part), *provided*, *however*, that the term Guarantee shall not include endorsements for collection or deposit in the Ordinary Course of Business. The term "**Guarantee**" used as a verb has a corresponding meaning.

"**Guarantor**" means any Credit Party party hereto as a "Guarantor" or that that has executed or delivered, or shall in the future execute or deliver, any Guarantee of any portion of the Obligations.

"**Hazardous Materials**" means petroleum and petroleum products and compounds containing them, including gasoline, diesel fuel and oil; explosives, flammable materials; radioactive materials; polychlorinated biphenyls and compounds containing them; lead and lead-based paint; asbestos or asbestos-containing materials; underground or above-ground storage tanks, whether empty or containing any substance; any substance the presence of which on the Project is prohibited by any Environmental Laws; toxic mold, any substance that requires special handling; and any other material or substance now or in the future defined as a "hazardous substance," "hazardous material," "hazardous waste," "toxic substance," "toxic pollutant," "contaminant," "pollutant" or other words of similar import within the meaning of any Environmental Law, including: (a) any "hazardous substance" defined as such in (or for purposes of) CERCLA, or any so-called "superfund" or "superlien" Law, including the judicial interpretation thereof; (b) any "pollutant or contaminant" as defined in 42 U.S.C.A. § 9601(33); (c) any material now defined as "hazardous waste" pursuant to 40 C.E.R. Part 260; (d) any petroleum or petroleum by-products, including crude oil or any fraction thereof; (e) natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel; (f) any "hazardous chemical" as defined pursuant to 29 C.F.R. Part 1910; (g) any toxic or harmful substances, wastes, materials, pollutants or contaminants (including, without limitation, asbestos, polychlorinated biphenyls ("**PCB's**"), flammable explosives, radioactive materials, infectious substances, materials containing lead-based paint or raw materials which include hazardous constituents); and (h) any other toxic substance or contaminant that is subject to any Environmental Laws or other past or present requirement of any Governmental Authority.

"**Hazardous Materials Contamination**" means contamination (whether now existing or hereafter occurring) of the improvements, buildings, facilities, personalty, soil, groundwater, air

or other elements on or of the relevant property by Hazardous Materials, or any derivatives thereof, or on or of any other property as a result of Hazardous Materials, or any derivatives thereof, generated on, emanating from or disposed of in connection with the relevant property.

"**Healthcare Laws**" means all applicable Laws relating to the possession, control, warehousing, marketing, sale, distribution and dispensing of pharmaceuticals, the operation of medical or senior housing facilities (such as, but not limited to, nursing homes, skilled nursing facilities, rehabilitation hospitals, intermediate care facilities and adult care facilities) (including any Project), patient healthcare, patient healthcare information, patient abuse, the quality and adequacy of medical care, rate setting, equipment, personnel, operating policies, fee splitting, including, without limitation, (a) all federal and state fraud and abuse laws, including, without limitation, the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(6)), the Stark Law (42 U.S.C. § 1395nn), the civil False Claims Act (31 U.S.C. § 3729 et seq.), (b) TRICARE, (c) HIPAA. (d) Medicare, (e) Medicaid, (f) the Patient Protection and Affordable Care Act (P.L. 111-1468), (g) The Health Care and Education Reconciliation Act of 2010 (P.L. 111-152), (h) quality, safety and accreditation standards and requirements of all applicable state laws or regulatory bodies, (i) all laws, policies, procedures, requirements and regulations pursuant to which Healthcare Permits are issued, and (i) any and all other applicable health care laws, regulations, manual provisions, policies and administrative guidance, each of (a) through (j) as may be amended from time to time.

"**Healthcare Permit**" means a Permit (a) issued or required under Healthcare Laws applicable to the business of any Borrower or any of its Subsidiaries or necessary in the possession, ownership, warehousing, marketing, promoting, sale, labeling, furnishing, distribution or delivery of goods or services under Healthcare Laws applicable to the business of any Borrower or any of its Subsidiaries, and/or (b) issued by any Person from which any Borrower has, as of the Closing Date, received an accreditation.

"Immaterial Credit Party" means each of the Credit Parties identified on Schedule 1.1(IMCP).

"**Inactive Subsidiaries**" means those Subsidiaries existing as of the date of this Agreement but not conducting business, which are scheduled on Schedule 1.1(IAS).

"**Indemnified Taxes**" means all Taxes (including any Other Taxes) other than Excluded Taxes.

"**Indemnitees**" has the meaning set forth in Section 12.14.

"**Independent Director**" means in relation to any Credit Party, a member of the board of directors who is not an employee, partner, shareholder or officer of any Credit Party or any of its affiliates.

"**Initial DIP Budget**" has the meaning specified therefor in the Interim DIP Order. A copy of the Initial DIP Budget is attached as Exhibit B.

"**Instrument**" means "instrument", as defined in Article 9 of the UCC.

"**Intellectual Property**" means, with respect to any Person, all patents and patent applications, including divisions, continuations, reissues, extensions and continuations-in-part of the same; trademarks, trade names, trade dress, service marks, logos and other similar business identifiers, whether registered or not, and to the extent permitted under applicable Law, any registrations and applications therefor, and the goodwill of the business of such Person connected with the use thereof and symbolized thereby; copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative works, whether published or unpublished; proprietary technology, know-how and processes, operating manuals, trade secrets, computer hardware and software and rights to unpatented inventions; and all claims for damages by way of any past, present or future infringement of any of the foregoing.

"**Interest Period**" means any period commencing on the first day of a calendar month and ending on the last day of such calendar month.

"**Interest Rate**" means an annual rate of ten percent (10%).

"**Interim DIP Order**" means that certain *Interim Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing for June 27, 2024, and (V) Granting Related Relief*, entered in the Chapter 11 Cases and located at Docket number 49, attached as Exhibit C.

"**Inventory**" has the meaning specified therefor in the Security Agreement.

"**Investment**" means any investment in any Person, whether by means of acquiring (whether for cash, property, services, securities or otherwise), making, extending or holding Debt, securities, capital contributions, loans, time deposits, advances, options, warrants, or other equity interests, ownership or profit interest, Guarantees or otherwise. The amount of any Investment shall be the original cost of such Investment *plus* the cost of all additions thereto, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect thereto.

"**Knowledge**" means with respect to any Credit Party, (i) the actual knowledge of such Credit Party and Synergy, solely and exclusively in its capacity as an advisor to the Debtors (the "**Debtor Group Advisor**"), or (ii) facts and/or circumstances of which a Credit Party or the Debtor Group Advisor should have been aware following reasonable inquiry.

"**Laws**" means collectively, the common law and any and all federal, state, provincial, territorial, local and foreign statutes, laws, judicial decisions, regulations, ordinances, rules, judgments, orders, decrees, codes, injunctions, permits, governmental agreements and governmental restrictions, whether now or hereafter in effect, which are applicable to any Credit Party in any particular circumstance. "**Laws**" includes, without limitation, Healthcare Laws, Environmental Laws, and Bankruptcy Laws.

"**Lien**" means, any mortgage, lien, deed of trust, pledge, hypothecation, charge, assignment for security, security interest, encumbrance, or levy of any kind whether voluntarily incurred or arising by operation of law or otherwise, against any property, any conditional sale or other title

retention agreement, and any lease in the nature of a security interest. For the purposes of this Agreement and the other DIP Financing Documents, any Credit Party or any Subsidiary shall be deemed to own subject to a Lien any asset that it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, any agreement relating to a Capital Lease Obligation or other title retention agreement relating to such asset.

"**Litigation**" means any action, suit or proceeding before any court, mediator, arbitrator or Governmental Authority.

"**Loan Account**" has the meaning set forth in Section 2.6(b).

"**Loan(s)**" means the DIP Term Loan and any other extension of credit by Lender to Borrowers pursuant to this Agreement, or any combination of the foregoing, as the context may require.

"**Manager**" has the meaning set forth in Section 8.3(c).

"**Material Adverse Effect**" means with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), whether singly or in conjunction with any other event or events, act or acts, condition or conditions, occurrence or occurrences, whether or not related, (a) a material adverse change in, or a material adverse effect upon, any of (i) the condition (financial or otherwise), operations, business, properties or prospects of the Credit Parties, taken as a whole, (ii) the rights and remedies of Agents or Lenders under any DIP Financing Document, or the ability of any Credit Party to perform any of its obligations under any DIP Financing Document to which it is a party, (iii) the legality, validity or enforceability of any DIP Financing Document, (iv) the existence, perfection or priority of any security interest or Lien granted in any DIP Financing Document, or (v) the value of the Collateral, taken as a whole or (b) any adverse change to the continued payment or collectability of the Credit Parties' Accounts taken as a whole; *provided*, *however* that "Material Adverse Effect" shall not include or be a reference to the filing of the Chapter 11 Cases, the events and conditions related to, and resulting from and the effects of such filing(s) thereon, and any action required to be taken under the DIP Financing Documents or the Financing Orders.

"**Material Contracts**" has the meaning set forth in Section 3.17.

"**Maximum Lawful Rate**" has the meaning set forth in Section 2.7.

"**Medicaid**" means the medical assistance programs administered by state agencies and approved by CMS pursuant to the terms of Title XIX of the Social Security Act, codified at 42 U.S.C. 1396 *et seq*.

"**Medicare**" means the program of health benefits for the aged and disabled administered by CMS pursuant to the terms of Title XVIII of the Social Security Act, codified at 42 U.S.C. 1395 *et seq*.

"**Mortgage Lender**" means any lender providing real estate financing with respect to the real property related to any Project.

"**Mortgage Lender Intercreditor Agreement**" means any agreement between the Prepetition Omega Term Loan Agent and a Mortgage Lender, as the same may be amended, supplemented, restated or otherwise modified from time to time in accordance with the terms thereof, pursuant to which the Mortgage Lender Liens are subordinated in any way to the Liens created under the Security Documents, in form and substance acceptable to the Required Lenders; *provided* that an acknowledgment by a Mortgage Lender to be bound by the terms of a Landlord Intercreditor Agreement, in form and substance acceptable to the Required Lenders, shall be deemed a Mortgage Lender Intercreditor Agreement.

"**Mortgage Lender Liens**" means any Lien granted by a Credit Party to the landlord of any Project which has been collaterally assigned to a Mortgage Lender to secure a loan made by such Mortgage Lender to such landlord, but, if such security interest covers the Collateral, then only if such security interest in the Collateral (other than the Permits) is subordinated to the Liens of the Agents and Lenders under the Security Documents.

"**Multiemployer Plan**" means a multiemployer plan within the meaning of Section 4001(a)(3) of ERISA to which any Borrower or any other member of the Controlled Group (or any Person who in the last five years was a member of the Controlled Group) is making or accruing an obligation to make contributions or has within the preceding five plan years (as determined on the applicable date of determination) made contributions.

"**Net Cash Proceeds**" means (a) in connection with any Extraordinary Receipt or asset disposition (other than any Permitted Asset Disposition under clauses (a) or (b) of the definition thereof), the proceeds thereof received by the Debtors in the form of cash or cash equivalents (including any such proceeds received by way of deferred payment of principal pursuant to a note or installment receivable or purchase price adjustment receivable or otherwise, but only as and when received) of such Extraordinary Receipt or asset disposition, net of the sum of (i) reasonable out-of-pocket attorneys' fees, accountants' fees and investment banking and advisory fees incurred by the Credit Parties in connection with such Extraordinary Receipt or asset disposition, (ii) in the case of any asset disposition or Extraordinary Receipt, principal, premium or penalty, interest and other amounts required to be paid in respect of Debt secured by a Lien permitted hereunder on any asset which is the subject of such asset disposition or Extraordinary Receipt (other than any Lien which is expressly subordinate to the Liens under the DIP Financing Documents), (iii) taxes (including sales, transfer, deed or mortgage recording taxes) paid or reasonably estimated to be payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements) and (iv) any reserve established in accordance with GAAP; *provided* that such reserved amounts shall be Net Cash Proceeds to the extent and at the time of any reversal (without the satisfaction of any applicable liabilities in cash in a corresponding amount) of any such reserve.

"**Non-Divested Credit Party**" means any Debtor operating one of the Debtors' forty-three (43) licensed facilities as of the Petition Date and as identified on Schedule 1.1.

"**Note**" has the meaning set forth in Section 2.3.

"**Obligations**" means all obligations, liabilities and indebtedness (monetary (including, without limitation, the payment of interest and other amounts arising after the commencement of any case (including the Chapter 11 Cases) with respect to any Credit Party under the Bankruptcy Code or any similar statute which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case) or otherwise) of each Credit Party under this Agreement or any other DIP Financing Document (and includes the "DIP Facility Obligations" in the Financing Orders), including all principal, PIK Interest, interest, Upfront Fees, Exit Fees, other fees and costs and expenses and any other amount due under the DIP Financing Documents, in each case howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due.

"**OFAC**" means the U.S. Department of Treasury Office of Foreign Assets Control.

"**OFAC Lists**" means, collectively, the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) and/or any other list of terrorists or other restricted Persons maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Executive Orders.

"**Omega**" means, collectively, OHI Asset (FL), LLC and each Affiliate of OHI Asset (FL), LLC that is party to a Landlord Intercreditor Agreement.

"**Operating Lease**" means any lease or sublease of any Project to an Operator.

"**Operator**" means the singular or collective (as the context requires) reference to any Credit Party that is properly licensed to operate a Project, or is otherwise providing or furnishing goods or services, or is otherwise providing or furnishing goods or services (other than the mere leasing of a Project as a lessor and the collection of rentals in connection therewith) from a Project.

"**Order**" means, any order entered by the Bankruptcy Court in the Chapter 11 Cases, including the Interim DIP Order and the Final DIP Order.

"**Ordinary Course of Business**" means, in respect of any Credit Party, the ordinary course of business of such Credit Party as a debtor-in-possession under a Chapter 11 Case, as conducted by such Credit Party substantially in accordance with past practices and in conformity with all requirements of the Chapter 11 Cases, including the Interim DIP Order, the Final DIP Order, the Approved DIP Budget and other applicable Law.

"**Organizational Documents**" means, with respect to any Person other than a natural person, the documents by which such Person was organized (such as a certificate of incorporation, certificate of limited partnership or articles of organization, and including, without limitation, any certificates of designation for preferred stock or other forms of preferred equity) and which relate to the internal governance of such Person (such as by-laws, a partnership agreement or an operating, limited liability company or members agreement).

"**Original Agreement Date**" means March 25, 2022.

"**Other Connection Taxes**" means, with respect to any Agent or any Lender, Taxes imposed as a result of a present or former connection between such Person and the jurisdiction imposing such Tax (other than connections arising from such Person having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Financing Document, or sold or assigned an interest in any Loan or Financing Document).

"**Other Taxes**" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Financing Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment requested by a Borrower pursuant to the terms of this Agreement).

"**Payment Account**" means, with respect to each Lender, the Deposit Account set forth on Annex C as such DIP Lender's "Payment Account" or otherwise specified in writing from time to time in accordance with the terms hereof, by such Lender, into which all payments by or on behalf of any Credit Party to such Lender under the DIP Financing Documents shall be made.

"**Payment in Full**" means the irrevocable payment in full in cash in immediately available funds of all Obligations (except for contingent Obligations as to which no claim has been asserted). "Paid in Full" has the corollary meaning thereof.

"**Payment Notification**" means a written notification substantially in the form of Exhibit E hereto.

"**PBGC**" means the Pension Benefit Guaranty Corporation and any Person succeeding to any or all of its functions under ERISA.

"**PCO Professionals**" has the meaning specified therefor in the Interim DIP Order.

"**Pension Plan**" means any ERISA Plan that is subject to Section 412 of the Code or Title IV of ERISA.

"**Permits**" means all governmental licenses, authorizations, provider numbers, supplier numbers, registrations, permits, drug or device authorizations and approvals, certificates, franchises, qualifications, accreditations, consents and approvals of a Credit Party required under all applicable Laws and required for such Credit Party in order to carry on its business as now conducted, including, without limitation, Healthcare Permits.

"**Permitted Asset Dispositions**" means the following Asset Dispositions, (a) dispositions of Inventory in the Ordinary Course of Business, (b) the sale or disposition of obsolete equipment, (c) dispositions approved by Required Lenders (or all Lenders to the extent such approval is required by the terms of Section 11.16) in writing (email being sufficient), (d) Asset Dispositions occurring in a transaction of an Inactive Subsidiary permitted under Section 5.6(h), and (e) the

transfer, sale or disposition of assets approved by an Order of the Bankruptcy Court or, if Bankruptcy Court approval is not required, on terms and conditions satisfactory to the Required Lenders.

"**Permitted Contest**" means, with respect to any tax obligation or other obligation allegedly or potentially owing from any Borrower or any Subsidiary thereof to any governmental tax authority or other third party, a contest maintained in good faith by appropriate proceedings promptly instituted and diligently conducted and with respect to which such reserve or other appropriate provision, if any, as shall be required in conformity with GAAP shall have been made on the books and records and financial statements of the applicable Credit Party(ies); *provided*, *however*, that (a) compliance with the obligation that is the subject of such contest is effectively stayed during such challenge; (b) the Credit Parties' title to, and its right to use, the Collateral is not adversely affected thereby and Collateral Agent's Lien and priority on the Collateral are not adversely affected, altered or impaired thereby; (c) the Collateral or any part thereof or any interest therein shall not be in any danger of being sold, forfeited or lost by reason of such contest by Borrower or its Subsidiaries; and (d) upon a final determination of such contest, Borrower and its Subsidiaries shall promptly comply with the requirements thereof.

"**Permitted Contingent Obligations**" means (a) Contingent Obligations arising in respect of the Debt under the DIP Financing Documents; (b) Contingent Obligations outstanding on the Petition Date and set forth on Schedule 5.1; (c) Contingent Obligations included in the Approved DIP Budget and identifiable as a line item or otherwise in reasonable detail satisfactory to the Required Lenders; and (d) Contingent Obligations as approved by the Required Lenders in writing; provided that no Contingent Obligation of any Excluded Subsidiary shall be a "Permitted Contingent Obligation" except under the preceding clause (d).

"**Permitted Debt**" means: (a) the Credit Party's Debt to Agents and each Lender under this Agreement and the other DIP Financing Documents; (b) Debt incurred as a result of endorsing negotiable instruments received in the Ordinary Course of Business; (c) purchase money Debt and Capital Lease Obligations of a Credit Party (other than an Immaterial Credit Party or other Excluded Subsidiary) to acquire equipment and other assets used in the Ordinary Course of Business and secured only by such equipment and other assets or proceeds of the disposition thereof solely to the extent such Debt (and any payments to be made with respect thereto) is included in the Approved DIP Budget and identifiable as a line item or otherwise in reasonable detail satisfactory to the Required Lenders; (d) obligations under the Prepetition Omega Term Loan Facility (e) Debt existing on the Petition Date and described on Schedule 5.1; (f) Debt of a Credit Party (other than an Immaterial Credit Party or other Excluded Subsidiary) in the form of insurance premiums financed through the applicable insurance company, financial institution or other financing company in the Ordinary Course of Business, so long as the amount of such Debt is not in excess of the amount of unpaid cost of, and shall be incurred only to defer the cost of, such insurance for the year in which such Debt is incurred and such Debt is outstanding only during such year solely to the extent such Debt (and any payments to be made with respect thereto) is included in the Approved DIP Budget and identifiable as a line item or otherwise in reasonable detail satisfactory to the Required Lenders; (g) current Debt of a Credit Party (other than an Immaterial Credit Party) incurred in the Ordinary Course of Business for inventory, supplies, equipment, services, Taxes or labor due within ninety (90) days, included in the Approved DIP

Budget and identifiable as one or more line items or otherwise in reasonable detail satisfactory to the Required Lenders; (h) Permitted Contingent Obligations; (i) Debt arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; *provided* that such Debt is extinguished within five (5) Business Days after such Debt is first incurred; (j) Debt of a Credit Party (other than an Immaterial Credit Party) owed to another Credit Party (other than an Immaterial Credit Party), existing on the Petition Date described on Schedule 5.1; (k) obligations under the Prepetition Omega Master Lease Agreement; (l) obligations under the Prepetition ABL Credit Facility; (m) the DOJ Payment Obligations and (n) Debt as approved by the Required Lenders in writing.

"**Permitted Distributions**" means the following Restricted Distributions: (a) distributions by any Subsidiary of Borrower to Borrower; and (b) distributions by any Guarantor to another Credit Party (other than an Immaterial Credit Party unless such distribution is immediately distributed to another Credit Party that is not an Immaterial Credit Party).

"**Permitted Investments**" means: (a) Investments shown on Schedule 5.7 and existing on the Petition Date; (b) cash equivalents; (c) Investments consisting of the endorsement of negotiable instruments for deposit or collection or similar transactions in the Ordinary Course of Business; (d) Investments consisting of travel advances and employee relocation loans and other employee loans and advances in the Ordinary Course of Business to the extent such travel advances are included in the Approved DIP Budget and identifiable as a line item or otherwise in reasonable detail satisfactory to the Required Lenders; (e) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the Ordinary Course of Business; (f) Investments consisting of deposit accounts or securities accounts in which Collateral Agent has received a Deposit Account Control Agreement or Securities Account Control Agreement (as applicable); (g) Investments consisting of deposits or pledges of cash that are Permitted Liens; (h) to the extent constituting Investments, Permitted Contingent Obligations; and (i) other Investments as approved by the Required Lenders in writing; provided that the only Investments of Immaterial Credit Parties that shall be Permitted Investments are Investments of the type described in the preceding clauses (a) or (i).

"**Permitted Liens**" means: (a) deposits or pledges of cash to secure obligations under workmen's compensation, social security or similar laws, or under unemployment insurance (but excluding Liens arising under ERISA) pertaining to any Borrower's or any Subsidiary's employees, if any; (b) deposits or pledges of cash to secure bids, tenders, contracts (other than contracts for the payment of money or the deferred purchase price of property or services), leases, statutory obligations, insurance obligations, surety and appeal bonds and other obligations of like nature existing on the Petition Date or arising in the Ordinary Course of Business and securing Permitted Debt, as identified on Schedule 5.2; (c) carrier's, warehousemen's, mechanic's, workmen's, materialmen's or other like Liens, other than on any Collateral which is part of the Borrowing Base, arising in the Ordinary Course of Business with respect to obligations which are not due, or which are being contested pursuant to a Permitted Contest; (d) Liens on Collateral, other than Accounts, for taxes or other governmental charges not at the time delinquent or thereafter payable without penalty or the subject of a Permitted Contest, and existing on the

Petition Date (e) [reserved]; (f) with respect to real estate, easements, rights of way, restrictions, minor defects or irregularities of title, none of which, individually or in the aggregate, materially interfere with the benefits of the security intended to be provided by the Security Documents, materially affect the value or marketability of the Collateral, impair the use or operation of the Collateral for the use currently being made thereof or impair Borrowers' ability to pay the Obligations in a timely manner or impair the use of the Collateral or the ordinary conduct of the business of any Borrower or any Subsidiary and which, in the case of any real estate which is part of the Collateral, are set forth as exceptions to or subordinate matters in the title insurance policy accepted by Collateral Agent insuring the lien of the Security Documents; (g) Liens and encumbrances in favor of Agents under the Financing Documents; (h) Liens on Collateral, existing on the date hereof and set forth on Schedule 5.2; (i) any Lien on any equipment securing Debt permitted under subpart (c) of the definition of Permitted Debt, *provided*, *however*, that such Lien attaches concurrently with or within twenty (20) days after the acquisition thereof; (j) Landlord Liens existing as of the Petition Date and set forth on Schedule 5.2; (k) Mortgage Lender Liens existing as of the Petition Date and set forth on Schedule 5.2; (l) [reserved]; (m) Liens (including the right of set-off) in favor of a bank or other depository institution arising as a matter of law encumbering deposits; *provided*, *however*, that such depository institution shall have executed a Deposit Account Control Agreement or Securities Account Control Agreement pursuant to which such Liens and set-off rights are subordinated to the Obligations unless the Deposit Account encumbered by such Liens or set-off rights is not required to be subject to a Deposit Account Control Agreement, Deposit Account Restriction Agreement or Securities Account Control Agreement (as applicable) pursuant to Section 5.14 or as otherwise consented to by Required Lenders, (n) Prepetition Liens set forth on Schedule 5.2, and (o) liens granted pursuant to the DOJ Security Documents existing as of the Petition Date and set forth on Schedule 5.2.

"**Permitted Variance**" has the meaning specified therefor in Section 6.2.

"**Person**" means any natural person, corporation, limited liability company, professional association, limited partnership, general partnership, joint stock company, joint venture, association, company, trust, bank, mist company, land trust, business trust or other organization, whether or not a legal entity, and any Governmental Authority.

"**Petition Date**" has the meaning set forth in the Preamble to this Agreement.

"**Plan**" or "**Chapter 11 Plan**" means a chapter 11 plan of liquidation or reorganization in the Chapter 11 Cases in form and substance satisfactory to the Required Lenders, the Administrative Agent and the Collateral Agent (in the case of each Agent, solely with respect to its own treatment), each in their sole respective discretion, confirmed by an order (in form and substance satisfactory to the Required Lenders, the Administrative Agent and the Collateral Agent (in the case of each Agent, solely with respect to its own treatment), each in their sole respective discretion) of the Bankruptcy Court under the Chapter 11 Cases.

"**Pledged Equity**" has the meaning set forth for such term in the Security Agreement.

"**Prepetition ABL Credit Facility**" means that certain Second Amended and Restated Credit and Security Agreement, dated as of March 25, 2022, as otherwise amended, supplemented,

or otherwise modified from time to time, (together with any other documents executed and delivered in connection therewith, the "**Prepetition ABL Documents**"), by and among, LV CHC Holdings I, LLC, a Delaware limited liability company ("**ABL Holdings**"), ABL Holdings' affiliates and subsidiaries party thereto as "Borrowers" (collectively with ABL Holdings, the "**ABL Borrowers**"), MidCap Funding IV Trust, as lender (the "**Prepetition ABL Lender**"), MidCap Funding IV Trust, as agent for the lenders (in such capacity, the "**Prepetition ABL Agent**," and together with the Prepetition ABL Lender, the "**Prepetition ABL Secured Parties**"), pursuant to which the Prepetition ABL Lender provided a first lien asset-based lending credit facility to the ABL Borrowers.

"**Prepetition ABL Documents**" has the meaning assigned to such term in the Financing Orders.

"**Prepetition ABL Obligations**" has the meaning assigned to such term in the Financing Orders.

"**Prepetition Collateral**" has the meaning specified therefor in the Financing Orders.

"**Prepetition Liens**" has the meaning assigned to such term in the Financing Orders.

"**Prepetition Secured Obligations**" has the meaning assigned to such term in the Financing Orders.

"**Prepetition Secured Parties**" has the meaning assigned to such term in the Financing Orders.

"**Prepetition Omega Term Loan Facility**" means that certain Credit and Security Agreement, dated as of March 25, 2022, as otherwise amended, supplemented, or otherwise modified from time to time, (together with any other documents executed and delivered in connection therewith, the "**Prepetition Omega Term Loan Documents**"; the Prepetition Omega Term Loan Documents, together with the Prepetition Omega Master Lease Documents, the "**Prepetition Omega Loan Documents**"; and the Prepetition Omega Loan Documents, together with the Prepetition ABL Documents, the "**Prepetition Loan Documents**"), by and among LaVie Care Centers, LLC and its other affiliates and subsidiaries identified therein as "Borrowers" (collectively, the "**Prepetition Omega Term Loan Obligors**"), OHI Mezz Lender, LLC and the other financial institutions party thereto from time to time as lenders (the "**Prepetition Omega Term Loan Lenders**"), and OHI Mezz Lender, LLC, as agent for the Prepetition Omega Term Loan Lenders (in such capacity, the "**Prepetition Omega Term Loan Agent**," and together with the Omega Term Loan Lenders, the "**Prepetition Omega Term Loan Secured Parties**"; the Prepetition Omega Term Loan Secured Parties, together with the Omega Master Lease Landlord (and all other persons granted a security interest under the Prepetition Omega Master Lease Documents), the "**Prepetition Omega Secured Parties**").

"**Prepetition Omega Master Lease Agreement**" means that certain Amended and Restated Consolidated Master Lease, dated as of March 25, 2022, as amended, supplemented, or otherwise modified from time to time, (together with any other documents executed and delivered in connection therewith, the "**Prepetition Omega Master Lease Documents**"), by and among the

entities party thereto from time to time collectively as a "Landlord" (collectively, the "**Omega Master Lease Landlord**") and Alpha Health Care Properties, LLC as tenant, (the "**Omega Master Lease Tenant**") pursuant to which the Omega Master Lease Landlord leased certain properties (the "**Omega Leased Properties**") to the Omega Master Lease Tenant on the terms set forth in the Prepetition Omega Master Lease Documents.

"**Prepetition Omega Secured Obligations**" means the Prepetition Omega Master Lease Obligations the obligations incurred pursuant to the Prepetition Omega Term Loan Facility.

"**PIK Interest**" means interest paid in kind by adding such interest then due to the unpaid principal amount of the Loan, which, for the avoidance of doubt, will bear interest as principal as provided herein.

"**Pro Rata Share**" means the DIP Term Loan Commitment Percentage of such Lender or, in the event the DIP Term Loan Commitments shall have been terminated, the then outstanding principal advances of such Lender under the DIP Term Loans expressed as a percentage of all then outstanding DIP Term Loans of all Lenders.

"**Project**" means any facility from which a Credit Party provides or furnishes goods or services, including, without limitation, any skilled nursing facility, assisted living facility, independent living facility or similar facility, and includes, without limitation, any business location of a Credit Party which is subject to any Healthcare Permit.

"**Qualified Equity Interest**" means and refers to any equity interests issued by LV Operations I, LLC (and not by one or more of its Subsidiaries) that is not a Disqualified Equity Interest.

"**Rent**" has the meaning specified in the Prepetition Omega Master Lease Agreement.

"**Reporting Date**" has the meaning specified therefor in Section 6.2.

"**Required Lenders**" means at any time Lenders holding (i) fifty-one percent (51%) or more of the outstanding Credit Exposure; *provided*, that, at any time when there are two (2) or fewer unaffiliated Lenders, "Required Lenders" shall include all Lenders. For purposes of determining the number of unaffiliated Lenders under this definition, a Lender and any other Lenders that are Affiliates or Approved Funds of such Lender shall be counted as a single Lender.

"**Responsible Officer**" means any of the Chief Executive Officer, Chief Financial Officer or any other officer of the applicable Credit Party acceptable to the Required Lenders.

"**Restricted Distribution**" means as to any Person (a) any dividend or other distribution (whether in cash, securities or other property) on any equity interest in such Person (except those payable solely in its equity interests of the same class), (b) any payment by such Person on account of (i) the purchase, redemption, retirement, defeasance, surrender, cancellation, termination or acquisition of any equity interests in such Person or any claim respecting the purchase or sale of any equity interest in such Person, or (ii) any option, warrant or other right to acquire any equity interests in such Person, (c) any management fees, salaries or other fees or compensation to any

Person holding an equity interest in a Credit Party or a Subsidiary thereof, an Affiliate of a Credit Party or an Affiliate of any Subsidiary of a Credit Party (other than (A) payments of salaries and reasonable and customary bonuses and other benefits to individuals, (B) directors fees, and (C) advances and reimbursements to employees or directors, all in the Ordinary Course of Business), (d) any lease or rental payments to an Affiliate or Subsidiary of a Credit Party other than payments made pursuant to an Operating Lease, or (e) repayments of or debt service on loans or other indebtedness held by any Person holding an equity interest in a Credit Party or a Subsidiary of a Credit Party (other than repayments made to a Borrower), an Affiliate of a Credit Party or an Affiliate of any Subsidiary of a Credit Party.

"**SEC**" means the United States Securities and Exchange Commission.

"**Secured Parties**" means collectively, the Lenders, the Administrative Agent, the Collateral Agent, any other holder from time to time of any Secured Obligations (as defined in the Security Agreement) and, in each case, their respective successors and permitted assigns, and as defined as the "DIP Secured Parties" in the Financing Orders.

"**Securities Account**" means a "securities account" (as defined in Article 9 of the UCC), an investment account, or other account in which investment properly or securities are held or invested for credit to or for the benefit of any Credit Party.

"**Securities Account Control Agreement**" means an agreement, in form and substance reasonably satisfactory to Collateral Agent, among Collateral Agent, any applicable Credit Party and each securities intermediary in which such Credit Party maintains a Securities Account pursuant to which Collateral Agent shall obtain "control" (as defined in Article 9 of the UCC) over such Securities Account, as the same may be modified, supplemented or amended or amended and restated from time to time.

"**Security Agreement**" means that certain Debtor-in-Possession Security Agreement, dated as of the date hereof, by and among the Collateral Agent and the Credit Parties.

"**Security Document**" means this Agreement, the Security Agreement, and any other agreement, document or instrument executed concurrently herewith or at any time hereafter pursuant to which one or more Credit Parties or any other Person either (a) Guarantees payment or performance of all or any portion of the Obligations, and/or (b) provides, as security for all or any portion of the Obligations, a Lien on any of its assets in favor of any Agent for its own benefit and the benefit of the Lenders, as any or all of the same may be amended, supplemented, restated or otherwise modified from time to time.

"**Subsidiary**" means, with respect to any Person, (a) any corporation of which an aggregate of more than fifty percent (50%) of the outstanding capital stock having ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether, at the time, capital stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time, directly or indirectly, owned legally or beneficially by such Person or one or more Subsidiaries of such Person, or with respect to which any such Person has the right to vote or designate the vote of more than fifty percent (50%) of such capital stock whether by proxy, agreement, operation of law or otherwise, and (b)

any partnership or limited liability company in which such Person and/or one or more Subsidiaries of such Person shall have an interest (whether in the form of voting or participation in profits or capital contribution) of more than fifty percent (50%) or of which any such Person is a general partner or may exercise the powers of a general partner. Unless the context otherwise requires, each reference to a Subsidiary shall be a reference to a Subsidiary of a Credit Party.

"**Synergy**" means Pourlessoins, LLC d/b/a Synergy Healthcare Services, Synergy Healthcare Services, LLC or any affiliate of the forgoing providing services to the Debtors.

"**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings, assessments, fees or other charges imposed by any taxing authority, including any interest, additions to tax or penalties applicable thereto.

"**Termination Date**" means the earliest of (i) the date that is one hundred fifty (150) calendar days after the Petition Date (or such later date as agreed to by each Lender), (ii) if the Final DIP Order has not been entered, thirty-five (35) calendar days after the Petition Date (or such later date as agreed to by each Lender), (iii) the acceleration of the Term Loans and the termination of the DIP Term Loan Commitments upon the occurrence of a Termination Declaration, (iv) the effective date of any Plan, (v) the date the Bankruptcy Court converts any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (vi) the date the Bankruptcy Court dismisses any of the Chapter 11 Cases, (vii) the closing of any sale of assets under Section 363 of the Bankruptcy Code, which when taken together with all other sales of assets since the Closing Date, constitutes a sale of all or substantially all of the assets of the Credit Parties, and (viii) the date an order is entered in any Chapter 11 Case appointing a chapter 11 trustee or examiner with enlarged powers.

"**Termination Declaration**" has the meaning set forth in Section 10.2.

"**Termination Declaration Date**" has the meaning set forth in Section 10.2.

"**Third-Party Payor**" means Medicare, Medicaid, TRICARE, and other state or federal health care program. Blue Cross and/or Blue Shield, private insurers, managed care plans and any other Person or entity which presently or in the future maintains Third-Party Payor Programs.

"**Third-Party Payor Programs**" means all payment and reimbursement programs, sponsored by a Third-Party Payor, in which a Credit Party participates.

"**TRICARE**" means the program administered pursuant to 10 U.S.C. Section 1071 et Seq, Sections 1320a-7 and 1320a-7a of Title 42 of the United States Code and the regulations promulgated pursuant to such statutes.

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York; *provided* that, if by reason of any mandatory provisions of law, the perfection, the effect of perfection or non-perfection or priority of the security interests granted to Agents pursuant to the Security Documents are governed by the Uniform Commercial Code as in effect in a jurisdiction of the United States other than New York, then "UCC" means the Uniform

Commercial Code as in effect from time to lime in such other jurisdiction for purposes of such perfection, effect of perfection or non-perfection or priority.

"**United States**" means the United States of America.

"**Updated DIP Budget**" has the meaning specified therefor in Section 6.3.

"**Upfront Fee**" has the meaning set forth in Section 2.2(f) hereto.

"**Variance Report**" has the meaning specified therefor in the Interim DIP Order.

Section 1.2 Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, all accounting determinations hereunder (including, without limitation, determinations made pursuant to the exhibits hereto) shall be made, and all financial statements required to be delivered hereunder shall be prepared on a consolidated basis in accordance with GAAP applied on a basis substantially in the form of financial statements approved by Required Lenders prior to the Closing Date. If at any time any change in GAAP would affect the computation of any financial ratio or financial requirement set forth in any Financing Document, and either Borrowers or the Required Lenders shall so request, the Agents, the Lenders and Borrowers shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP (subject to the approval of the Required Lenders); *provided*, *however*, that until so amended, (a) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (b) Borrowers shall provide to the Agents and the Lenders financial statements and other documents required under this Agreement which include a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP. Notwithstanding any other provision contained herein, all terms of an accounting or financial nature used herein shall be construed, and all computations of amounts and ratios referred to herein shall be made, without giving effect to any election under Statement of Financial Accounting Standards 159 (or any other Financial Accounting Standard having a similar result or effect) to value any Debt or other liabilities of any Credit Party or any Subsidiary of any Credit Party at "fair value", as defined therein.

Section 1.3 Other Definitional and Interpretive Provisions. References in this Agreement to "Articles", "Sections", "Annexes", "Exhibits", or "Schedules" shall be to Articles, Sections, Annexes, Exhibits or Schedules of or to this Agreement unless otherwise specifically provided. Any term defined herein may be used in the singular or plural. "Include", "includes" and "including" shall be deemed to be followed by "without limitation". Except as otherwise specified or limited herein, references to any Person include the successors and assigns of such Person. References "from" or "through" any date mean, unless otherwise specified, "from and including" or "through and including", respectively. Unless otherwise specified herein, the settlement of all payments and fundings hereunder between or among the parties hereto shall be made in lawful money of the United States and in immediately available funds. References to any statute or act shall include all related current regulations and all amendments and any successor statutes, acts and regulations. All amounts used for purposes of financial calculations required to be made herein shall be without duplication. References to any statute or act, without additional

reference, shall be deemed to refer to federal statutes and acts of the United States. References to any agreement, instrument or document shall include all schedules, exhibits, annexes and other attachments thereto and, unless the prior consent of any Lender required therefor is not obtained, any modification to any term of such agreement. References to capitalized terms that are not defined herein, but are defined in the UCC, shall have the meanings given them in the UCC. All references herein to times of day shall be references to daylight or standard time, as applicable.

Section 1.4 Time is of the Essence. Time is of the essence in Borrower's and each other Credit Party's performance under this Agreement and all other Financing Documents.

ARTICLE 2- LOANS

Section 2.1 Loans.

(a) Term Loans.

(i) Term Loan Amounts. On the terms and subject to the conditions set forth herein, the Lenders severally hereby agree to make to Borrowers one or more term loans in an original aggregate principal amount not to exceed the DIP Term Loan Commitments (each, a "**DIP Term Loan**" or a "**Term Loan**" and, collectively, "**DIP Term Loans**" or "**Term Loans**"). Each Lender's obligation to fund a DIP Term Loan shall be limited to such Lender's DIP Term Loan Commitment Percentage, and no Lender shall have any obligation to fund any portion of any DIP Term Loan required to be funded by any other Lender, but not so funded. No Borrower shall have the right to reborrow any portion of the DIP Term Loan that is repaid or prepaid from time to time.

(ii) Initial Term Loans. On June 4, 2024, the DIP Lenders advanced $9,000,000 (the "**Initial Term Loans**").

(iii) Delayed Draw Term Loans. Subject to the terms and conditions hereof, the DIP Lenders shall advance additional Term Loans in one or more advances in an aggregate amount, together with the Initial Term Loans, of up to $20,000,000 on or after the Closing Date (any such DIP Term Loans, collectively, the "**Delayed Draw Term Loans**"). Both the Initial Term Loans and the Delayed Draw Term Loans shall be Term Loans for all purposes of this Agreement and the DIP Financing Documents. It is the intent of the parties hereto that the Initial Term Loans and the Delayed Draw Term Loans (i) will be treated as fungible for U.S. federal income tax purposes, (ii) will be treated as bona fide debt for management, financial, and statutory purposes in accordance with GAAP and for purposes of U.S. and foreign Tax, and (iii) will not be treated as equity for any purpose.

(iv) Borrowing Procedure. The Borrowers may request the Term Loans pursuant to written notice (which may be transmitted by email) (a "**Notice of Borrowing**"), in the form attached hereto as Exhibit A or such other form reasonably satisfactory to the Administrative Agent, delivered to the Administrative Agent and the DIP Lenders no later than 2:00 p.m. New York City time two (2) Business Days prior to the proposed borrowing date of the Delayed Draw Term Loans (or such shorter period as the Lenders may agree); provided that no more than two Delayed Draw Term Loans advances shall be made in any

calendar week (and only in accordance with the Approved DIP Budget). Each DIP Lender shall provide each Term Loan in an aggregate amount not to exceed its DIP Term Loan Commitment Percentage with respect to such Term Loan and the obligation of each DIP Lender to make the Term Loans hereunder shall be several and not joint. Upon receipt of a Notice of Borrowing with respect to any Delayed Draw Term Loan, subject to the satisfaction (or waiver) of the conditions precedent set forth in Section 2.5, each DIP Lender shall simultaneously and proportionately to its Pro Rata Share of such Term Loan, make the proceeds of such Term Loan available to Borrowers on the applicable date of funding of the DIP Term Loan by transferring immediately available funds equal to such proceeds to the DIP Proceeds Account. The relevant DIP Term Loan Commitment Amount of each DIP Lender shall be permanently reduced upon the making of the relevant Term Loan in an amount equal to such Term Loan advanced by such DIP Lender.

(v) Administrative Agent and Lenders shall be entitled to rely upon, and shall be fully protected in relying upon, any Notice of Borrowing or similar notice believed by such Agent or Lenders to be genuine. The Administrative Agent and Lenders may assume that each Person executing and/or delivering any such notice was duly authorized, unless the responsible individual acting thereon for the Administrative Agent or Lender, as applicable, has actual knowledge to the contrary.

(vi) [Reserved].

(vii) Repayments; Prepayments.

(A) The outstanding principal amount of the Term Loans shall become immediately due and payable in full in cash into the Payment Account, together with the Exit Fee and all other amounts due and payable to Agents and the Lenders, on the Termination Date.

(B) Mandatory Prepayments. Subject to the terms of the DIP Order Intercreditor Provisions, except as such amounts are set forth in the Approved DIP Budget and are necessary to satisfy expenditures set forth in the Approved DIP Budget, upon not less than one (1) Business Day prior written notice by the Borrowers to the Administrative Agent and Lenders by 1:00 p.m. Eastern Time, the Borrowers shall repay the Term Loans as follows into the Payment Account:

a. No later than two Business Days after receipt by any Credit Party of cash proceeds of any asset disposition (other than any Permitted Asset Disposition under clauses (a) or (b) of the definition thereof) outside of the ordinary course of business, Borrowers shall prepay the Term Loans in cash, in immediately available funds, in an amount equal to the Net Cash Proceeds received from such asset disposition;

b. No later than two (2) Business Days after receipt by any Credit Party of cash proceeds of (x) any debt securities or other

indebtedness not permitted under this Agreement and (y) any equity interests of any Credit Party (including any capital contribution and any warrant, option or similar interest with respect to equity interests of any Borrower or any parent entity of any Borrower), the Borrowers shall prepay the Term Loans in cash, in immediately available funds, in an amount equal to all such proceeds;

c. No later than two (2) Business Days after receipt by any Credit Party of any Extraordinary Receipts, the Borrowers shall prepay the outstanding principal of the Term Loans in cash, in immediately available funds, in an amount equal to the Net Cash Proceeds received from such Extraordinary Receipts; and

d. Subject to the terms of the Prepetition ABL-TL Intercreditor Agreement and the Prepetition ABL-ML Intercreditor Agreement (each as defined in the Interim DIP Order), no later than two (2) Business Days after receipt by any Credit Party, one hundred percent (100%) of the proceeds of accounts pertaining to discontinued or divested facilities.

(C) Optional Prepayments. Subject to the DIP Order Intercreditor Provisions, Borrowers may from time to time, with at least two (2) Business Days prior delivery to the Administrative Agent and each Lender of an appropriately completed Payment Notification, prepay the Term Loan in whole or in part without premium or penalty (other than the Exit Fee, for the avoidance of doubt); *provided*, *however*, that each such prepayment shall be in an amount equal to $100,000 or a higher integral multiple of $25,000. Notice of prepayment having been given as aforesaid, the principal amount specified in such notice shall become due and payable on the prepayment date specified therein in the aggregate principal amount specified therein unless such repayment is conditioned on the receipt of any third party funds or the consummation of certain transactions which are not received or consummated.

(D) Any prepayment or repayment under this Agreement shall be accompanied by interest on the principal amount of the Term Loans being prepaid or repaid to the date of prepayment or repayment. Any prepayment made pursuant to this Section 2.1(a)(vii) shall be applied (i) first to the Term Loans on in accordance with the DIP Lenders' Pro Rata Share until paid in full in cash in immediately available funds, (ii) second, to any remaining Obligations as the Required Lenders shall determine in their sole discretion, until Payment in Full, and (iii) third, any remaining excess, to the Credit Parties. Nothing in this Section 2.1(a)(vii) shall be construed to constitute any Agent's or any DIP Lender's consent to any transaction that is not permitted by other provisions of this Agreement or the other DIP Financing Documents.

Section 2.2 Interest, Interest Calculations and Certain Fees.

(a) Interest. Subject to the terms of this Agreement, DIP Term Loans and the other Obligations shall bear interest at the Interest Rate; *provided*, that, if an Event of Default has occurred and is continuing, DIP Term Loans and all other Obligations, automatically without notice or any other action by any Agent, Lender or other Person, shall accrue interest at the Default Rate. Interest at the Default Rate shall accrue from the date of such Event of Default until such Event of Default is cured or waived (notwithstanding whether or when any relevant election by the Required Lenders was made). Interest accruing on the Loans from and after the Closing Date shall be paid in arrears as PIK Interest and, for the avoidance of doubt, such PIK Interest shall be added to the aggregate principal balance of the Loans in arrears on the first (1st) day of each month, and accrued and unpaid interest as of the maturity of the Term Loans (by acceleration or otherwise) shall be due and payable in cash in immediately available funds.

(b) [Reserved].

(c) [Reserved].

(d) [Reserved].

(e) Computation of Interest and Related Fees. All interest and fees under each Financing Document shall be calculated on the basis of a 360-day year for the actual number of days elapsed. The date of funding of a Loan shall be included in the calculation of interest. The date of payment of a Loan shall be excluded from the calculation of interest. If a Loan is repaid on the same day that it is made, one (1) day's interest shall be charged.

(f) Fees.

(i) On the Closing Date, Borrowers shall pay to each DIP Lender an upfront fee equal to three percent (3.00%) of such DIP Lender's initial DIP Term Loan Commitment Amount (the "**Upfront Fee**"), which fee shall be fully earned, non-refundable, due and payable on the Closing Date. The Upfront Fee shall be paid in kind by the addition of the amount thereof to the principal of Term Loans, as applicable, as of the Closing Date, which payment in kind, for the avoidance of doubt, shall be and constitute principal of the DIP Term Loans for all purposes hereunder and shall bear interest as provided in this Agreement.

(ii) On the earlier to occur of the first date on which the Term Loans and other Obligations have been Paid in Full and the Termination Date, Borrowers shall pay to each DIP Lender in cash, in immediately available funds, an exit fee equal to three percent (3.00%) of such DIP Lender's initial DIP Term Loan Commitment Amount (the "**Exit Fee**"), which fee shall be fully earned, non-refundable and due as of the Closing Date and payable on the Termination Date; *provided*, *however*, if the Termination Date has occurred solely as a result of the occurrence and continuation of an Event of Default under the DIP Financing Documents, then the Exit Fee shall not be payable until the Term Loans and other Obligations have been accelerated under the terms of this Agreement.

Section 2.3 Notes. The portion of the Loans made by each Lender shall be evidenced, if so requested by such Lender, by one or more promissory notes executed by Borrowers on a joint and several basis (each, a "**Note**") in an original principal amount equal to such Lender's DIP Term Loan Commitment Amount, plus such Lender's Upfront Fee.

Section 2.4 Conditions Precedent to this Agreement and the Initial Term Loans. The effectiveness of this Agreement and each DIP Lender's several and not joint obligation to advance its Pro Rata Share of the Term Loans (other than the Initial Term Loan) shall be subject to the prior or concurrent satisfaction (or waiver) of each of the conditions precedent set forth on Schedule 2.4.

Section 2.5 Conditions Precedent to Delayed Draw Term Loans. Each DIP Lender's several and not joint obligation to fund any Delayed Draw Term Loan requested to be made by it hereunder shall be subject to the prior or concurrent satisfaction (or waiver) of each of the conditions precedent set forth on Schedule 2.5.

Section 2.6 General Provisions Regarding Payment, Loan Account.

(a) All payments to be made by a Borrower or any other Credit Party under any Financing Document, including payments of principal and interest made hereunder and pursuant to any other Financing Document, and all fees, expenses, indemnities and reimbursements, shall be made without set-off, recoupment or counterclaim. If any payment hereunder becomes due and payable on a day other than a Business Day, such payment shall be extended to the next succeeding Business Day and, with respect to payments of principal, interest thereon shall be payable at the then applicable rate during such extension. Any payments received by an Agent or Lender, as applicable, before 12:00 Noon (Eastern Time) on any date shall be deemed received by such Agent or Lender on such date, and any payments received at or after 12:00 Noon (Eastern Time) on any date shall be deemed received by such Agent or Lender, as applicable, on the next succeeding Business Day. Any payment shall be applied as specifically provided herein or, if not specifically provided, shall be applied (i) first to the Term Loans in accordance with the DIP Lenders' Pro Rata Share to each DIP Lender's Payment Account until paid in full in cash in immediately available funds, (ii) second, to any remaining Obligations as the Required Lenders shall determine in their sole discretion, until Paid in Full, and (iii) third, any remaining excess, to the Credit Parties.

(b) Administrative Agent shall maintain a loan account (the "**Loan Account**") on its books to record Loans and other extensions of credit made by the Lenders hereunder or under any other Financing Document, and all payments thereon made by each Borrower. All entries in the Loan Account shall be made in accordance with Administrative Agent's customary accounting practices as in effect from time to time. The balance in the Loan Account, as recorded in Administrative Agent's books and records at any time shall be conclusive and binding evidence of the amounts due and owing to Lenders and, if applicable, Agents by Borrowers and the other Credit Parties absent manifest error; *provided*, *however*, that any failure to so record or any error in so recording shall not limit or otherwise affect any Borrower's duty to pay all amounts owing hereunder or under any other Financing Document. Administrative Agent shall endeavor to provide LaVie with a monthly statement regarding the Loan Account (but no Agent nor any Lender shall have any liability if Administrative Agent shall fail to provide any such statement). Unless

LaVie notifies Administrative Agent of any objection to any such statement (specifically describing the basis for such objection) within ten (10) Business Days after the date of receipt thereof, it shall be deemed final, binding and conclusive upon Borrowers and the other Credit Parties in all respects as to all matters reflected therein.

Section 2.7 Maximum Interest. In no event shall the interest charged with respect to the Loans, or any other Obligations of any Credit Party under any Financing Document exceed the maximum amount permitted under the laws of the State of New York or of any other applicable jurisdiction. Notwithstanding anything to the contrary herein or elsewhere, if at any time the rate of interest payable hereunder or under any Note or other Financing Document (the "**Stated Rate**") would exceed the highest rate of interest permitted under any applicable Law to be charged (the "**Maximum Lawful Rate**"), then for so long as the Maximum Lawful Rate would be so exceeded, the rate of interest payable shall be equal to the Maximum Lawful Rate; *provided*, *however*, that if at any time thereafter the Stated Rate is less than the Maximum Lawful Rate, each Borrower shall, to the extent permitted by law, continue to pay interest at the Maximum Lawful Rate until such time as the total interest received is equal to the total interest that would have been received had the Stated Rate been (but for the operation of this provision) the interest rate payable. Thereafter, the interest rate payable shall be the Stated Rate unless and until the Stated Rate again would exceed the Maximum Lawful Rate, in which event this provision shall again apply. In no event shall the total interest received by any Lender exceed the amount that it could lawfully have received had the interest been calculated for the full term hereof at the Maximum Lawful Rate. If, notwithstanding the prior sentence, any Lender has received interest hereunder in excess of the Maximum Lawful Rate, such excess amount shall be applied to the reduction of the principal balance of the Loans or to other amounts (other than interest) payable hereunder, and if no such principal or other amounts are then outstanding, such excess or part thereof remaining shall be paid to a Borrower. In computing interest payable with reference to the Maximum Lawful Rate applicable to any Lender, such interest shall be calculated at a daily rate equal to the Maximum Lawful Rate *divided by* the number of days in the year in which such calculation is made.

Section 2.8 Taxes; Capital Adequacy.

(a) Except as otherwise required by applicable Law, all payments by or on account of any Obligations and other amounts payable hereunder shall be made free and clear of and without deduction for any Taxes. If any withholding or deduction from any payment to be made by any Borrower hereunder is required in respect of any Taxes pursuant to any applicable Law, then such Borrower will: (i) pay directly to the relevant authority the full amount required to be so withheld or deducted; (ii) promptly forward to Administrative Agent an official receipt or other documentation reasonably satisfactory to Administrative Agent evidencing such payment to such authority; and (iii) if such Taxes are Indemnified Taxes, pay to Lenders such additional amount or amounts as is necessary to ensure that the net amount actually received by any Agent and each Lender will equal the full amount such Agent and such Lender would have received had no such withholding or deduction been required. If any Taxes are directly asserted against any Agent or any Lender with respect to any payment received by such Agent or such Lender hereunder, such Agent or such Lender may pay such Taxes and if such Taxes are Indemnified Taxes, the Borrower or other Credit Party, as applicable, will, promptly after receipt of written demand therefor (which demand shall be conclusive absent manifest error), pay such additional

amounts (including any penalty, interest or expense) as are necessary in order that the net amount received by such Person after the payment of such Indemnified Taxes (including any Indemnified Taxes on such additional amount) shall equal the amount such Person would have received had such Indemnified Taxes not been asserted, so long as such amounts have accrued on or after the date which is one hundred eighty (180) days prior to the date on which an Agent or such Lender first made written demand therefor.

(b) Borrowers shall timely pay to the relevant taxing authority in accordance with applicable Law, or at the option of any Agent timely reimburse it for the payment of, any Other Taxes.

(c) If any Borrower fails to pay any Taxes which are withheld or deducted pursuant to Section 2.8(a) or which are Other Taxes when due to the appropriate taxing authority or fails to remit to an Agent and the Lenders, respectively, the required receipts or other required documentary evidence, Borrowers shall indemnify Agents and Lenders for any incremental Indemnified Taxes, interest or penalties that may become payable by any Agent or any Lender as a result of any such failure.

(d) Each Lender that (i) is organized under the laws of a jurisdiction other than the United States and (ii)(A) is a party hereto on the Closing Date or (B) purports to become an assignee of an interest as a Lender under this Agreement after the Closing Date (unless such Lender was already a Lender hereunder immediately prior to such assignment) (each such Lender a "**Foreign Lender**") shall execute and deliver to a Borrower and Administrative Agent one or more (as a Borrower or Administrative Agent may reasonably request) United States Internal Revenue Service Forms W-8ECI, W-8BEN, W-8IMY (as applicable) and other applicable forms, certificates or documents prescribed by the United States Internal Revenue Service or applicable Law or reasonably requested by Administrative Agent or a Borrower certifying as to such Lender's entitlement to a complete exemption from withholding or deduction of Taxes. Any replacement Agent that (i) is organized under the laws of a jurisdiction other than the United States and (ii) purports to become an assignee of an interest as an Agent under this Agreement after the Closing Date shall execute and deliver to a Borrower and Administrative Agent one or more (as a Borrower or Administrative Agent may reasonably request) United States Internal Revenue Service Forms W-8ECI, W-8BEN, W-8IMY (as applicable) and other applicable forms, certificates or documents prescribed by the United States Internal Revenue Service or applicable Law or reasonably requested by a Borrower certifying as to such replacement Agent's entitlement to a complete exemption from withholding or deduction of Taxes. Each Lender that is not a Foreign Lender and Agent (other than a replacement Agent that is organized under the laws of a jurisdiction other than the United States) shall, on or prior to the date on which such Person becomes a Lender or Agent, as applicable, under this Agreement, provide Administrative Agent and a Borrower one or more (as a Borrower or Administrative Agent may reasonably request) original United States Internal Revenue Service Form W-9 (or any successor form) certifying that such Person is entitled to an exemption from United States backup withholding tax. Notwithstanding the foregoing, no Lender, Agent or other recipient shall be obligated to complete, execute or submit any of the forgoing forms, certificates, affidavits or other documentation or otherwise comply with this Section 2.8(d) if the obligations to complete, execute, submit or otherwise comply herewith relate to or arise from a change of law occurring after the date on which

such Lender, Agent or other recipient becomes a Lender or Agent hereunder or acquires an interest in such payment, as applicable, or such Lender, Agent or other recipient is not legally entitled to comply with the provisions of this Section 2.8(d); *provided* that Borrowers shall not be required to pay additional amounts to any Person pursuant to Section 2.8(a) with respect to Indemnified Taxes to the extent that the obligation to pay such additional amounts would not have arisen but for the failure of the relevant Lender (or Agent or other relevant recipient) to comply with this paragraph, other than as a result of a change in law described above.

(e) If any Lender shall determine in its commercially reasonable judgment that the adoption or taking effect of, or any change in, any applicable Law regarding capital adequacy, in each instance, after the Closing Date, or any change after the Closing Date in the interpretation, administration or application thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation, administration or application thereof, or the compliance by any Lender or any Person controlling such Lender with any request, guideline or directive regarding capital adequacy (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency adopted or otherwise taking effect after the Closing Date, has or would have the effect of reducing the rate of return on such Lender's or such controlling Person's capital as a consequence of such Lender's obligations hereunder to a level below that which such Lender or such controlling Person could have achieved but for such adoption, taking effect, change, interpretation, administration, application or compliance (taking into consideration such Lender's or such controlling Person's policies with respect to capital adequacy) then from time to time, upon written demand by such Lender (which demand shall be accompanied by a statement setting forth the basis for such demand and a calculation of the amount thereof in reasonable detail, a copy of which shall be furnished to Administrative Agent), Borrowers shall promptly pay to such Lender such additional amount as will compensate such Lender or such controlling Person for such reduction, so long as such amounts have accrued on or after the day which is one hundred eighty (180) days prior to the date on which such Lender first made demand therefor; *provided*, *however*, that notwithstanding anything in this Agreement to the contrary, (i) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith and (ii) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall in each case be deemed to be a "change in applicable Law", regardless of the date enacted, adopted or issued.

(f) If any Lender requires compensation under Section 2.8(e), or requires any Borrower to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.8(a), then, upon the written request of a Borrower, such Lender shall use reasonable efforts to designate a different lending office for funding or booking its Loans hereunder or to assign its rights and obligations hereunder (subject to the terms of this Agreement) to another of its offices, branches or affiliates, if, in the judgment of such Lender, such designation or assignment (i) would eliminate or materially reduce amounts payable pursuant to any such subsection, as the case may be, in the future, and (ii) would not subject such Lender to any unreimbursed cost or expense and would not otherwise be disadvantageous to such Lender (as determined in its sole discretion). Borrowers hereby agree to pay all reasonable costs and expenses incurred by any Lender in connection with any such designation or assignment.

(g) If a payment made to a Lender under any Financing Document would be subject to United States federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to a Borrower and Administrative Agent at the time or times prescribed by law and at such time or times reasonably requested by a Borrower or Administrative Agent such documentation prescribed by applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by a Borrower or Administrative Agent as may be necessary for the Borrowers and Agents to comply with their obligations under FATCA and to determine that such Lender has complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this Section 2.8(g), FATCA shall include any amendments made to FATCA after the date of this Agreement.

Section 2.9 [Reserved].

Section 2.10 [Reserved].

Section 2.11 [Reserved].

Section 2.12 [Reserved].

Section 2.13 Termination; Restriction on Termination.

(a) Termination by Lenders. In addition to the rights set forth in Section 10.2, Administrative Agent may, and at the direction of Required Lenders shall, terminate all DIP Term Loan Commitments under this Agreement without notice upon or after the occurrence and during the continuance of an Event of Default.

(b) [Reserved].

(c) Effectiveness of Termination. All of the Obligations shall be immediately due and payable upon the Termination Date. All undertakings, agreements, covenants, warranties and representations of Borrowers contained in the Financing Documents shall survive any such termination and Collateral Agent shall retain its Liens in the Collateral and each Agent and each Lender shall retain all of its rights and remedies under the Financing Documents notwithstanding such termination until all Obligations have been discharged or Paid in Full. Upon termination of all commitments hereunder and the DIP Term Loan Commitment and irrevocable Payment in Full, (i) the Borrower shall deliver to the Agents a certificate, in form and substance satisfactory to each Agent signed by an authorized officer of the Borrower, certifying that all amounts payable under this Agreement (including, without limitation, all principal, interest, fees and other charges hereunder) have been Paid In Full, (the "Payment in Full Certificate"); and (ii) upon receipt of such Payment in Full Certificate, the Collateral Agent shall release its Liens on the Collateral at Borrower's expense.

ARTICLE 3- REPRESENTATIONS AND WARRANTIES

To induce each Agent and each Lender to enter into this Agreement and to make the Loans and other credit accommodations contemplated hereby, each Credit Party hereby represents and warrants to each Agent and each Lender that:

Section 3.1 Existence and Power. Each Credit Party is an entity as specified on Schedule 3.1. is duly organized, validly existing and in good standing under the laws of the jurisdiction specified on Schedule 3.1 and no other jurisdiction, has the same legal name as it appears in such Credit Party's Organizational Documents and an organizational identification number (if any), in each case as specified on Schedule 3.1, and has all powers and all Permits necessary or desirable in the operation of its business as presently conducted or as proposed to be conducted, except where the failure to have such Permits would not have a Material Adverse Effect. Each Credit Party is qualified to do business as a foreign entity in each jurisdiction in which it is required to be so qualified, which jurisdictions as of the Petition Date are specified on Schedule 3.1, except where the failure to be so qualified would not have a Material Adverse Effect. Except as set forth on Schedule 3.1, no Credit Party (a) has had, over the five (5) year period preceding the Petition Date, any name other than its current name, or (b) was incorporated or organized under the laws of any jurisdiction other than its current jurisdiction of incorporation or organization.

Section 3.2 Organization and Governmental Authorization: No Contravention. The execution, delivery and performance by each Credit Party of the DIP Financing Documents to which it is a party are within its powers, have been duly authorized by all necessary action pursuant to its Organizational Documents, require no further action by or in respect of, or filing with, any Governmental Authority and do not violate, conflict with or cause a breach or a default under (a) any Law applicable to any Credit Party or any of the Organizational Documents of any Credit Party, or (b) any agreement or instrument binding upon it, except for such violations, conflicts, breaches or defaults as would not, with respect to this clause (b), have a Material Adverse Effect.

Section 3.3 Binding Effect. Each of the DIP Financing Documents to which any Credit Party is a party constitutes a valid and binding agreement or instrument of such Credit Party, enforceable against such Credit Party in accordance with its respective terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

Section 3.4 Capitalization. The authorized equity securities of each of the Credit Parties as of the Petition Date is as set forth on Schedule 3.4. All issued and outstanding equity securities of each of the Credit Parties are duly authorized and validly issued, fully paid, nonassessable, free and clear of all Liens other than those in favor of any Agent for the benefit of Agents and Lenders, and to such Credit Party's Knowledge such equity securities were issued in compliance with all applicable Laws. The identity of the holders of the equity securities of each of the Credit Parties and the percentage of their fully-diluted ownership of the equity securities of each of the Credit Parties as of the Petition Date is set forth on Schedule 3.4. No shares of the capital stock or other equity securities of any Credit Party, other than those described above, are issued and outstanding as of the Petition Date. Except as set forth on Schedule 3.4, as of the Petition Date there are no

preemptive or other outstanding rights, options, warrants, conversion rights or similar agreements or understandings for the purchase or acquisition from any Credit Party of any equity securities of any such entity.

Section 3.5 Financial Information. All information delivered to Agents and pertaining to the financial condition of any Credit Party fairly presents in all material respects the financial position of such Credit Party as of such date in conformity with GAAP (and as to unaudited financial statements, subject to normal year-end adjustments and the absence of footnote disclosures). All information delivered to Agents and pertaining to the financial, physical or other condition or aspect of the Project is true, accurate and correct in all material respects as of such date and as of the date hereof. Since June 2, 2024, there has been no Material Adverse Effect in the business, operations, properties, prospects or condition (financial or otherwise) of any Credit Party.

Section 3.6 Litigation. Except as disclosed to Agents and Lenders in writing on or prior to the Closing Date, and thereafter in accordance with Section 4.9, there is no Litigation pending against any Credit Party or, to such Credit Party's Knowledge, any party to any DIP Financing Document other than a Credit Party. There is no Litigation pending (i) in which there is a reasonable likelihood of an adverse decision that, if adversely decided, could reasonably be expected to have a Material Adverse Effect or (ii) which in any manner draws into question the validity of any of the DIP Financing Documents.

Section 3.7 Ownership of Property. Each Credit Party and each of its Subsidiaries is the lawful owner of, has good and marketable title to and is in lawful possession of, or has valid leasehold interests in, all properties and other assets (real or personal, tangible, intangible or mixed) purported or reported to be owned or leased (as the case may be) by such Person.

Section 3.8 No Default. No Default or Event of Default or has occurred and is continuing. No Credit Party is in breach or default under or with respect to any contract, agreement, lease or other instrument to which it is a party or by which its property is bound or affected, which breach or default would have a Material Adverse Effect.

Section 3.9 Labor Matters. As of the Closing Date, there are no strikes or other labor disputes pending or, to any Credit Party's Knowledge, threatened against any Credit Party. To the any Credit Party's Knowledge, hours worked and payments made to the employees of the Credit Parties have not been in violation of the Fair Labor Standards Act or any other applicable Law dealing with such matters. All payments due from the Credit Parties, or for which any claim may be made against any of them, on account of wages and employee and retiree health and welfare insurance and other benefits have been paid or accrued as a liability on their books, as the case may be. To any Credit Party's Knowledge, the consummation of the transactions contemplated by the Financing Documents will not give rise to a right of termination or right of renegotiation on the part of any union under any collective bargaining agreement to which it is a party or by which it is bound.

Section 3.10 Regulated Entities. No Credit Party is an "investment company" or a company "controlled" by an "investment company" or a "subsidiary" of an "investment company," all within the meaning of the Investment Company Act of 1940.

Section 3.11 Margin Regulations. None of the proceeds from the Loans have been or will be used, directly or indirectly, for the purpose of purchasing or carrying any "margin stock" (as defined in Regulation U of the Federal Reserve Board), for the purpose of reducing or retiring any indebtedness which was originally incurred to purchase or cany any "margin stock" or for any other purpose which might cause any of the Loans to be considered a "purpose credit" within the meaning of Regulation T, U or X of the Federal Reserve Board.

Section 3.12 Compliance With Laws; Anti-Terrorism Laws.

(a) Each Credit Party is in compliance with the requirements of all applicable Laws, except for such Laws the noncompliance with which would not have a Material Adverse Effect.

(b) None of the Credit Parties or their Affiliates (i) has violated or is in violation of any Anti-Terrorism Law, (ii) engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law, (iii) is a Blocked Person, or is owned or controlled by a Blocked Person, (iv) is acting or will act for or on behalf of a Blocked Person, (v) is associated with, or will become associated with, a Blocked Person or (vi) is providing, or will provide, material, financial or technical support or other services to or in support of a Blocked Person. No Credit Party nor any of its Affiliates or agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement (A) conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Blocked Person or otherwise in violation of any Anti-Terrorism Law, or (B) deals in, or otherwise engages in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Terrorism Law.

Section 3.13 Taxes. All federal, state and local tax returns, reports and statements required to be filed by or on behalf of each Credit Party- have been filed with the appropriate Governmental Authorities in all jurisdictions in which such returns, reports and statements are required to be filed and, except to the extent subject to a Permitted Contest, all Taxes (including real property Taxes) and other charges shown to be due and payable in respect thereof have been timely paid prior to the date on which any fine, penalty, interest, late charge or loss may be added thereto for nonpayment thereof. Except to the extent subject to a Permitted Contest, all state and local sales and use Taxes required to be paid by each Credit Party have been paid. All federal and state returns have been filed by each Credit Party for all periods for which returns were due with respect to employee income tax withholding, social security and unemployment taxes, and, except to the extent subject to a Permitted Contest, the amounts shown thereon to be due and payable have been paid in full or adequate provisions therefor have been made.

Section 3.14 Compliance with ERISA.

(a) Each ERISA Plan (and the related trusts and funding agreements) complies in form and in operation with, has been administered in compliance with, and the terms of each ERISA Plan satisfy, the applicable requirements of ERISA and the Code in all material respects. Each ERISA Plan which is intended to be qualified under Section 401(a) of the Code is so qualified, and the United States Internal Revenue Service has issued a favorable determination letter with respect to each such ERISA Plan which may be relied on currently. No Credit Party has incurred liability for any material excise tax under any of Sections 4971 through 5000 of the Code.

(b) Except as would not, individually or in the aggregate, have a Material Adverse Effect, (1) each Borrower and each Subsidiary is in compliance with the applicable provisions of ERISA and the provision of the Code, and the regulations promulgated thereunder, relating to ERISA Plans, (2) no condition exists or event or transaction has occurred with respect to any Pension Plan which could reasonably be expected to result in the incurrence by any Credit Party of any material liability, fine or penalty; (3) no Credit Party has incurred liability to the PBGC (other than for current premiums) with respect to any employee Pension Plan; and (4) all contributions (if any) have been made on a timely basis to any Multiemployer Plan that are required to be made by any Credit Party or any other member of the Controlled Group under the terms of the plan or of any collective bargaining agreement or by applicable Law. No Credit Party nor any member of the Controlled Group has withdrawn or partially withdrawn from any Multiemployer Plan, incurred any withdrawal liability with respect to any such plan or received notice of any claim or demand for withdrawal liability or partial withdrawal liability from any such plan, and no condition has occurred which, if continued, could result in a withdrawal or partial withdrawal from any such plan, and no Credit Party nor any member of the Controlled Group has received any notice that any Multiemployer Plan is in reorganization, that increased contributions may be required to avoid a reduction in plan benefits or the imposition of any excise tax, that any such plan is or has been funded at a rate less than that required under Section 412 of the Code, that any such plan is or may be terminated, or that any such plan is or may become insolvent.

Section 3.15 Brokers. Except for fees payable to Agents and/or Lenders and as set forth on Schedule 3.15, no broker, finder or other intermediary has brought about the obtaining, making or closing of the transactions contemplated by the DIP Financing Documents, and no Credit Party has or will have any obligation to any Person in respect of any finder's or brokerage fees, commissions or other expenses in connection herewith or therewith.

Section 3.16 Inactive Subsidiaries; Excluded Subsidiaries. Except as set forth on Schedule 3.16,

(a) none of the Inactive Subsidiaries and Immaterial Credit Parties (i) owns any assets other than those necessary to maintain their separate organizational existence (and in any event, no assets with any material value), (ii) has any liabilities or Debt, (iii) has any employees, nor (iv) engages in any trade or business, and

(b) none of the Excluded Subsidiaries has any Lien on any of its assets other than Liens (i) in favor of the Prepetition ABL Secured Parties pursuant to the Prepetition ABL

Documents and (ii) in favor of the Prepetition Omega Secured Parties pursuant to the Prepetition Omega Term Loan Documents and the Prepetition Omega Master Lease Documents.

Section 3.17 Material Contracts. Except for the agreements set forth on Schedule 3.17 (the "**Material Contracts**"), as of the Petition Date there are no (a) employment agreements covering the management of any Credit Party, (b) collective bargaining agreements or other similar labor agreements covering any employees of any Credit Party, (c) agreements for managerial, consulting or similar services to which any Credit Party is a party or by which it is bound, (d) agreements regarding any Credit Party, its assets or operations or any investment therein to which any of its equity holders is a party or by which is bound, (e) real estate leases. Intellectual Property licenses or other lease or license agreements to which any Credit Party is a party, either as lessor or lessee, or as licensor or licensee (other than licenses arising from the purchase of off the shelf products), (f) customer, distribution, marketing or supply agreements to which any Credit Party is a party, in each case with respect to the preceding clauses (a) through (f) requiring payment of more than $1,500,000 in any year, (g) partnership agreements to which any Credit Party is a general partner or joint venture agreements to which any Credit Party is a party, (h) third-party billing arrangements to which any Credit Party is a party, or (i) any other agreements or instruments to which any Credit Party is a party, and the breach, nonperformance or cancellation of which, or the failure of which to renew, could reasonably be expected to have a Material Adverse Effect. Schedule 3.17 sets forth, with respect to each real estate lease agreement to which any Credit Party is a party (as a lessee) as of the Petition Date, the address of the subject property and the annual rental (or, where applicable, a general description of the method of computing the annual rental). The consummation of the transactions contemplated by the DIP Financing Documents will not give rise to a right of termination in favor of any party to any Material Contract (other than any Credit Party), except for such Material Contracts the noncompliance with which would not reasonably be expected to have a Material Adverse Effect.

Section 3.18 Compliance with Environmental Requirements; No Hazardous Materials. Except in each case as set forth on Schedule 3.18:

(a) To such Credit Party's Knowledge, no notice, notification, demand, request for information, citation, summons, complaint or order has been issued, no complaint has been filed, no penalty has been assessed and no investigation or review is pending, or to such Credit Party's Knowledge, threatened by any Governmental Authority or other Person with respect to any (i) alleged violation by any Credit Party of any Environmental Law, (ii) alleged failure by any Credit Party to have any Permits required in connection with the conduct of its business or to comply with the terms and conditions thereof, (iii) any generation, treatment, storage, recycling, transportation or disposal of any Hazardous Materials, or (iv) release of Hazardous Materials; and

(b) no property- now owned or leased by any Credit Party and, to the Knowledge of each Credit Party, no such property previously owned or leased by any Credit Party, to which any Credit Party has, directly or indirectly, transported or arranged for the transportation of any Hazardous Materials, is listed or, to such Credit Party's Knowledge, proposed for listing, on the National Priorities List promulgated pursuant to CERCLA, or CERCLIS (as defined in CERCLA) or any similar state list or is the subject of federal, state or local enforcement actions or. To the Knowledge of such Credit Party, other investigations which may lead to claims against

any Credit Party for clean-up costs, remedial work, damage to natural resources or personal injury claims, including, without limitation, claims under CERCLA.

For purposes of this Section 3.18, each Credit Party shall be deemed to include any business or business entity (including a corporation) that is, in whole or in part, a predecessor of such Credit Party.

Section 3.19 Intellectual Property. Each Credit Party owns, is licensed to use or otherwise has the right to use, all Intellectual Property that is necessary to the conduct of the business of such Credit Party. The foregoing representation and warranty shall not be construed as a representation or warranty by any Credit Party with respect to any actual or alleged infringement of any other Person's Intellectual Property. All Intellectual Property existing as of the Closing Date which is issued, registered or pending with any United States or foreign Governmental Authority (including, without limitation, any and all applications for the registration of any Intellectual Property with any such United States or foreign Governmental Authority) and all material licenses under which any Credit Party is the licensee of any registered Intellectual Property (or any application for the registration of Intellectual Property) owned by another Person are set forth on Schedule 3.19. Such Schedule 3.19 indicates with respect to such Intellectual Property owned by such Credit Party, the title, application or registration number, application or registration date and the jurisdiction in which such Intellectual Property is registered. Except as indicated on Schedule 3.19. the applicable Credit Party is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each such registered Intellectual Property (or application therefor) purported to be owned by such Credit Party, free and clear of any Liens other than Permitted Liens. To each Credit Party's Knowledge, each Credit Party conducts its business without infringement or claim of infringement of any Intellectual Property rights of others and there is no infringement or claim of infringement by others of any Intellectual Property rights of any Credit Party, which infringement or claim of infringement would have a Material Adverse Effect.

Section 3.20 Full Disclosure. None of the written information (financial or otherwise) furnished by or on behalf of any Credit Party to any Agent or any Lender in connection with the consummation of the transactions contemplated by the DIP Financing Documents, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading in light of the circumstances under which such statements were made. All financial projections delivered to any Agent and any Lender by the Credit Parties (or their agents) have been prepared on the basis of the assumptions stated therein. Such projections represent each Credit Party's best estimate of such Credit Party's future financial performance and such assumptions are believed by such Credit Party to be fair and reasonable in light of current business conditions in light of all Knowledge of such Credit Party at the time made; provided, however, that Credit Parties can give no assurance that such projections will be attained.

Section 3.21 Recitals Affirmed. Each of the Credit Parties acknowledges, confirms and agrees that the recitals to this Agreement are true and correct in all respects and that such recitals are incorporated into this Agreement and are and shall be deemed to be representations and warranties by the Credit Parties.

Section 3.22 Subsidiaries. Borrowers do not own any stock, partnership interests, limited liability company interests or other equity securities except for Permitted Investments.

Section 3.23 Priority. Each Credit Party hereby covenants, represents, warrants and agrees that upon the execution on this Agreement and entry of the Interim DIP Order (and, when applicable, the Final DIP Order), the Obligations under the Financing Documents shall, subject to (x) the Carve Out, (y) the Prepetition ABL Obligations and (z) the ABL Adequate Protection, at all times:

(a) be entitled to administrative expense claim status in the Chapter 11 Cases having a priority over all administrative expenses and any claims of any kind or nature whatsoever, specified in or ordered pursuant to section 105, 326, 327, 328, 330, 331, 361, 362, 363, 364, 365, 503, 506, 507(a), 507(b), 546, 552, 726, 1113 or 1114 or any other provisions of the Bankruptcy Code;

(b) be secured by a fully perfected security interest in and lien on all Collateral of each Debtor, as provided in and with the priority granted by the Interim DIP Order (and, when applicable, the Final DIP Order).

Section 3.24 Automatic Perfection. Each Credit Party hereby confirms and acknowledges that, pursuant to the Interim DIP Order (and, when entered, the Final DIP Order), Liens in favor of the Administrative Agent on behalf of and for the benefit of the Secured Parties in all of the Debtors' Collateral now existing or hereafter acquired, shall be created and perfected without the recordation or filing in accordance with any federal or state law, including, without limitation, in any federal patent or copyright recording office or repository, and state secretary of state recording office or repository, or state, county or local land records, or other federal or state filing offices, repositories or locals with respect to any security interest, lien, mortgage, assignment or similar instrument, and without having to take any action, or given any notice, to establish possession or control over any of the Debtors' Collateral, including, without limitation, cash, deposits accounts, investments, securities, Pledged Equity and any other Debtors' Collateral as to which possession or control would otherwise be required to perfect a security interest.

Section 3.25 Super Priority Nature of Obligations and Collateral Agent's Liens; Payment of Obligations. The priority of the Collateral Agent's Liens on the Collateral, claims and other interests shall be as set forth in the Financing Orders (and, for the avoidance of doubt, are subject to the Carve Out, the Prepetition ABL Obligations and the ABL Adequate Protection). Subject to the terms of the Financing Orders, upon the maturity (whether by acceleration or otherwise) of any of the Obligations under this Agreement or any of the other DIP Financing Documents, the Agents and the Lenders shall be entitled to immediate payment of such Obligations without application to or order of the Bankruptcy Court.

Section 3.26 Collateral. As security for the prompt, complete and indefeasible payment when due (whether on the payment dates or otherwise) of all the Obligations, each Credit Party grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Credit Party's Collateral.

Section 3.27 Discharge. Each of the Credit Parties agrees that (i) its obligations under the DIP Financing Documents and the Financing Orders shall not be discharged by the entry of an order confirming a Chapter 11 Plan (and each of the Credit Parties, pursuant to Section 1141(d)(4) of the Bankruptcy Code, hereby irrevocably waives any such discharge), and (ii) the DIP Claims granted to the Agents and the other Secured Parties pursuant to the Orders and the Liens granted to the Agents and the other Secured Parties pursuant to the Orders shall not be affected in any manner by the entry of an order confirming a Chapter 11 Plan unless (x) such obligations have been Paid in Full on or before the effective date of such confirmed Chapter 11 Plan or (y) each of the Agents and the Lenders have otherwise agreed in writing.

ARTICLE 4- AFFIRMATIVE COVENANTS

Each Credit Party agrees that, so long as any Credit Exposure exists:

Section 4.1 Financial Statements and Other Reports. LaVie will deliver to each Agent:

(a) as soon as available, but no later than thirty (30) days after the last day of each month, a company prepared combined balance sheet, cash flow and income statement covering LaVie and its Consolidated Subsidiaries' combined operations during the period, prepared under GAAP, consistently applied, certified by a Responsible Officer and in a form acceptable to Required Lenders;

(b) [reserved];

(c) as soon as available, audited combined annual financial statements of LaVie and its Consolidated Subsidiaries for the immediately prior Fiscal Year of LaVie (including the Fiscal Year ending December 31, 2023), prepared in accordance with GAAP, consistently applied, together with an unqualified opinion on the financial statements from an independent certified public accounting firm acceptable to the Required Lenders in their sole discretion;

(d) within five (5) days of delivery or filing thereof, copies of all statements, reports and notices made available to any Borrower's security holders or any holders of funded Debt and copies of all reports and other filings made by any Affiliate of any Credit Party or any Credit Party with any stock exchange on which any securities of any such Person are traded and/or the SEC;

(e) together with the financial reporting package described in (a) above, a report of all legal actions pending or threatened against any Borrower or any of its Subsidiaries that could result in damages or costs to any Borrower or any of its Subsidiaries of $300,000 or more;

(f) prompt written notice of an event that materially and adversely affects the value of any Intellectual Property;

(g) [Reserved];

(h) [Reserved];

(i) [Reserved]; and

(j) Without limiting clause (d) above, (i) contemporaneously with delivery thereof under the Prepetition ABL Credit Facility, a copy of each "Borrowing Base Certificate" (as therein defined) submitted pursuant to the Prepetition ABL Documents, and (ii) immediately upon receipt thereof under the Prepetition ABL Credit Facility, a copy of any material notice, demand or other communication received by any Credit Party or any of their Affiliates from any Prepetition ABL Secured Party.

Section 4.2 Payment and Performance of Obligations. Each Credit Party (a) will pay and discharge, and cause each Subsidiary to pay and discharge, on a timely basis as and when due, all of their respective obligations and liabilities, including tax liabilities and all obligations under leases, except for such obligations and/or liabilities (i) that may be the subject of a Permitted Contest, and (ii) the nonpayment or nondischarge of which would not have a Material Adverse Effect or result in a Lien against any Collateral, except for Permitted Liens, (b) will maintain, and cause each Subsidiary to maintain, in accordance with GAAP, appropriate reserves for the accrual of all of their respective obligations and liabilities, and (c) will not breach or permit any Subsidiary to breach, or permit to exist any default under, the terms of any lease, commitment, contract, instrument or obligation to which it is a party, or by which its properties or assets are bound, except for such breaches or defaults which would not reasonably be expected to cause, individually or in the aggregate, a Material Adverse Effect.

Section 4.3 Maintenance of Existence. Each Credit Party will preserve, renew and keep in full force and effect and in good standing, and will cause each Subsidiary to preserve, renew and keep in full force and effect and in good standing, their respective existence and their respective rights, privileges and franchises necessary or desirable in the normal conduct of business, except as permitted in writing by the Required Lenders.

Section 4.4 Maintenance of Property; Insurance.

(a) Each Credit Party will keep, and will cause each Subsidiary to keep, all property useful and necessary in its business in good working order and condition, ordinary wear and tear excepted.

(b) Upon completion of any Permitted Contest, each Credit Party shall, and will cause each Subsidiary to, promptly pay the amount due, if any, and deliver to Collateral Agent proof of the completion of the contest and payment of the amount due, if any.

(c) Each Credit Party will maintain (i) property insurance on all real and personal property on an all risks basis (including the perils of flood, windstorm and quake), covering the repair and replacement cost of all such property and coverage, (ii) business interruption and rent loss coverages with extended period of indemnity and indemnity for extra expense, in each case without application of coinsurance and with agreed amount endorsements, (iii) general and professional liability insurance (including products/completed operations liability coverage), and (iv) such other insurance coverage in such amounts and with respect to such risks as Required Lenders may request from time to time, pursuant to the insurance requirements attached hereto as Schedule 4.4; *provided*, *however*, that, in no event shall such insurance be in

amounts or with coverage less than, or with carriers with qualifications inferior to, any of the insurance or carriers in existence as of the Petition Date (or required to be in existence after the Closing Date under a DIP Financing Document). All such insurance shall be provided by insurers having an A.M. Best policyholders rating A VIII or higher.

(d) Following the Payment in Full of all Permitted Debt secured by Permitted Liens permitted to be senior to the Liens on the Collateral, within 45 days of a written request from the Required Lenders, each Credit Party will cause Collateral Agent to be named as an additional insured, assignee and lender loss payee (which shall include, as applicable, identification as mortgagee), as applicable, on each insurance policy required to be maintained pursuant to this Section 4.4 pursuant to endorsements in form and substance reasonably acceptable to Collateral Agent and which are not otherwise in violation of any applicable state insurance regulatory agency requirements. Borrowers shall deliver to Collateral Agent and the Lenders (i) on the Closing Date, a certificate from Credit Parties' insurance broker dated such date showing the amount of coverage as of such date, and that such policies will include effective waivers (whether under the terms of any such policy or otherwise) by the insurer of all claims for insurance premiums against all loss payees and additional insureds and all rights of subrogation against all loss payees and additional insureds, (ii) upon the request of any Lender from time to time full information as to the insurance carried, (iii) within ten (10) days of receipt of notice from any insurer, a copy of any notice of cancellation, nonrenewal or material change in coverage from that existing on the Petition Date, (iv) forthwith, notice of any cancellation or nonrenewal of coverage by any Credit Party, and (v) at least ten (10) Business Days prior to expiration of any policy of insurance, evidence of renewal of such insurance upon the terms and conditions herein required.

(e) In the event a Borrower fails to provide Collateral Agent with evidence of the insurance coverage required by this Agreement, Collateral Agent may purchase insurance at Credit Parties' expense to protect Collateral Agent's interests in the Collateral. This insurance may, but need not, protect such Credit Party's interests. The coverage purchased by Collateral Agent may not pay any claim made by such Credit Party or any claim that is made against such Credit Party in connection with the Collateral. Such Credit Party may later cancel any insurance purchased by Collateral Agent, but only after providing Collateral Agent with evidence that such Credit Party has obtained insurance as required by this Agreement. If Collateral Agent purchases insurance for the Collateral, Credit Parties will be responsible for the costs of that insurance to the fullest extent provided by law, including interest and other charges imposed by Collateral Agent in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added io the Obligations. The costs of the insurance may be more than the cost of insurance such Credit Party is able to obtain on its own.

Section 4.5 Compliance with Laws and Material Contracts. Each Credit Party will comply, and cause each Subsidiary to comply, with the requirements of all applicable Laws and Material Contracts, except to the extent that failure to so comply would not (a) reasonably be expected to have a Material Adverse Effect, or (b) result in any Lien upon a material portion of the assets of any such Person in favor of any Governmental Authority, or (c) violate a Financing Order (including the DIP Order Intercreditor Provisions).

Section 4.6 Inspection of Property, Books and Records. Each Credit Party will keep, and will cause each Subsidiary to keep, proper books of record substantially in accordance with GAAP in which full, true and correct entries shall be made of all dealings and transactions in relation to its business and activities; and will permit, and will cause each Subsidiary to permit, at the sole cost of the applicable Credit Party or any applicable Subsidiary, representatives of Agents and of any Lender to visit and inspect any of their respective properties, to examine and make abstracts or copies from any of their respective books and records, to conduct a collateral audit and analysis of their respective operations and the Collateral, to verify the amount and age of the Accounts, the identity and credit of the respective Account Debtors, to review the billing practices of Credit Parties and to discuss their respective affairs, finances and accounts with their respective officers, employees and independent public accountants as often as may reasonably be desired. In the absence of an Event of Default, any Agent or any Lender exercising any rights pursuant to this Section 4.6 shall give the applicable Credit Party or any applicable Subsidiary commercially reasonable prior notice of such exercise. No notice shall be required during the existence and continuation of any Event of Default or any time during which any Agent believes a Default exists.

Section 4.7 Use of Proceeds.

(a) The Credit Parties shall only use the proceeds of the Term Loans, in each case, subject to the Approved DIP Budget (including Permitted Variances) and the terms and conditions of the Interim DIP Order, the Final DIP Order, and the DIP Financing Documents, to (i) provide working capital and for other general corporate purposes of the Credit Parties, (ii) fund the costs of the administration of the Chapter 11 Cases (including professional fees and expenses), and (iii) fund interest, fees, and other payments contemplated in respect of the Obligations.

(b) Notwithstanding any other provision of the DIP Financing Documents, from and after the Closing Date, none of the Collateral, Prepetition Collateral (including cash Collateral), or any portion of the Carve Out may be used, directly or indirectly, by any Credit Party, any Committee, or any trustee appointed in the Chapter 11 Cases or any successor cases, including any chapter 7 cases, or any other Person:

(i) to seek authorization to obtain liens or security interests that are senior to, or pari passu with, the DIP Liens or the Prepetition Liens (except to the extent expressly set forth herein or in the Financing Orders);

(ii) in connection with the investigation, threatened litigation or prosecution of any claims, causes of action, adversary proceedings or other litigation or challenges (x) against any of the Lenders, the Prepetition Secured Parties, and each of their respective officers, directors, controlling persons, employees, agents, attorneys, affiliates, assigns, or successors of each of the foregoing (all in their capacities as such), or any action purporting to do the foregoing in respect of the Obligations, the Liens, Prepetition Secured Obligations, and/or the Adequate Protection Claims under the Financing Orders or (y) challenging the validity, binding effect, legality, enforceability, allowance, amount, characterization, extent and priority, or asserting any defense, counterclaim or offset with respect to, the Secured Obligations, the Adequate Protection Claims, and/or the liens, claims, rights, or security interests securing or supporting the Prepetition Secured

Obligations and the Adequate Protection Claim granted under the Interim DIP Order, the Final DIP Order or the DIP Financing Documents, including, in the case of each (x) and (y), without limitation, for lender liability, recharacterization, subordination, derivative claims, or pursuant to section 105, 510, 544, 547, 548, 549, 550 or 552 of the Bankruptcy Code, applicable non-bankruptcy law or otherwise, provided that, notwithstanding anything to the contrary herein, the proceeds of the Collateral (including Cash Collateral) may be used by the Committee up to an aggregate amount of no more than $50,000; or

(iii) to pay or to seek to pay any amount on account of any claims arising prior to the Petition Date unless such payments are approved or authorized by the Bankruptcy Court, agreed to in writing by the Lenders, expressly permitted under the Orders or permitted under the DIP Financing Documents (including the Approved DIP Budget, subject to the Permitted Variance), in each case unless all Obligations, Adequate Protection Claims, and claims granted to the Administrative Agent, Lenders and Prepetition Secured Parties under the Orders, have been refinanced or Paid in Full or otherwise agreed to in writing by the Lenders and the Prepetition Secured Parties.

Section 4.8 Lenders' Meetings. Upon reasonable request by any Agent, the Credit Parties shall make their senior management and advisors available at reasonable times and upon reasonable notice to the Agents and DIP Lenders to discuss the financial position, cash flows, variances, operations, sale process and general case status of the Credit Parties.

Section 4.9 Notices of Litigation and Defaults; Notices with Respect to Operating Leases. Borrowers will give prompt written notice to Administrative Agent (a) of any litigation or governmental proceedings pending or threatened (in writing) against Borrowers or other Credit Party which Borrowers in good faith believe that if adversely determined could have a Material Adverse Effect with respect to any Credit Party or which in any manner calls into question the validity or enforceability of any DIP Financing Document, (b) upon any Credit Party becoming aware of the existence of any Default or Event of Default, (c) if any Credit Party is in breach or default under or with respect to any Material Contract, or if any Credit Party is in breach or default under or with respect to any other contract, agreement, lease or other instrument to which it is a party or by which its property is bound or affected, which breach or default would have a Material Adverse Effect, (d) of any strikes or other labor disputes pending or, to any Credit Party's Knowledge, threatened against any Credit Party, (e) if there is any infringement or claim of infringement by any other Person of any Intellectual Property rights of any Credit Party that would have a Material Adverse Effect, or if there is any claim by any other Person that any Credit Party in the conduct of its business is infringing on the Intellectual Property rights of others, (f) of all returns, recoveries, disputes and claims that involve more than $1,000,000 per claim, dispute or recovery, (g) if there is any material adverse development in any litigation or governmental proceedings, to the extent such information can be provided to Administrative Agent in a manner that does not violate the attorney client privilege between the Credit Party(ies) named in such litigation or proceedings and its counsel as reasonably determined by such Credit Parties' counsel, (h) of any Event of Default (as defined in the Prepetition ABL Loan Documents) reasonably expected to result in the exercise of any remedy by the lender or its agent under the Prepetition ABL Loan Documents, including, but not limited to, the termination of the obligation to make advances or the acceleration of the obligations evidenced by the Prepetition ABL Loan

Documents, which notice shall state the Event of Default (as defined in the Prepetition ABL Documents), or (i) of any breach, or notice of alleged breach, by the Credit Parties and their Affiliates under the DOJ Settlement Agreement or DOJ Security Documents. The Credit Parties represent and warrant that Schedule 4.9 sets forth a complete list of all matters existing as of the Petition Date for which notice could be required under this Section and all litigation or governmental proceedings pending or threatened (in writing) against Borrowers or other Credit Parties as of the Closing Date. Borrowers further shall advise Agents and the DIP Lenders, together with each delivery of an updated Approved DIP Budget under Section 6.2, whether any Operating Lease, master lease or prime lease that has an expiration date prior to the date on which the next Approved DIP Budget is to be delivered in accordance with Section 6.2 will be renewed or terminated on such expiration date and, if such Operating Lease will be renewed, the expiration date of such renewal term.

Section 4.10 Hazardous Materials; Remediation. If any release or disposal of Hazardous Materials shall occur or shall have occurred on any real property or any other assets of any Borrower or any other Credit Party, such Borrower will cause, or direct the applicable Credit Party to cause, the prompt containment and removal of such Hazardous Materials and the remediation of such real property or other assets as is necessary to comply with all Environmental Laws and to preserve the value of such real property or other assets. Without limiting the generality of the foregoing, each Borrower shall, and shall cause each other Credit Party to, comply with each Environmental Law requiring the performance at any real property by any Borrower or any other Credit Party of activities in response to the release or threatened release of a Hazardous Material.

Section 4.11 Further Assurances.

(a) Each Credit Party will, at its own cost and expense, promptly and duly take, execute, acknowledge and deliver all such further acts, documents and assurances as may from time to time be reasonably necessary, or as any Agent or the Required Lenders may from time to time reasonably request in order to carry out the intent and purposes of the DIP Financing Documents and the transactions contemplated thereby, including all such actions to establish, create, preserve, protect and perfect a first priority Lien (subject only to Permitted Liens) in favor of Collateral Agent for itself and for the benefit of the Lenders on the Collateral (including Collateral acquired after the date hereof).

(b) Upon receipt of an affidavit of an officer of any Lender as to the loss, theft, destruction or mutilation of any Note or any other DIP Financing Document which is not of public record, and, in the case of any such mutilation, upon surrender and cancellation of such Note or other applicable DIP Financing Document, Credit Parties will issue, in lieu thereof, a replacement Note or other applicable Financing Document, dated the date of such lost, stolen, destroyed or mutilated Note or other Financing Document in the same principal amount thereof and otherwise of like tenor.

(c) Credit Parties will not form or acquire a new Subsidiary without the prior written consent of the Required Lenders. Credit Parties shall (i) pledge, have pledged or cause or have caused to be pledged to the Collateral Agent pursuant to a pledge agreement in form and substance reasonably satisfactory to the Collateral Agent, all of the outstanding shares of equity

interests or other equity interests of such new Subsidiary owned directly or indirectly by any Credit Party, along with undated stock or equivalent powers for such certificates, executed in blank; (ii) unless Required Lenders shall agree otherwise in writing, cause the new Subsidiary to take such other actions (including entering into or joining any Security Documents) as are reasonably requested by Required Lenders in order to grant the Collateral Agent, acting on behalf of the Lenders, a first priority Lien on all property of such Subsidiary which would constitute Collateral in existence as of such date and in all after acquired property, which first priority Liens are required to be granted pursuant to this Agreement; (iii) cause such new Subsidiary to either become a Borrower hereunder with joint and several liability for all obligations of Borrowers hereunder and under the other DIP Financing Documents pursuant to a joinder agreement or other similar agreement in form and substance reasonably satisfactory to Required Lenders or to become a Guarantor of the obligations of Borrowers hereunder and under the other Financing Documents pursuant to a guaranty and suretyship agreement in form and substance satisfactory to the Required Lenders; and (iv) except with respect to an Excluded Subsidiary, cause the new Subsidiary to deliver certified copies of such Subsidiary's certificate or articles of incorporation, together with good standing certificates, by-laws (or other operating agreement or governing documents), resolutions of the Board of Directors or other governing body, approving and authorizing the execution and delivery of the Security Documents, incumbency certificates and to execute and/or deliver such other documents and legal opinions or to take such other actions as may be reasonably requested by the Required Lenders, in each case, in form and substance reasonably satisfactory to the Required Lenders.

(d) Each of the Credit Parties shall timely and fully pay and perform its post-petition obligations under all leases and other agreements, in each case subject to any applicable current or future amendments, modifications, or waivers with respect thereto, with respect to each leased location where any Collateral, or any records related thereto, is or may be located.

(e) If at any time any Subsidiary or any Affiliate of any Credit Party commences or joins a Chapter 11 Case (or successor case) (each, an "**Additional Debtor**") the Credit Parties shall cause such Additional Debtor to, and shall not suffer such Additional Debtor to fail to: (i) join this Agreement to become a "Borrower" or a "Guarantor" hereunder with joint and several liability for all obligations of the Credit Parties hereunder and under the other DIP Financing Documents pursuant to a joinder agreement or other similar agreement in form and substance satisfactory to the Required Lenders or to otherwise become a Guarantor of the obligations of Credit Parties hereunder and under the other DIP Financing Documents pursuant to a guaranty and suretyship agreement in form and substance satisfactory to the Required Lenders, (ii) take such actions (including entering into or joining any Security Documents) as Required Lenders may request in order to grant the Collateral Agent, acting on behalf of the Agents and the Lenders, a Lien on all property of such Additional Debtor which would constitute Collateral in existence as of such date and in all after acquired property, which Liens shall have the priority required pursuant to this Agreement; and (iii) deliver certified copies of such Additional Debtor's certificate or articles of incorporation, together with good standing certificates, by-laws (or other operating agreement or governing documents), resolutions of the Board of Directors or other governing body, approving and authorizing the execution and delivery of such joinder or other agreement, such Security Documents, incumbency certificates and to execute and/or deliver such

other documents or to take such other actions as may be requested by the Required Lenders, in each case, in form and substance satisfactory to the Required Lenders.

Section 4.12 Milestones. The Credit Parties shall take all actions necessary to cause each of the follow to occur, the:

(a) No later than three (3) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order.

(b) No later than ten (10) calendar days after the Petition Date, the Credit Parties shall have filed a motion for approval of procedures for the marketing and sale of some or all of the Credit Parties' business enterprise (the "**Transaction**") under section 363 of the Bankruptcy Code or as sponsor of the Plan (the "**Bidding Procedures Motion**"), which motions and proposed bidding procedures shall be in form and substance reasonably acceptable to the Lenders.

(c) No later than thirty-five (35) calendar days after the Petition Date, the Bankruptcy Court shall have entered an order granting the Bidding Procedures Motion (the "**Bidding Procedures Order**"), which order shall be in form and substance reasonably acceptable to the Lenders.

(d) No later than thirty-five (35) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order.

(e) No later than forty-five (45) calendar days following the Petition Date, the Credit Parties shall have filed with the Bankruptcy Court a Plan and a related disclosure statement (the "**Disclosure Statement**"), in each case, in form and substance reasonably acceptable to the Lenders.

(f) The deadline for submitting final qualified bids under the Bidding Procedures Order shall be no later than ninety-five (95) calendar days after the Petition Date.

(g) Any auction to select a winning bidder under the Bidding Procedures shall be conducted no later than one hundred (100) days following the Petition Date.

(h) No later than one hundred ten (110) calendar days after the Petition Date, the Bankruptcy Court shall have entered an order approving the Transaction either by (i) approving the sale of some or all of the Credit Parties' assets under section 363 of the Bankruptcy Code or (ii) confirming the Plan, which order shall be in form and substance reasonably acceptable to the Lenders.

Section 4.13 [Reserved].

Section 4.14 [Reserved].

Section 4.15 Bankruptcy Pleadings.

(a) The Credit Parties will furnish to each Agent and each Lender, to the extent reasonably practicable, prior to filing with the Bankruptcy Court, the Final DIP Order and all other proposed orders and pleadings related to the Loans and the DIP Financing Documents, any other financing or use of Cash Collateral, any sale or other disposition of Collateral outside the ordinary course, cash management, adequate protection, any Chapter 11 Plan and/or any disclosure statement or supplemental document related thereto.

(b) The Credit Parties will furnish to each Agent and each Lender, to the extent reasonably practicable, no later than three (3) Business Days (or such shorter period as Administrative Agent may agree) prior to filing with the Bankruptcy Court all other filings, motions, pleadings, other papers or material notices to be filed with the Bankruptcy Court relating to any request (i) to approve any compromise and settlement of claims whether under Rule 9019 of the Federal Rules of Bankruptcy Procedure or otherwise, or (ii) for relief under Section 363, 365, 1113 or 1114 of the Bankruptcy Code, in each case other than notices, filings, motions, pleadings or other information concerning less than $500,000 in value.

ARTICLE 5- NEGATIVE COVENANTS

Each Credit Party agrees that, so long as any Credit Exposure exists:

Section 5.1 Debt; Contingent Obligations. No Credit Party will, or will permit any Subsidiary to, directly or indirectly, create, incur, assume, guarantee or otherwise become or remain directly or indirectly liable with respect to, any Debt, except for Permitted Debt (to the extent such Permitted Debt is not prohibited by the Interim DIP Order). No Credit Party will, or will permit any Subsidiary to, directly or indirectly, create, assume, incur or suffer to exist any Contingent Obligations, except for Permitted Contingent Obligations.

Section 5.2 Liens. No Credit Party will, or will permit any Subsidiary to, directly or indirectly, create, assume or suffer to exist any Lien on any asset now owned or hereafter acquired by it, except for Permitted Liens (to the extent such Permitted Lien is not prohibited by the Interim DIP Order).

Section 5.3 Restricted Distributions. No Credit Party will, or will permit any Subsidiary to, directly or indirectly, declare, order, pay, make or set apart any sum for any Restricted Distribution, except for Permitted Distributions.

Section 5.4 Restrictive Agreements. No Credit Party will, or will permit any Subsidiary to, directly or indirectly (a) enter into or assume any agreement (other than (i) the DIP Financing Documents, (ii) any agreements for purchase money debt permitted under clause (c) of the definition of Permitted Debt and (iii) any licenses entered into in the Ordinary Course of Business that prohibit any Lien on such licenses (but not any other properties or assets of such Credit Party) and such restriction pertaining to any licenses effective after the Closing Date is disclosed in writing to the Required Lenders or customary provisions in leases and other contracts restricting the subletting or assignment thereof) prohibiting the creation or assumption of any Lien upon its properties or assets, whether now owned or hereafter acquired, or (b) create or otherwise cause or suffer to exist or become effective any encumbrance or restriction of any kind (except for Permitted Liens to the extent that such Permitted Lien is not prohibited by the Interim DIP Order) on the

ability of any Subsidiary to: (i) pay or make Restricted Distributions to any Credit Party or any Subsidiary; (ii) pay any Debt owed to any Credit Party or any Subsidiary; (iii) make loans or advances to any Credit Party or any Subsidiary; or (iv) transfer any of its property or assets to any Credit Party or any Subsidiary, except for, in each case, encumbrances or restrictions set forth in contracts or agreements relating to any Permitted Asset Disposition; *provided* such encumbrances or restrictions (A) are in place only pending the closing of such sale or disposition and (B) apply only to the relevant asset that is to be sold.

Section 5.5 Modifications .

No Credit Party will, and will not permit any Subsidiary to, directly or indirectly (i) declare, pay, make or set aside any amount for payment in respect of Debt except in accordance with the term of the Financing Orders (including the DIP Order Intercreditor Provisions) and the DIP Financing Documents, (ii) declare, pay, make or set aside any amount for payment in respect of any Debt hereinafter incurred that, by its terms, or by separate agreement, is subordinated to the Obligations except in accordance with the terms of the Financing Orders (including the DIP Order Intercreditor Provisions), or (iii) amend or otherwise modify the terms of any Debt in any manner or, solely in the case of the Prepetition ABL Credit Facility and any Prepetition Omega Secured Obligations, if the effect of such amendment or modification is to (A) increase the interest rate or fees on, or change the manner or timing of payment of, such Debt, (B) accelerate or shorten the dates upon which payments of principal or interest are due on, or the principal amount of such Debt, (C) change in a manner adverse to any Credit Party or any Agent or any Lender any event of default or add or make materially more restrictive any covenant with respect to such Debt, (D) change the subordination provisions thereof (or the subordination terms of any guaranty thereof), or (E) change or amend any other term if such change or amendment would increase the obligations of the obligor or confer additional rights on the holder of such Debt in a manner adverse to Credit Parties, any Subsidiaries, Agents or Lenders. Each Credit Party shall, prior to entering into any such amendment or modification, deliver to Agents reasonably in advance of the execution thereof, any final or execution form copy thereof.

Section 5.6 Consolidations, Mergers and Sales of Assets; Change in Control.

(a) No Credit Party will, or will permit any Subsidiary to, directly or indirectly (i) consolidate or merge or amalgamate with or into any other Person, other than a merger, consolidation or amalgamation of a Credit Party with and into another Credit Party except with the approval of the Bankruptcy Court or, if Bankruptcy Court approval is not required, on terms and conditions satisfactory to the Required Lenders, or (ii) consummate any Asset Dispositions other than Permitted Asset Dispositions.

(b) No Credit Party will suffer or permit to occur any Change in Control with respect to itself or any Subsidiary.

(c) [Reserved]

(d) [Reserved]

(e) [Reserved].

(f) [Reserved].

(g) [Reserved].

(h) Notwithstanding the foregoing, Inactive Subsidiaries that are not Debtors in a Chapter 11 Case (or successor case) may be liquidated or dissolved as long as any remaining assets of such liquidated or dissolved Inactive Subsidiaries are transferred to one or more Credit Parties or disposed of in one or more Permitted Asset Dispositions.

Section 5.7 Purchase of Assets, Investments. No Credit Party will, or will permit any Subsidiary to, directly or indirectly (a) acquire or enter into any agreement to acquire any assets other than inventory, equipment and licenses in the Ordinary Course of Business; (b) engage or enter into any agreement to engage in any joint venture or partnership with any other Person; or (c) acquire or own or enter into any agreement to acquire or own any Investment in any Person other than Permitted Investments.

Section 5.8 Transactions with Affiliates. Except as existing on the Petition Date and disclosed on Schedule 5.8, and except for transactions that contain terms that are no less favorable to the applicable Credit Party or any Subsidiary, as the case may be, than those which might be obtained from a third party not an Affiliate of any Credit Party and which, with respect to such transactions involving total consideration of at least $500,000, are disclosed in writing to Administrative Agent on the next Approved DIP Budget due pursuant to the terms hereof after the effective date of such transaction, no Credit Party will, or will permit any Subsidiary to, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of any Credit Party; provided that, notwithstanding the foregoing, the restrictions set forth in this Section 5.8 shall not apply to (a) Permitted Distributions or (b) the terms of any Operating Lease existing on the Petition Date as disclosed on Schedule 5.8 entered into by and between a Credit Party and an Affiliate of such Credit Party, or so long as the terms of such Operating Lease are approved by the Required Lenders.

Section 5.9 Modification of Organizational Documents. No Credit Party will, or will permit any Subsidiary to, directly or indirectly, amend or otherwise modify any Organizational Documents of such Person.

Section 5.10 Modification of Certain Agreements. No Credit Party will, or will permit any Subsidiary to, directly or indirectly, amend or otherwise modify any Material Contract, which amendment or modification in any case: (a) is contrary to the terms of this Agreement or any other DIP Financing Document; (b) could likely be adverse to the rights, interests or privileges of the Agents or the Lenders or their ability to enforce the same; (c) results in the imposition or expansion in any material respect of any obligation of or restriction or burden on any Credit Party or any Subsidiary; or (d) reduces in any material respect any rights or benefits of any Credit Party or any Subsidiaries (it being understood and agreed that any such determination shall be made in the good faith discretion of the Required Lenders). Each Credit Party shall, prior to entering into any amendment or other modification of any of the foregoing documents, deliver to each Agent reasonably in advance of the execution thereof, any final or execution form copy of amendments

or other modifications to such documents, and such Credit Party agrees not to take, nor permit any of its Subsidiaries to take, any such action with respect to any such documents without obtaining such approval from the Required Lenders.

Section 5.11 Conduct of Business. No Credit Party will, or will permit any Subsidiary to, directly or indirectly, engage in any line of business other than those businesses engaged in on the Closing Date. No Credit Party will, or will permit any Subsidiary to, other than in the Ordinary Course of Business, change its normal billing payment and reimbursement policies and procedures with respect to its Accounts (including, without limitation, the amount and timing of finance charges, fees and write-offs).

Section 5.12 Lease Payments. No Credit Party will, or will permit any Subsidiary to, directly or indirectly, incur or assume (whether pursuant to a Guarantee or otherwise) any liability for rental payments except (i) under any (A) Operating Lease or (B) Capital Lease Obligation permitted under Section 5.1 or (ii) in the Ordinary Course of Business.

Section 5.13 Limitation on Sale and Leaseback Transactions. No Credit Party will, or will permit any Subsidiary to, directly or indirectly, enter into any arrangement with any Person whereby, in a substantially contemporaneous transaction, any Credit Party or any Subsidiary sells or transfers all or substantially all of its right, title and interest in an asset and, in connection therewith, acquires or leases back the right to use such asset.

Section 5.14 Deposit Accounts and Securities Accounts; Payroll and Benefits Accounts. No Credit Party will, or will permit any other Credit Party to, directly or indirectly, establish any new Deposit Account or Securities Account without prior written notice to Collateral Agent, and unless Collateral Agent, such Credit Party or such Subsidiary and the bank, financial institution or securities intermediary at which the account is to be opened enter into a Deposit Account Control Agreement or Securities Account Control Agreement concurrently with the establishment of such Deposit Account or Securities Account. Credit Parties represent and warrant that Schedule 5.14 lists all of the Deposit Accounts and Securities Accounts of each Credit Party as of the Closing Date.

Section 5.15 Compliance with Anti-Terrorism Laws. Agents hereby notify Credit Parties that pursuant to the requirements of Anti-Terrorism Laws, and Agents' policies and practices, Agents are required to obtain, verify and record certain information and documentation that identifies Borrowers and its principals, which information includes the name and address of each Borrower and its principals and such other information that will allow each Agent to identify such party in accordance with Anti-Terrorism Laws. No Borrower will, or will permit any Subsidiary to, directly or indirectly, enter into any transaction or dealing with any Blocked Person, including any Person listed on the OFAC Lists, or otherwise in violation of any Anti-Terrorism Law. Each Borrower shall immediately notify each Agent if such Borrower has Knowledge that any Borrower, any additional Credit Party or any of their respective Affiliates or agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement is or becomes a Blocked Person or (a) is convicted on, (b) pleads nolo contendere to, (c) is indicted on, or (d) is arraigned and held over on charges involving money laundering or predicate crimes to money laundering or any Anti-Terrorism Law. No Borrower will, or will permit any Subsidiary

to, directly or indirectly, (i) conduct any business or engage in any transaction or dealing with any Blocked Person, including, without limitation, the making or receiving of any contribution of funds, goods or services to or for the benefit of any Blocked Person, or otherwise in violation of any Anti-Terrorism Law, (ii) deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224, any similar executive order or other Anti-Terrorism Law, or (iii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in Executive Order No. 13224 or other Anti-Terrorism Law.

Section 5.16 Excluded Subsidiaries. No Credit Party shall assign or otherwise transfer any Collateral or any proceeds of the Loans to any Person that is not a Credit Party, other than pursuant to an Order entered by the Bankruptcy Court and with the prior written consent of the Required Lenders.

ARTICLE 6- APPROVED DIP BUDGET

Each Credit Party agrees that, so long as any Credit Exposure exists:

Section 6.1 Compliance with Approved DIP Budget. All borrowings hereunder, and the use of cash Collateral, shall at all times comply with the Approved DIP Budget (subject to Permitted Variances).

Section 6.2 Variance Reporting.

(a) By 5:00 p.m. Eastern Time on the fourth business day of the fourth full week after the Petition Date (each, a "**Reporting Date**"), and then on the fourth Business Day of every week thereafter, the Debtors shall deliver to the Agents a Variance Report showing comparisons of actual results for each line item against such line item in the Approved DIP Budget.

(b) Each Variance Report shall indicate whether there are any adverse variances that exceed the allowed, variances, which means, in each case measured on a cumulative basis for the prior four-week period and for the period from the Petition Date, (x) up to 15% in the aggregate for all "Total Operating Disbursements"(as defined in the Approved DIP Budget), excluding, for the avoidance of doubt, "Non-Operating Disbursements" and "Restructuring Disbursements" in the Approved DIP Budget and (y) up to 15% in the aggregate for all "Total Receipts" (as defined in the Approved DIP Budget) (each, a "**Permitted Variance**").

Section 6.3 Budget Reporting; Budget Updates.

(a) On the first Thursday of each weekly period after the Reporting Date (the "**Budget Testing Start Date**"), the Borrowers shall deliver updates to the Initial DIP Budget (or the previously supplemented Approved DIP Budget), as the case may be, covering the 13-week period that commences with the beginning of the week immediately following the week in which the supplemental budget is required to be delivered, consistent with the form and level of detail set forth in the Initial DIP Budget (each such supplemental budget, an "**Updated DIP Budget**").

(b) The Updated DIP Budget will replace the Initial DIP Budget (or the previously supplemented Approved DIP Budget, as the case may be) as the Approved DIP Budget, unless the Required Lenders otherwise object within two (2) Business Days of the receipt thereof to the substance of such Updated DIP Budget on the basis of such Updated DIP Budget not being based on reasonable assumptions, as being inconsistent with the terms, conditions and covenants under the DIP Financing Documents, or being based on information that is incorrect in any material respect, in which case the Updated DIP Budget will be as agreed in good faith by the Required Lenders, and the Debtors; *provided* that, in the event of an objection to the Updated DIP Budget in accordance with this Section, the then-current Approved DIP Budget shall remain in effect, effective as of the beginning of the week immediately following the week in which it was delivered. Each Approved DIP Budget shall be filed with the Bankruptcy Court.

ARTICLE 7- GUARANTY

Section 7.1 Guaranty. Each Guarantor hereby absolutely and unconditionally guarantees, as a guaranty of payment and not as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, of any and all Obligations (collectively, the "**Guaranteed Obligations**"), subject to, and in accordance with, the terms of the Financing Orders. The Administrative Agent's books and records showing the amount of the Guaranteed Obligations shall be admissible in evidence in any action or proceeding, and shall be binding upon each Guarantor and conclusive, absent manifest error, for the purpose of establishing the amount of the Guaranteed Obligations. This Article 7 (this "**Guaranty**") shall not be affected by the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any instrument or agreement evidencing any Guaranteed Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Guaranteed Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty other than Payment in Full, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing (other than the defense of Payment in Full). Anything contained herein to the contrary notwithstanding, the obligations of each Guarantor hereunder at any time shall be limited to an aggregate amount equal to the largest amount that would not render its obligations hereunder subject to avoidance as a fraudulent transfer or conveyance under Section 548 of the Bankruptcy Code (Title 11, United States Code) or any comparable provisions of any similar federal or state law after giving effect to the value of any rights of subrogation, contribution, reimbursement or indemnity of such Guarantor pursuant to applicable law or agreement, including Section 7.6(b).

Section 7.2 No Setoff or Deductions; Taxes; Payments. Each Guarantor represents and warrants that it is organized and resident in the United States of America. Subject to the Financing Orders, each Guarantor shall make all payments hereunder without condition or deduction for any counterclaim, defense, recoupment, or setoff. Any and all payments by each Guarantor hereunder shall be made in accordance with the requirements of Article 2 of this Agreement and each Guarantor shall comply with the requirements of Article 2 of this Agreement, in each case as if

each reference to a Borrower therein were a reference to such Guarantor, and regardless of whether the Agreement remains in effect. The obligations of each Guarantor under this Section 7.2 shall survive the Payment in Full and termination of this Guaranty.

Section 7.3 Rights of Agents and DIP Lenders. Each Guarantor consents and agrees that the Agents and the other DIP Lenders may, without obligation, subject to the Financing Orders, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (a) amend, extend, renew, compromise, discharge, accelerate or otherwise change the time for payment or the terms of the Guaranteed Obligations or any part thereof; (b) take, hold, exchange, enforce, waive, release, fail to perfect, sell, or otherwise dispose of any security for the payment of this Guaranty or any Guaranteed Obligations; (c) apply such security and direct the order or manner of sale thereof as the Agents and the other DIP Lenders in their sole discretion may determine; and (d) release or substitute one or more of any endorsers or other guarantors of any of the Guaranteed Obligations. Without limiting the generality of the foregoing, subject to the Financing Orders, each Guarantor consents to the taking of, or failure to take, any action which might in any manner or to any extent vary the risks of such Guarantor under this Guaranty or which, but for this provision, might operate as a discharge of such Guarantor.

Section 7.4 Certain Waivers. Each Guarantor waives (a) any defense arising by reason of any disability or other defense of any Borrower or any other guarantor, or the cessation from any cause whatsoever (including any act or omission of any DIP Lender) of the liability of any Borrower other than due to the indefeasible Payment in Full; (b) any defense based on any claim that such Guarantor's obligations exceed or are more burdensome than those of the Borrowers or any other guarantor; (c) any applicable statute of limitations affecting any Guarantor's liability hereunder; (d) any right to require the Agents or any other DIP Lender to proceed against any Borrower, proceed against or exhaust any security for the Guaranteed Obligations, or pursue any other remedy in the Agents' or any other DIP Lender's power whatsoever and any defense based upon the doctrines of marshalling of assets or of election of remedies; (e) any benefit of and any right to participate in any security now or hereafter held by the Agents or any other DIP Lenders; (f) any fact or circumstance related to the Guaranteed Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty, except for the indefeasible Payment in Full and performance in full of each Guaranteed Obligations; and (g) to the fullest extent permitted by law, any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties (other than the defense of Payment in Full). Each Guarantor expressly waives, to the maximum extent permitted by applicable law, all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Guaranteed Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Guaranteed Obligations.

Section 7.5 Obligations Independent. The obligations of each Guarantor hereunder are those of primary obligor, and not merely as surety, and are separate and distinct from the Guaranteed Obligations of the Borrowers and the obligations of any other guarantor, and a separate

action may be brought against each Guarantor to enforce this Guaranty whether or not any Borrower, any other Guarantor, or any other person or entity is joined as a party.

Section 7.6 Subrogation.

(a) No Guarantor shall exercise any right of subrogation, contribution, indemnity, reimbursement or similar rights with respect to any payments it makes under this Guaranty until all of the Obligations and any amounts payable under this Guaranty have been Paid in Full and any commitments of the DIP Lenders or facilities provided by the DIP Lenders with respect to the Obligations are terminated. If any amounts are paid to a Guarantor in violation of the foregoing limitation, then such amounts shall be held in trust for the benefit of the DIP Lenders and shall forthwith be paid to the Administrative Agent for the benefit of the DIP Lenders to reduce the amount of the Obligations, whether matured or unmatured.

(b) Subject to, and in accordance with, the terms of the Financing Orders, the Guarantors hereby agree, as among themselves, that if any Guarantor or any other guarantor of the Obligations shall become an Excess Funding Guarantor (as defined below), but subject to the succeeding provisions of this Section 7.6(b), to pay to such Excess Funding Guarantor an amount equal to such Guarantor's Pro Rata Share (as defined below and determined, for this purpose, without reference to the properties, assets, liabilities and debts of such Excess Funding Guarantor) of such Excess Payment (as defined below). The payment obligation of any Guarantor to any Excess Funding Guarantor under this Section 7.6(b) shall be subordinate and subject in right of payment to the prior Payment in Full of such Guarantor under the other provisions of this Guaranty, and such Excess Funding Guarantor shall not exercise any right or remedy with respect to such excess except as provided in Section 7.6(a) above or in any similar provision of any other guaranty of the Obligations. For purposes hereof, (i) "**Excess Funding Guarantor**" shall mean, in respect of any obligations arising under the other provisions of this Guaranty and any similar provisions of any other guaranty of the, a Guarantor or any other guarantor of the Guaranteed Obligations that has paid an amount in excess of its Pro Rata Share of the Guaranteed Obligations; (ii) "**Excess Payment**" shall mean, in respect of any Guaranteed Obligations, the amount paid by an Excess Funding Guarantor in excess of its Pro Rata Share of such Guaranteed Obligations; and (iii) "**Pro Rata Share**", for purposes of this Section 7.6(b), shall mean, for any Guarantor or any other guarantor of the Obligations, the ratio (expressed as a percentage) of (x) the amount by which the aggregate present fair saleable value of all of its assets and properties exceeds the amount of all debts and liabilities of such guarantor (including contingent, subordinated, unmatured, and unliquidated liabilities, but excluding the obligations of such guarantor under this Guaranty or the other applicable guaranty) to (y) the amount by which the aggregate present fair saleable value of all assets and other properties of the Borrowers, all of the Guarantors and all of the other guarantors of the Guaranteed Obligations exceeds the amount of all of the debts and liabilities (including contingent, subordinated, unmatured, and unliquidated liabilities, but excluding the obligations of the Borrowers under this Agreement, the Guarantors hereunder and any other guarantors of the Guaranteed Obligations under the applicable guaranties) of the Borrowers, all of the Guarantors and all of the other guarantors of the Guaranteed Obligations, all as of the Closing Date (if any Guarantor becomes a party hereto (or any other guarantor of the Guaranteed Obligations becomes a party to the applicable guaranty) subsequent to the Closing Date, then for purposes of this Section 7.6(b) such subsequent guarantor shall be deemed to have been a guarantor of the Guaranteed

Obligations as of the Closing Date and the information pertaining to, and only pertaining to, such guarantor as of the date such guarantor became a guarantor of the Guaranteed Obligations shall be deemed true as of the Closing Date).

Section 7.7 Termination; Reinstatement.

(a) This Guaranty is a continuing and irrevocable guaranty of all Guaranteed Obligations now or hereafter existing and shall remain in full force and effect; provided that the Guarantors shall be released from their respective guarantee obligations and other obligations under this Guaranty as follows: (i) with respect to all Guarantors, upon the Payment in Full, (ii) with respect to any Guarantor that ceases to be a Subsidiary as a result of a transaction permitted under this Agreement or the Financing Orders, automatically upon such Guarantor so ceasing to be a Subsidiary, and (iii) with respect to any other release of a Guarantor, upon approval, authorization or ratification in writing in accordance with Article 11.16 of this Agreement.

(b) Notwithstanding the foregoing, this Guaranty shall continue in full force and effect or be revived, as the case may be, if any payment by or on behalf of any Borrower or any other Credit Party is made, or any Agent or any other DIP Lender exercises its right of setoff, in respect of the Guaranteed Obligations and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by any Agent or any other DIP Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any debtor relief laws or otherwise, to the extent of such payment, all as if such payment had not been made or such setoff had not occurred and whether or not any Agent or any other DIP Lender is in possession of or has released this Guaranty and regardless of any prior revocation, rescission, termination or reduction. The foregoing obligations of each Guarantor under this clause (b) shall survive termination of this Guaranty.

Section 7.8 Stay of Acceleration. In the event that acceleration of the time for payment of any of the Guaranteed Obligations is stayed, in connection with any case commenced by or against any Guarantor or any Borrower under any debtor relief laws, or otherwise, all such amounts shall nonetheless be payable by each Guarantor immediately upon demand by any Agent.

Section 7.9 Condition of Borrowers. Each Guarantor acknowledges and agrees that it has the sole responsibility for, and has adequate means of obtaining from each Borrower and any other Guarantor such information concerning the financial condition, business and operations of such Borrower and any such other guarantor as such Guarantor requires, and that neither Agent nor any other DIP Lender has any duty, and such Guarantor is not relying on any Agent or any other DIP Lender at any time, to disclose to such Guarantor any information relating to the business, operations or financial condition of any Borrower or any other guarantor (each Guarantor waiving any duty on the part of any Agent or any other DIP Lender to disclose such information and any defense relating to the failure to provide the same).

Section 7.10 Setoff. Subject to the Financing Orders, if an Event of Default shall have occurred and be continuing, each DIP Lender and each of their respective Affiliates are hereby authorized at any time and from time to time, to the fullest extent permitted by applicable law, to

set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held and other obligations (in whatever currency) at any time owing by such DIP Lender or any such Affiliate to or for the credit or the account of a Guarantor against any and all of the obligations of such Guarantor now or hereafter existing under this Agreement or any other DIP Financing Document to such DIP Lender, irrespective of whether or not such DIP Lender shall have made any demand under this Agreement or any other DIP Financing Document and although such obligations may be contingent or unmatured or are owed to a branch or office of such DIP Lender different from the branch or office holding such deposit or obligated on such indebtedness. The rights of each DIP Lender and their respective Affiliates under this Section are in addition to other rights and remedies (including other rights of setoff) that such DIP Lender or their respective Affiliates may have. Each DIP Lender agrees to notify a Borrower and the Administrative Agent promptly after any such setoff and application, provided that the failure to give such notice shall not affect the validity of such setoff and application.

Section 7.11 Several Enforcement. This Guaranty shall apply to each Guarantor and may be enforced against each Guarantor as if each Guarantor had executed a separate agreement. Except as expressly set forth in this Guaranty, no Guarantor shall have any contractual rights or obligations against any other Guarantor under this Guaranty, including any rights to have this Guaranty enforced ratably or any right to restrict the amendment or waiver hereof with respect to another Guarantor.

ARTICLE 8- REGULATORY MATTERS

Section 8.1 Additional Defined Terms. The following additional definitions are hereby appended to Section 1.1 of this Agreement:

"**Accrediting Organization**" means any Person from which any Credit Party has received an accreditation as of the Closing Date or thereafter.

"**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, as the same may be amended, modified or supplemented from time to time, and any successor statute thereto, and any and all rules or regulations promulgated from time to time thereunder.

"**HIPAA Compliant**" shall mean that the applicable Person is in compliance with each of the applicable requirements of the so-called "Administrative Simplification" provisions of HIPAA, and is not and would not likely become the subject of any civil or criminal penalty, process, claim, action or proceeding, or any administrative or other regulatory review, survey, process or proceeding (other than routine surveys or reviews conducted by any government health plan or other accreditation entity) that could result in any of the foregoing or that would likely have a Material Adverse Effect on such Person's business, operations, assets, properties or condition (financial or otherwise), in connection with any actual or potential violation by such Person of the provisions of HIPAA.

"**Material Third-Party Payor**" means, with respect to each Operator, Medicare, Medicaid, and any other Third-Party Payor that accounted for 10% or more of the annual revenue at the Project operated by such Operator during the twelve-month period ending on the last day of the most recent calendar month.

"**Material Third-Party Payor Program**" means a Third-Party Payor Program sponsored by a Material Third-Party Payor.

"**Resident Agreements**" means the singular or collective reference to all patient and resident care agreements, admission agreements and service agreements which include an occupancy agreement and all amendments, modifications or supplements thereto.

Section 8.2 Representations and Warranties. To induce Agents and Lenders to enter into this Agreement and to make credit accommodations contemplated hereby, Borrowers and the other Credit Parties hereby represent and warrant that, except as disclosed in Schedule 8.2, the following statements are true, complete and correct as of the date hereof, and Borrowers hereby covenant and agree to notify the Agents and the Lenders within three (3) Business Days (but in any event prior to Borrowers submitting any requests for advances) following the occurrence of any facts, events or circumstances within the Knowledge of any Credit Party, whether threatened, existing or pending, that would make any of the following representations and warranties untrue, incomplete or incorrect (together with such supporting data and information as shall be necessary to fully explain to the Agents and Lenders the scope and nature of the fact, event or circumstance), and shall provide within two (2) Business Days of any Agent's or any Lender's request, such additional information as such Agent or such Lender shall request regarding such disclosure:

(a) Healthcare Permits. Credit Parties have (i) each Healthcare Permit and other rights from, and have made all declarations and filings with, all applicable Governmental Authorities, all self-regulatory authorities and all courts and other tribunals necessary to engage in the ownership, management and operation of the Projects or the assets of any Credit Party, and (ii) no Knowledge that any Governmental Authority is considering limiting, suspending or revoking any such Healthcare Permit. All such Healthcare Permits are valid and in full force and effect and Credit Parties are in material compliance with the terms and conditions of all such Healthcare Permits, except where such revocation or failure to be in such compliance or for a Healthcare Permit to be valid and in full force and effect would not have a Material Adverse Effect.

(b) Specific Licensing. Each Project is duly licensed under the applicable Laws of the state where the Project is located. The licensed bed or unit capacity of each Project is shown on Schedule 8.1. Except as would not have a Material Adverse Effect, Credit Parties have not applied to reduce the number of licensed beds or units in the Projects or for approval to move any and all of the licensed beds or units in the Projects to any other location and there are no proceedings to reduce the number of licensed beds or units in the Projects.

(c) Operating Leases. If required under applicable Healthcare Laws, the Operating Lease has been approved by all necessary Governmental Authorities.

(d) Resident Agreements. The Resident Agreements comply, in all material respects, with all applicable Laws, including applicable Healthcare Laws.

(e) Accreditation. Except as would not have a Material Adverse Effect, the Credit Parties have received and maintain accreditation in good standing and without material impairment by all applicable Accrediting Organizations, to the extent required by law (including any equivalent regulation). No Credit Party or Manager has received any written notice or

communication from any Accrediting Organization since the June 1, 2018 that a Project is (i) subject to or is required to file a plan of correction with respect to any accreditation survey, except where such plan of correction would not have a Material Adverse Effect, or (ii) in danger of losing its accreditation due to a failure to comply with a plan of correction.

(f) Participation Agreements/Provider Status/Cost Reports.

(i) No Credit Party or Manager has received any written notice or communication regarding any investigation, audit, claim review, or other action pending and, to the knowledge of all Credit Parties and Mangers, no such action is threatened which could result in a revocation, suspension, termination, probation, restriction, limitation, or non-renewal of any Material Third-Party Payor participation agreement or provider number or other material Healthcare Permit or result in a Credit Party's exclusion from any Material Third-Party Payor Program, nor, to the Knowledge of any Credit Party, has any Material Third-Party Payor Program made any decision not to renew any participation agreement or provider agreement or other Healthcare Permit related to any Project, nor have the Credit Parties made any decision not to renew any Material Third-Party Payor participation agreement or provider agreement or other material Healthcare Permit except where such non-renewal would not have a Material Adverse Effect, nor is there any action pending or, to the Knowledge of the Credit Parties, threatened to impose material intermediate or alternative sanctions with respect to any Project.

(ii) Since June 1, 2018, with respect to federal health care programs, as defined in 42 U.S.C. § 1320a-7b(f) ("**Federal Healthcare Programs**"), or the applicable state's statute of limitations, with respect to non-Federal Healthcare Programs, their contractors, have properly and legally billed all intermediaries and Third-Party Payors for services rendered with respect to the Projects and have maintained their records to reflect such billing practices except where such noncompliance would not have a Material Adverse Effect. No funds relating to any Credit Party are now, or, to the Knowledge of the Credit Parties, will be withheld by any Third-Party Payor.

(iii) Each Credit Party has the requisite participation agreement or provider number or other Healthcare Permit to bill the Medicare program and the respective Medicaid programs in the state or states in which such Credit Party operates (to the extent such Credit Party participates in the Medicare or Medicaid program in such state or states) and all other Material Third-Party Payor Programs.

(iv) Since June 1, 2018, all cost reports and financial reports submitted by the Credit Parties to Material Third-Party Payors have been materially accurate and complete and have not been misleading in any material respects. No cost reports for the Projects remain "open" or unsettled outside of the ordinary course of business and there are no current, pending or outstanding reimbursement audits or appeals pending before any Material Third-Party Payor Program with respect to the Projects or the Borrowers, except in accordance with applicable settlement or appeals procedures that are timely and diligently pursued (*provided*, *however*, that the amount at issue in any appeal does not

exceed $300,000) and except as a result of the standard procedures of or any processing delays of the applicable Material Third-Party Payor Program.

(g) No Violation of Healthcare Laws.

(i) None of the Projects, the Credit Parties or any Manager are, or have been since Juine 1, 2018, in violation of any Healthcare Laws, except where any such violation would not have a Material Adverse Effect.

(ii) The Credit Parties are HIPAA Compliant, except where such noncompliance would not have a Material Adverse Effect.

(h) Proceedings. No Credit Party, Manager, nor any Project is subject to any proceeding, suit or, to the Credit Parties' Knowledge, investigation by any federal, state or local government or quasi-governmental body, agency, board or authority or any other administrative or investigative body (including the Office of the Inspector General of the United States Department of Health and Human Services): (i) which may result in the imposition of a fine, alternative, interim or final sanction, or a lower reimbursement rate for services rendered to eligible patients which has not been provided for on their respective financial statements, that would have a Material Adverse Effect on any Credit Party or the operation of any individual Project; (ii) which likely would result in the revocation, transfer, surrender, suspension or other material impairment of the operating certificate, provider agreement or Healthcare Permits of any Project; (iii) which pertains to or requests any voluntary disclosure pertaining to a potential material overpayment matter involving the submission of claims to such payor by a Credit Party; or (iv) which pertains to any state or federal Medicare or Medicaid cost reports or claims filed by any Credit Party (including, without limitation, any reimbursement audits), or any disallowance by any commission, board or agency in connection with any audit of such cost reports;

(i) Ancillary Laws. Since June 1, 2018, Credit Parties have received no notice, and to the Knowledge of any Credit Party, are not aware, of any material violation of applicable antitrust laws, employment or landlord-tenant laws of any federal, state or local government or quasi-governmental body, agency, board or other authority with respect to the Projects or the Credit Parties, except where such violation would not have a Material Adverse Effect.

(j) Hill-Burton. No Credit Party has an ongoing obligation with respect to any funding received under the Hill-Burton Act (42 U.S.C. 291, *et seq*.).

(k) Fraud and Abuse.

(i) Since June 1, 2018, no Credit Party or Manager has, or to its Knowledge has been threatened to have, and no Person with a "direct or indirect ownership interest" (as that phrase is defined in 42 C.F.R. § 420.201) in Manager or any Credit Party has engaged in any of the following: (A) knowingly and willfully making or causing to be made a false statement or representation of a material fact in any application for any benefit or payment under any Healthcare Laws; (B) knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment under any Healthcare Laws; (C) failing to disclose

knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment under any Healthcare Laws, with intent to secure such benefit or payment fraudulently; (D) knowingly and willfully soliciting or receiving any remuneration (including any kickback, bribe or rebate), directly or indirectly, overtly or covertly, in cash or in kind or offering to pay such remuneration (1) in return for referring an individual to a Person for the furnishing or arranging for the furnishing of any item or service for which payment may be made in whole or in part by any Third-Party Payor making payment under a federal or state health care program, or (2) in return for purchasing, leasing or ordering or arranging for or recommending the purchasing, leasing or ordering of any good, facility, service, or item for which payment may be made in whole or in part by any Third-Party Payor making payment under a federal or state health care program; (E) presenting or causing to be presented a claim for reimbursement for services that is for an item or services that was known or should have been known to be (I) not provided as claimed, or (II) false or fraudulent; or (F) knowingly and willfully making or causing to be made the making of any false statement or representation (or omitting to state a fact required to be stated therein or necessary to make the statements contained therein not misleading) of a material fact with respect to (I) a Project in order that the Project may qualify for Governmental Authority certification, or (II) information required to be provided under 42 U.S.C. § 1320a-3. All contractual arrangements to which any Credit Party is a party are in compliance with all applicable Healthcare Laws, except where failure to be in compliance would not likely result in a Material Adverse Effect.

(ii) Since June 1, 2018, no Credit Party or Manager , nor any of their respective officers, directors, shareholders, employees, or independent contractors, has been or is, to the Credit Party's or Manager's has been or is, to the Credit Party's or Manager's Knowledge, threatened to be, and no Person with a "direct or indirect ownership interest" (as that phrase is defined in 42 C.F.R. § 420.201) in Manager or any Credit Party has been, is or, to its Knowledge, and within applicable statutes of limitation, has been threatened to be: (A) assessed a civil monetary penalty assessed against him or her pursuant to 42 U.S.C. § 1320a-7a or the subject of a proceeding seeking to assess such penalty; (B) excluded from participation in a Federal Health Care Program (as that term is defined in 42 U.S.C. § 1320a-7b) or the subject of a proceeding seeking to assess such penalty, or has been "suspended" or "debarred" from selling products to the U.S. government or its agencies pursuant to the Federal Acquisition Regulation, relating to debarment and suspension applicable to federal government agencies generally (48 C.F.R. Subpart 9.4). or other applicable Laws or regulations; (C) convicted (as that term is defined in 42 C.F.R. § 1001.2) of any of those offenses described in 42 U.S.C. § 1320a-7b or 18 U.S.C. §§ 669, 1035, 1347, 1518 or the subject of a proceeding seeking to assess such penalty; (D) involved or named in a U.S. Attorney complaint made or any other action taken pursuant to the False Claims Act under 31 U.S.C. §§ 3729-3731 or qui tam action brought pursuant to 31 U.S.C. § 3729 *et seq*.; (E) made a party to any other action by any governmental authority that may prohibit it from selling products to any governmental or other purchaser pursuant to any law; or (F) subject to any federal, state, local governmental or private payor civil or criminal investigations or inquiries, proceedings, validation review, program integrity review or statement of charges involving and/or related to its compliance with

Healthcare Laws or involving or threatening its participation in any Material Third-Party Payor Programs or its billing practices with respect thereto.

Section 8.3 Licensed Facilities.

(a) Reserved.

(b) Resident Deposits and Resident Agreements. Except as would not reasonably be expected to cause a Material Adverse Effect, Credit Parties will maintain or cause to be maintained all deposits (including deposits relating to patients or Resident Agreements) in compliance with applicable Laws and legal requirements. If such deposits are in cash, Borrowers shall deposit and hold such deposits in accordance with applicable Law, no Resident Agreements deviate or will materially conflict with any applicable Laws.

(c) Manager. Credit Parties shall, and shall cause each Operator to, cause the Projects at all times to be managed by the managers identified on Schedule 8.2 (collectively in the singular, the "**Manager**") pursuant to management/operating agreements in effect on the Petition Date and identified on Schedule 8.2 or approved by the Required Lenders in writing (the "**Management Agreements**") and that materially comply with all applicable Healthcare Laws. In addition to (but not in limitation of) the covenants set forth in Section 5.10, Borrowers shall not (i) change the Manager of any Project or make any modification, amendment, termination or cancellation of the Management Agreements or agreements with brokers, (ii) enter into any other agreement relating to the management or operation of any Project with Manager or any other Person, (iii) consent to the assignment by Manager of its interest under the Management Agreements, or (iv) waive or release any of its rights and remedies under the Management Agreements, in each case, without the prior written consent of the Required Lenders. Any substitute property manager shall be required to enter into an assignment and subordination of management or operating agreement in form and substance satisfactory to the Required Lenders. Such restrictions and approval rights are solely for the purposes of assuring that the Projects are managed and operated in a first-class manner consistent with Healthcare Laws and the preservation and protection of the Projects as security for the Obligations and shall not place responsibility for the control, care, management or repair of the Projects upon any Agent or Lender, or make any Agent or Lender responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Projects.

Section 8.4 Healthcare Operations.

(a) Each Credit Party that is an Operator will:

(i) timely file or caused to be timely filed (after giving effect to any extension duly obtained), all notifications, reports, submissions. Permit renewals and reports (other than cost reports as provided in Section 8.4(a)(ii) below) of every kind whatsoever required by Healthcare Laws in order to maintain such Operator's Healthcare Permits that are necessary under the Healthcare Laws to operate such Operator's Projects in good standing (which reports will be materially accurate and complete in all respects and not misleading in any respect); and

(ii) timely file or caused to be timely filed (after giving effect to any extension duly obtained), all cost reports required by Healthcare Laws, which reports shall be materially accurate and complete in all respects and not misleading in any material respect and which shall not remain open or unsettled, except in accordance with applicable settlement appeals procedures that are timely and diligently pursued and except for any processing delays of any Governmental Authority.

(b) Each Credit Party will maintain in full force and effect, and free from restrictions, probations, conditions or known conflicts which would materially impair the use or operation of any Project for its current use, all Healthcare Permits necessary under Healthcare Laws to carry on the business of Borrowers as it is conducted on the Closing Date.

(c) Except as would not reasonably be expected to have a Material Adverse Effect, no Credit Party will suffer or permit to occur any of the following:

(i) any transfer of a Healthcare Permit or rights thereunder to any Person (other than Borrowers or Agents) or to any location other than a Project approved by Agents in advance in writing, which approval shall be granted or withheld by Agents upon exercise of good faith credit judgment;

(ii) any pledge or hypothecation of any Healthcare Permit as collateral security for any indebtedness other than indebtedness to Agents and to secure the Operating Leases; or

(iii) without providing Agents prior written notice, the provision by any Borrower of additional regulated services at any Project, including, without limitation, medical services.

(d) Borrowers will not suffer or permit to occur any of the following:

(i) any of the following to occur at any one time: (A) one or more Level "G" or higher Medicare or Medicaid survey deficiencies outstanding for a period greater than one hundred eighty (180) days or that results in the imposition by CMS or the applicable state survey agency of sanctions in the form of program termination, (B) the appointment of a temporary manager or receiver by any court or regulatory authority, or (C) a denial of payment for new admissions for more than forty- five (45) calendar days;

(ii) any Borrower to be subject to any proceedings by any Governmental Authority with respect to any Project that would reasonably be expected (A) to have a material adverse impact on such Borrower's ability to accept and/or retain patients or residents or operate such Project for its current use or result in the imposition of a fine or sanction in excess of $300,000, (B) to modify, limit or result in the transfer, suspension or revocation of any Healthcare Permit, if such modification, limitation, transfer, suspension or revocation would reasonably be expected to have a Material Adverse Effect, (C) to affect any Credit Party's continued participation in any Material Third-Party Payor Program in a manner that would reasonably be expected to have a Material Adverse Effect;

(iii) five (5) or more Projects to have had their operating licenses revoked or to have been closed by any Governmental Authority;

(iv) the voluntarily cessation of operations at any Project without notifying Agents in writing at least thirty (30) days in advance of the date on which operations cease and obtaining the written consent of the Required Lenders.

(e) Credit Parties will maintain a corporate health care regulatory compliance program ("**CCP**") that addresses fraud and abuse laws, which CCP shall materially comply with applicable compliance guidance issued by the Office of Inspector General for the U.S. Department of Health and Human Services.

(f) Credit Parties will at all times be, and cause all Managers to be, HIPAA Compliant in all material respects.

(g) Except as would not reasonably be expected to have a Material Adverse Effect, if any Project is currently accredited by an Accrediting Organization, Credit Parties will (i) maintain such accreditation in good standing and without limitation or impairment, (ii) promptly submit to the Accrediting Organization a plan of correction for any deficiencies listed on any accreditation survey report, and (iii) cure all such deficiencies within such time frame as is necessary to preserve and maintain in good standing and without limitation or impairment such accreditation.

Section 8.5 Third-Party Payor Programs. Neither the Projects, nor any Credit Party, shall, other than in the Ordinary Course of Business (including, but not limited to, as resulting from time to time through contract negotiations with Third-Party Payors), change the terms of any Material Third-Party Payor Programs or its normal billing payment and reimbursement policies and procedures with respect thereto (including, without limitation, the amount and timing of finance charges, fees and write-offs). Borrowers will (a) maintain in full force and effect, and free from restrictions, probations, conditions or known conflicts which would materially impair the use or operation of any Project for its current use, all Healthcare Permits necessary under Healthcare Laws to continue to receive reimbursement under all Material Third-Party Payor Programs in which any Credit Party or any Project participates as of the date of this Agreement, and (b) provide to Agents upon any Agent's reasonable request, an accurate, complete and current list of all participation agreements with Material Third-Party Payors with respect to the business of Credit Parties. Credit Parties shall at all times comply with all material requirements, contracts, conditions and stipulations applicable to Credit Parties in order to maintain in good standing and without default or limitation all such participation agreements.

Section 8.6 Cures. If there shall occur any fact, event or circumstance for which Borrowers are required to give the Agents notice under Section 8.2 above after the Closing Date, Borrowers shall take such action as is necessary to validly challenge or otherwise appropriately respond to such fact, event or circumstance within any timeframe required by applicable Healthcare Laws, and shall thereafter diligently pursue the same to a favorable conclusion.

Section 8.7 [Reserved].

ARTICLE 9- [RESERVED]

ARTICLE 10- EVENTS OF DEFAULT

Section 10.1 Events of Default. For purposes of the Financing Documents, the occurrence of any of the following conditions and/or events, whether voluntary or involuntary, by operation of law or otherwise, shall constitute an "**Event of Default**":

(a) (i) any Borrower shall fail to pay when due any principal, interest, premium or fee payable to any Agent or any Lender under any Financing Document or any other amount payable to Lender under any Financing Document, including, for the avoid of doubt, payments pursuant to Adequate Protection Claims (ii) there shall occur any default in the performance of or compliance with any of the terms of any Financing Orders or any of the following sections of this Agreement: Section 4.4(c); Section 4.6; Section 4.7; Section 4.12; Section 4.15; Article 5 and Article 6 or (iii) there shall occur any default in the performance of or compliance with Section 4.1 that is not remedied by the Credit Party or waived by each Agent within five (5) Business Days after receipt of such notice;

(b) any Credit Party defaults in the performance of or compliance with any term contained in this Agreement or in any other DIP Financing Document (other than occurrences described in other provisions of this Section 10.1 for which a different grace or cure period is specified or for which no grace or cure period is specified and thereby constitute immediate Events of Default or is listed in clause (ii) of the definition of "Acceleration Event") and such default is not remedied by the Credit Party or waived by the Required Lenders within fifteen (15) Business Days after the earlier of (i) receipt by any Credit Party of notice from any Agent or Required Lenders of such default or (ii) Knowledge of any Credit Party of such default;

(c) any representation, warranty, certification or statement made by any Credit Party or any other Person in any Financing Document or in any certificate, financial statement or other document delivered pursuant to any Financing Document is incorrect in any respect (or in any material respect if such representation, warranty, certification or statement is not by its terms already qualified as to materiality) when made (or deemed made);

(d) failure of any Credit Party to pay when due or within any applicable grace period any principal, interest or other amount on Debt (other than the Loans) or the occurrence of any breach, default, condition or event with respect to any Debt (other than the Loans) if (A) such failure or occurrence occurs al the final maturity of the obligations thereunder or (B) as a result of such failure or occurrence the holder or holders of any such Debt or other liabilities having an individual principal amount in excess of $1,500,000 or having an aggregate principal amount in excess of $1,500,000 declare such Debt immediately due (or such Debt automatically becomes immediately due pursuant to the terms of the documentation evidencing such Debt) and, in either case, the foregoing is reasonably expected to result in a Material Adverse Effect;

(e) the Plan or any order entered by Bankruptcy Court, or Debtor shall file (or support another party in filing) a motion seeking the entry of an order by the Bankruptcy Court

permitting assumption of the Prepetition Omega Master Lease Agreement without the assumption of the Prepetition Omega Term Loan Facility, which is an indivisible part of the Prepetition Omega Master Lease Agreement;

(f) the Plan or any Order entered by the Bankruptcy Court, or any Debtor shall file (or support another party in filing) a motion seeking confirmation of the Plan or entry of an Order by the Bankruptcy Court, permitting the assumption or the assignment of less than all of the Prepetition Omega Master Lease Agreement (including the assumption or the assignment of the Prepetition Omega Term Loan Facility, which is an indivisible part of the Prepetition Omega Master Lease Agreement);

(g) (i) institution of any steps by any Person to institute a distress termination of a Pension Plan if as a result of such termination any Credit Party could reasonably be required to make a contribution to such Pension Plan, or could incur a liability or obligation to such Pension Plan, in excess of $100,000, or (ii) there shall occur any withdrawal or partial withdrawal from a Multiemployer Plan and the withdrawal liability (without unaccrued interest) of any Credit Party to Multiemployer Plans as a result of such withdrawal (including any outstanding withdrawal liability that any Credit Party has incurred on the date of such withdrawal) exceeds $100,000;

(h) one or more judgments or orders for the payment of money (not paid or fully covered by insurance maintained in accordance with the requirements of this Agreement and as to which the relevant insurance company has acknowledged coverage) aggregating in excess of $500,000 shall be rendered against any or all Credit Parties and either (i) enforcement proceedings shall have been commenced by any creditor upon any such judgments or orders, or (ii) there shall be any period of fifteen (15) consecutive days during which a stay of enforcement of any such judgments or orders, by reason of a pending appeal, bond or otherwise, shall not be in effect;

(i) any Lien created by any of the Security Documents shall at any time fail to constitute a valid and perfected Lien on all of the Collateral purported to be encumbered thereby, subject to no prior or equal Lien except Permitted Liens, or any Credit Party shall so assert;

(j) the institution by any Governmental Authority of criminal proceedings against any Credit Party;

(k) [reserved];

(l) any Credit Party makes any payment on account of any Debt that has been subordinated to any of the Obligations, other than as permitted by the applicable subordination terms to the extent such terms are enforceable;

(m) there shall occur any default or event of default under, or any termination or expiration of, any Operating Lease, Landlord Loan or any Management Agreement, Prepetition Omega Term Loan Agent shall have received a "Possession Date Notice" (as such term is defined in a Mortgage Lender Intercreditor Agreement or Landlord Intercreditor Agreement) or similar notice affecting the priority of Liens securing the obligations held by the Prepetition Omega Secured Parties and/or the maximum amount of secured by any "Collateral" as defined in any Prepetition Omega Term Loan Document, or a "Possession Date" (as such term is defined in a

Mortgage Lender Intercreditor Agreement or Landlord Intercreditor Agreement) occurs or similar is action taken by or on behalf of a Mortgage Lender and/or Landlord that affects the priority of Lien securing obligations held by the Prepetition Omega Secured Parties and/or the maximum amount of obligations secured by any "Collateral" as defined in any Prepetition Omega Term Loan Documents;

(n) [reserved];

(o) [reserved];

(p) [reserved];

(q) there shall occur an "Event of Default" (as defined in any of the Prepetition ABL Documents, Prepetition Omega Term Loan Documents and Prepetition Omega Master Lease Documents) beyond any grace or cure period provided thereunder with respect to such "Event of Default" if (A) such occurrence occurs at the final maturity of the obligations thereunder or (B) as a result of such occurrence the "Obligations" (as therein defined) are declared immediately due (or automatically become immediately due pursuant to the terms thereof) and, in either case, the foregoing could reasonably be expected to result in a Material Adverse Effect;

(r) a default occurs under the DOJ Settlement Agreement or any DOJ Security Document and such default is not cured within any applicable cure period provided in such document;

(s) the Credit Parties file a Chapter 11 Plan that does not propose Payment in Full on the Plan effective date, unless otherwise consented to in writing by the DIP Lenders prior to filing;

(t) any Credit Party shall file a pleading seeking the entry of an order staying, reversing, vacating or otherwise modifying the Interim DIP Order or the Final DIP Order, or the filing by the Credit Parties of an application, motion or other pleading seeking entry of or supporting such an order;

(u) entry of any order by the Bankruptcy Court, without the prior written consent of the DIP Lenders amending, supplementing or otherwise modifying the Interim DIP Order or the Final DIP Order;

(v) entry of any order by the Bankruptcy Court without the express written consent of the DIP Lenders obtaining additional financing from a party other than the DIP Lenders under section 364(d) of the Bankruptcy Code, unless such financing contemplates Payment in Full;

(w) reversal, vacatur or stay of the effectiveness of the Interim DIP Order or the Final DIP Order, except to the extent reversed within ten (10) Business Days;

(x) any violation by or on behalf of any Credit Party of any material term of any Financing Order;

(y) the entry of an order in any of the Chapter 11 Cases denying or terminating use of cash Collateral by the Credit Parties;

(z) any of the Chapter 11 Cases of a Credit Party (other than an Immaterial Credit Party) shall be dismissed or converted to a case under chapter 7 of the Bankruptcy Code, or any filing by any Person of a motion or other pleading seeking entry of such an order;

(aa) a trustee, responsible officer or an examiner having expanded powers (beyond those set forth under sections 1106(a)(3) and (4) of the Bankruptcy Code) under Bankruptcy Code section 1104 (other than a fee examiner) is appointed or elected in the Chapter 11 Cases, any Person applies for, consents to, or acquiesces in, any such appointment, or the Bankruptcy Court shall have entered an order providing for such appointment, in each case without the prior written consent of the DIP Lenders in their sole discretion;

(bb) the Credit Parties file a motion in the Chapter 11 Cases to reject the Prepetition Omega Master Lease Agreement under Sections 365 of the Bankruptcy Code or modify the claim(s) of the Omega Master Lease Landlord or the failure of the Credit Parties to make any payment when due of post-petition Rent (as defined in the Prepetition Omega Master Lease Agreement) accruing on account of the Prepetition Omega Master Lease Agreement, unless waived by prior written consent (electronic mail being sufficient) of the Omega Master Lease Landlord;

(cc) the Credit Parties file a motion in the Chapter 11 Cases to obtain additional financing from a party other than the Lenders under section 364(d) of the Bankruptcy Code that is *pari passu* or senior to the Secured Obligations other than as permitted by the Financing Orders or the DIP Financing Documents, or use Cash Collateral pursuant to section 363 of the Bankruptcy Code other than as permitted by the Financing Orders or this Agreement;

(dd) the Credit Parties seek or support any other Person seeking (in any such case, verbally in any court of competent jurisdiction or by way of any motion or pleading filed with the Bankruptcy Court, or any other writing to another party in interest by the Credit Parties) to (i) disallow in whole or in part the Secured Obligations, (ii) challenge the validity and enforceability of the Liens granted under the Financing Orders and the DIP Financing Documents, or (iii) contest any material provision in the DIP Financing Documents, including any challenge of the rights and remedies of the Secured Parties in a manner inconsistent with the DIP Financing Documents;

(ee) the Credit Parties file a motion for the Bankruptcy Court to approve a sale of the Collateral pursuant to section 363 of the Bankruptcy Code which proposed sale is not acceptable to the DIP Lenders, unless the Required Lenders are satisfied the proposed sale provides for Payment in Full;

(ff) the Credit Parties file a motion seeking to settle a controversy or claim in excess of $500,000 on account of the Collateral without the prior written consent of the DIP Lenders;

(gg) any Credit Party shall fail to execute and deliver to the Agents any agreement, financing statement, trademark filing, copyright filing, notices of lien or similar instruments or other documents that the DIP Lenders may reasonably request from time to time to more fully evidence, confirm, validate, perfect, preserve and enforce the Liens created in favor of the Secured Parties under the Financing Orders and the DIP Financing Documents;

(hh) the Credit Parties seek, or support any other Person seeking, relief which could reasonably be expected to result in a material impairment of the rights or interests of the Secured Parties, or the Bankruptcy Court enters an Order which results in a material impairment of the rights or interests of the Secured Parties;

(ii) the entry of an order by the Bankruptcy Court terminating or modifying the exclusive right of any Credit Party to file a chapter 11 plan pursuant to section 1121 of the Bankruptcy Code, unless such expiration or termination was sought by any of the Prepetition Secured Parties or the DIP Lenders;

(jj) the payment of, or granting adequate protection with respect to, Prepetition Secured Obligations, other than as expressly provided in this Agreement or as otherwise consented to by the DIP Lenders;

(kk) the Liens granted under the Financing Orders and the DIP Financing Documents and/or the claims of the Secured Parties shall otherwise cease to be valid, perfected and enforceable in all respects;

(ll) any Credit Party asserting any right of subrogation, reimbursement, exoneration, contribution or indemnification against any other Credit Party prior to Payment in Full to the Secured Parties and the termination of the commitments under this Agreement;

(mm) the entry of an order in any of the Chapter 11 Cases granting relief from any stay or proceeding (including, without limitation, the automatic stay) so as to allow a third party to proceed with foreclosure against (i) a material portion of the Credit Parties' assets (as determined by the Required Lenders) or (ii) the assets of any Credit Party other than an Immaterial Credit Party;

(nn) subject the Credit Parties seek, or support any Person seeking entry of an order (i) charging any of the Collateral under section 506(c) of the Bankruptcy Code against the Lenders, (ii) avoiding or requiring disgorgement by the Secured Parties of any amounts received in respect of the Obligations, or (iii) resulting in the marshaling of any Collateral;

(oo) [Reserved];

(pp) the entry of an order in any Chapter 11 Case avoiding or requiring repayment of any portion of the payments made on account of the Obligations owing under the DIP Loan Documents;

(qq) the entry of an order by the Bankruptcy Court providing relief adverse to the interests of any DIP Lender or any Prepetition Secured Party with respect to any motion,

objection, application or adversary proceeding challenging the validity, enforceability, perfection or priority of, or seeking avoidance, subordination or characterization of, any portion of the Prepetition Secured Obligations and/or the liens and security interests securing the Prepetition Secured Obligations or asserting any other claim or cause of action against and/or with respect to the Prepetition Secured Obligations or the liens and security interests securing the Prepetition Secured Obligations, but excluding preliminary or final relief granting standing to any other party to prosecute such claims, causes of action or proceeding; or

(rr) the Debtors request an order by the Bankruptcy Court to (i) consummate any Asset Dispositions or (ii) consolidate or merge or amalgamate with or into any other Person, other than a merger, consolidation or amalgamation of a Credit Party with and into another Credit Party without Required Lenders' prior written consent.

All cure periods provided for in this Section 10.1 shall run concurrently with any other cure period provided for in any applicable Financing Documents under which the default occurred. For the avoidance of doubt, for the purposes of this Section 10.1, the delivery of a notice letter alleging defaults or events of defaults or a reservation of rights letter that reserves rights and remedies in connection with a default or event of default shall not, by itself, constitute an exercise of remedies triggering an Event of Default hereunder.

Section 10.2 Acceleration and Suspension or Termination of DIP Term Loan Commitment. Without further Order from the Bankruptcy Court, and subject to the terms of the Interim DIP Order and the Final DIP Order (including in respect of any required notices), the automatic stay provisions of section 362 of the Bankruptcy Code shall be vacated and modified to the extent necessary to permit the DIP Lenders to exercise, upon the occurrence and during the continuance of any Event of Default under the DIP Financing Documents, all rights and remedies provided for in the DIP Financing Documents, and to take any or all of the following actions without further order of or application to the Bankruptcy Court (as applicable): (a) immediately terminate the Credit Parties' limited use of any cash collateral; (b) cease making any DIP Term Loans; (c) declare all Obligations to be immediately due and payable; (d) freeze monies or balances in the Credit Parties' deposit accounts (and sweep all funds contained in any account subject to a Deposit Account Control Agreement); (e) immediately set-off any and all amounts in accounts maintained by the Credit Parties with the DIP Lenders against the Obligations, or otherwise enforce any and all rights against the Collateral in the possession of the Lenders, including, without limitation, disposition of the Collateral solely for application towards the Obligations; and (f) take any other actions or exercise any other rights or remedies permitted under the Interim DIP Order and the Final DIP Order, the DIP Financing Documents or applicable Law to effect the repayment of the Obligations; *provided*, *however*, that the Lenders must provide a Borrower with at least five (5) Business Days' written notice (which may be by electronic mail) before exercising any enforcement rights or remedies with respect to the Collateral or the Prepetition Collateral other than funds contained in any account subject to a control agreement; *provided*, *further*, that neither the Credit Parties, the Committee nor any other party-in-interest shall have the right to contest the enforcement of the remedies set forth in the Interim DIP Order and the Final DIP Order and the DIP Financing Documents on any basis other than an assertion that an Event of Default has not occurred or has been cured within the cure periods expressly set forth in the applicable DIP Financing Documents (any of the foregoing declarations shall be made

to the Credit Parties, and shall be referred to herein as a "**Termination Declaration**" and the date that is the earliest to occur of any such Termination Declaration being herein referred to as the "**Termination Declaration Date**").

Section 10.3 UCC Remedies.

(a) Upon the occurrence of and during the continuance of an Event of Default under this Agreement or the other DIP Financing Documents, Collateral Agent, in addition to all other rights, options, and remedies granted to Collateral Agent under this Agreement or at law or in equity, may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it under all DIP Financing Documents and under the UCC in effect in the applicable jurisdiction(s) and under any other applicable Law; including, without limitation:

(i) the right to take possession of, send notices regarding, and collect directly the Collateral, with or without judicial process;

(ii) the right to (by its own means or with judicial assistance) enter any of Credit Parties' premises and take possession of the Collateral, or render it unusable, or to render it usable or saleable, or dispose of the Collateral on such premises in compliance with subsection (iii) below and to take possession of Credit Parties' original books and records, to obtain access to Credit Parties' data processing equipment, computer hardware and software relating to the Collateral and to use all of the foregoing and the information contained therein in any manner Collateral Agent deems appropriate, without any liability for rent, storage, utilities, or other sums, and Credit Parties shall not resist or interfere with such action (if Credit Parties' books and records are prepared or maintained by an accounting service, contractor or other third party agent, Credit Parties hereby irrevocably authorize such service, contractor or other agent, upon notice by Collateral Agent to such Person that an Event of Default has occurred and is continuing, to deliver to Collateral Agent or its designees such books and records, and to follow Collateral Agent's instructions with respect to further services to be rendered);

(iii) the right to require Credit Parties at Credit Parties' expense to assemble all or any part of the Collateral and make it available to Collateral Agent at any place designated by any Lender;

(iv) the right to notify postal authorities to change the address for delivery of Credit Parties' mail to an address designated by Collateral Agent and to receive, open and dispose of all mail addressed to any Credit Party; and/or

(v) the right to enforce Credit Parties' rights against Account Debtors and other obligors, including, without limitation, (i) the right to collect Accounts directly in Collateral Agent's own name (as agent for Lenders) (*provided* that any such actions are taken subject to compliance with applicable Healthcare Laws) and to charge the collection costs and expenses, including attorneys' fees, to Credit Parties, and (ii) the right, in the name of Collateral Agent or any designee of Collateral Agent or Credit Parties, to verify the validity, amount or any other matter relating to any Accounts by mail, telephone, telegraph or otherwise, including, without limitation, verification of Borrowers'

compliance with applicable Laws. Credit Parties shall cooperate fully with Collateral Agent in an effort to facilitate and promptly conclude such verification process. Such verification may include contacts between Collateral Agent and applicable federal, state and local regulatory authorities having jurisdiction over the Credit Parties' affairs, all of which contacts Credit Parties hereby irrevocably authorize.

(b) Each Credit Party agrees that a notice received by it at least ten (10) days before the time of any intended public sale, or the time after which any private sale or other disposition of the Collateral is to be made, shall be deemed to be reasonable notice of such sale or other disposition. If permitted by applicable Law, any perishable Collateral which threatens to speedily decline in value or which is sold on a recognized market may be sold immediately by Collateral Agent without prior notice to Credit Parties. At any sale or disposition of Collateral, Collateral Agent may (to the extent permitted by applicable Law) purchase all or any part of the Collateral, free from any right of redemption by Credit Parties, which right is released. Each Credit Party covenants and agrees not to interfere with or impose any obstacle to Collateral Agent's exercise of its rights and remedies with respect to the Collateral. Collateral Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. Collateral Agent may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. Collateral Agent may sell the Collateral without giving any warranties as to the Collateral. Collateral Agent may specifically disclaim any warranties of title or the like. This procedure will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. If Collateral Agent sells any of the Collateral upon credit, Borrowers will be credited only with payments actually made by the purchaser, received by Collateral Agent and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Collateral Agent may resell the Collateral and Credit Parties shall be credited with the proceeds of the sale. Credit Parties shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Obligations.

(c) Without restricting the generality of the foregoing and for the purposes aforesaid, each Credit Party hereby appoints and constitutes Collateral Agent its lawful attorney-in-fact with full power of substitution in the Collateral, upon the occurrence and during the continuance of an Event of Default, to (i) use unadvanced funds remaining under this Agreement or which may be reserved, escrowed or set aside for any purposes hereunder at any time, or to advance funds in excess of the face amount of the Notes, (ii) pay, settle or compromise all existing bills and claims, which may be Liens or security interests, or to avoid such bills and claims becoming Liens against the Collateral, (iii) execute all applications and certificates in the name of such Borrower and to prosecute and defend all actions or proceedings in connection with the Collateral, and (iv) do any and every act which such Borrower might do in its own behalf; it being understood and agreed that this power of attorney in this subsection (c) shall be a power coupled with an interest and cannot be revoked.

(d) Agents and each Lender are hereby granted a non-exclusive, royalty-free license or other right to use, without charge, Credit Parties' labels, mask works, rights of use of any name, any other Intellectual Property and advertising matter, and any similar property as it

pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with any Agent's exercise of its rights under this Article, Borrowers' rights under all licenses (whether as licensor or licensee) and all franchise agreements inure to each Agent's and each Lender's benefit.

Section 10.4 Reserved.

Section 10.5 Reserved.

Section 10.6 Setoff Rights. During the continuance of any Event of Default, each Lender is hereby authorized by each Credit Party at any time or from time to time, with reasonably prompt subsequent notice to such Credit Party (any prior or contemporaneous notice being hereby expressly waived) to set off and to appropriate and to apply any and all (a) balances held by such Lender or any of such Lender's Affiliates at any of its offices for the account of such Credit Party or any of its Subsidiaries (regardless of whether such balances are then due to such Credit Party or its Subsidiaries), and (b) other property at any time held or owing by such Lender to or for the credit or for the account of such Credit Party or any of its Subsidiaries, against and on account of any of the Obligations; except that no Lender shall exercise any such right without the prior written consent of the Required Lenders. Any Lender exercising a right to set off shall purchase for cash (and the other Lenders shall sell) interests in each of such other Lender's Pro Rata Share of the Obligations as would be necessary to cause all Lenders to share the amount so set off with each other Lender in accordance with their respective Pro Rata Share of the Obligations. Each Credit Party agrees, to the fullest extent permitted by law, that any Lender and any of such Lender's Affiliates may exercise its right to set off with respect to the Obligations as provided in this Section 10.6. Notwithstanding anything to the contrary set forth in this Agreement or in any Bank Product Agreement, in order to comply with the so-called "anti-assignment rule" promulgated by CMS, each Lender that is a depository institution at which any Credit Party maintains a Deposit Account into which proceeds of Accounts payable by a Governmental Account Debtor (including, without limitation, Medicare and Medicaid) are deposited expressly waives any right of set off of (and any right to cause any Affiliate of such Lender to set off) funds on deposit in such Deposit Account against any of the Obligations (other than as expressly permitted under any Deposit Account Control Agreement).

Section 10.7 Application of Proceeds.

(a) Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence and during the continuance of an Event of Default, each Borrower and other Credit Party irrevocably waives the right to direct the application of any and all payments at any time or times thereafter received by any Agent or any Lender from or on behalf of such Borrower or any Guarantor of all or any part of the Obligations, and, as between Borrowers on the one hand and Agents and Lenders on the other, Agents and Lenders shall have the continuing and exclusive right to apply and to reapply any and all payments received against the Obligations in such manner as Agents and Lenders may deem advisable notwithstanding any previous application by any Agent or any Lender.

(b) Following the occurrence and continuance of an Event of Default, but absent the occurrence and continuance of an Acceleration Event, each Agent and Lender shall apply any and all payments received by such Agent or such Lender in respect of the Obligations, and any and all proceeds of Collateral received by such Agent or such Lender, in such order as such Agent or such Lender may from time to time elect.

(c) Notwithstanding anything to the contrary contained in this Agreement, but subject to the Financing Order, if an Acceleration Event shall have occurred, and so long as it continues, Agents and Lenders shall apply any and all payments received by Agents and Lenders in respect of the Obligations, and any and all proceeds of Collateral received by Collateral Agent, in the following order: *first*, to all fees, costs, indemnities, liabilities, obligations and expenses incurred by or owing to Agents with respect to this Agreement, the other Financing Documents or the Collateral; *second*, to all fees, costs, indemnities, liabilities, obligations and expenses incurred by or owing to any Lender with respect to this Agreement, the other Financing Documents or the Collateral: *third*, to accrued and unpaid interest on the Obligations (including any interest which, but for the provisions of the Bankruptcy Code, would have accrued on such amounts); *fourth*, to the principal amount of the Obligations outstanding; and *fifth* to any other indebtedness or obligations of Borrowers owing to any Agent or any Lender under the Financing Documents. Any balance remaining shall be delivered to Borrowers or to whomever may be lawfully entitled to receive such balance or as a court of competent jurisdiction may direct. In carrying out the foregoing, (y) amounts received shall be applied in the numerical order provided until exhausted prior to the application to the next succeeding category, and (z) each of the Persons entitled to receive a payment in any particular category shall receive an amount equal to its Pro Rata Share of amounts available to be applied pursuant thereto for such category.

Section 10.8 Waivers.

(a) Except as otherwise provided for in this Agreement and to the fullest extent permitted by applicable Law, each Credit Party waives: (i) presentment, demand and protest, and notice of presentment, dishonor, intent to accelerate, acceleration, protest, default, nonpayment, maturity, release, compromise, settlement, extension or renewal of any or all DIP Financing Documents, the Notes or any other notes, commercial paper, accounts, contracts, documents, Instruments, Chattel Paper and Guarantees at any time held by Lenders on which any Borrower may in any way be liable, and hereby ratifies and confirms whatever Lenders may do in this regard; (ii) all rights to notice and a hearing prior to any Agent's or any Lender's taking possession or control of, or to any Agent's or any Lender's replevy, attachment or levy upon, any Collateral or any bond or security which might be required by any court prior to allowing any Agent or any Lender to exercise any of its remedies; and (iii) the benefit of all valuation, appraisal and exemption Laws. Each Credit Party acknowledges that it has been advised by counsel of its choices and decisions with respect to this Agreement, the other DIP Financing Documents and the transactions evidenced hereby and thereby.

(b) Each Credit Party for itself and all its successors and assigns, (i) agrees that its liability shall not be in any manner affected by any indulgence, extension of time, renewal, waiver, or modification granted or consented to by Lender; (ii) consents to any indulgences and all extensions of time, renewals, waivers, or modifications that may be granted by any Agent or

any Lender with respect to the payment or other provisions of the DIP Financing Documents, and to any substitution, exchange or release of the Collateral, or any part thereof, with or without substitution, and agrees to the addition or release of any Credit Party, endorsers, guarantors, or sureties, or whether primarily or secondarily liable, without notice to any other Credit Party and without affecting its liability hereunder; (iii) agrees that its liability shall be unconditional and without regard to the liability of any other Credit Party, any Agent or any Lender for any tax on the indebtedness; and (iv) to the fullest extent permitted by law, expressly waives the benefit of any statute or rule of law or equity now provided, or which may hereafter be provided, which would produce a result contrary to or in conflict with the foregoing.

(c) To the extent that any Agent or any Lender may have acquiesced in any noncompliance with any requirements or conditions precedent to the closing of the Loans or to any subsequent disbursement of Loan proceeds, such acquiescence shall not be deemed to constitute a waiver by any Agent or any Lender of such requirements with respect to any future disbursements of Loan proceeds and any Agent may at any time after such acquiescence require Credit Parties to comply with all such requirements. Any forbearance by any Agent or Lender in exercising any right or remedy under any of the DIP Financing Documents, or otherwise afforded by applicable Law, including any failure to accelerate the maturity date of the Loans, shall not be a waiver of or preclude the exercise of any right or remedy nor shall it serve as a novation of the Notes or as a reinstatement of the Loans or a waiver of such right of acceleration or the right to insist upon strict compliance of the terms of the DIP Financing Documents. Any Agent's or any Lender's acceptance of payment of any sum secured by any of the DIP Financing Documents after the due date of such payment shall not be a waiver of such Agent's and such Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other Liens or charges by any Agent as the result of an Event of Default shall not be a waiver of any Agent's right to accelerate the maturity of the Loans, nor shall any Agent's receipt of any condemnation awards, insurance proceeds, or damages under this Agreement operate to cure or waive any Credit Party's default in payment of sums secured by any of the DIP Financing Documents.

(d) Without limiting the generality of anything contained in this Agreement or the other DIP Financing Documents, each Credit Party agrees that if an Event of Default is continuing (i) Agents and Lenders shall not be subject to any "one action" or "election of remedies" law or rule, and (ii) all Liens and other rights, remedies or privileges provided to Agents or Lenders shall remain in full force and effect until Agents or Lenders have exhausted all remedies against the Collateral and any other properties owned by Credit Parties and the DIP Financing Documents and other security instruments or agreements securing the Loans have been foreclosed, sold and/or otherwise realized upon in satisfaction of Credit Parties' obligations under the DIP Financing Documents.

(e) Nothing contained herein or in any other DIP Financing Document shall be construed as requiring any Agent or any Lender to resort to any part of the Collateral for the satisfaction of any of the Credit Parties' obligations under the DIP Financing Documents in preference or priority to any other Collateral, and any Agent may seek satisfaction out of all of the Collateral or any part thereof, in its absolute discretion in respect of Credit Parties' obligations

under the DIP Financing Documents. In addition, Collateral Agent shall have the right from time to time to partially foreclose upon any Collateral in any manner and for any amounts secured by the DIP Financing Documents then due and payable as determined by Collateral Agent in its sole discretion, including, without limitation, the following circumstances: (i) in the event any Borrower defaults beyond any applicable grace period in the payment of one or more scheduled payments of principal and/or interest, Collateral Agent may foreclose upon all or any part of the Collateral to recover such delinquent payments, or (ii) in the event any Agent elects to accelerate less than the entire outstanding principal balance of the Loans, Collateral Agent may foreclose all or any part of the Collateral to recover so much of the principal balance of the Loans as Lender may accelerate and such other sums secured by one or more of the DIP Financing Documents as Collateral Agent may elect. Notwithstanding one or more partial foreclosures, any unforeclosed Collateral shall remain subject to the DIP Financing Documents to secure payment of sums secured by the DIP Financing Documents and not previously recovered.

(f) To the fullest extent permitted by law, each Credit Party, for itself and its successors and assigns, waives in the event of foreclosure of any or all of the Collateral any equitable right otherwise available to any Credit Party which would require the separate sale of any of the Collateral or require Agents or Lenders to exhaust their remedies against any part of the Collateral before proceeding against any other part of the Collateral; and further in the event of such foreclosure each Credit Party does hereby expressly consent to and authorize, at the option of the Required Lenders, the foreclosure and sale either separately or together of each part of the Collateral.

Section 10.9 Injunctive Relief. The parties acknowledge and agree that, in the event of a breach or threatened breach of any Credit Party's obligations under any DIP Financing Documents, Agents and Lenders may have no adequate remedy in money damages and, accordingly, shall be entitled to an injunction (including, without limitation, a temporary restraining order, preliminary injunction, writ of attachment, or order compelling an audit) against such breach or threatened breach, including, without limitation, maintaining any cash management and collection procedure described herein. However, no specification in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach or threatened breach of any provision of this Agreement. Each Credit Party waives, to the fullest extent permitted by law, the requirement of the posting of any bond in connection with such injunctive relief. By joining in the Financing Documents as a Credit Party, each Credit Party specifically joins in this Section as if this Section were a part of each DIP Financing Document executed by such Credit Party.

Section 10.10 Marshalling; Payments Set Aside. No Agent nor any Lender shall be under any obligation to marshal any assets in payment of any or all of the Obligations. To the extent that any Borrower makes any payment or any Agent enforces its Liens or any Agent or any Lender exercises its right of set-off, and such payment or the proceeds of such enforcement or set-off is subsequently invalidated, declared to be fraudulent or preferential, set aside, or required to be repaid by anyone, then to the extent of such recovery, the Obligations or part thereof originally intended to be satisfied, and all Liens, rights and remedies therefore, shall be revived and continued in full force and effect as if such payment had not been made or such enforcement or set-off had not occurred.

ARTICLE 11- AGENT

Section 11.1 Appointment and Authorization. Each Lender hereby irrevocably appoints and authorizes each Agent to enter into each of the DIP Financing Documents to which it is a party (other than this Agreement) on its behalf and to take such actions as such Agent on its behalf and to exercise such powers under the DIP Financing Documents as are delegated to such Agent by the terms thereof, together with all such powers as are reasonably incidental thereto. The provisions of this Article 11 are solely for the benefit of Agents and Lenders and neither any Borrower nor any other Credit Party shall have any rights as a third-party beneficiary of any of the provisions hereof. In performing its functions and duties under this Agreement, each Agent shall act solely as agent of Lenders and does not assume and shall not be deemed to have assumed any obligation toward or relationship of agency or trust with or for any Borrower or any other Credit Party. Each Agent may perform any of its duties hereunder, or under the DIP Financing Documents, by or through its agents or employees.

Section 11.2 Agent and Affiliates. Each Agent shall have the same rights and powers under the DIP Financing Documents as any other Lender and may exercise or refrain from exercising the same as though it were not an Agent, and each Agent and its Affiliates may lend money to, invest in and generally engage in any kind of business with each Credit Party or Affiliate of any Credit Party as if it were not an Agent hereunder.

Section 11.3 Action by Agent. The duties of each Agent shall be mechanical and administrative in nature. No Agent shall have by reason of this Agreement a fiduciary relationship in respect of any Lender. Nothing in this Agreement or any of the DIP Financing Documents is intended to or shall be construed to impose upon any Agent any obligations in respect of this Agreement or any of the DIP Financing Documents except as expressly set forth herein or therein.

Section 11.4 Consultation with Experts. Each Agent may consult with legal counsel, independent public accountants and other experts selected by it and shall not be liable for any action taken or omitted to be taken by it in good faith in accordance with the advice of such counsel, accountants or experts.

Section 11.5 Liability of Agent. Neither Agents nor any of their respective directors, officers, agents or employees shall be liable to any Lender for any action taken or not taken by it in connection with the DIP Financing Documents, except that each Agent shall be liable with respect to its specific duties set forth hereunder but only to the extent of its own gross negligence or willful misconduct in the discharge thereof as determined by a final non-appealable judgment of a court of competent jurisdiction. Neither Agents nor any of their respective directors, officers, agents or employees shall be responsible for or have any duty to ascertain, inquire into or verify (a) any statement, warranty or representation made in connection with any DIP Financing Document or any borrowing hereunder; (b) the performance or observance of any of the covenants or agreements specified in any DIP Financing Document; (c) the satisfaction of any condition specified in any DIP Financing Document; (d) the validity, effectiveness, sufficiency or genuineness of any DIP Financing Document, any Lien purported to be created or perfected thereby or any other instrument or writing furnished in connection therewith; (e) the existence or non-existence of any Default or Event of Default; or (f) the financial condition of any Credit Party.

No Agent shall incur any liability by acting in reliance upon any notice, consent, certificate, statement, or other writing (which may be a bank wire, telex, facsimile or electronic transmission or similar writing) believed by it to be genuine or to be signed by the proper party or parties. No Agent shall be liable for any apportionment or distribution of payments made by it in good faith and if any such apportionment or distribution is subsequently determined to have been made in error the sole recourse of any Lender to whom payment was due but not made, shall be to recover from other Lenders any payment in excess of the amount to which they are determined to be entitled (and such other Lenders hereby agree to return to such Lender any such erroneous payments received by them).

Section 11.6 Indemnification. Each Lender shall, in accordance with its Pro Rata Share, indemnify each Agent (to the extent not reimbursed by Credit Parties) upon demand against any cost, expense (including reasonable counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from such Agent's gross negligence or willful misconduct as determined by a final non-appealable judgment of a court of competent jurisdiction) that such Agent may suffer or incur in connection with the DIP Financing Documents or any action taken or omitted by such Agent hereunder or thereunder. If any indemnity furnished to any Agent for any purpose shall, in the opinion of such Agent, be insufficient or become impaired, such Agent may call for additional indemnity and cease, or not commence, to do the acts indemnified against even if so directed by Required Lenders until such additional indemnity is furnished.

Section 11.7 Right to Request and Act on Instructions. Each Agent may at any time request instructions from Lenders with respect to any actions or approvals which by the terms of this Agreement or of any of the DIP Financing Documents each Agent is permitted or desires to take or to grant, and if such instructions are promptly requested. Each Agent shall be absolutely entitled to refrain from taking any action or to withhold any approval and shall not be under any liability whatsoever to any Person for refraining from any action or withholding any approval under any of the DIP Financing Documents until it shall have received such instructions from Required Lenders or all or such other portion of the Lenders as shall be prescribed by this Agreement. Without limiting the foregoing, no Lender shall have any right of action whatsoever against any Agent as a result of such Agent acting or refraining from acting under this Agreement or any of the other DIP Financing Documents in accordance with the instructions of Required Lenders (or all or such other portion of the Lenders as shall be prescribed by this Agreement) and, notwithstanding the instructions of Required Lenders (or such other applicable portion of the Lenders). No Agent shall have any obligation to take any action if it believes, in good faith, that such action would violate applicable Law or exposes such Agent to any liability for which it has not received satisfactory indemnification in accordance with the provisions of Section 11.6.

Section 11.8 Credit Decision. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under the DIP Financing Documents.

Section 11.9 Collateral Matters. Each Lender irrevocably authorizes each Agent to release any Lien granted to or held by such Agent under any Security Document upon (i) termination of the DIP Term Loan Commitment and Payment in Full or (ii) constituting property sold or disposed of as part of or in connection with any disposition permitted under this Agreement (it being understood and agreed that the Agents shall request a certificate of a Responsible Officer as to the sale or other disposition of property being made in full compliance with the provisions of the DIP Financing Documents and the Credit Parties shall provide such certificate to the Lenders prior to any Agent releasing any Collateral or Credit Party. Upon request by any Agent at any time, each Lender will confirm such Agent's authority to release and/or subordinate particular types or items of Collateral to the extent expressly permitted pursuant to this Section 11.9.

Section 11.10 Agency for Perfection. Each Agent and each Lender hereby appoint each other Agent and Lender as agent for the purpose of perfecting each Agent's security interest in assets which, in accordance with the Uniform Commercial Code in any applicable jurisdiction, can be perfected by possession or control. Should any Lender or Agent (other than Collateral Agent) obtain possession or control of any such assets, such Lender or such Agent shall notify Collateral Agent thereof, and, promptly upon Collateral Agent's request therefor, shall deliver such assets to Collateral Agent or in accordance with Collateral Agent's instructions or transfer control to Collateral Agent in accordance with Collateral Agent's instructions. Each Lender agrees that it will not have any right individually to enforce or seek to enforce any Security Document or to realize upon any Collateral for the Loans unless instructed to do so by Collateral Agent (or consented to by Collateral Agent), it being understood and agreed that such rights and remedies may be exercised only by Collateral Agent.

Section 11.11 Notice of Default. No Agent shall be deemed to have knowledge or notice of the occurrence of any Default or Event of Default except with respect to defaults in the payment of principal, interest and fees required to be paid to such Agent, if any, for the account of Lenders, unless such Agent shall have received written notice from a Lender or a Credit Party referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default". Such Agent will notify each Lender of its receipt of any such notice. Such Agent shall take such action with respect to such Default or Event of Default as may be requested by Required Lenders (or all or such other portion of the Lenders as shall be prescribed by this Agreement) in accordance with the terms hereof. Unless and until an Agent has received any such request, each Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable or in the best interests of Lenders.

Section 11.12 Assignment by Agent; Resignation of Agent, Successor Agent.

(a) Each Agent may at any time assign its rights, powers, privileges and duties hereunder to (i) another Lender, (ii) an Affiliate of such Agent or (iii) with the consent of Required Lenders, any Person to whom such Agent, in its capacity as a Lender, has assigned (or will assign, in conjunction with such assignment of agency rights hereunder) 50% or more of its Loan, in each case without the consent of the Lenders or Credit Parties. Following any such assignment, the applicable Agent shall give notice to the Lenders and Credit Parties. An assignment by an Agent

pursuant to this subsection (a) shall not be deemed a resignation by such Agent for purposes of subsection (b) below.

(b) Without limiting the rights of any Agent to designate an assignee pursuant to subsection (a) above, each Agent may at any time give notice of its resignation to the Lenders and Credit Parties. Upon receipt of any such notice of resignation, Required Lenders shall have the right to appoint a successor agent in the capacity of such Agent. If no such successor shall have been so appointed by Required Lenders and shall have accepted such appointment within ten (10) Business Days after the retiring Agent gives notice of its resignation, then the retiring Agent may on behalf of the Lenders, appoint a successor agent in the capacity of such Agent; *provided*, *however*, that if such Agent shall notify Borrowers and the Lenders that no Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice from such Agent that no Person has accepted such appointment and, from and following delivery of such notice, (i) the retiring Agent shall be discharged from its duties and obligations hereunder and under the other DIP Financing Documents, and (ii) all payments, communications and determinations provided to be made by, to or through such Agent shall instead be made by or to each Lender directly, until such time as Required Lenders appoint a successor agent in the capacity of such Agent as provided for above in this paragraph.

(c) Upon (i) an assignment permitted by subsection (a) above, or (ii) the acceptance of a successor's appointment as an Agent pursuant to subsection (b) above, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Agent, and the retiring Agent shall be discharged from all of its duties and obligations hereunder and under the other Financing Documents (if not already discharged therefrom as provided above in this paragraph). The fees payable by Credit Parties to a successor Agent shall be the same as those payable to its predecessor unless otherwise agreed between Credit Parties and such successor. After the retiring Agent's resignation hereunder and under the other DIP Financing Documents, the provisions of this Article 11 shall continue in effect for the benefit of such retiring Agent and its sub-agents in respect of any actions taken or omitted to be taken by any of them while the retiring Agent was acting or was continuing to act as Agent.

Section 11.13 Payment and Sharing of Payment.

(a) Interest and Fee Payments.

(i) Nothing in this Section 11.13 or elsewhere in this Agreement or the other Financing Documents shall be deemed to require any Agent to advance funds on behalf of any Lender or to relieve any Lender from its obligation to fulfill its commitments hereunder or to prejudice any rights that any Agent or any Credit Party may have against any Lender as a result of any default by such Lender hereunder.

(ii) [Reserved].

(iii) [Reserved].

(iv) [Reserved].

(v) [Reserved].

(vi) The provisions of this Section 11.13(a) shall be deemed to be binding upon Agents and Lenders notwithstanding the occurrence of any Default or Event of Default, or any insolvency or bankruptcy proceeding pertaining to any Borrower or any other Credit Party.

(b) Term Loan Payments. Payments of principal, interest and fees in respect of the Term Loans will be settled on the date of receipt if received by Lenders on a Business Day or on the Business Day immediately following the date of receipt if received on any day other than a Business Day.

(c) Payment Accounts. Each Borrower and each other Credit Party shall make all payments required to be made to a Lender to the Payment Account of such Lender, or such other account as such Lender may specify in writing.

(d) Defaulted Lenders. The failure of any Defaulted Lender to make any payment required by it hereunder shall not relieve any other Lender of its obligations to make payment, but neither any other Lender nor any Agent shall be responsible for the failure of any Defaulted Lender to make any payment required hereunder.

(e) Sharing of Payments. If any Lender shall obtain any payment or other recovery (whether voluntary, involuntary, by application of setoff or otherwise) on account of any Loan in excess of its Pro Rata Share, such Lender shall purchase from the other Lenders such participations in extensions of credit made by such other Lenders (without recourse, representation or warranty) as shall be necessary to cause such purchasing Lender to share the excess payment or other recovery ratably with each of them; *provided*, *however*, that if all or any portion of the excess payment or other recovery is thereafter required to be returned or otherwise recovered from such purchasing Lender, such portion of such purchase shall be rescinded and each Lender which has sold a participation to the purchasing Lender shall repay to the purchasing Lender the purchase price to the ratable extent of such return or recovery, without interest. Each Credit Party agrees that any Lender so purchasing a participation from another Lender pursuant to this clause (e) may, to the fullest extent permitted by law, exercise all its rights of payment with respect to such participation as fully as if such Lender were the direct creditor of the Credit Parties in the amount of such participation. If under any applicable bankruptcy, insolvency or other similar law, any Lender receives a secured claim in lieu of a setoff to which this clause (e) applies, such Lender shall, to the extent practicable, exercise its rights in respect of such secured claim in a manner consistent with the rights of the Lenders entitled under this clause (e) to share in the benefits of any recovery on such secured claim.

Section 11.14 Right to Perform, Preserve and Protect. If any Credit Party fails to perform any obligation hereunder or under any other DIP Financing Document, any Agent itself may, but shall not be obligated to, cause such obligation to be performed at Borrowers' expense. Each Agent is further authorized by Borrowers and the Lenders to make expenditures from time to time during the existence of an Event of Default which any Agent, in its reasonable business judgment, deems necessary or desirable to (a) preserve or protect the business conducted by the Credit Parties,

the Collateral, or any portion thereof, and/or (b) enhance the likelihood of, or maximize the amount of, repayment of the Loan and other Obligations; *provided*, *however*, any Agent shall obtain the prior written consent of Required Lenders to make any expenditures above $50,000 in the aggregate at any one time outstanding. Each Credit Party hereby agrees to reimburse each Agent on demand for any and all costs, liabilities and obligations incurred by such Agent pursuant to this Section 11.14. Each Lender hereby agrees to indemnify each Agent upon demand for any and all costs, liabilities and obligations incurred by such Agent pursuant to this Section 11.14, in accordance with the provisions of Section 11.6.

Section 11.15 [Reserved].

Section 11.16 Amendments and Waivers.

(a) No provision of this Agreement or any other Financing Document may be amended, waived or otherwise modified unless such amendment, waiver or other modification is in writing and is signed or otherwise approved by the Credit Parties, the Required Lenders and any other Lender to the extent required under Section 11.16(b) or (c).

(b) In addition to the required signatures under Section 11.16(a), no provision of this Agreement or any other Financing Document may be amended, waived or otherwise modified unless such amendment, waiver or other modification is in writing and is signed or otherwise approved by the following Persons:

(i) if any amendment, waiver or other modification would increase a Lender's funding obligations in respect of any Loan, by such Lender; and/or

(ii) [Reserved].

(c) In addition to the required signatures under Section 11.16(a) and (b), no provision of this Agreement or any other DIP Financing Document may be amended, waived or otherwise modified unless such amendment, waiver or other modification is in writing and is signed or otherwise approved by all the Lenders directly affected thereby, (A) reduce the principal of, rate of interest on or any fees with respect to any Loan or forgive any principal, interest (other than default interest) or fees (other than late charges) with respect to any Loan; (B) postpone the date fixed for, or waive, any payment of principal of any Loan, or of interest on any Loan (other than default interest) or any fees provided for hereunder (other than late charges) or postpone the date of termination of any commitment of any Lender hereunder; (C) change the definition of the term Required Lenders or the percentage of Lenders which shall be required for Lenders to take any action hereunder; (D) release any of the Collateral, authorize any Credit Party to sell or otherwise dispose of any of the Collateral or release any Guarantor of all or any portion of the Obligations or its Guarantee obligations with respect thereto; (E) amend, waive or otherwise modify this Section 11.16(b) or the definitions of the terms used in this Section 11.16(b) insofar as the definitions affect the substance of this Section 11.16(b); (F) consent to the assignment, delegation or other transfer by any Credit Party of any of its rights and obligations under any DIP Financing Document or release any Borrower of its payment obligations under any DIP Financing Document, except, in each case with respect to this clause (F), pursuant to a merger or consolidation permitted pursuant to this Agreement; (G) amend any of the provisions of

Section 10.7 or amend any of the definitions Pro Rata Share, DIP Term Loan Commitment, DIP Term Loan Commitment Amount or DIP Term Loan Commitment Percentage or that provide for the Lenders to receive their Pro Rata Shares of any fees, payments, setoffs or proceeds of Collateral hereunder; (H) [reserved]; (I) [reserved]; (J) [reserved]; (K) waive any conditions to funding set forth in Schedule 2.5 hereto; (L) amend Section 11.9; or (M) waive, modify or amend any of the provisions of Sections 2.1(a)(ii). It is hereby understood and agreed that all Lenders shall be deemed directly affected by an amendment, waiver or other modification of the type described in the preceding clauses (C), (D), (E), (F), (G), (H), (I), (J), (K), (L) or (M) of the preceding sentence.

Section 11.17 Assignments and Participations.

(a) Assignments.

(i) Any Lender may assign all or any portion of such Lender's Loan together with all related obligations of such Lender hereunder to one or more Eligible Assignees. Except as Agent may otherwise agree, the amount of any such assignment (determined as of the date of the applicable Assignment Agreement or, if a "Trade Date" is specified in such Assignment Agreement, as of such Trade Date) shall be in a minimum aggregate amount equal to $1,000,000 or, if less, the assignor's entire interests in the outstanding Loan; *provided*, *however*, that, in connection with simultaneous assignments to two or more related Approved Funds, such Approved Funds shall be treated as one assignee for purposes of determining compliance with the minimum assignment size referred to above. Borrowers and Agents shall be entitled to continue to deal solely and directly with such Lender in connection with the interests so assigned to an Eligible Assignee until each Agent shall have received and accepted (such acceptance not to be unreasonably withheld, conditioned or delayed) an effective Assignment Agreement executed, delivered and fully completed by the applicable parties thereto and a processing fee of $3,500 to be paid by the assigning Lender; *provided*, *however*, that only one processing fee shall be payable in connection with simultaneous assignments to two or more related Approved Funds.

(ii) From and after the date on which the conditions described above have been met, (A) such Eligible Assignee shall be deemed automatically to have become a party hereto and, to the extent of the interests assigned to such Eligible Assignee pursuant to such Assignment Agreement, shall have the rights and obligations of a Lender hereunder, and (B) the assigning Lender, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment Agreement, shall be released from its rights and obligations hereunder (other than those that survive termination pursuant to Section 12.1). Upon the request of the Eligible Assignee (and, as applicable, the assigning Lender) pursuant to an effective Assignment Agreement, each Borrower shall execute and deliver to Administrative Agent for deliver to the Eligible Assignee (and, as applicable, the assigning Lender) Notes in the aggregate principal amount of the Eligible Assignee's Loan (and, as applicable, Notes in the principal amount of that portion of the principal amount of the Loan retained by the assigning Lender). Upon receipt by the assigning Lender of such Note, the assigning Lender shall return to a Borrower any prior Note held by it.

(iii) Administrative Agent, acting solely for this purpose as an agent of Borrowers, shall maintain at its offices located in Bethesda, Maryland a copy of each Assignment Agreement delivered to it and a register for the recordation of the names and addresses of each Lender, and the commitments of, and principal amount of, and stated interest on, the Loan owing to, such Lender pursuant to the terms hereof. The entries in such register shall be conclusive absent manifest error, and Borrowers, Agents and Lenders shall treat each Person whose name is recorded therein pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. Such register shall be available for inspection by any Borrower and any Lender, at any reasonable time upon reasonable prior notice to Agents. This Section 11.17(a)(iii) shall be construed so that the Loans are at all times maintained in "registered form" within the meaning of Treasury Regulations Section 5f.103-1(c).

(iv) Notwithstanding the foregoing provisions of this Section 11.17(a) or any other provision of this Agreement, any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any pledge or assignment to secure obligations to a Federal Reserve Bank: *provided*, *however*, that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

(v) Notwithstanding the foregoing provisions of this Section 11.17(a) or any other provision of this Agreement, Administrative Agent has the right, but not the obligation, to effectuate assignments of Loan via an electronic settlement system acceptable to Administrative Agent as designated in writing from time to time to the Lenders by Agent (the "**Settlement Service**"). At any time when the Administrative Agent elects, in its sole discretion, to implement such Settlement Service, each such assignment shall be effected by the assigning Lender and proposed assignee pursuant to the procedures then in effect under the Settlement Service, which procedures shall be consistent with the other provisions of this Section 11.17(a). Each assigning Lender and proposed Eligible Assignee shall comply with the requirements of the Settlement Service in connection with effecting any assignment of Loan pursuant to the Settlement Service. With the prior written approval of the Required Lenders, Required Lender's approval of such Eligible Assignee shall be deemed to have been automatically granted with respect to any transfer effected through the Settlement Service. Assignments and assumptions of the Loan shall be effected by the provisions otherwise set forth herein until Administrative Agent notifies Lenders of the Settlement Service as set forth herein.

(vi) Any assignment by a Lender pursuant to this Section 11.17(a) shall be at no cost or expense to the Credit Parties.

(b) Participations. Any Lender may at any time, without the consent of, or notice to, any Borrower or any Agent, sell to one or more Persons (other than any Borrower or any Borrower's Affiliates) participating interests in its Loan, commitments or other interests hereunder (any such Person, a "**Participant**"), in the event of a sale by a Lender of a participating interest to a Participant, (i) such Lender's obligations hereunder shall remain unchanged for all purposes,

(ii) Borrowers and Agents shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations hereunder, and (iii) all amounts payable by each Borrower shall be determined as if such Lender had not sold such participation and shall be paid directly to such Lender. Each Credit Party agrees that if amounts outstanding under this Agreement are due and payable (as a result of acceleration or otherwise), each Participant shall be deemed to have the right of set-off in respect of its participating interest in amounts owing under this Agreement to the same extent as if the amount of its participating interest were owing directly to it as a Lender under this Agreement; *provided*, *however*, that such right of set-off shall be subject to the obligation of each Participant to share with Lenders, and Lenders agree to share with each Participant, as provided in Section 11.5. Any participation by a Lender pursuant to this Section 11.17(b) shall be at no cost or expense to the Credit Parties. Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrowers, maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant's interest in the Loans or other obligations under the Financing Documents (the "**Participant Register**"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any commitments, loans, letters of credit or its other obligations under any DIP Financing Document) to any Person except to the extent that such disclosure is necessary to establish that such commitment, loan, letter of credit or other obligation is in registered form under Treasury Regulations Section 5f.103-1(c). The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary.

(c) Replacement of Lenders. Within thirty (30) days after: (i) receipt by Agents of notice and demand from any Lender for payment of additional costs as provided in Section 2.8(e), which demand shall not have been revoked, (ii) any Borrower is required to pay any additional amount to any Lender or any Governmental Authority for the account of any Lender pursuant to Section 2.8(a), (iii) any Lender is a Defaulted Lender, and the circumstances causing such status shall not have been cured or waived; or (iv) any failure by any Lender to consent to a requested amendment, waiver or modification to any Financing Document in which Required Lenders have already consented to such amendment, waiver or modification but the consent of each Lender, or each Lender affected thereby, is required with respect thereto (each relevant Lender in the foregoing clauses (i) through (iv) being an "**Affected Lender**") each of Borrower and each Agent may, at its option, notify such Affected Lender and, in the case of Borrowers' election, each Agent, of such Person's intention to obtain, at Borrowers' expense, a replacement Lender ("**Replacement Lender**") for such Lender, which Replacement Lender shall be an Eligible Assignee and, in the event the Replacement Lender is to replace an Affected Lender described in the preceding clause (iv), such Replacement Lender consents to the requested amendment, waiver or modification making the replaced Lender an Affected Lender. In the event Borrowers or any Agent, as applicable, obtains a Replacement Lender within ninety (90) days following notice of its intention to do so, the Affected Lender shall sell, at par, and assign all of its Loan and funding commitments hereunder to such Replacement Lender in accordance with the procedures set forth in Section 11.17(a); *provided*, *however*, that (A) Borrowers shall have reimbursed such Lender for its increased costs and additional payments for which it is entitled to reimbursement under Section 2.8(a) or Section 2.8(e). as applicable, of this Agreement through the date of such sale

and assignment, and (B) Borrowers shall pay to Administrative Agent the $3,500 processing fee in respect of such assignment. In the event that a replaced Lender does not execute an Assignment Agreement pursuant to Section 11.17(a) within five (5) Business Days after receipt by such replaced Lender of notice of replacement pursuant to this Section 11.17(c) and presentation to such replaced Lender of an Assignment Agreement evidencing an assignment pursuant to this Section 11.17(c), such replaced Lender shall be deemed to have consented to the terms of such Assignment Agreement, and any such Assignment Agreement executed by Administrative Agent, the Replacement Lender and, to the extent required pursuant to Section 11.17(a), Borrowers, shall be effective for purposes of this Section 11.17(c) and Section 11.17(a). Upon any such assignment and payment, such replaced Lender shall no longer constitute a "**Lender**" for purposes hereof, other than with respect to such rights and obligations that survive termination as set forth in Section 12.1.

(d) Credit Party Assignments. No Credit Party may assign, delegate or otherwise transfer any of its rights or other obligations hereunder or under any other Financing Document without the prior written consent of each Agent and each Lender.

Section 11.18 [Reserved].

Section 11.19 [Reserved].

Section 11.20 Definitions. As used in this Article 11, the following terms have the following meanings:

"**Approved Fund**" means any (a) investment company, fund, trust, securitization vehicle or conduit that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the Ordinary Course of Business, or (b) any Person (other than a natural person) which temporarily warehouses loans for any Lender or any entity described in the preceding clause (a) and that, with respect to each of the preceding clauses (a) and (b), is administered or managed by (i) a Lender, (ii) an Affiliate of a Lender, or (iii) a Person (other than a natural person) or an Affiliate of a Person (other than a natural person) that administers or manages a Lender.

"**Assignment Agreement**" means an assignment agreement in form and substance acceptable to Administrative Agent.

"**Defaulted Lender**" shall mean any Lender (a) that has failed to fund any portion of its Loans, or has otherwise failed to make any other payments, required to be made by it under this Agreement or the other DIP Financing Documents within two (2) Business Days after any such amounts are required to be funded or paid by it under this Agreement or the other DIP Financing Documents (*provided* that such Lender shall cease to be a Defaulted Lender with respect to this clause (a) upon satisfaction in full of all outstanding funding and payment obligations of such Lender under this Agreement and the other DIP Financing Documents), (b) that has given oral or written notice to a Borrower, any Agent or any Lender or has otherwise publicly announced that such Lender believes it will, or intends to, fail to fund any portion of its Loans or fail to fund or make any loans or other payments required to be made by it under this Agreement and the other Financing Documents (*provided* that such Lender shall cease to be a Defaulted Lender with respect

to this clause (b) upon delivery to each Agent of a written rescission of such notice or announcement), or (c) with respect to which one or more Lender-Related Distress Events has occurred with respect to such Person and each Agent has determined that such Lender may become a Defaulted Lender.

"**Eligible Assignee**" means (i) a Lender, (ii) an Affiliate of a Lender or an Agent, (iii) an Approved Fund, (iv) any Person (other than a natural person) that is acquiring all or substantially all of such Lender's asset based loan portfolio, and (v) any other Person (other than a natural person) approved by each Agent; *provided* that notwithstanding the foregoing, "Eligible Assignee" shall not include any Borrower or any of a Borrower's Affiliates or Subsidiaries.

"**Lender-Related Distress Event**" shall mean, with respect to any Lender (for purposes of this definition, a "**Distressed Person**"), (a) a voluntary or involuntary case with respect to such Distressed Person is commenced under the Bankruptcy Code, (b) a custodian, conservator, receiver or similar official is appointed for such Distressed Person or any substantial part of such Distressed Person's assets, (c) such Distressed Person is subject to a forced liquidation, merger, sale or other change of majority control supported in whole or in part by guaranties or other support (including, without limitation, the nationalization or assumption of majority ownership or operating control by) provided by the U.S. government or other Governmental Authority; provided that a Lender shall not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interests of a Distressed Person by a Governmental Authority so long as such ownership interest does not result in or provide such Lender with immunity from the jurisdiction of courts within the United States or from the enforcement of judgments or writs of attachment on its assets or permit such Lender (or such Governmental Authority) to reject, repudiate, disavow or disaffirm any contracts or agreements made with such Lender, or (d) such Distressed Person makes a general assignment for the benefit of creditors or is otherwise adjudicated as, or determined by any Governmental Authority having regulatory authority over such Distressed Person or its assets to be, insolvent or bankrupt.

ARTICLE 12- MISCELLANEOUS

Section 12.1 Survival. All agreements, representations and warranties made herein and in every other DIP Financing Document shall survive the execution and delivery of this Agreement and the other DIP Financing Documents. The provisions of Sections 2.8 and 2.9 and Articles 11 and 12 shall survive Payment in Full and any termination of this Agreement and any judgment with respect to any Obligations, including any final foreclosure judgment with respect to any Security Document, and no unpaid or unperformed, current or future, Obligations will merge into any such judgment.

Section 12.2 No Waivers. No failure or delay by any Agent or any Lender in exercising any right, power or privilege under any DIP Financing Document shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein and therein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 12.3 Notices.

(a) All notices, requests and other communications to any party hereunder shall be in writing (including prepaid overnight courier, facsimile transmission or similar writing) and shall be given to such party at its address, facsimile number or e-mail address set forth on the signature pages hereof (or, in the case of any such Lender who becomes a Lender after the date hereof, in an assignment agreement or in a notice delivered to a Borrower and each Agent by the assignee Lender forthwith upon such assignment) or at such other address, facsimile number or e-mail address as such party may hereafter specify for the purpose by notice to each Agent and a Borrower; *provided*, *however*, that notices, requests or other communications shall be permitted by electronic means only in accordance with the provisions of Section 12.3(b) and (c). Each such notice, request or other communication shall be effective (i) if given by facsimile, when such notice is transmitted to the facsimile number specified by this Section and the sender receives a confirmation of transmission from the sending facsimile machine, or (ii) if given by mail, prepaid overnight courier or any other means, when received or when receipt is refused at the applicable address specified by this Section 12.3(a).

(b) Notices and other communications to the parties hereto may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved from time to time by each Agent, *provided*, *however*, that the foregoing shall not apply to notices sent directly to any Lender if such Lender has notified the Agents that it is incapable of receiving notices by electronic communication. The Agents or Borrowers may, in their discretion, agree to accept notices and other communications to them hereunder by electronic communications pursuant to procedures approved by it, *provided*, *however*, that approval of such procedures may be limited to particular notices or communications.

(c) Unless each Agent otherwise prescribes, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment), and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communication is available and identifying the website address therefor, *provided*, *however*, that if any such notice or other communication is not sent or posted during normal business hours, such notice or communication shall be deemed to have been sent at the opening of business on the next Business Day.

Section 12.4 Severability. In case any provision of or obligation under this Agreement or any other DIP Financing Document shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

Section 12.5 Headings. Headings and captions used in the DIP Financing Documents (including the Exhibits, Schedules and Annexes hereto and thereto) are included for convenience of reference only and shall not be given any substantive effect.

Section 12.6 Confidentiality.

(a) Each Credit Party agrees (i) not to transmit or disclose provisions of any DIP Financing Document to any Person (other than to Borrowers, Affiliates of Borrowers and their respective advisors and officers on a need-to-know basis or as otherwise may be required by Law (inclusive of any regulatory requirements which may be applicable to the Borrowers and their respective Affiliates), subpoena, judicial order or similar order and in connection with any litigation) without each Agent's prior written consent and (ii) to inform all Persons of the confidential nature of the DIP Financing Documents and to direct them not to disclose the same to any other Person and to require each of them to be bound by these provisions.

(b) Each Agent and each Lender shall hold all non-public information regarding the Credit Parties and their respective businesses that (i) is a financial statement or other report delivered pursuant to Section 4.1; (ii) describes LaVie's or any of its Subsidiary's pending litigation; (iii) describes LaVie's or any of its Subsidiaries pipeline of future development plans or (iv) otherwise is identified as non-public information by Borrowers and, in each case, obtained by any Agent or any Lender pursuant to the requirements hereof in accordance with such Person's customary procedures for handling information of such nature, except that disclosure of such information may be made (A) to their respective agents, employees, Subsidiaries, Affiliates, attorneys, auditors, professional consultants, rating agencies, insurance industry associations and portfolio management services; *provided*, *however*, that any such Persons are advised of the confidential nature of such information and are instructed to keep such information confidential in accordance with the terms hereof, (B) to prospective transferees or purchasers of any interest in the Loans, an Agent or a Lender; *provided*, *however*, that any such Persons are bound by obligations of confidentiality, (C) as required by Law (inclusive of any regulatory requirements which may be applicable to the Borrowers and their respective Affiliates), subpoena judicial order or similar order and in connection with any litigation, (D) as may be required in connection with the examination, audit or similar investigation of such Person, and (E) to a Person that is a trustee, investment advisor, collateral manager, servicer, noteholder or secured party in a Securitization (as hereinafter defined) in connection with the administration, servicing and reporting on the assets serving as collateral for such Securitization. For the purposes of this Section, "**Securitization**" shall mean (A) the pledge of the Loans as collateral security for loans to a Lender, or (B) a public or private offering by a Lender or any of its Affiliates or their respective successors and assigns, of securities which represent an interest in, or which are collateralized, in whole or in part, by the Loans. Non-public information shall include only such information that (i) is a financial statement or other report delivered pursuant to Section 4.1; (ii) describes LaVie's or any of its Subsidiary's pending litigation; (iii) describes LaVie's or any of its Subsidiaries pipeline of future development plans or (iv) otherwise is identified as non-public information by Borrowers at the time provided to each Agent and shall not include information that either: (y) is in the public domain, or becomes part of the public domain after disclosure to such Person through no fault of such Person, or (z) is disclosed to such Person by a Person other than a Credit Party, *provided*, *however*, no Agent has actual knowledge that such Person is prohibited from disclosing such information. The obligations of Agents and Lenders under this Section 12.6 shall supersede and replace the obligations of Agents and Lenders under any confidentiality agreement in respect of this financing executed and delivered by any Agent or any Lender prior to the date hereof.

(c) Public Offering Information. Notwithstanding the foregoing, each Credit Party specifically agrees that any Agent and any Lender may include financial information and

information concerning the operation of the Credit Parties that does not violate the confidentiality of the facility patient relationship and the physician patient privilege under applicable Laws, or violate other applicable Laws, including those protecting the privacy and/or security of patient health information, in offering memoranda or prospectus, or similar publications in connection with syndications or public offerings of any Agent's or any Lender's securities or interests, and any other reporting requirements under applicable Federal and State Laws, including those of any successor to any Agent or any Lender. Within thirty (30) days following any Agent's or any Lender's written request, and at any Agent's or any Lender's sole cost and expense, each Credit Party agrees to provide such other reasonable information, as permitted by and in accordance with applicable Laws, necessary with respect to Borrowers to facilitate a public offering or to satisfy SEC or regulatory disclosure requirements. Upon request of any Agent or any Lender, Credit Parties shall notify any Agent or any Lender of any necessary corrections to information any Agent or any Lender proposes to publish within a reasonable period of time (not to exceed three (3) Business Days) after being informed thereof by any Agent or any Lender.

Section 12.7 Waiver of Consequential and Other Damages. To the fullest extent permitted by applicable Law, no Credit Party shall assert, and each Credit Party hereby waives, any claim against any Indemnitee (as defined below), on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of this Agreement, any other DIP Financing Document or any agreement or instrument contemplated hereby or thereby, the transactions contemplated hereby or thereby, any Loan or the use of the proceeds thereof. No Indemnitee shall be liable for any damages arising from the use by unintended recipients of any information or other materials distributed by it through telecommunications, electronic or other information transmission systems in connection with this Agreement or the other Financing Documents or the transactions contemplated hereby or thereby.

Section 12.8 GOVERNING LAW; SUBMISSION TO JURISDICTION.

(a) THIS AGREEMENT AND THE OTHER DIP FINANCING DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE CREDIT PARTIES, THE LENDERS, AND THE AGENTS HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING WITHOUT LIMITATION SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE BANKRUPTCY CODE.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Bankruptcy Court and, if the Bankruptcy Court does not have (or abstains from) jurisdiction, the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any DIP Financing Document, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court.

Section 12.9 WAIVER OF JURY TRIAL. **THE BORROWERS, THE GUARANTORS, THE AGENTS, ANY DIP LENDER AND ANY SUBSEQUENT LENDER, HEREBY IRREVOCABLY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT AND THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED.** The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation contract claims, tort claims, breach of duty claims and all other common law and statutory claims. The Borrowers, the Guarantors, the Agents, any DIP Lender and any subsequent Lender, each (i) acknowledges that this waiver is a material inducement to enter into a business relationship, that each has already relied on this waiver in entering into this relationship, and that each will continue to rely on this waiver in their related future dealings and (ii) further warrants and represents that each has reviewed this waiver with its legal counsel and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. **THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT.** In the event of litigation, this provision may be filed as a written consent a trial by the court**.**

Section 12.10 [Reserved].

Section 12.11 Counterparts; Integration; No Reliance. This Agreement and the other DIP Financing Documents may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile or by electronic mail delivery of an electronic version of any executed signature page shall bind the parties hereto. This Agreement and the other DIP Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof; provided that no provision of this Agreement, including this Section 12.11, shall limit any agreement between or among the Lenders on the subject matter of this Agreement and the DIP Financing Documents or otherwise. The parties hereto irrevocably and unreservedly agree that this Agreement may be executed by way of electronic signatures and the parties agree that neither this Agreement, nor any part hereof, shall be challenged or denied any legal effect, validity and/or enforceability solely on the ground that it is in the form of an electronic record.

Section 12.12 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 12.13 Lender Approvals. Unless expressly provided herein to the contrary, any approval, consent, waiver or satisfaction of any Agent or any Lender with respect to any matter

that is the subject of this Agreement, the other Financing Documents may be granted or withheld by such Agent and such Lender in its sole and absolute discretion and credit judgment.

Section 12.14 Expenses; Indemnity.

(a) Credit Parties hereby agree to promptly pay (i) all documented costs and expenses of each Agent and each DIP Lender (including, without limitation, the fees, costs and expenses of counsel to, and independent appraisers and consultants retained by such Agent and such DIP Lender) in connection with the examination, review, due diligence investigation, documentation, negotiation, closing and syndication of the transactions contemplated by the DIP Financing Documents, in connection with the performance by such Agent of its rights and remedies under the DIP Financing Documents and in connection with the continued administration of the DIP Financing Documents including (A) any amendments, modifications, consents and waivers to and/or under any and all DIP Financing Documents, and (B) any periodic public record searches conducted by or at the request of any Agent (including, without limitation, title investigations, UCC searches, fixture filing searches, judgment, pending litigation and tax lien searches and searches of applicable corporate, limited liability, partnership and related records concerning the continued existence, organization and good standing of certain Persons); (ii) without limitation of the preceding clause (i), all documented costs and expenses of each Agent in connection with the creation, perfection and maintenance of Liens pursuant to the DIP Financing Documents; (iii) without limitation of the preceding clause (i), all documented costs and expenses of each Agent in connection with (A) protecting, storing, insuring, handling, maintaining or selling any Collateral, (B) any litigation, dispute, suit or proceeding relating to any DIP Financing Document, and (C) any workout, collection, bankruptcy, insolvency and other enforcement proceedings under any and all of the DIP Financing Documents; (iv) without limitation of the preceding clause (i), all documented costs and expenses of each Agent in connection with such Agent's reservation of funds in anticipation of the funding of the initial Loans to be made hereunder; and (v) all costs and expenses incurred by the DIP Lenders in connection with any litigation, dispute, suit or proceeding relating to any DIP Financing Document and in connection with any workout, collection, bankruptcy, insolvency and other enforcement proceedings under any and all DIP Financing Documents, whether or not any Agent or any DIP Lenders are a party thereto. If any Agent or any DIP Lender uses in-house counsel for any of these purposes, Credit Parties further agree that the Obligations include reasonable charges for such work commensurate with the fees that would otherwise be charged by outside legal counsel selected by such Agent or such Lender for the work performed.

(b) Each Credit Party hereby agrees to indemnify, pay and hold harmless Agents and Lenders and their Affiliates, and the officers, directors, employees, trustees, agents, investment advisors, collateral managers, servicers, and counsel of Agents and Lenders and their respective Affiliates (collectively called the "**Indemnitees**") from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including the documented and reasonable fees and disbursements of counsel for such Indemnitee) in connection with any investigative, response, remedial, administrative or judicial matter or proceeding, whether or not such Indemnitee shall be designated a party thereto and including any such proceeding initiated by or on behalf of a Credit Party, and the reasonable expenses of investigation by engineers,

environmental consultants and similar technical personnel and any commission, fee or compensation claimed by any broker (other than any broker retained by Agents or Lenders) asserting any right to payment for the transactions contemplated hereby, which may be imposed on, incurred by or asserted against such Indemnitee as a result of or in connection with the transactions contemplated hereby or by the other DIP Financing Documents (including (i)(A) as a direct or indirect result of the presence on or under, or escape, seepage, leakage, spillage, discharge, emission or release from, any property now or previously owned, leased or operated by any Borrower, any Subsidiary or any other Person of any Hazardous Materials, (B) arising out of or relating to the offsite disposal of any materials generated or present on any such property, or (C) arising out of or resulting from the environmental condition of any such property or the applicability of any governmental requirements relating to Hazardous Materials, whether or not occasioned wholly or in part by any condition, accident or event caused by any act or omission of any Borrower or any Subsidiary, and (ii) proposed and actual extensions of credit under this Agreement) and the use or intended use of the proceeds of the Loans, except that no Borrower shall have an obligation hereunder to an Indemnitee with respect to any liability resulting from the gross negligence or willful misconduct of such Indemnitee, as determined by a final non-appealable judgment of a court of competent jurisdiction. To the extent that the undertaking set forth in the immediately preceding sentence may be unenforceable, each Credit Party shall contribute the maximum portion which it is permitted to pay and satisfy under applicable Law to the payment and satisfaction of all such indemnified liabilities incurred by the Indemnitees or any of them.

(c) Notwithstanding any contrary provision in this Agreement, the obligations of Credit Parties under this Section 12.14 shall survive Payment in Full and the termination of this Agreement. NO INDEMNITEE SHALL BE RESPONSIBLE OR LIABLE TO THE BORROWERS OR TO ANY OTHER PARTY TO ANY FINANCING DOCUMENT, ANY SUCCESSOR, ASSIGNEE OR THIRD-PARTY BENEFICIARY OR ANY OTHER PERSON ASSERTING CLAIMS DERIVATIVELY THROUGH SUCH PARTY, FOR INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF CREDIT HAVING BEEN EXTENDED, SUSPENDED OR TERMINATED UNDER THIS AGREEMENT OR ANY OTHER FINANCING DOCUMENT OR AS A RESULT OF ANY OTHER TRANSACTION CONTEMPLATED HEREUNDER OR THEREUNDER.

Section 12.15 Administrative Credit Party. Each Credit Party hereby irrevocably appoints LaVie Care Centers, LLC as the borrowing agent and attorney-in-fact for all Credit Parties (the "**Administrative Credit Party**"), which appointment shall remain in full force and effect unless and until the Agents shall have received prior written notice signed by each Credit Party that such appointment has been revoked and that another Borrower has been appointed Administrative Credit Party. Each Credit Party hereby irrevocably appoints and authorizes the Administrative Credit Party (a) to provide the Agents and Lenders with all notices with respect to the DIP Term Loans obtained for the benefit of any Borrower and all other notices and instructions under this Note and the other DIP Financing Documents (and any notice or instruction provided by Administrative Credit Party shall be deemed to be given by Borrowers and other Credit Parties hereunder and shall bind each Borrower and other Credit Party), (b) to receive notices and instructions from any Agent or any DIP Lender (and any notice or instruction provided to the

Administrative Credit Party in accordance with the terms hereof shall be deemed to have been given to each Borrower and other Credit Party), and (c) to take such action as the Administrative Credit Party deems appropriate on its behalf to obtain DIP Term Loans and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement.

Section 12.16 Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition or other proceeding be filed by or against any Credit Party for liquidation or reorganization, should any Credit Party become insolvent or make an assignment for the benefit of any creditor or creditors or should an interim receiver, receiver, receiver and manager or trustee be appointed for all or any significant part of any Credit Party's assets, and shall continue to be effective or to be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable Law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a fraudulent preference reviewable transaction or otherwise, all as though such payment or performance had not been made, in the event that any payment, or any pan thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 12.17 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Credit Parties and Agents and each Lender and their respective successors and permitted assigns.

Section 12.18 USA PATRIOT Act Notification. Each Agent (for itself and not on behalf of any Lender) and each Lender hereby notifies Credit Parties that pursuant to the requirements of the USA PATRIOT Act, it is required to obtain, verify and record certain information and documentation that identifies Credit Parties, which information includes the name and address of each Credit Party and such other information that will allow such Agent or such Lender, as applicable, to identify Credit Parties in accordance with the USA PATRIOT Act.

Section 12.19 Financing Orders. In the event of any inconsistency between this Agreement and the Financing Orders, the Financing Orders shall control as to any term addressed herein.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the date first above written.

BORROWER:

LAVIE CARE CENTERS, LLC

DocuSigned by:
By: M. Benjamin Jones
46622179A69843E...
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

GUARANTORS:

10040 HILLVIEW ROAD OPERATIONS LLC
1010 CARPENTERS WAY OPERATIONS LLC
1026 ALBEE FARM ROAD OPERATIONS LLC
1061 VIRGINIA STREET OPERATIONS LLC
1111 DRURY LANE OPERATIONS LLC
1120 WEST DONEGAN AVENUE OPERATIONS LLC
11565 HARTS ROAD OPERATIONS LLC
12170 CORTEZ BOULEVARD OPERATIONS LLC
125 ALMA BOULEVARD OPERATIONS LLC
1445 HOWELL AVENUE OPERATIONS LLC
1465 OAKFIELD DRIVE OPERATIONS LLC
1507 SOUTH TUTTLE AVENUE OPERATIONS LLC
15204 WEST COLONIAL DRIVE OPERATIONS LLC
1550 JESS PARRISH COURT OPERATIONS LLC
1615 MIAMI ROAD OPERATIONS LLC
1820 SHORE DRIVE OPERATIONS LLC
1851 ELKCAM BOULEVARD OPERATIONS LLC
1937 JENKS AVENUE OPERATIONS LLC
195 MATTIE M. KELLY BOULEVARD OPERATIONS LLC
216 SANTA BARBARA BOULEVARD OPERATIONS LLC
2333 NORTH BRENTWOOD CIRCLE OPERATIONS LLC
2401 NE 2ND STREET OPERATIONS LLC
2826 CLEVELAND AVENUE OPERATIONS LLC
2916 HABANA WAY OPERATIONS LLC
2939 SOUTH HAVERHILL ROAD OPERATIONS LLC
3001 PALM COAST PARKWAY OPERATIONS LLC
3101 GINGER DRIVE OPERATIONS LLC
3110 OAKBRIDGE BOULEVARD OPERATIONS LLC
3735 EVANS AVENUE OPERATIONS LLC

3825 COUNTRYSIDE BOULEVARD OPERATIONS LLC
3920 ROSEWOOD WAY OPERATIONS LLC
4200 WASHINGTON STREET OPERATIONS LLC
4641 OLD CANOE CREEK ROAD OPERATIONS LLC
500 SOUTH HOSPITAL DRIVE OPERATIONS LLC
5065 WALLIS ROAD OPERATIONS LLC
518 WEST FLETCHER AVENUE OPERATIONS LLC
5405 BABCOCK STREET OPERATIONS LLC
611 SOUTH 13TH STREET OPERATIONS LLC
626 NORTH TYNDALL PARKWAY OPERATIONS LLC
6305 CORTEZ ROAD WEST OPERATIONS LLC
6414 13TH ROAD SOUTH OPERATIONS LLC
650 REED CANAL ROAD OPERATIONS LLC
6700 NW 10TH PLACE OPERATIONS LLC
702 SOUTH KINGS AVENUE OPERATIONS LLC
710 NORTH SUN DRIVE OPERATIONS LLC
741 SOUTH BENEVA ROAD OPERATIONS LLC
777 NINTH STREET NORTH OPERATIONS LLC
7950 LAKE UNDERHILL ROAD OPERATIONS LLC
9035 BRYAN DAIRY ROAD OPERATIONS LLC
9311 SOUTH ORANGE BLOSSOM TRAIL OPERATIONS LLC
9355 SAN JOSE BOULEVARD OPERATIONS LLC
ALPHA HEALTH CARE PROPERTIES, LLC
AMBASSADOR ANCILLARY SERVICES, LLC
AMBASSADOR REHABILITATIVE SERVICES, LLC
ASHLAND FACILITY OPERATIONS, LLC
ASHTON COURT HEALTHCARE, LLC
ASSISTED LIVING AT FROSTBURG VILLAGE FACILITY OPERATIONS, LLC

AUGUSTA FACILITY OPERATIONS, LLC
AUGUSTA HEALTH CARE PROPERTIES, LLC
BAYA NURSING AND REHABILITATION, LLC
BAYONET POINT FACILITY OPERATIONS, LLC
BOSSIER HEALTHCARE, LLC
BRANDON FACILITY OPERATIONS, LLC
BRENTWOOD MEADOW HEALTH CARE ASSOCIATES, LLC
BRILEY FACILITY OPERATIONS, LLC
BROWNSBORO HILLS HEALTHCARE, LLC
CANONSBURG PROPERTY INVESTORS, LLC
CAPITAL HEALTH CARE ASSOCIATES, LLC
CARDINAL NORTH CAROLINA HEALTHCARE, LLC
CAREY FACILITY OPERATIONS, LLC
CARY HEALTHCARE, LLC
CATALINA GARDENS HEALTH CARE ASSOCIATES, LLC
CATALINA HEALTH CARE ASSOCIATES, LLC
CENTENNIAL ACQUISITION CORPORATION
CENTENNIAL EMPLOYEE MANAGEMENT, LLC
CENTENNIAL FIVE STAR MASTER TENANT, LLC
CENTENNIAL HEALTHCARE CORPORATION
CENTENNIAL HEALTHCARE HOLDING COMPANY LLC
CENTENNIAL HEALTHCARE INVESTMENT CORPORATION
CENTENNIAL HEALTHCARE MANAGEMENT CORPORATION
CENTENNIAL HEALTHCARE PROPERTIES CORPORATION
CENTENNIAL HEALTHCARE PROPERTIES, LLC
CENTENNIAL MANAGEMENT INVESTMENT, LLC
CENTENNIAL MASTER SUBTENANT, LLC

CENTENNIAL MASTER TENANT, LLC
CENTENNIAL NEWCO HOLDING COMPANY, LLC
CENTENNIAL PROFESSIONAL THERAPY SERVICES CORPORATION
CENTENNIAL SEHC MASTER TENANT LLC
CENTENNIAL SERVICE CORPORATION - GRANT PARK
CHARLWELL HEALTHCARE, LLC
CHENAL HEALTHCARE, LLC
CHESWICK FACILITY OPERATIONS, LLC
CHIC HOLDING COMPANY, LLC
CHMC HOLDING COMPANY, LLC
CHPC HOLDING COMPANY, LLC
CLAY COUNTY HEALTHCARE, LLC
CLEARWATER HEALTHCARE, LLC
COASTAL ADMINISTRATIVE SERVICES, LLC
COASTAL MANAGEMENT INVESTMENT, LLC
CONSULATE EV ACQUISITION, LLC
CONSULATE EV MASTER TENANT, LLC
CONSULATE EV OPERATIONS I, LLC
CONSULATE FACILITY LEASING, LLC
CONSULATE MANAGEMENT COMPANY III, LLC
CONSULATE MZHBS LEASEHOLDINGS, LLC
CONSULATE NHCG LEASEHOLDINGS, LLC
COUNTRY MEADOW FACILITY OPERATIONS, LLC
CRESTLINE FACILITY OPERATIONS, LLC
CYPRESS MANOR HEALTH CARE ASSOCIATES, LLC
CYPRESS SQUARE HEALTH CARE ASSOCIATES, LLC
D.C. MEDICAL INVESTORS LIMITED PARTNERSHIP
DONEGAN SQUARE HEALTH CARE ASSOCIATES, LLC
DOWN EAST HEALTHCARE, LLC
EDINBOROUGH SQUARE HEALTH CARE ASSOCIATES, LLC
EMERALD RIDGE HEALTHCARE, LLC
ENVOY HEALTH CARE, LLC
ENVOY MANAGEMENT COMPANY, LLC

ENVOY OF ALEXANDRIA, LLC
ENVOY OF DENTON, LLC
ENVOY OF FOREST HILLS, LLC
ENVOY OF FORK UNION, LLC
ENVOY OF GOOCHLAND, LLC
ENVOY OF LAWRENCEVILLE, LLC
ENVOY OF NORFOLK, LLC
ENVOY OF PIKESVILLE, LLC
ENVOY OF RICHMOND, LLC
ENVOY OF SOMERSET, LLC
ENVOY OF STAUNTON, LLC
ENVOY OF WILLIAMSBURG, LLC
ENVOY OF WINCHESTER, LLC
ENVOY OF WOODBRIDGE, LLC
EPSILON HEALTH CARE PROPERTIES, LLC
FERRIDAY HEALTHCARE, LLC
FLLVMT, LLC
FLORIDA HEALTH CARE PROPERTIES, LLC
FLORIDIAN FACILITY OPERATIONS, LLC
FORREST OAKES HEALTHCARE, LLC
FRANKLINTON HEALTHCARE, LLC
FROSTBURG FACILITY OPERATIONS, LLC
GARDEN COURT HEALTHCARE, LLC
GATEWAY HEALTHCARE, LLC
GENOA HEALTHCARE CONSULTING, LLC
GENOA HEALTHCARE GROUP, LLC
GLENBURNEY HEALTHCARE, LLC
GRANT PARK NURSING HOME LIMITED PARTNERSHIP
GRAYSON FACILITY OPERATIONS, LLC
GREEN COVE FACILITY OPERATIONS, LLC
GREENFIELD FACILITY OPERATIONS, LLC
HARBOR POINTE FACILITY OPERATIONS, LLC
HFLLVMT, LLC
HILLTOP MISSISSIPPI HEALTHCARE, LLC
HILLTOPPER HOLDING CORP.
HOLLYWELL HEALTHCARE, LLC
HUNTER WOODS HEALTHCARE, LLC
HURSTBOURNE HEALTHCARE, LLC
JACKSONVILLE FACILITY OPERATIONS, LLC

JENNINGS HEALTHCARE, LLC
JOSERA, LLC
KANNAPOLIS HEALTHCARE, LLC
KD HEALTHCARE, LLC
KENTON FACILITY OPERATIONS, LLC
KENWOOD VIEW HEALTHCARE, LLC
KIMWELL HEALTHCARE, LLC
KINGS DAUGHTERS FACILITY OPERATIONS, LLC
KISSIMMEE FACILITY OPERATIONS, LLC
LAKE PARKER FACILITY OPERATIONS, LLC
LAKELAND FACILITY OPERATIONS, LLC
LEGENDS FACILITY OPERATIONS, LLC
LEVEL UP STAFFING, LLC
LIBBY HEALTHCARE, LLC
LIDENSKAB, LLC
LINCOLN CENTER HEALTHCARE, LLC
LOCUST GROVE FACILITY OPERATIONS, LLC
LTC INSURANCE ASSOCIATES, LLC
LUCASVILLE I FACILITY OPERATIONS, LLC
LUCASVILLE II FACILITY OPERATIONS, LLC
LUTHER RIDGE FACILITY OPERATIONS, LLC
LV CHC HOLDINGS I, LLC
LV OPERATIONS I, LLC
LV OPERATIONS II, LLC
LVE HOLDCO, LLC
LVE MASTER TENANT 1, LLC
LVE MASTER TENANT 2, LLC
LVE MASTER TENANT 3, LLC
LVE MASTER TENANT 4, LLC
LVFH MASTER TENANT, LLC
LVLUPH, LLC
MA HEALTHCARE HOLDING COMPANY, LLC
MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC
MCCOMB HEALTHCARE, LLC
MELBOURNE FACILITY OPERATIONS, LLC
MIAMI FACILITY OPERATIONS, LLC
MILTON HEALTHCARE, LLC

MONTCLAIR HEALTHCARE, LLC
MOUNT ROYAL FACILITY OPERATIONS, LLC
NENC HEALTHCARE HOLDING COMPANY, LLC
NEW HARMONIE HEALTHCARE, LLC
NEW PORT RICHEY FACILITY OPERATIONS, LLC
NEWPORT NEWS FACILITY OPERATIONS, LLC
NORFOLK FACILITY OPERATIONS, LLC
NORTH CAROLINA MASTER TENANT, LLC
NORTH FORT MYERS FACILITY OPERATIONS, LLC
NORTH STRABANE FACILITY OPERATIONS, LLC
OAK GROVE HEALTHCARE, LLC
OAKS AT SWEETEN CREEK HEALTHCARE, LLC
OMRO HEALTHCARE, LLC
ONETETE, LLC
ORANGE PARK FACILITY OPERATIONS, LLC
OSPREY NURSING AND REHABILITATION, LLC
PALOMA BLANCA HEALTH CARE ASSOCIATES, LLC
PARKSIDE FACILITY OPERATIONS, LLC
PARKVIEW FACILITY OPERATIONS, LLC
PARKVIEW HEALTHCARE, LLC
PARKVIEW MANOR HEALTHCARE, LLC
PARKWELL HEALTHCARE, LLC
PAVILION AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC
PENN VILLAGE FACILITY OPERATIONS, LLC
PENNKNOLL VILLAGE FACILITY OPERATIONS, LLC
PENSACOLA FACILITY OPERATIONS, LLC
PERRY FACILITY OPERATIONS, LLC
PERRY VILLAGE FACILITY OPERATIONS, LLC
PHEASANT RIDGE FACILITY OPERATIONS, LLC
PIKETON FACILITY OPERATIONS, LLC
PINE RIVER HEALTHCARE, LLC

PINELAKE HEALTHCARE, LLC
PINEWOOD HEALTHCARE, LLC
PORT CHARLOTTE FACILITY OPERATIONS, LLC
QCPMT, LLC
RAC INSURANCE INVESTORS, LLC
REEDERS FACILITY OPERATIONS, LLC
RETIREMENT VILLAGE OF NORTH STRABANE FACILITY OPERATIONS, LLC
RIDGEWOOD FACILITY OPERATIONS, LLC
RILEY HEALTHCARE, LLC
RISPETTO, LLC
RIVERBEND HEALTHCARE, LLC
RIVERVIEW OF ANN ARBOR HEALTHCARE, LLC
ROYAL TERRACE HEALTHCARE, LLC
SAFETY HARBOR FACILITY OPERATIONS, LLC
SALUS MANAGEMENT INVESTMENT, LLC
SARASOTA FACILITY OPERATIONS, LLC
SEA CREST MANAGEMENT INVESTMENT, LLC
SHERIDAN INDIANA HEALTHCARE, LLC
SHORELINE HEALTHCARE MANAGEMENT, LLC
SKYLINE FACILITY OPERATIONS, LLC
SOUTHPOINT HEALTH CARE ASSOCIATES, LLC
ST. PETERSBURG FACILITY OPERATIONS, LLC
STARKVILLE MANOR HEALTHCARE, LLC
STRATFORD FACILITY OPERATIONS, LLC
SUMMIT FACILITY OPERATIONS, LLC
SUSQUEHANNA VILLAGE FACILITY OPERATIONS, LLC
SWAN POINTE FACILITY OPERATIONS, LLC
TALLAHASSEE FACILITY OPERATIONS, LLC
TARPON HEALTH CARE ASSOCIATES, LLC
THS PARTNERS I, INC.
THS PARTNERS II, INC.
TOSTURI, LLC
TRANSITIONAL HEALTH PARTNERS
TRANSITIONAL HEALTH SERVICES, INC.

VALLEY VIEW HEALTHCARE, LLC
VAPAMT, LLC
VERO BEACH FACILITY OPERATIONS, LLC
VNTG HD MASTER TENANT, LLC
WALNUT COVE HEALTHCARE, LLC
WAYNE HEALTHCARE, LLC
WELLINGTON HEALTHCARE, LLC
WELLSTON FACILITY OPERATIONS, LLC
WEST ALTAMONTE FACILITY OPERATIONS, LLC
WEST PALM BEACH FACILITY OPERATIONS, LLC
WESTERVILLE FACILITY OPERATIONS, LLC
WESTWOOD HEALTHCARE, LLC
WHISPERING HILLS FACILITY OPERATIONS, LLC
WHITEHALL OF ANN ARBOR HEALTHCARE, LLC
WHITEHALL OF NOVI HEALTHCARE, LLC
WILLIAMSBURG FACILITY OPERATIONS, LLC
WILLOWBROOK HEALTHCARE, LLC
WILORA LAKE HEALTHCARE, LLC
WINDSOR FACILITY OPERATIONS, LLC
WINONA MANOR HEALTHCARE, LLC
WINTER HAVEN FACILITY OPERATIONS, LLC
WOODBINE HEALTHCARE, LLC
WOODSTOCK FACILITY OPERATIONS, LLC

DocuSigned by:
M. Benjamin Jones
46622179A69843E...

By: _____
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

OHI DIP LENDER, LLC,
as Administrative Agent and a Lender

By: DocuSigned by: Daniel J. Booth D4B434120A4043C...
Name: Daniel J. Booth
Title: Chief Operating Officer

TIX 33433 LLC,
as Collateral Agent and a Lender

By:_____
Name: Mark Andrews
Title: Authorized Representative

OHI DIP LENDER, LLC,
as Administrative Agent and a Lender

By:_____
Name: Daniel J. Booth
Title: Chief Operating Officer

TIX 33433 LLC,
as Collateral Agent and a Lender

By: Mark Andrews
Name: Mark Andrews
Title: Authorized Representative

SUPERPRIORITY JUNIOR SECURED CREDIT AND GUARANTY AGREEMENT

ANNEX A TO CREDIT AGREEMENT (COMMITMENT ANNEX)

COMMITMENT ANNEX

Lender	Term Loan Commitment Amount	Term Loan Commitment Percentage
OHI DIP Lender, LLC	$10,000,000.00	50.00%
TIX 33433 LLC	$10,000,000.00	50.00%
Total	**$20,000,000.00**	**100%**

ANNEX B TO CREDIT AGREEMENT (GUARANTORS)

	Guarantors	Jurisdiction of Formation
1.	1120 West Donegan Avenue Operations, LLC	Florida
2.	11565 Harts Road Operations, LLC	Florida
3.	1507 South Tuttle Avenue Operations, LLC	Florida
4.	1615 Miami Road Operations, LLC	Florida
5.	1820 Shore Drive Operations, LLC	Florida
6.	2826 Cleveland Avenue Operations, LLC	Florida
7	2939 South Haverhill Road Operations, LLC	Florida
8.	3825 Countryside Boulevard Operations, LLC	Florida
9.	518 West Fletcher Avenue Operations, LLC	Florida
10.	611 South 13th Street Operations, LLC	Florida
11.	6414 13th Road South Operations, LLC	Florida
12.	6700 NW 10th Place Operations, LLC	Florida
11	702 South Kings Avenue Operations, LLC	Florida
14.	741 South Beneva Road Operations, LLC	Florida
15.	7950 Lake Underhill Road Operations, LLC	Florida
16.	9035 Bryan Dairy Road Operations, LLC	Florida
17.	9311 South Orange Blossom Trail Operations, LLC	Florida
18.	9355 San Jose Boulevard Operations, LLC	Florida
19.	Alpha Health Care Properties, LLC	Florida
20.	Ashland Facility Operations, LLC	Ohio
21.	Augusta Health Care Properties, LLC	Florida
22.	Bayonet Point Facility Operations, LLC	Ohio
23	Brandon Facility Operations, LLC	Ohio
24.	Brentwood Meadow Health Care Associates, LLC	Florida
25.	Cardinal North Carolina HealthCare, LLC	Delaware
26.	Cary Healthcare, LLC	Delaware
27.	Catalina Gardens Health Care Associates, LLC	Florida
28.	Centennial HealthCare Holding Company, LLC	Delaware
29.	Centennial Healthcare Properties, LLC	Delaware
30.	Clay County HealthCare, LLC	Delaware
31.	Consulate EV Acquisition, LLC	Delaware
32.	Consulate EV Master Tenant, LLC	Delaware
33.	Consulate EV Operations I, LLC	Delaware
34.	Consulate Management Company III, LLC	Delaware
35.	Consulate NHCG Leaseholdings, LLC	Delaware
36.	Donegan Square Health Care Associates, LLC	Florida
37.	Edinborough Square Health Care Associates, LLC	Florida
38.	Emerald Ridge HealthCare, LLC	Delaware
39.	Envoy Health Care, LLC	Florida
40.	Envoy of Forest Hills, LLC	Virginia
41.	Envoy of Fork Union, LLC	Virginia
42.	Envoy of Goochland, LLC	Virginia
43.	Envoy of Richmond, LLC	Virginia
44.	Envoy of Somerset, LLC	Florida
45	Envoy of Williamsburg, LLC	Virginia
46.	Epsilon Health Care Properties, LLC	Florida

SUPERPRIORITY JUNIOR SECURED CREDIT AND GUARANTY AGREEMENT

	Guarantors	**Jurisdiction of Formation**
47.	Florida Health Care Properties, LLC	Florida
48.	Floridian Facility Operations, LLC	Florida
49.	Franklinton HealthCare, LLC	Delaware
50.	Garden Court HealthCare, LLC	Delaware
51.	Gateway HealthCare, LLC	Delaware
52.	Genoa HealthCare Group, LLC	Delaware
53.	Green Cove Facility Operations, LLC	Florida
54.	Hunter Woods HealthCare, LLC	Delaware
55.	Jacksonville Facility Operations, LLC	Ohio
56.	Josera, LLC	Florida
57.	Kannapolis HealthCare, LLC	Delaware
58.	Kissimmee Facility Operations, LLC	Ohio
59.	Lake Parker Facility Operations, LLC	Ohio
60	Lakeland Facility Operations, LLC	Ohio
61.	LaVie Care Centers, LLC	Delaware
62.	Lidenskab, LLC	Florida
61	Locust Grove Facility Operations, LLC	Ohio
64.	Luther Ridge Facility Operations, LLC	Ohio
65.	LV CHC Holdings 1, LLC	Delaware
66.	Manor at St. Luke Village Facility Operations, LLC	Ohio
67.	McComb HealthCare, LLC	Delaware
68.	Melbourne Facility Operations, LLC	Ohio
69.	Miami Facility Operations, LLC	Ohio
70.	NENC HealthCare Holding Company, LLC	Delaware
71.	New Port Richey Facility Operations, LLC	Ohio
72.	Norfolk Facility Operations, LLC	Ohio
73.	North Fort Myers Facility Operations, LLC	Ohio
74.	Oaks at Sweeten Creek HealthCare, LLC	Delaware
75.	Onetete, LLC	Florida
76.	Orange Park Facility Operations, LLC	Ohto
77.	Pavilion at St. Luke Village Facility Operations, LLC	Ohio
78.	Penn Village Facility Operations, LLC	Ohio
79.	Pennknoll Village Facility Operations, LLC	Ohio
80.	Pensacola Facility Operations, LLC	Ohio
81.	Perry Facility Operations, LLC	Florida
82.	Pourlessoins, LLC d/b/a Synergy Healthcare Services	Georgia
83.	Rispetto, LLC	Delaware
84.	Safety Harbor Facility Operations, LLC	Ohio
85.	Sarasota Facility Operations, LLC	Ohio
86	St. Petersburg Facility Operations, LLC	Ohio
87.	Tallahassee Facility Operations, LLC	Ohio
88.	Tosturi, LLC	Florida
89.	Vero Beach Facility Operations, LLC	Ohio
90.	Walnut Cove HealthCare, LLC	Delaware
91.	Wellington HealthCare, LLC	Delaware
92.	West Palm Beach Facility Operations, LLC	Ohio
91	Westwood HealthCare, LLC	Delaware

	Guarantors	**Jurisdiction of Formation**
94.	Wilora Lake HealthCare, LLC	Delaware
95.	Winter Haven Facility Operations, LLC	Ohio
96.	Zomleben, LLC d/b/a Synergy Healthcare Solutions	Delaware
97.	LV Operations I, LLC	Delaware
98.	LV Operations II, LLC	Delaware

JUNIOR SECURED DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

ANNEX C TO CREDIT AGREEMENT

(See Attched)

[Redacted]

JUNIOR SECURED DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

EXHIBIT A TO CREDIT AGREEMENT (NOTICE OF BORROWING)

NOTICE OF BORROWING

Date: [ ], 2024

To: OHI DIP LENDER, LLC, as Administrative Agent and a Lender
c/o Omega Healthcare Investors, Inc.
303 International Circle, Suite 200
Hunt Valley, MD 21030
Email: DBooth@omegahealthcare.com

TIX 33433 LLC, as a Lender
1811 Silverside Road
Wilmington, DE 19810
Attention:
Email:

Ladies and Gentlemen:

Reference is made to that certain Junior Secured Debtor-In-Possession Credit and Guaranty Agreement, dated as of [ ], 2024 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the "**Credit Agreement**"), by and among LAVIE CARE CENTERS,. LLC, a Delaware limited liability company ("**LaVie**"), as borrower (together with each other Person joining this the Credit Agreement as a "Borrower", "**Borrowers**" and individually, each a "**Borrower**"), and the other Persons identified on Annex B thereto, as a guarantor (together with each other Person joining the Credit Agreement as a "Guarantor", the "**Guarantors**" and individually, each, a "**Guarantor**"), OHI DIP LENDER, LLC, a Delaware limited liability company, (individually "**Omega**") as a Lender and as administrative agent (in such capacity, together with its successors and assigns in such capacity, the "**Administrative Agent**"), TIX 33433, LLC, a Delaware limited liability company , (individually, "**TIX**") as a Lender and as collateral agent (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**") and the financial institutions or other entities from time to time parties hereto as a Lender. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Credit Agreement or the Interim DIP Order (as defined therein), as applicable.

In accordance with Section 2.5 of the Credit Agreement, the Borrower hereby gives the Administrative Agent and the DIP Lenders notice that it requests a Delayed Draw to be made in accordance with the term set forth below.

1. Date of Delayed Draw: [ ]

2. In the principal amount of: $[ ]

ACTIVE/129810435.3

CREDIT AND SECURITY AGREEMENT

3. The proceeds of the Delayed Draw are to disbursed pursuant to the following instructions:

WIRING INSTRUCTIONS

Bank Name:
ABA #:
Account Name:
Account Number:

4. In accordance with Section 2.5 of the Credit Agreement, each Credit Party hereby certifies to the Administrative Agent and the DIP Lenders that:

(a) each of the terms and conditions set forth on Schedule 2.5 of the Credit Agreement have been satisfied; and

(b) the representations and warranties contained in the Credit Agreement or any other DIP Financing Document are true and correct in all material respects as of the date hereof (unless (i) such representation or warranty, by its terms, expressly relates to another date, in which case such representation or warranty is true and correct in all material respects on and as of such earlier date or (ii) such representation and/or warranty is already qualified by materiality or material adverse effect or similar language, in which case such representation and warranty shall be true and correct in all respects, as of such date).

[Signature Page Follows]

ACTIVE/129810435.3

CREDIT AND SECURITY AGREEMENT

BORROWER:

LAVIE CARE CENTERS, LLC

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

GUARANTORS:

[ ]

JUNIOR SECURED DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT

EXHIBIT B TO CREDIT AGREEMENT (INITIAL BUDGET)

LaVie Care Centers, LLC, et al.
Initial DIP Budget

	($ in millions)	wk 1 Budget 6/7/24	wk 2 Budget 6/14/24	wk 3 Budget 6/21/24	wk 4 Budget 6/28/24	wk 5 Budget 7/5/24	5-Wk Budget Total
1	**Total Receipts**	**$ 4.8**	**$ 8.9**	**$ 5.0**	**$ 11.2**	**$ 4.9**	**$ 34.8**
2	Payroll, Taxes, and Benefits	(3.7)	(3.1)	(3.5)	(3.4)	(3.7)	(17.4)
3	Insurance	(0.1)	(0.1)	(0.1)	-	(0.7)	(1.0)
4	Bed, Property & Sales Taxes	(0.3)	(1.0)	(0.5)	(0.4)	(0.1)	(2.3)
5	Utilities	-	-	-	-	-	-
6	Cost Report Settlements	(0.7)	-	-	-	-	(0.7)
7	Management Fees	(0.7)	(0.3)	(0.1)	(0.6)	(0.4)	(2.2)
8	Rent Payments	(4.4)	-	-	-	(4.4)	(8.8)
9	Other Operating Expenses	(3.6)	(1.2)	(0.9)	(1.5)	(3.7)	(10.9)
10	**Total Operating Disbursements**	**$ (13.4)**	**$ (5.8)**	**$ (5.1)**	**$ (5.9)**	**$ (13.0)**	**$ (43.3)**
11	ABL Debt Service	(0.3)	-	-	-	(0.2)	(0.5)
12	Other Non-Operating	(1.6)	(0.5)	(0.1)	(0.5)	(0.4)	(3.1)
13	**Total Non-Operating Disbursements**	**$ (1.9)**	**$ (0.5)**	**$ (0.1)**	**$ (0.5)**	**$ (0.6)**	**$ (3.6)**
14	DIP Loan Interest & Fees	-	-	-	-	-	-
15	Pro Fees & Expenses	(0.5)	-	-	(0.1)	(2.9)	(3.5)
16	US Trustee	-	-	-	-	-	-
17	503(b)(9) Claims	-	-	-	-	-	-
18	Adequate Assurance Deposit	-	-	(0.6)	-	-	(0.6)
19	**Total Restructuring Disbursements**	**$ (0.5)**	**$ -**	**$ (0.6)**	**$ (0.1)**	**$ (2.9)**	**$ (4.0)**
20	**Net Cash Flow**	**$ (11.0)**	**$ 2.6**	**$ (0.8)**	**$ 4.7**	**$ (11.6)**	**$ (16.1)**
21	Beginning Book Cash Balance	$ 5.2	$ 3.2	$ 5.8	$ 5.0	$ 9.7	$ 5.2
22	(+/-): Net Cash Flow	(11.0)	2.6	(0.8)	4.7	(11.6)	(16.1)
23	(+/-) DIP Draws (Paydowns)	9.0	-	-	-	5.0	14.0
24	**Ending Book Cash Balance**	**$ 3.2**	**$ 5.8**	**$ 5.0**	**$ 9.7**	**$ 3.1**	**$ 3.1**
25	**DIP Loan:**						
26	Beginning DIP Balance	$ -	$ 9.6	$ 9.6	$ 9.6	$ 9.6	$ -
27	(+/-): Draws	9.0	-	-	-	5.0	14.0
28	(+/-): PIK Interest	-	-	-	-	0.1	0.1
29	(+/-): PIK Fees	0.6	-	-	-	-	0.6
30	**Ending DIP Balance**	**$ 9.6**	**$ 9.6**	**$ 9.6**	**$ 9.6**	**$ 14.7**	**$ 14.7**
31	**Unused DIP Availability**	**$ 11.0**	**$ 11.0**	**$ 11.0**	**$ 11.0**	**$ 6.0**	**$ 6.0**

SUPERPRIORITY JUNIOR SECURED CREDIT AND GUARANTY AGREEMENT

EXHIBIT C TO CREDIT AGREEMENT (INTERIM DIP ORDER)

Docket #0049 Date Filed: 06/05/2024

IT IS ORDERED as set forth below:

Date: June 5, 2024

Paul Baisier

Paul Baisier
U.S. Bankruptcy Court Judge

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

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, *et al.*[1]	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)
	)	**Related to Docket No. 15**

INTERIM ORDER (I) AUTHORIZING THE DEBTORS TO (A) OBTAIN POSTPETITION FINANCING AND (B) UTILIZE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES, (III) MODIFYING THE AUTOMATIC STAY, (IV) SCHEDULING A FINAL HEARING FOR JUNE 27, 2024, AND (V) GRANTING RELATED RELIEF

[1] The last four digits of LaVie Care Centers, LLC's federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at https://www.kccllc.net/LaVie. The location of LaVie Care Centers, LLC's corporate headquarters and the Debtors' service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

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Upon the motion (the "DIP Motion")[2] of LaVie Care Centers, LLC ("LaVie") and its affiliated debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases") for entry of an interim order (this "Interim Order") and a final order ("Final Order"), under sections 105, 361, 362, 363, 364, 503, 506, and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 7007-1, 9013-1, 9013-4, and 9014-2 of the Local Bankruptcy Rules (the "Local Rules") for the United States Bankruptcy Court for the Northern District of Georgia, and the Procedures for Complex Chapter 11 Bankruptcy Cases (the "Complex Case Procedures") seeking, *inter alia*:

(i) authorizing the Debtors to obtain postpetition financing on a secured junior basis, consisting of a new money term loan facility (the "DIP Facility," and the loans issued thereunder, the "DIP Loans") in an aggregate principal amount of up to $20,000,000 pursuant to the terms and conditions set forth in this Interim Order and that certain term sheet annexed hereto as **Exhibit 1** (as may be amended, restated, supplemented, waived, or otherwise modified from time to time in accordance with the terms hereof and thereof, the "DIP Term Sheet"), executed by LaVie, as borrower (the "DIP Borrower"), and those certain Debtors identified as guarantors in the DIP Term Sheet (the "DIP Guarantors" and, together with the DIP Borrower, the "DIP Loan Parties"), OHI DIP Lender, LLC, as lender under the DIP Facility (in such capacity, the "OHI DIP Lender") and , upon execution of the DIP Credit Agreement, administrative agent (in such capacity, the "DIP Administrative Agent"), TIX 33433 LLC as a DIP Lender (the "TIX DIP Lender") and together with OHI DIP Lender, the "DIP Lenders") and upon execution of the

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[2] Capitalized terms used herein and not herein defined have the meaning ascribed to such terms in the DIP Motion or the DIP Term Sheet (as defined herein).

DIP Credit Agreement collateral agent (in such capacity, the "DIP Collateral Agent" and, together with the DIP Administrative Agent, the "DIP Agents" and, each of the DIP Agents together with the DIP Lenders, the "DIP Secured Parties");

(ii) authorizing the Debtors to enter into the DIP Term Sheet and, subject to a final order, that certain loan agreement by and among the DIP Borrower, the DIP Guarantors, the DIP Lenders, and the DIP Agents (the "DIP Credit Agreement") and that certain promissory note evidencing the obligations due and owing under the DIP Credit Agreement (the "DIP Note") and any other agreements, instruments, pledge agreements, guarantees, indemnities, security agreements, intellectual property security agreements, control agreements, escrow agreements, instruments, notes, and documents executed in accordance and connection therewith (each as amended, restated, supplemented, waived, or otherwise modified from time to time in accordance with the terms hereof and thereof, and collectively with the DIP Term Sheet, the DIP Credit Agreement, and the DIP Note, the "DIP Loan Documents");

(iii) authorizing the DIP Borrowers to incur, and for the DIP Guarantors to guarantee on an unconditional joint and several basis, obligations for principal, interest, fees, costs, expenses, obligations (whether contingent or otherwise), and all other amounts, as and when due and payable under and in accordance with this Interim Order, the DIP Term Sheet, and the DIP Loan Documents (collectively, the "DIP Facility Obligations");

(iv) authorizing the DIP Loan Parties to perform such other and further acts as may be necessary or desirable in connection with this Interim Order, the DIP Term Sheet, the DIP Loan Documents, and the transactions contemplated hereby and thereby;

(v) granting each of the OHI DIP Lender and the TIX DIP Lender, jointly and severally, and authorizing the DIP Loan Parties to incur, the DIP Liens (as defined below), as

applicable, in all DIP Collateral (as defined below) having the priority described in this Interim Order;

(vi) granting each of the OHI DIP Lender and the TIX DIP Lender, jointly and severally, and authorizing the DIP Loan Parties to incur, allowed superpriority administrative expense claims against each of the DIP Loan Parties in respect of all DIP Facility Obligations, in each case, in accordance with the terms of this Interim Order;

(vii) authorizing the DIP Loan Parties' use of Prepetition Collateral (as defined below), including Cash Collateral (as defined below), as well as the proceeds of the DIP Facility, subject to the terms and conditions set forth in this Interim Order and the DIP Loan Documents;

(viii) providing adequate protection to the Prepetition Secured Parties (as defined below) on account of any Diminution in Value (as defined below) of the Prepetition Secured Parties' interest in the Prepetition Collateral;

(ix) modifying the automatic stay imposed by section 362 of the Bankruptcy Code solely to the extent necessary to implement and effectuate, including the right to exercise remedies following an Event of Default (as defined below) and expiration of any applicable notice period, the terms and provisions of this Interim Order and the DIP Loan Documents, waiving any applicable stay (including under Bankruptcy Rule 6004) with respect to the effectiveness and enforceability of this Interim Order, and providing for the immediate effectiveness of this Interim Order;

(x) upon entry of a Final Order providing for such relief and as set forth in paragraphs 24 and 26 herein, authorizing the Debtors to waive as to the DIP Lenders and Prepetition Secured Parties (a) any rights to surcharge the DIP Collateral or any Prepetition

Collateral (as defined herein) pursuant to section 506(c) of the Bankruptcy Code, and (b) any "equities of the case" exception under section 552(b) of the Bankruptcy Code;

(xi) upon entry of a Final Order providing for such relief, waiving the equitable doctrine of "marshaling" and other similar doctrines with respect to (a) the DIP Collateral, for the benefit of any party other than the DIP Secured Parties, and (b) the Prepetition Collateral, for the benefit of any party other than the Prepetition Secured Parties (as defined herein), subject to the Carve Out (as defined below); and

(xii) scheduling a final hearing (the "Final Hearing") to consider entry of the Final Order, and approving the form of notice with respect to the Final Hearing.

This Court having considered the DIP Motion, the DIP Term Sheet, the proposed Interim Order, the *Declaration of Michael Krakovsky in Support of Debtors' Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "DIP Declaration") and the *Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"), the pleadings filed with this Court, the evidence submitted and arguments proffered or adduced at the hearing held before this Court on June 4, 2024 (the "Interim Hearing"), and upon the record of these Chapter 11 Cases; and adequate notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 2002, 4001 and 9014; and it appearing that no other or further notice need be provided; and any objections, responses and reservations of rights with respect to the entry of the Interim Order or the relief requested in the DIP Motion having been withdrawn, resolved, or overruled by this Court; and it appearing to this Court that granting the interim relief

requested in the DIP Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing, and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, and their creditors, represents a sound exercise of the Debtors' business judgment, and is necessary for the continued operation of the Debtors' businesses; and after due deliberation and consideration, and for good and sufficient cause appearing therefor:

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[3]

A. **Petition Date**. On June 2, 2024 (the "Petition Date") and subsequently on June 3, 2024, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia (this "Court") commencing these Chapter 11 Cases. On June 3, 2024, this Court entered an order approving the joint administration of the Chapter 11 Cases for procedural purposes only.

B. **Debtors-in-Possession**. The Debtors continue in possession of and to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in any of these Chapter 11 Cases.

C. **Committee Formation**. As of the date hereof, the United States Trustee for Region 21 (the "U.S. Trustee") has not appointed an official committee of unsecured creditors in these Chapter 11 Cases (the "Official Committee").

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[3] The findings and conclusions set forth herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

D. **Jurisdiction and Venue**. This Court has jurisdiction over the Debtors, property of the Debtors' estates, the Chapter 11 Cases, the DIP Motion, and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for these Chapter 11 Cases and the proceedings on the DIP Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409. The predicates for the relief set forth herein are sections 105, 361, 362, 363, 364, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, and 9014, and Local Rules 7007-1, 9013-1, 9013-4, and 9014-2.

E. **Debtors' Stipulations**. Subject to the limitations thereon contained in paragraph 23 hereof, the Debtors, on behalf of their estates, admit, stipulate, acknowledge, and agree having considered and reviewed the facts and circumstances and record, that the following statements are true and correct:

(i) ***Prepetition ABL Credit Agreement***.

(a) LV CHC Holdings I, LLC, and certain of its affiliates designated therein as borrowers (such borrowers, collectively, the "Prepetition ABL Borrowers" or the "Prepetition ABL Obligors"), MidCap Funding IV Trust and the other financial institutions party thereto from time to time as lenders (the "Prepetition ABL Lenders"), MidCap Funding IV Trust, as agent for the Prepetition ABL Lenders (in such capacity, the "Prepetition ABL Agent," and together with the Prepetition ABL Lenders, the "Prepetition ABL Secured Parties"), entered into that certain Second Amended and Restated Credit and Security Agreement, dated as of March 25, 2022 (as otherwise amended, supplemented, or otherwise modified from time to time, the "Prepetition ABL Credit Agreement," and together with any other documents executed and delivered in connection therewith, the "Prepetition ABL Documents").

(b) As of the Petition Date, the Prepetition ABL Obligors were justly and lawfully indebted and liable to the Prepetition ABL Secured Parties, without defense, counterclaim or offset of any kind, in the aggregate principal amount of not less than $33,042,676.16, *plus* accrued and unpaid interest (including default interest) thereon and reimbursement obligations, fees, costs, and expenses (including, without limitation, any attorneys', accountants', appraisers' financial advisors' fees, and related costs and expenses, in each case, solely to the extent that they are chargeable or reimbursable under the Prepetition ABL Documents), charges, disbursements, indemnification obligations, and any other amounts, contingent or otherwise, whenever arising or accruing, that may be due, owing, or chargeable in respect thereof, and all other Obligations (as defined in the Prepetition ABL Agreement) incurred or accrued in connection therewith (whether arising before, on, or after the Petition Date), owing, in each case under or in connection with the Prepetition ABL Documents without defense, counterclaim, or offset of any kind (collectively, the "Prepetition ABL Obligations").

(c) The Prepetition ABL Obligations are secured by valid, binding, perfected, and enforceable first priority security interests in and liens on all "Collateral" (as defined in the Prepetition ABL Documents) (such collateral, the "ABL Senior Collateral" and such security interests in and liens on the ABL Senior Collateral, the "Prepetition ABL Liens").

(ii) ***Prepetition Omega Term Loan Credit Agreement***.

(a) LaVie Care Centers, LLC, and certain of its affiliates designated therein, as borrowers (such borrowers, collectively, the "Prepetition Omega Term Loan Borrowers"), certain other parties designated as guarantors thereto (such guarantors collectively, the "Prepetition Omega Term Loan Guarantors" and, together with the Prepetition Omega Term Loan Borrowers, the "Prepetition Omega Term Loan Obligors"), OHI Mezz Lender, LLC and the

other financial institutions party thereto from time to time as lenders (the "Prepetition Omega Term Loan Lenders"), and OHI Mezz Lender, LLC, as administrative agent for the Prepetition Term Loan Lenders (in such capacity, the "Prepetition Omega Term Loan Agent," and together with the Prepetition Term Loan Lenders, the "Prepetition Omega Term Loan Secured Parties") entered into that certain Credit and Security Agreement, dated as of March 25, 2022 (as otherwise amended, supplemented, or otherwise modified from time to time, the "Prepetition Omega Term Loan Credit Agreement," and together with any other documents executed and delivered in connection therewith, the "Prepetition Omega Term Loan Documents").

(b) As of the Petition Date, the Prepetition Omega Term Loan Obligors were justly and lawfully indebted and liable to the Prepetition Omega Term Loan Secured Parties, without defense, counterclaim or offset of any kind in the aggregate principal amount of at least $26,952,146.54, *plus* accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, solely to the extent that they are chargeable or reimbursable under the Prepetition Omega Term Loan Documents), charges, indemnities and all other Obligations (as defined in the Prepetition Omega Term Loan Credit Agreement) incurred or accrued in connection therewith (whether arising before, on, or after the Petition Date), owing in each case under or in connection with the Prepetition Omega Term Loan Documents without defense, counterclaim, or offset of any kind (collectively, the "Prepetition Omega Term Loan Obligations"), which Prepetition Omega Term Loan Obligations have been guaranteed on a joint and several basis by the Prepetition Omega Term Loan Guarantors.

(c) The Prepetition Omega Term Loan Obligations are secured by second priority security interests in and liens on property of the Prepetition Omega Term Loan Obligors constituting ABL Senior Collateral and first priority security interests in and liens on any

other property of the Prepetition Omega Term Loan Obligors as set forth in the Prepetition Omega Term Loan Documents (such collateral, the "Prepetition Omega Term Loan Collateral" and such security interests in and liens on the Prepetition Omega Term Loan Collateral, the "Prepetition Omega Term Loan Liens").

(iii) ***Prepetition Omega Master Lease Agreement***.

(a) Alpha Health Care Properties, LLC (the "Omega Master Tenant") entered into that certain Amended and Restated Consolidated Master Lease, dated as of March 25, 2022 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Omega Master Lease Agreement" and, together with all other agreements, documents, and instruments executed and/or delivered with, to or in favor of the Omega Landlords (as defined therein) including, without limitation, all security agreements, notes, guarantees, including the Omega Master Lease Guaranty (as defined below), mortgages, Uniform Commercial Code financing statements, documents, and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto, the "Omega Master Lease Documents" and together with the Prepetition Omega Term Loan Documents and the Prepetition ABL Documents, the "Prepetition Secured Documents") by and among the Omega Master Tenant and the Omega Landlords (and, together with the Prepetition Omega Term Loan Secured Parties, the "Prepetition Omega Secured Parties" and, the Prepetition Omega Secured Parties together with the Prepetition ABL Secured Parties, the "Prepetition Secured Parties"). The Omega Master Tenant has subleased the facilities leased to the Omega Master Tenant under the Omega Master Lease Agreement to certain operators set forth therein (the "Existing Operators").

(b) Certain of the Debtors, the Existing Operators and other parties (each an "Omega Master Lease Guarantor" and, collectively with the Omega Master Tenant,

the "Omega Master Lease Obligors," and, together with the Prepetition Omega Term Loan Obligors, the "Prepetition Omega Obligors" and, the Prepetition Omega Obligors together with the Prepetition ABL Obligors, the "Prepetition Obligors") have entered into that certain Lease Guaranty, dated as of February 10, 2017 with the Omega Landlords (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, in respect of the Omega Master Lease Agreement, the "Omega Master Lease Guaranty").

(c) As of the Petition Date, the Omega Master Lease Obligors were justly and lawfully indebted and liable to the Omega Landlords, without defense, counterclaim or offset of any kind in the aggregate principal amount of at least $32,617,019.44 unpaid Rent (as defined in the Omega Master Lease Agreement), plus accrued and unpaid interest thereon and fees, expenses (including any attorneys', accountants', appraisers' and financial advisors' fees, in each case, solely to the extent that they are chargeable or reimbursable under the Omega Master Lease Documents), charges, indemnities and all other Obligations (as defined in the Omega Master Lease) incurred or accrued in connection therewith (whether arising before, on, or after the Petition Date) owing, in each case under or in connection with the Omega Master Lease Documents without defense, counterclaim, or offset of any kind (collectively, the "Omega Master Lease Obligations" and, together with the Prepetition Omega Term Loan Obligations, the "Prepetition Omega Secured Obligations" and, the Prepetition Omega Secured Obligations together with the Prepetition ABL Obligations, the "Prepetition Secured Obligations"), which Omega Master Lease Obligations have been guaranteed on a joint and several basis by the Omega Master Lease Guarantors.

(d) The Omega Master Lease Obligations are secured by second priority security interests in and liens on property of the Omega Master Lease Obligors constituting ABL Senior Collateral and first priority security interests in and liens on any other property of the

Omega Master Lease Obligors as set forth in the Omega Master Lease Documents (the "Omega Landlord Collateral," and together with the Prepetition Omega Term Loan Collateral, the "Prepetition Omega Collateral" and, the Prepetition Omega Collateral together with the ABL Senior Collateral, the "Prepetition Collateral"; and such liens on and security interests in the Omega Landlord Collateral, the "Omega Landlord Liens," and together with the Prepetition Omega Term Loan Liens, the "Prepetition Omega Liens" and, the Prepetition Omega Liens with the Prepetition ABL Liens, the "Prepetition Liens").

(e) The Omega Master Lease Agreement constitutes one indivisible and non-severable executory contract under section 365 of the Bankruptcy Code. The Prepetition Omega Term Loan Facility was entered into in connection with the Omega Master Lease Agreement, is an integral component of the transactions contemplated thereunder, and the Omega Master Lease Agreement and the Prepetition Omega Term Loan Facility represent a single integrated transaction.

(iv) ***Intercreditor Agreements***. As of the Petition Date the Prepetition ABL Agent was party to (A) that certain Intercreditor Agreement dated as of March 25, 2022, by and among the Prepetition ABL Agent, in its capacity as revolving agent for itself and the Prepetition ABL Lenders, and the Prepetition Omega Term Loan Agent, in its capacity as administrative agent for itself and the Prepetition Omega Term Loan Lenders (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition ABL-TL Intercreditor Agreement"), which governs, among other things, the rights, interests obligations, priority, and positions of the Prepetition ABL Secured Parties and the Prepetition Omega Term Loan Secured Parties with respect to collateral on which both the Prepetition ABL Secured Parties and the Prepetition Omega Term Loan Secured Parties hold liens; and (B) that certain Seventh

Amended and Restated Intercreditor Agreement dated as of April 1, 2024, by and among the Prepetition ABL Agent in its capacity as revolving agent for itself and the Prepetition ABL Lenders and the Omega Landlords (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Prepetition ABL-ML Intercreditor Agreement"), which governs, among other things, the rights, interests obligations, priority, and positions of the Prepetition ABL Secured Parties and the Omega Landlords with respect to collateral on which both the Prepetition ABL Secured Parties and the Omega Landlords hold liens.

(v) ***Prepetition Secured Obligations***. As of the Petition Date, the Prepetition Secured Obligations owing to the Prepetition Secured Parties constitute legal, valid, and binding obligations of the Debtors and their applicable affiliates, enforceable against them in accordance with their respective terms (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code); and no portion of the Prepetition Secured Obligations owing to, or any transfers made to any or all of the Prepetition Secured Parties is subject to avoidance, recharacterization, reduction, set-off, offset, counterclaim, cross-claim, recoupment, defenses, disallowance, impairment, recovery, subordination (whether equitable or otherwise), or any other legal or equitable challenges pursuant to the Bankruptcy Code or applicable non-bankruptcy law or regulation by any person or entity.

(vi) ***Prepetition Liens***. The Prepetition Liens granted to the Prepetition Secured Parties respectively constitute legal, valid, binding, enforceable (other than in respect of the stay of enforcement arising from section 362 of the Bankruptcy Code), non-avoidable, and properly perfected liens on and security interests in the Prepetition Collateral and were granted to, or for the benefit of, the applicable Prepetition Secured Parties for fair consideration and reasonably equivalent value, and are not subject to defense, counterclaim, recharacterization, subordination

(equitable or otherwise), avoidance, or recovery pursuant to the Bankruptcy Code or applicable non-bankruptcy law or equity or regulation by any person or entity.

(vii) ***No Challenges/Claims***. No offsets, challenges, objections, defenses, claims or counterclaims of any kind or nature to any of the Prepetition Liens or Prepetition Secured Obligations exist, no facts or occurrence supporting or giving rise to any offset, challenge, objection, defense, claim or counterclaim of any kind or nature to any of the Prepetition Liens or Prepetition Secured Obligations exist, and no portion of the Prepetition Liens or Prepetition Secured Obligations are subject to any challenge or defense including, without limitation, avoidance, disallowance, disgorgement, recharacterization, or subordination (equitable or otherwise) pursuant to the Bankruptcy Code or applicable non-bankruptcy law or equity. The Debtors and their estates have no valid Claims (as such term is defined in section 101(5) of the Bankruptcy Code), objections, challenges, causes of action, and/or choses in action, including "lender liability" causes of action, derivative claims, or basis for any equitable relief against any of the Prepetition Secured Parties or DIP Lenders or any of their respective predecessors, affiliates, agents, attorneys, advisors, professionals, officers, directors, and employees with respect to the Prepetition ABL Documents, the Prepetition Omega Term Loan Documents, the Omega Master Lease Documents, the Prepetition Secured Obligations, the Prepetition Liens, the DIP Loan Documents, the DIP Liens, or otherwise, whether arising at law or at equity, including, without limitation, any challenge, recharacterization, subordination, avoidance, recovery, disallowance, reduction, or other Claims arising under or pursuant to sections 105, 502, 510, 541, 542 through 553, inclusive, or 558 of the Bankruptcy Code or applicable non-bankruptcy law equivalents. The Prepetition Secured Obligations constitute allowed, secured claims within the meaning of sections 502 and 506 of the Bankruptcy Code. The Debtors waive, discharge, and release any

right to challenge any of the Prepetition Secured Obligations, including the amount, allowance, character and priority of the Debtors' Obligations thereunder and the validity, binding, legal, enforceability, allowance, amount, characterization, extent and priority as to the Prepetition Secured Liens.

(viii) ***Indemnity***. The DIP Agents, the DIP Lenders, and the Prepetition Secured Parties have acted in good faith, and without negligence or violation of public policy or law, in respect of all actions taken by them in connection with or related in any way to negotiating, implementing, documenting, or obtaining the requisite approvals of the DIP Facility and the use of Cash Collateral, including in respect of the granting of the DIP Liens and the Adequate Protection Liens (as defined below), the DIP Superpriority Claims (as defined below), and the Adequate Protection Superpriority Claims (as defined below), and all documents related to any and all transactions contemplated by the foregoing. Accordingly, the Prepetition Secured Parties, the DIP Agents, and the DIP Lenders shall be and hereby are indemnified and held harmless by the Debtors, joint and severally, in respect of any Claim or liability incurred in respect thereof or in any way related thereto, provided that no such party will be indemnified for any loss, cost, expense, or liability to the extent determined in a final, non-appealable judgment of a court of competent jurisdiction to have resulted primarily from any such party's gross negligence or willful misconduct. No exception or defense exists in contract, law, or equity as to any obligation set forth in this paragraph, in the Prepetition ABL Documents, the Prepetition Omega Term Loan Documents, the Omega Master Lease Documents, or in the DIP Loan Documents, to the Debtors' obligation to indemnify and/or hold harmless the Prepetition Secured Parties, the DIP Agents, or the DIP Lenders, as the case may be.

(ix) ***Releases***. Effective as of the date of entry of this Interim Order, as to the Debtors only, subject solely to the rights and limitations set forth in paragraphs 23 herein, each of the Debtors and the Debtors' estates, on its and their own behalf, on behalf of its and their respective past, present and future predecessors, heirs, successors, subsidiaries, and assigns, hereby absolutely, unconditionally and irrevocably releases and forever discharges and acquits OHI DIP Lender, LLC in its capacities as DIP Lender and DIP Administrative Agent, the Prepetition Omega Secured Parties, the Prepetition ABL Secured Parties, and each of their respective Representatives (as defined herein) (collectively, the "Released Parties"), from any and all (a) obligations and liabilities to the Debtors (and their successors and assigns), and (b) claims, counterclaims, demands, defenses, offsets, debts, accounts, contracts, liabilities, actions and causes of action arising prior to the date of this Interim Order of any kind, nature or description, whether matured or unmatured, known or unknown, asserted or unasserted, foreseen or unforeseen, accrued or unaccrued, suspected or unsuspected, liquidated or unliquidated, pending or threatened, arising in law or equity, upon contract or tort or under any state or federal law or otherwise, in each case arising out of or related to (as applicable) the Prepetition Omega Term Loan Documents, the Prepetition ABL Documents, the Omega Master Lease Documents, the DIP Loan Documents, and the obligations owing and financial obligations made thereunder, the negotiation thereof and of the transactions and agreements reflected thereby, and the obligations and financial obligations made thereunder, in each case that the Debtors at any time had, now have or may have, or that their predecessors, successors or assigns at any time had or hereafter can or may have against any of the Released Parties for or by reason of any act, omission, matter, cause or thing whatsoever arising at any time on or prior to the date of this Interim Order. For the avoidance of doubt, nothing

in this release shall relieve the DIP Lenders or the Debtors of the Prepetition Secured Obligations or their obligations under the DIP Loan Documents or from and after the date of this Interim Order.

(x) ***Sale and Credit Bidding***. The Debtors and the Prepetition Obligors admit, stipulate, acknowledge, and agree that any one or more of the DIP Lenders, the DIP Agents, or the Prepetition Secured Parties, shall have the right to credit bid the entirety of (or any portion of) the Prepetition Secured Obligations and/or the DIP Facility Obligations, as applicable, secured by their respective Prepetition Liens.

(xi) ***Cash Collateral***. Any and all of the DIP Loan Parties' cash and other amounts on deposit or maintained in any account or accounts by the Debtors, whether existing as of the Petition Date or thereafter, wherever located, including any amounts generated by the collection of accounts receivable or other disposition of the Prepetition Collateral existing as of the Petition Date, constitutes or will constitute "cash collateral" within the meaning of section 363(a) of the Bankruptcy Code (the "Cash Collateral").

(xii) ***Bank Accounts***. The Debtors acknowledge and agree that as of the Petition Date, none of the Debtors has either opened or maintains any bank accounts other than the accounts listed in the exhibit attached to any order authorizing the Debtors to continue to use the Debtors' existing cash management system.

F. **Findings Regarding Corporate Authority**. Subject to entry of this Interim Order, each DIP Loan Party has all requisite power and authority to execute and deliver the DIP Loan Documents to which it is a party and to perform its obligations thereunder.

G. **Findings Regarding Postpetition Financing and Use of Cash Collateral**.

(i) ***Good Cause***. Good and sufficient cause has been shown for the entry of this Interim Order and for authorization of the Debtors to obtain financing pursuant to the

DIP Facility and the DIP Loan Documents, and to use Cash Collateral as set forth herein and consistent with the Approved DIP Budget (as defined below), subject to Permitted Variances (as defined in the DIP Term Sheet).

(ii) ***Immediate Need for Postpetition Financing and Use of Cash Collateral***. The Debtors' need to use the Prepetition Collateral (including Cash Collateral) and to obtain credit pursuant to the DIP Facility as provided for herein is immediate and critical to avoid serious and irreparable harm to the Debtors, their estates, their creditors, and other parties in interest. The Debtors have an immediate need to obtain the DIP Loans and other financial accommodations and to continue to use the Prepetition Collateral (including Cash Collateral) in order to, among other things: (a) permit the orderly continuation of the operation of their businesses; (b) maintain the health, safety, and well-being of their residents; (c) maintain, amend, renew, or modify insurance policies in the ordinary course of business; (d) maintain business relationships with customers, vendors, and suppliers, including purchasing necessary materials and services to maintain compliance with all applicable regulatory and safety requirements; (e) make payroll; (f) satisfy other working capital, capital improvement, and operational needs; (g) make postpetition payments arising under the Omega Master Lease Agreement; (h) pay professional fees, expenses, and obligations; (i) pay costs, fees, and expenses associated with or payable under the DIP Facility, subject to the terms of this Interim Order and the DIP Loan Documents; and (j) make adequate protection payments as set forth herein. The Debtors' use of Cash Collateral alone would be insufficient to meet the Debtors' cash disbursement needs during the period of effectiveness of this Interim Order. The access by the Debtors to sufficient working capital and liquidity through the use of Cash Collateral and other Prepetition Collateral, incurrence of new indebtedness under the DIP Loan Documents, and other financial accommodations provided under the DIP Loan

Documents are necessary and vital to preserve and maintain the value of the Debtors' assets. The terms of the proposed DIP Facility pursuant to the DIP Loan Documents, and this Interim Order are fair and reasonable, reflect each Debtor's exercise of its prudent business judgment, and are supported by reasonably equivalent value and fair consideration.

(iii) ***No Credit Available on More Favorable Terms***. The Debtors have been unable to obtain financing and other financial accommodations from sources other than the DIP Lenders on terms more favorable than those provided under the DIP Facility and the DIP Loan Documents. The Debtors have been unable to obtain adequate unsecured credit allowable as an administrative expense under section 503(b)(1) of the Bankruptcy Code. The Debtors also have been unable to obtain adequate credit for money borrowed (a) having priority over administrative expenses of the kind specified in sections 503(b), 507(a), and 507(b) of the Bankruptcy Code, or (b) secured only by a lien on property of the Debtors and their estates that is not otherwise subject to a lien. Postpetition financing is not otherwise available without (i) as with respect to the DIP Lenders: (1) granting to each of the DIP Lenders, jointly and severally, the DIP Liens on all DIP Collateral, as set forth herein, (2) the DIP Superpriority Claims, and (3) the other protections set forth in this Interim Order; (ii) as with respect the Prepetition ABL Agent for the benefit of the Prepetition ABL Lenders: (1) the ABL Adequate Protection Liens on all ABL Adequate Protection Collateral (each as defined below), as set forth herein, (2) the ABL Adequate Protection Superpriority Claims (as defined below), (3) the ABL Adequate Protection Payments (as defined below), and (4) the other protections set forth in this Interim Order; and (iii) as with respect to the Prepetition Omega Secured Parties (as defined below): (1) the Omega Term Loan Adequate Protection Liens and the Omega Master Lease Adequate Protection Liens (each as defined below), as set forth herein, (2) the Omega Term Loan Adequate Protection Superpriority Claims and the

Omega Master Lease Adequate Protection Superpriority Claims (each as defined below), and (3) the other protections set forth in this Interim Order. After considering all alternatives, the Debtors have properly concluded, in the exercise of their sound business judgment, that the DIP Facility represents the best financing available to them at this time, and are in the best interests of all of their stakeholders.

(iv) ***Use of Proceeds of the DIP Facility and Cash Collateral***. As a condition to entry into the DIP Facility, the extension of credit and other financial accommodations made under the DIP Facility and the consent to use Cash Collateral (including, without limitation, the proceeds of the DIP Facility), each of the Prepetition ABL Secured Parties and DIP Secured Parties requires, and the Debtors have agreed, that Cash Collateral, the proceeds of the DIP Facility, and all other cash or funds of the Debtors, shall be used solely in accordance with the terms and conditions of this Interim Order and the DIP Loan Documents, and only for the expenditures set forth in and consistent with the Approved DIP Budget (as defined below) (subject to Permitted Variances), and for no other purpose.

(v) ***Adequate Protection***. The Debtors have agreed, pursuant to sections 361, 362, 363, and 364 of the Bankruptcy Code, to provide the Prepetition Secured Parties adequate protection, as and to the extent set forth in this Interim Order, against the risk of any diminution in the value of their respective interests in the Prepetition Collateral which is as a result of, or arises from, or is attributable to, the imposition of the automatic stay, or the use, sale or lease of such Prepetition Collateral, or the grant of a lien under section 364 of the Bankruptcy Code and applicable case law interpreting the same (any such diminution, "Diminution in Value"). Based on the DIP Motion, the DIP Declaration, the First Day Declaration, or other evidence filed in support of the DIP Motion, and the record presented to this Court in connection with the Interim

Hearing, the terms of the adequate protection arrangements and of the use of Prepetition Collateral (including Cash Collateral) are fair and reasonable, reflect the Debtors' prudent exercise of business judgment and constitute reasonably equivalent value and fair consideration for the use of Prepetition Collateral (including Cash Collateral).

(vi) ***Consent***. The Prepetition Secured Parties have consented to the Debtors' use of Prepetition Collateral (including Cash Collateral) and the DIP Loan Parties' entry into the DIP Facility and the DIP Loan Documents, in each case, solely in accordance with and subject to the terms and conditions of this Interim Order and the DIP Loan Documents.

(vii) ***Limitation on Charging Expenses Against Collateral***. Upon entry of a Final Order providing for such relief and as set forth in paragraph 23 herein, no costs or expenses of administration of the Chapter 11 Cases or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the DIP Collateral or any Prepetition Collateral (in each case, including Cash Collateral) as to the Prepetition Secured Parties pursuant to section 506(c) of the Bankruptcy Code or any similar principle of law, without the prior written consent of the DIP Secured Parties with respect to DIP Collateral or the Prepetition Secured Parties with respect to the Prepetition Collateral, and no consent shall be implied from any other action, inaction or acquiescence by the DIP Secured Parties or the Prepetition Secured Parties, respectively, and nothing contained in this Interim Order or the DIP Loan Documents shall be deemed to be a consent by the DIP Secured Parties or the Prepetition Secured Parties to any charge, lien, assessment, or claims against the DIP Collateral or the Prepetition Collateral, respectively, under section 506(c) of the Bankruptcy Code or otherwise.

(viii) ***No Marshaling***. Upon entry of a Final Order providing for such relief, in no event shall the DIP Secured Parties or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Facility Obligations, the Prepetition Collateral, or the Prepetition Secured Obligations. Further, upon entry of a Final Order providing for such relief, in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to the Prepetition Secured Parties or the Prepetition Collateral.

(ix) ***Business Judgment and Good Faith Pursuant to Section 364(e)***. Based on the DIP Motion, the DIP Declaration, the First Day Declaration, and the record presented to this Court at the Interim Hearing, (a) the extension of credit and other financial accommodations made under the DIP Facility; (b) the terms of the DIP Loan Documents; (c) the fees and other amounts paid and to be paid thereunder; (d) the terms of adequate protection granted to the Prepetition Secured Parties; (e) the terms on which the Debtors may continue to use Prepetition Collateral (including Cash Collateral); and (f) the Cash Collateral arrangements described therein and herein, in each case, pursuant to this Interim Order and the DIP Loan Documents, (1) are fair, reasonable, and the best available to the Debtors under the circumstances; (2) reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties; (3) are supported by reasonably equivalent value and fair consideration; and (3) represent the best financing available. The DIP Facility and the use of Prepetition Collateral (including Cash Collateral) were negotiated in good faith and at arm's length among the Debtors, the DIP Secured Parties, and the Prepetition Secured Parties. The use of Prepetition Collateral (including Cash Collateral) and the credit to be extended under the DIP Facility shall be deemed to have been so allowed, advanced, made, used, and/or extended in good faith, and for valid business purposes and uses, within the meaning of

section 364(e) of the Bankruptcy Code, and the DIP Secured Parties are therefore entitled to the protection and benefits of section 364(e) of the Bankruptcy Code and this Interim Order.

(x) ***Good Faith of DIP Secured Parties***. The DIP Facility, the adequate protection granted to the Prepetition Secured Parties, and the use of Prepetition Collateral (including Cash Collateral) hereunder have been negotiated in good faith and at arm's length among the Debtors, the DIP Secured Parties, and their respective advisors, and all of the Debtors' obligations and indebtedness arising under, in respect of, or in connection with, the DIP Facility and the DIP Loan Documents, including, without limitation, all loans and other financial accommodations made to and guarantees issued by the Debtors pursuant to the DIP Loan Documents and any DIP Facility Obligations shall be deemed to have been extended by the DIP Secured Parties and their respective affiliates in good faith, as that term is used in section 364(e) of the Bankruptcy Code, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the claims, security interests and liens, and other rights, benefits, and protections granted to the DIP Secured Parties (and the successors and assigns thereof) pursuant to this Interim Order and the DIP Loan Documents shall each be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Interim Order or any provision hereof is reversed or modified on appeal.

(xi) ***Good Faith of Prepetition Secured Parties***. The Prepetition Secured Parties have acted in good faith regarding the DIP Facility and the Debtors' continued use of Prepetition Collateral (including Cash Collateral) to fund the administration of the Debtors' estates and continued operation of their businesses (including the incurrence and payment of any adequate protection obligations and the granting of adequate protection liens), in accordance with the terms hereof.

(xii) ***Initial DIP Budget***. The Debtors have prepared and delivered to the DIP Secured Parties the initial itemized cash flow forecast set forth on **Exhibit 2** attached hereto (the "Initial DIP Budget"), which is acceptable to the Required Lenders (as defined in the DIP Term Sheet and hereinafter referred to as the "Required DIP Lenders") and the Prepetition ABL Agent, setting forth all line-item and cumulative cash receipts and operating disbursements on a weekly basis for the period beginning as of the week including the Closing Date (as defined in the DIP Term Sheet) through and including the end of the thirteenth calendar week following such week. The DIP Secured Parties are relying upon the Debtors' agreement to comply with the Initial DIP Budget (as may be updated by the Debtors and approved by the Required DIP Lenders and the Prepetition ABL Agent from time to time pursuant to and in accordance with the terms hereof and of the DIP Term Sheet, the "Approved DIP Budget"), in determining to enter into the postpetition financing arrangements provided for in this Interim Order and to allow the Debtors to use DIP Collateral (including Cash Collateral) subject to the terms of this Interim Order, respectively.

(xiii) ***Notice***. Notice of the Interim Hearing and the emergency relief requested in the DIP Motion has been provided by the Debtors, whether by facsimile, email, overnight courier, or hand delivery, to certain parties in interest, including: (a) the U.S. Trustee for Region 21; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the Prepetition ABL Agent; (d) counsel to the Omega Term Loan Agent, (e) counsel to the Omega Landlords; (f) counsel to the Welltower Landlord; (g) the United States Department of Housing and Urban Development, (h) the United States Attorney's Office for the Northern District of Georgia; (i) the Internal Revenue Service; (j) the United States Securities and Exchange Commission; (k) the state attorneys general for states in which the Debtors conduct

business; (*l*) the Attorney General for the State of Georgia; (m) the Georgia Department of Revenue, and (n) any party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the "Notice Parties"). Under the circumstances, such notice of the Interim Hearing and the relief requested in the DIP Motion constitutes due, sufficient, and appropriate notice and complies with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002 and 4001(b) and (c), and Procedure D of the Second Amended and Restated General Order No. 26-2019, Procedures for Complex Chapter 11 Cases, dated February 6.

(xiv) ***Relief Essential; Necessity of Immediate Entry***. The Debtors have requested immediate entry of this Interim Order pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2). Absent entry of this Interim Order, the Debtors' businesses, properties, and estates will be immediately and irreparably harmed. This Court concludes that entry of this Interim Order is in the best interests of the Debtors' estates, and is necessary, essential, and appropriate for the continued operation of the Debtors' businesses and the management and preservation of their assets and properties.

NOW THEREFORE, based upon the foregoing findings and conclusions, the DIP Motion, the DIP Declaration, the First Day Declaration, and the record before this Court, and after due consideration, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. **DIP Motion Approved**. The DIP Motion is granted on an interim basis, and the Interim Financing (as defined below) is authorized and approved, in each case, in accordance with and subject to the terms and conditions of this Interim Order and the DIP Term Sheet. Any objections or other statements to any of the relief set forth in this Interim Order that have not been withdrawn, waived, or settled, and all reservation of rights inconsistent with this Interim Order,

are hereby overruled; *provided* that, the rights of all parties in interest to object to the entry of a Final Order on the DIP Motion are fully reserved.

2. **Authorization of DIP Facility.**

(a) Subject to the terms and conditions of this Interim Order, each of the DIP Loan Parties is hereby authorized to execute, enter into, guarantee (as applicable), and perform all obligations under the DIP Loan Documents, and such additional documents, instruments, certificates and agreements as may be reasonably required or requested by the DIP Secured Parties to implement the terms or effectuate the purposes of this Interim Order and the DIP Loan Documents. To the extent not entered into as of the date hereof, the Debtors and the DIP Secured Parties shall negotiate the DIP Loan Documents in good faith, and in all respects such DIP Loan Documents shall be, subject to the terms of this Interim Order and the Final Order, consistent with the terms of the DIP Loan Documents and otherwise acceptable to the DIP Secured Parties. Upon entry of this Interim Order, the Interim Order, the DIP Term Sheet, and other DIP Loan Documents shall govern and control the DIP Facility.

(b) Upon entry of this Interim Order through the entry of the Final Order, the DIP Borrowers are authorized to incur, and the DIP Guarantors are hereby authorized to unconditionally guarantee, on a joint and several basis, all of the DIP Loan Parties' DIP Facility Obligations on account of such incurrence under the DIP Facility, up to aggregate principal amount of $20,000,000 in new money DIP Loans on an interim basis, together with applicable interest, protective advances, fees, and other charges payable in connection with the DIP Facility; *provided*, that prior to entry of the Final Order, such amount shall be reduced to $11,000,000 until the Final Order is entered (the "Interim Financing"), as applicable, in each case, subject to the terms and conditions set forth in this Interim Order and the DIP Term Sheet.

(c) Without limiting the foregoing, and without the need for further approval of this Court, each DIP Loan Party is authorized to perform all acts to make, execute, and deliver all instruments and documents and to pay all fees or expenses that are authorized by the DIP Loan Documents and this Interim Order.

(d) No DIP Secured Party shall have any obligation or responsibility to monitor any Debtor's use of the DIP Facility, and each DIP Secured Party may rely upon each DIP Loan Party's representations that the amount of the DIP Facility requested at any time and the use thereof are in accordance with the requirements of this Interim Order, the DIP Term Sheet, and Bankruptcy Rule 4001(c)(2).

3. **DIP Facility Obligations**. Upon entry of this Interim Order and execution and delivery of the DIP Term Sheet, the DIP Term Sheet shall constitute valid, binding, enforceable, and non-avoidable obligations of each of the DIP Loan Parties, and shall be fully enforceable against each of the DIP Loan Parties, their estates, and any successors thereto, including, without limitation, any estate representative or trustee appointed in any of the Chapter 11 Cases, or any case under chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, or in any other proceedings superseding or relating to any of the foregoing and/or upon the dismissal of any of the Chapter 11 Cases, and their creditors and other parties in interest, in each case, in accordance with the terms thereof and this Interim Order. Upon execution and delivery of the DIP Loan Documents, the Debtors shall file the same with the Court within three (3) business days of their execution, and the DIP Facility Obligations will include all postpetition loans and any other indebtedness or obligations, contingent or absolute, now existing or hereafter arising, which may from time to time be or become owing by any of the DIP Loan Parties to any of the DIP Agents or DIP Lenders, in each case, under, or secured by, and in accordance with, the DIP

Loan Documents or this Interim Order, including all principal, interest, costs, fees, expenses, and other amounts under the DIP Loan Documents (including this Interim Order). The DIP Loan Parties shall be jointly and severally liable for the DIP Facility Obligations. Subject to paragraph 17 of this Interim Order and after the expiration of the DIP Remedies Notice Period (as defined below), the DIP Facility Obligations shall be due and payable, without notice or demand, and the use of Cash Collateral shall automatically cease during the continuation of a DIP Termination Event (as defined below) or the occurrence and continuance of any event or condition set forth in paragraph 17 of this Interim Order. No obligation, payment, transfer, or grant of security under the DIP Term Sheet or this Interim Order to the DIP Secured Parties shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable law (including, without limitation, under sections 362, 502(d), 544, 548, or 549 of the Bankruptcy Code, any applicable Uniform Voidable Transfer Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or other similar state statute or common law), or subject to any defense, reduction, recoupment, recharacterization, subordination, disallowance, impairment, cross-claim, claim, counterclaim, offset, or any other challenge under the Bankruptcy Code or any applicable law unless in accordance with paragraph 17 of this Interim Order.

4. **No Obligation to Extend Credit**. The DIP Secured Parties shall have no obligation to make any loan or advance under the applicable DIP Term Sheet unless all of the conditions precedent to the making of such extension of credit by the DIP Secured Parties under the DIP Term Sheet and this Interim Order have been satisfied in full or waived in accordance with the terms of the DIP Term Sheet.

5. **DIP Liens**.

(a) As security for the DIP Facility Obligations, effective and perfected upon the date of this Interim Order, and without the necessity of the execution, recordation of filings by the Debtors or any other party of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by the OHI DIP Lender and/or the TIX DIP Lender of or over any DIP Collateral, the following security interests and liens are hereby jointly and severally granted by the Debtors to the OHI DIP Lender and the TIX DIP Lender, subject to (x) the Prepetition ABL Obligations, Prepetition ABL Liens, and ABL Adequate Protection, (y) the Permitted Liens (as defined below) and (z) the Carve Out (all such liens and security interests granted to each of the OHI DIP Lender and the TIX DIP Lender, jointly and severally, pursuant to this Interim Order and the DIP Loan Documents, the "DIP Liens"):

(1) ***First Priority Lien on Unencumbered Property***. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien upon the all property of the DIP Loan Parties, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date that is not subject to (i) valid, perfected and non-avoidable liens, or (ii) perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code, including, but not limited to, all of the DIP Loan Parties' respective rights, title, or interest in and to the following assets to the extent unencumbered: cash and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights and licenses therefor, accounts receivable, receivables and receivables records, general intangibles,

payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, real property leaseholds and proceeds therefrom, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, all of the issued and outstanding capital stock of each DIP Loan Party, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, beneficial interests in any trust, money, investment property, causes of action (including, for the avoidance of doubt, but subject to entry of the Final Order, all proceeds of the DIP Loan Parties' respective claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law (the "Avoidance Actions")), and all cash and non-cash proceeds, rents, products, substitutions, accessions, profits, and supporting obligations of any of the collateral described above, whether existing on the Petition Date or thereafter acquired, and wherever located, and the proceeds, products, rents, and profits of the foregoing whether arising under section 552(b) of the Bankruptcy Code or otherwise (all of the foregoing collectively, the "DIP Priority Collateral"); for the avoidance of doubt, the DIP Priority Collateral excludes assets that qualify as ABL Senior Collateral (as defined herein).

(2) ***Liens Priming the Prepetition Omega Liens***. Pursuant to section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien on all property of the DIP Loan Parties, whether existing on the Petition Date or thereafter acquired, that is encumbered by the Prepetition Omega Term Loan Liens and the Prepetition Omega Master Lease Liens, solely

to the extent that the Prepetition Omega Term Loan Liens and the Prepetition Omega Master Lease Liens are senior to any other security interests in and liens on such property (if any) as of the Petition Date, including, but not limited to, all of the DIP Loan Parties' respective rights, title, or interest in and to the following assets: cash and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, real property leaseholds and proceeds therefrom, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, all of the issued and outstanding capital stock of each DIP Loan Party, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, beneficial interests in any trust, money, investment property, causes of action (including, for the avoidance of doubt, but subject to entry of the Final Order, all proceeds of Avoidance Actions), and all cash and non-cash proceeds, rents, products, substitutions, accessions, profits, and supporting obligations of any of the collateral described above, whether in existence on the Petition Date or thereafter created, acquired, or arising and wherever located (collectively, the "DIP Priming Collateral"); subject and subordinate only to the Prepetition ABL Obligations, Prepetition ABL Liens and the ABL Adequate Protection.

(3) ***Junior Liens***. Pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, non-avoidable, automatically and properly

perfected, security interest in and lien upon all tangible and intangible prepetition and postpetition property of the Debtors that is subject to (i) valid, perfected and non-avoidable senior liens in existence immediately prior to the Petition Date (other than the Primed Liens) or (ii) valid and non-avoidable senior liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date, as permitted by section 546(b) of the Bankruptcy Code (the "Other Encumbered Prepetition Collateral" and, the Other Encumbered Prepetition Collateral, together with the DIP Priority Collateral, the DIP Priming Collateral and the Prepetition Collateral, the "DIP Collateral"), which shall be (x) immediately junior and subordinate to any valid, perfected and non-avoidable liens in existence immediately prior to the Petition Date, and (y) any such valid and non-avoidable liens in existence immediately prior to the Petition Date that are perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code ((x) and (y) together, the "Permitted Liens"). For the avoidance of doubt, the Prepetition ABL Liens and the ABL Adequate Protection Liens shall constitute Permitted Liens and the Prepetition ABL Liens and the ABL Adequate Protection Liens are senior to the DIP Liens, the Omega Term Loan Adequate Protection Liens and the Omega Master Lease Adequate Protection Liens.

(b) For the avoidance of doubt, the term "DIP Collateral" shall include all assets and properties of each of the Debtors of any kind or nature whatsoever, whether tangible or intangible, real, personal or mixed, whether now owned by or owing to, or hereafter acquired by, or arising in favor of, any of the Debtors, whether prior to or after the Petition Date, whether owned or consigned by or to, or leased from or to, the Debtors, and wherever located, including, without limitation, each of the Debtors' rights, title and interests in (i) all Prepetition Collateral, and (ii) all

proceeds, products, offspring, and profits of each of the foregoing and all accessions to, substitutions, and replacements for, each of the foregoing, including any and all proceeds of any insurance, indemnity, warranty, or guaranty payable to any Debtor from time to time with respect to any of the foregoing.

(c) Except as expressly provided in this Interim Order, the DIP Liens (i) shall not be made subject or subordinate to or *pari passu* with (A) any lien, security interest, or claim heretofore or hereinafter granted in any of the Chapter 11 Cases, including any subsequently converted Chapter 11 Case of the Debtor to a case under chapter 7 of the Bankruptcy Code and any lien or security interest granted in favor of any federal, state, municipal, or other governmental unit (including any regulatory body), omission, board, or court for any liability of the Debtors, (B) any lien or security interest that is avoided or preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or otherwise, (C) any intercompany or affiliate claim, lien, or security interest of the Debtors or their affiliates, or (D) any other lien, security interest, or claim arising under section 363 or 364 of the Bankruptcy Code granted on or after the date hereof, and (ii) shall not be subject to sections 506(c) (to the extent a Final Order is entered providing for such relief), 510, 549, 550, or 551 of the Bankruptcy Code.

(d) To the extent a Final Order is entered providing for such relief, any provision of any lease, loan document, easement, use agreement, proffer, covenant, license, contract, organizational document, or other instrument or agreement that requires the consent, or the payment of any fees or obligations to, any governmental entity or non-governmental entity in order for the DIP Loan Parties to pledge, grant, mortgage, sell, assign, or otherwise transfer any fee or leasehold interest in any property or the proceeds thereof, is and shall hereby be deemed to be inconsistent with the provisions of the Bankruptcy Code, and shall have no force or effect with

respect to the DIP Liens or Adequate Protection Liens on such leasehold interests or other applicable DIP Collateral or the proceeds of any assignment and/or sale thereof by any DIP Loan Parties, in favor of the DIP Secured Parties or the Prepetition Secured Parties in accordance with the terms of the DIP Loan Documents and this Interim Order.

6. **DIP Superpriority Claims**. Effective immediately upon entry of this Interim Order, the OHI DIP Lender and the TIX DIP Lender are hereby jointly and severally granted, pursuant to section 364(c)(1) and 503(b) of the Bankruptcy Code, an allowed superpriority administrative expense claim in each of the DIP Loan Parties' Chapter 11 Cases on account of the DIP Facility Obligations, with priority over any and all administrative expenses of the kind that are specified in or ordered pursuant to sections 105, 328, 330, 331, 364(c)(1), 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 1113, 1114, or any other provisions of the Bankruptcy Code and any other claims against the DIP Loan Parties, subject only to (x) the Carve Out, (y) the Prepetition ABL Obligations, and (z) the ABL Adequate Protection (the "DIP Superpriority Claims"). The DIP Superpriority Claims shall, for purposes of section 1129(a)(9)(A) of the Bankruptcy Code, be considered administrative expenses allowed under section 503(b) of the Bankruptcy Code. The DIP Superpriority Claims shall have recourse against each of the DIP Loan Parties, on a joint and several basis. Notwithstanding anything contained herein or in any of the DIP Term Sheet to the contrary, the DIP Superpriority Claims shall, at all times be (x) in respect of any DIP Priming Collateral or proceeds or products thereof, (i) junior in right of payment to Permitted Liens, including the Prepetition ABL Liens and the ABL Adequate Protection Liens, as applicable, and (ii) senior to any and all other administrative expense claims or other claims against the DIP Loan Parties or their estates, in the Chapter 11 Cases; and (y) in respect of any DIP Priority Collateral or proceeds or products thereof, senior to any and all other administrative expense claims or other

claims against the DIP Loan Parties or their estates, in the Chapter 11 Cases.

7. **Use of Proceeds of the DIP Facility and Cash Collateral**. The use of Prepetition Collateral (in each case, including Cash Collateral) is authorized and approved, in each case, in accordance with and subject to the terms and conditions of this Interim Order and the DIP Term Sheet. From and after the date of entry of this Interim Order, so long as no DIP Termination Event has occurred and is continuing the DIP Loan Parties shall be (x) authorized to use Prepetition Collateral (including Cash Collateral), and (y) permitted to draw upon the Interim Financing and the proceeds thereof, subject, in each case, subject to the terms and conditions of this Interim Order and the DIP Term Sheet, and in accordance with the Approved DIP Budget (subject to Permitted Variances), including, without limitation: (i) payment of any amounts due to DIP Secured Parties under the DIP Term Sheet; (ii) payment of any adequate protection payments expressly approved by the Court; (iii) to fund the Carve Out; (iv) to provide working capital and for other general corporate purposes of the DIP Loan Parties; and (v) to pay administration costs of the Chapter 11 Cases and claims or amounts approved by this Court, including in the "first day" or "second day" orders or as required under the Bankruptcy Code. For the avoidance of doubt, none of the DIP Loan Parties will use any DIP Loans, the proceeds of the DIP Facility or DIP Collateral (including Cash Collateral) in a manner or for a purpose other than those consistent with the Approved DIP Budget, the DIP Loan Documents, and this Interim Order unless otherwise ordered by this Court. Except as expressly permitted in this Interim Order, the DIP Term Sheet, or the Approved DIP Budget, nothing in this Interim Order shall otherwise authorize the disposition of any assets of the Debtors or their estates outside the ordinary course of business, or any of the Debtors' use of any DIP Collateral (including Cash Collateral) or other proceeds resulting therefrom. All collections and proceeds, whether from ordinary course collections, asset sales, debt or equity issuances,

insurance recoveries, condemnations, or otherwise, will be deposited and applied as required by this Interim Order and the DIP Loan Documents.

8. **Disposition of DIP Collateral**. The Debtors shall not sell, transfer, lease, encumber, or otherwise dispose of any portion of the DIP Collateral or Prepetition Collateral (in each case, including Cash Collateral) (and, in each case, the Debtors shall not enter into any binding agreement to do so) other than in accordance with the DIP Loan Documents or otherwise in the ordinary course of business without the prior written consent of the Required DIP Lenders and no such consent shall be implied from any other action, inaction, or acquiescence by the DIP Lenders.

9. **Adequate Protection**. The Prepetition Secured Parties are entitled, pursuant to sections 361, 362, 363(e), and 507 of the Bankruptcy Code, to adequate protection of their interests in all Prepetition Collateral (in each case, including Cash Collateral), to the extent of any Diminution in Value of such Prepetition Secured Parties' interests in the Prepetition Collateral (including Cash Collateral) from and after the Petition Date, (such claims the "Adequate Protection Claims"). In consideration of the foregoing, the Prepetition Secured Parties, as applicable, are hereby granted the following adequate protection:

(a) ***Adequate Protection to the Prepetition ABL Secured Parties***. The Prepetition ABL Secured Parties will be granted the following (collectively, the "ABL Adequate Protection").

(1) ***Adequate Protection ABL Liens***. Solely to the extent of any Diminution in Value of any Prepetition ABL Secured Party's interests in ABL Senior Collateral and in each case subject and subordinate to the Carve Out, the Prepetition ABL Secured Parties are granted the following security interests and liens (collectively, the "ABL Adequate Protection Liens") under sections 361, 362, 363 of the Bankruptcy Code: valid, binding,

enforceable, and perfected replacement liens on and security interests in the DIP Collateral and the Prepetition Collateral, including now-owned and hereafter-acquired real and personal property, assets, and rights of any kind or nature, wherever located, including, without limitation, all accounts receivable generated post-petition by Debtors, all other assets of the type and nature that would be deemed Prepetition Collateral but for the filing of these cases, and the proceeds thereof (collectively, the "ABL Adequate Protection Collateral"). The ABL Adequate Protection Liens shall be subordinate only to the Carve Out and any pre-petition Permitted Liens. For the avoidance of doubt, the DIP Liens, the Omega Term Loan Adequate Protection Liens (as defined below), and the Omega Master Lease Adequate Protection Liens (as defined below) shall be subject, subordinate, and junior to the Prepetition ABL Liens and all ABL Adequate Protection Liens on the ABL Adequate Protection Collateral in favor of the Prepetition ABL Secured Parties.

(2) ***ABL Adequate Protection Superpriority Claims***. Solely to the extent of any Diminution in Value of any Prepetition ABL Secured Party's interest in Prepetition Collateral, and in each case, subject and subordinate to the Carve Out, the Prepetition ABL Secured Parties will be granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the applicable Debtors (collectively, the "ABL Adequate Protection Superpriority Claims"). With respect to ABL Senior Collateral, all ABL Adequate Protection Superpriority Claims shall be junior only to the Carve Out, and otherwise have priority over any and all other administrative expenses and other claims against the applicable DIP Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses

of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under the Bankruptcy Code.

(3) ***ABL Adequate Protection Payments***: No later than the fifth Business Day following entry of the Interim Order and on the fifth (5th) Business Day of each month hereafter, Debtors shall pay the Prepetition ABL Agent adequate protection (the "ABL Adequate Protection Payment") in the form of interest, that has accrued at the non-default rate on the Prepetition ABL Obligations as of the Petition Date to be applied by the Prepetition ABL Agent in accordance with the Prepetition ABL Documents.

(4) As further adequate protection, the Debtors will reimburse each Prepetition ABL Secured Party for all reasonable and documented out-of-pocket fees, costs and expenses of such Prepetition ABL Secured Party (limited, in the case of counsel, to all reasonable and documented out-of-pocket fees, costs, disbursements and expenses, including one (1) local counsel and one (1) prepetition credit counsel). All such fees, including reasonable and documented out-of-pocket legal and other professional fees shall be paid by the Debtors promptly upon written demand and without the requirement of Court approval.

(5) On the fifth Business Day of each month, beginning with the month of July, 2024, Debtors shall pay the Prepetition ABL Agent additional adequate protection in the form of cash payments equal to the amount of accounts receivable received by or on behalf of any Debtor during the prior month (or, with respect to the first payment, on or after May 30, 2024 and ending on June 30, 2024) and relating to the operation by the Debtors of certain of their former skilled-nursing facilities prior to the transfer to new operators (each date of transfer, a "Transfer Date") to be applied by the Prepetition ABL Agent in

accordance with the Prepetition ABL Documents. Receivables arising in respect of services provided by the Debtors prior to any Transfer Date are referred to as "Pre-Transfer Date Receivables" and receivables arising in respect of services provided by the new operators on or after a Transfer Date are referred to as "Post-Transfer Date Receivables". No Prepetition ABL Secured Party shall have any responsibility to determine the accuracy of any ABL Additional Adequate Protection Payment or any allocation by Debtors of payments received as Pre-Transfer Date Receivables or Post-Transfer Date Receivables, nor shall any Prepetition ABL Secured Party be liable to any third party, including a new operator, if proceeds of Post-Transfer Date Receivables are paid over to Prepetition ABL Agent other than to remit such Post-Transfer Date Receivables back to the Debtors.

(b) ***Adequate Protection to the Prepetition Omega Term Loan Secured Parties***.

(1) ***Omega Term Loan Adequate Protection Liens***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of any Prepetition Omega Term Loan Secured Party's interests in such Prepetition Omega Term Loan Collateral, from and after the Petition Date, the Prepetition Omega Term Loan Secured Parties are granted the following security interests and liens (collectively, the "Omega Term Loan Adequate Protection Liens") under sections 361, 362, and 363 of the Bankruptcy Code: valid, binding, enforceable, and perfected replacement liens on and security interests in the Prepetition Collateral, including now-owned and hereafter-acquired real and personal property, assets, and rights of any kind or nature, wherever located, which liens and

security interests shall be junior to (a) the Carve Out, (b) the Permitted Liens, including the Prepetition ABL Liens and the ABL Adequate Protection Liens, and (c) the DIP Liens.

(2) ***Omega Term Loan Adequate Protection Superpriority Claims***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of its respective Prepetition Collateral, and in each case, subject and subordinate to the Carve Out, the ABL Adequate Protection Superpriority Claims (solely with respect to ABL Senior Collateral), and the DIP Superpriority Claims, each Omega Secured Party is hereby granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the applicable Debtors (collectively, the "Omega Term Loan Adequate Protection Superpriority Claims"). All Omega Term Loan Adequate Protection Superpriority Claims shall be junior to (a) the Carve Out, (b) the ABL Adequate Protection Superpriority Claims (solely with respect to ABL Senior Collateral), and (c) the DIP Superpriority Claims, and otherwise have priority over any and all other administrative expenses and other claims against the applicable Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under the Bankruptcy Code.

(3) As further adequate protection, the Debtors will reimburse each Prepetition Omega Term Loan Secured Party for all reasonable and documented out-of-pocket fees, costs and expenses of (limited, in the case of counsel, to all reasonable and documented out-of-pocket fees, costs, disbursements and expenses, including one (1) local counsel). All such fees, including reasonable and documented out-of-pocket legal and other professional fees shall be paid by the Debtors promptly upon written demand and without

the requirement of Court approval; *provided, however*, that in the event such fees and expenses exceed the amounts set forth in the Approved DIP Budget, any excess amounts shall be added to the principal balance of the DIP Loans.

(c) ***Adequate Protection to the Omega Landlords***

(1) ***Omega Master Lease Adequate Protection Liens***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of any Omega Landlord's interests in such Omega Landlord Collateral, from and after the Petition Date, the Omega Term Landlords are granted the following security interests and liens (collectively, the "Omega Master Lease Adequate Protection Liens" and, together with the ABL Adequate Protection Lines and the Omega Term Loan Adequate Protection Lines, the "Adequate Protection Lines") under sections 361, 362, and 363 of the Bankruptcy Code: valid, binding, enforceable, and perfected replacement liens on and security interests in the Prepetition Collateral, including now-owned and hereafter-acquired real and personal property, assets, and rights of any kind or nature, wherever located, which liens and security interests shall be junior to (a) the Carve Out, (b) the Permitted Liens, including the Prepetition ABL Liens and the ABL Adequate Protection Liens, and (c) the DIP Liens.

(2) ***Omega Master Lease Adequate Protection Superpriority Claims***. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of its respective Prepetition Collateral, and in each case, subject and subordinate to the Carve Out, the ABL Adequate Protection Superpriority Claims (solely with respect to ABL Senior Collateral), and the DIP Superpriority Claims, each Omega Landlord is hereby granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the applicable Debtors (collectively, the "Omega

Master Lease Adequate Protection Superpriority Claims," and together with the Omega Term Loan Adequate Protection Superpriority Claims and the ABL Adequate Protection Superpriority Claims, the "Adequate Protection Superpriority Claims"). All Omega Master Lease Adequate Protection Superpriority Claims shall be junior to (a) the Carve Out, (b) the ABL Adequate Protection Superpriority Claims (solely with respect to ABL Senior Collateral), and (c) the DIP Superpriority Claims, and otherwise have priority over any and all other administrative expenses and other claims against the applicable Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under the Bankruptcy Code.

(3) As further adequate protection, the Debtors will reimburse each Omega Landlord for all reasonable and documented out-of-pocket fees, costs and expenses of (limited, in the case of counsel, to all reasonable and documented out-of-pocket fees, costs, disbursements and expenses, including one (1) local counsel). All such fees, including reasonable and documented out-of-pocket legal and other professional fees shall be paid by the Debtors promptly upon written demand and without the requirement of Court approval; *provided, however*, that in the event such fees and expenses exceed the amounts set forth in the Approved DIP Budget, any excess amounts shall be added to the principal balance of the DIP Loans.

(d) ***Reservation of Rights***. Under the circumstances and given that the above-described adequate protection is consistent with the Bankruptcy Code, including section 506(b)

thereof, this Court finds that the adequate protection provided herein is reasonable and sufficient to protect the interests of the Prepetition Secured Parties.

10. **Budget and Access to Records**.

(a) All borrowings under the DIP Facility, and the use of Cash Collateral shall at all times comply with the Approved DIP Budget (subject to Permitted Variances) and the DIP Term Sheet. On the first Thursday of each weekly period after the Reporting Date (as defined in the DIP Term Sheet), the Debtors shall deliver updates to the Initial DIP Budget (or the previously supplemented Approved DIP Budget, as the case may be), covering the 13-week period that commences with the beginning of the week immediately following the week in which the supplemental budget is required to be delivered, consistent with the form and level of detail set forth in the Initial DIP Budget (each such supplemental budget, an "Updated DIP Budget") and the Updated DIP Budget will replace the Initial DIP Budget (or the previously supplemented Approved DIP Budget, as the case may be), unless the Required Lenders or Prepetition ABL Agent otherwise object within two (2) Business Days of the receipt thereof to the substance of such Updated DIP Budget on the basis of such Updated DIP Budget not being based on reasonable assumptions, as being inconsistent with the terms, conditions and covenants under the DIP Loan Documents, or being based on information that is incorrect in any material respect, in which case the Updated DIP Budget will be as agreed reasonably and in good faith by the Required Lenders, the Prepetition ABL Agent, and the Debtors; provided that, in the event of an objection to the Updated DIP Budget in accordance with this paragraph, the then-current Approved DIP Budget

shall remain in effect, effective as of the beginning of the week immediately following the week in which it was delivered. Each Approved DIP Budget shall be filed with this Court.

(b) By no later than 5:00 pm ET on the fourth business day of each week, commencing with the fourth full week after the Petition Date (each, a "Reporting Date"), Borrower shall deliver to the DIP Lenders and Prepetition ABL Agent a variance report (each, a "Variance Report") showing comparisons of actual results for each line item against such line item in the Budget. Each Variance Report shall indicate whether there are any adverse variances that exceed the allowed variances, which means, in each case measured on a cumulative basis for the prior four-week period and for the period from the Petition Date, (x) up to 15% in the aggregate for all "Total Operating Disbursements" (as defined in the Approved DIP Budget), excluding, for the avoidance of doubt, "Non-Operating Disbursements" and "Restructuring Disbursements" (each as defined in the Approved DIP Budget) and (y) up to 15% in the aggregate for all "Total Receipts" (as defined in the Approved DIP Budget) (each, a "Permitted Variance").

(c) ***Access to Records***. The Debtors shall provide the advisors to the DIP Secured Parties with all reporting and other information required to be provided to the DIP Agents or DIP Lenders under the DIP Loan Documents. In addition to, and without limiting, whatever rights to access the DIP Secured Parties have under the DIP Loan Documents, upon reasonable notice to Debtors' counsel (email being sufficient), the Debtors shall permit representatives, agents, and employees of the DIP Secured Parties to have reasonable access to (i) inspect the Debtors' assets, and (ii) all information (including historical information and the Debtors' books and records) and personnel, including regularly scheduled meetings as mutually agreed with senior management of the Debtors and other company advisors (during normal business hours), and the DIP Secured Parties shall be provided with access to all information they shall reasonably request, excluding

any information for which confidentiality is owed to third parties, information subject to attorney client or similar privilege, or where such disclosure would not be permitted by any applicable requirements of law.

11. **Modification of Automatic Stay**. Subject to paragraph 18 hereof, the automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby modified as necessary to permit: (a) the DIP Loan Parties to grant the DIP Liens and the DIP Superpriority Claims, and to perform such acts as the DIP Secured Parties may reasonably request, to assure the perfection and priority of the DIP Liens and the DIP Superpriority Claims; (b) the DIP Loan Parties to incur all liabilities and obligations, including all the DIP Facility Obligations, to the DIP Secured Parties as contemplated under this Interim Order and the DIP Loan Documents, and to perform under the DIP Loan Documents any and all other instruments, certificates, agreements, and documents that may be reasonably required, necessary, or prudent for the performance by the applicable DIP Loan Parties under the DIP Loan Documents and any transactions contemplated therein or in this Interim Order in each case in accordance therewith or herewith; (c) the DIP Loan Parties to take all appropriate actions to grant the DIP Liens, and to take all appropriate actions (including such actions as the Prepetition Secured Parties may reasonably request) to ensure that the ABL Adequate Protection Liens, Omega Term Loan Adequate Protection Liens, and Omega Master Lease Adequate Protection Liens granted hereunder are perfected and maintain the priority set forth herein; (d) the DIP Loan Parties to pay all amounts referred to, required under, in accordance with, and subject to the DIP Loan Documents and this Interim Order; (e) the DIP Secured Parties and the applicable Prepetition Secured Parties to retain and apply payments made in accordance with the DIP Loan Documents and this Interim Order; (f) subject to paragraph 18 hereof, the DIP Secured Parties to exercise, upon the occurrence and during the continuance of any DIP

Termination Event (as defined below), all rights and remedies provided for in the DIP Loan Documents and take any or all actions provided therein in accordance therewith; and (g) subject to paragraph 18 hereof, the implementation and exercise of all of the terms, rights, benefits, privileges, remedies, and provisions of this Interim Order and the DIP Loan Documents, in each case, in accordance herewith and therewith, without further notice, motion or application to, or order of this Court.

12. **Perfection of DIP Liens and Adequate Protection Liens**. This Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of all liens granted herein, including, without limitation, the DIP Liens and the Adequate Protection Liens, without the necessity of execution, filing, or recording any financing statement, mortgage, notice, or other instrument or document that may otherwise be required under the law or regulation of any jurisdiction or the taking of any other action (including, for the avoidance of doubt, entering into any deposit account control agreement) to validate or perfect (in accordance with applicable law) such liens, or to entitle the DIP Secured Parties and the Prepetition Secured Parties to the priorities granted herein. Notwithstanding the foregoing, the OHI DIP Lender, the TIX DIP Lender, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords, without any further consent of any party, are authorized to execute, file, or record, as the case may be (and the OHI DIP Lender, the TIX DIP Lender, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords may reasonably request the execution, filing, or recording), as each, in its reasonable discretion deems necessary, such financing statements, notices of lien, and other similar documents to enable the OHI DIP Lender, the TIX DIP Lender, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords to further validate, perfect, preserve, and enforce the applicable DIP Liens or other liens and security

interests granted hereunder, perfect in accordance with applicable law or to otherwise evidence the applicable DIP Liens and/or the applicable Adequate Protection Liens, as applicable, and all such financing statements, notices, and other documents shall be deemed to have been filed or recorded as of the date of entry of the Interim Order; *provided* that, no such filing or recordation shall be necessary or required in order to create, perfect, preserve, or enforce the DIP Liens and/or the Adequate Protection Liens. The Debtors are authorized to execute and deliver promptly upon reasonable request and in accordance with the DIP Term Sheet to the OHI DIP Lender, the TIX DIP Lender, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords all such financing statements, notices, and other security documents as the OHI DIP Lender, the TIX DIP Lender, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords may reasonably request. The OHI DIP Lender, the TIX DIP Lender, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords, each in its discretion, may file a photocopy of this Interim Order as a financing statement with any filing or recording office or with any registry of deeds or similar office, in addition to or in lieu of such financing statements, notices of lien, or similar instruments. To the extent that the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and/or the Omega Landlords is a secured party under any account control agreement, listed as an additional insured, loss payee under any of the Debtors' insurance policies, or is the secured party under any loan document, financing statement, deed of trust, mortgage, or other instrument or document which may otherwise be required under the law of any jurisdiction to validate, attach, perfect, or prioritize liens (any such instrument or document, a "Security Document"), the OHI DIP Lender and the TIX DIP Lender shall also be deemed to be the secured party under each such Security Document, and shall have all the rights and powers attendant to that position (including, without limitation, rights of

enforcement), and shall act in that capacity and distribute any proceeds recovered or received in accordance with the terms of this Interim Order and/or the Final Order, as applicable, and the other DIP Loan Documents.

13. **Proceeds of Subsequent Financing**. Without limiting the provisions of the immediately preceding paragraph, if at any time prior to the indefeasible payment in full in cash of all of the DIP Facility Obligations, Prepetition ABL Obligations, the Prepetition Omega Term Loan Obligations and the Omega Master Lease Obligations, in each case, other than contingent indemnification obligations as to which no claim has been asserted, the termination of the DIP Secured Parties' obligations to extend credit under the DIP Facility and this Interim Order (including subsequent to the confirmation of any plan with respect to any or all of the Debtors and the Debtors' estates), and the satisfaction of the DIP Superpriority Claims and the Adequate Protection Claims, either the DIP Loan Parties, the DIP Loan Parties' estates, any trustee, any examiner with enlarged powers, or any responsible officer subsequently appointed in any of the DIP Loan Parties' Chapter 11 Cases, shall obtain credit or incur debt pursuant to sections 364(b), (c), or (d) of the Bankruptcy Code then, unless otherwise agreed in advance in writing by the requisite DIP Lenders in their sole discretion all of the cash proceeds derived from such credit or debt and all DIP Collateral shall immediately be turned over to the DIP Agents for further distribution to the applicable DIP Secured Parties on account of their applicable DIP Facility Obligations pursuant to the applicable DIP Loan Documents.

14. **Covenants**. The DIP Loan Parties shall comply with the covenants set forth in the DIP Loan Documents in accordance with the terms thereof.

15. **Milestones**. It is a condition to the DIP Facility and the use of Cash Collateral that the Debtors shall comply with those certain case milestones set forth in the DIP Term Sheet

(the "Milestones"). The failure to comply with any Milestone shall constitute an "Event of Default" in accordance with the terms of the DIP Term Sheet.

16. **Maintenance of DIP Collateral**. Until all DIP Facility Obligations are indefeasibly paid in full (other than contingent indemnification obligations as to which no claim has been asserted) and the DIP Secured Parties' obligation to extend credit under the DIP Facility has terminated, the Debtors shall continue to maintain all property, operational, and other insurance as required in the DIP Loan Documents. Upon entry of this Interim Order and to the fullest extent provided by applicable law, the DIP Agents shall be, and shall be deemed to be, without any further action or notice, named as additional insureds and loss payees on each insurance policy maintained by the DIP Loan Parties that in any way relates to the DIP Collateral, and the DIP Agents shall distribute any proceeds recovered or received in respect of any such insurance policies, to the payment in full of the DIP Facility Obligations (other than contingent indemnification obligations as to which no claim has been asserted.

17. **Termination Events**. The (i) occurrence and continuance of any "Event of Default" under and as defined in the DIP Term Sheet; (ii) consent of the Debtors to the standing of any party, including an Official Committee to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, any Challenge (as defined below); or (iii) commencement of a Challenge Proceeding (as defined below) by any party, including the Debtors or an Official Committee, shall each constitute a "DIP Termination Event" under this Interim Order (each a "DIP Termination Event," and the date upon which such DIP Termination Event occurs, the "DIP Termination Date"), unless waived in writing by the DIP Lenders in their sole discretion.

18. **Exercise of Remedies**.

(a) Remedies of the DIP Agents. Immediately upon the occurrence and during the continuation of a DIP Termination Event, any stay, whether arising under section 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Interim Order, including clause (c) of this paragraph, is hereby modified, without further notice to, hearing of, or order from this Court, to the extent necessary to permit the DIP Agents to, upon the delivery of written notice (which may include electronic mail) to the DIP Remedies Notice Parties (as defined below): (i) declare all DIP Facility Obligations owing under the DIP Facility to be immediately due and payable; (ii) terminate, reduce, or restrict any commitment to extend credit to the DIP Loan Parties under the DIP Facility (to the extent any such commitment remains); (iii) terminate the DIP Facility and the DIP Loan Documents as to any future liability or obligation thereunder, but without affecting the DIP Liens or the DIP Facility Obligations; (iv) charge interest at the default rate under the DIP Facility; (v) terminate and/or revoke the Debtors' right, if any, under this Interim Order and the DIP Loan Documents to use any Cash Collateral of the DIP Secured Parties; (vi) freeze monies or balances in the DIP Proceeds Account; (vii) otherwise enforce any and all rights against the DIP Collateral in the possession of the DIP Lenders; and (viii) take any other actions or exercise any other rights or remedies permitted under this Interim Order, the DIP Loan Documents, or applicable law; *provided* that prior to the exercise of any right in clauses (v) through (viii) of this paragraph 18, the DIP Lenders shall be required to provide five (5) Business Days' written notice (by electronic mail or other electronic means) to counsel to the Debtors, counsel to the Prepetition ABL Agent, counsel to the Official Committee, if any, and the U.S. Trustee (the "DIP Remedies Notice Parties") of the DIP Lenders' intent to exercise their rights and remedies (the "DIP Remedies Notice Period") other than funds contained in any DIP Proceeds Account; *provided*,

further, that the DIP Lenders shall not be obligated to make any loans or advances under the DIP Facility during any DIP Remedies Notice Period; *provided further* that, for the avoidance of doubt, the Debtors may continue to use any Cash Collateral prior to the expiration of the DIP Remedies Notice Period so long as such Cash Collateral is used in accordance with the Approved DIP Budget (subject to Permitted Variances).

(b) Remedies of the Prepetition ABL Agent. Immediately upon the occurrence and during the continuation of a DIP Termination Event (or any event that would have been a DIP Termination Event but for any extension, waiver, modification, or similar change to the DIP Credit Documents by the DIP Agents or DIP Lenders), any stay, whether arising under section 362 of the Bankruptcy Code or otherwise, but subject to the terms of this Interim Order, including clause (c) of this paragraph 18, is hereby modified, without further notice to, hearing of, or order from this Court, to the extent necessary to permit the Prepetition ABL Agent to, upon the delivery of written notice (which may include electronic mail) to the ABL Remedies Notice Parties (as defined below): (i) terminate and/or revoke the Debtors' right, if any, under this Interim Order to use any Cash Collateral of the DIP Secured Parties; (ii) otherwise enforce any and all rights against the DIP Collateral; and (iii) take any other actions or exercise any other rights or remedies permitted under this Interim Order or applicable law; provided that prior to the exercise of any right in clauses (i) through (iii) of this paragraph 18, the Prepetition ABL Agent shall be required to provide five (5) Business Days' written notice (by electronic mail or other electronic means) to counsel to the Debtors, counsel to the DIP Lenders, counsel to the Official Committee, if any, and the U.S. Trustee (the "ABL Remedies Notice Parties") of the Prepetition ABL Agent's intent to exercise its rights and remedies (the "ABL Remedies Notice Period," together with DIP Remedies Notice Period, as applicable, a "Remedies Notice Period"); provided, further, that, for the avoidance of

doubt, the Debtors may continue to use any Cash Collateral prior to the expiration of the ABL Remedies Notice Period so long as such Cash Collateral is used in accordance with the Approved DIP Budget (subject to Permitted Variances); provided, further, that nothing in this paragraph 18(b) shall prevent the Debtors from seeking the Court's authorization to use Cash Collateral over the objection of the Prepetition ABL Agent in accordance with a new Approved DIP Budget but otherwise on the same terms and conditions contained in this Interim Order.

(c) During the applicable DIP Remedies Notice Period, the Debtors, the Official Committee or any other party in interest may seek an emergency hearing before this Court. Unless during such DIP Remedies Notice Period this Court enters an order to the contrary, the DIP Agents shall be deemed to have received relief from the automatic stay to exercise all rights and remedies available against the DIP Collateral (subject to the rights of the applicable Prepetition Secured Parties), permitted by applicable law or equity, without further notice to, hearing of, or order from this Court, and without restriction or restraint by any stay under sections 105 or 362 of the Bankruptcy Code or otherwise (in each case, subject to paragraph 18(c) hereof). To the extent a Final Order is entered providing for such relief and in furtherance of the foregoing, upon the occurrence and during the continuation of a DIP Termination Event, and the expiration of the applicable DIP Remedies Notice Period without entry of a Court order to the contrary, the DIP Agents and any liquidator or other professional acting at the DIP Agents' shall (A) have the right to use, license or sub-license (without payment of royalty or other compensation) any or all intellectual property of the Debtors, computer hardware and software, trade secrets, brochures, customer lists, promotional and advertising materials, labels, packaging materials and other property, in advertising for sale, marketing, selling, collecting, completing manufacture of, or otherwise exercising any rights or remedies with respect to, any DIP Collateral or Prepetition

Collateral, as applicable, and (B) have the right to access, and a rent free right to use, any and all owned or leased locations (including, without limitation, manufacturing facilities, warehouse locations, distribution centers and offices) for the purpose of arranging for and effecting the sale or disposition of DIP Collateral or Prepetition Collateral, as applicable, including the production, completion, packaging and other preparation of such DIP Collateral or Prepetition Collateral, as applicable, for sale or disposition (it being understood and agreed that the DIP Agents and their representatives (and persons employed on their behalf) and their representatives (and persons employed on their behalf), as applicable, may continue to operate, service, maintain, process and sell the DIP Collateral (subject to the rights of the Prepetition Secured Parties in the Prepetition Collateral) or Prepetition Collateral, as applicable, as well as to engage in bulk sales of such DIP Collateral or Prepetition Collateral, as applicable.

(d) The Debtors (i) shall reasonably cooperate with the DIP Agents, as applicable, in its exercise of rights and remedies, whether against DIP Collateral (subject to the rights of the Prepetition Secured Parties in the Prepetition Collateral) or Prepetition Collateral, as applicable, or otherwise; (ii) waive any right to seek relief under section 105 of the Bankruptcy Code; and (iii) unless this Court orders otherwise, may not contest or challenge the exercise of any such rights or remedies other than to dispute whether a DIP Termination Event has in fact occurred.

19. **Indemnification**. The DIP Loan Parties shall jointly and severally indemnify and hold harmless each DIP Secured Party and each of their respective directors, officers, employees, agents, attorneys, accountants, advisors, controlling persons, equity holders, partners, members, and other representatives and each of their respective successors and permitted assigns (each, an "Indemnified Party") against, and to hold each Indemnified Party harmless from, any and all losses, claims, damages, liabilities, and reasonable, documented and invoiced out-of- pocket

fees and expenses (including, without limitation, fees and disbursements of counsel but limited, in the case of counsel, to the extent set forth in the DIP Term Sheet) that may be incurred by or asserted or awarded against any Indemnified Party, in each case, arising out of, or in any way in connection with, or as a result of: (i) the execution or delivery of the DIP Term Sheet, the DIP Credit Agreement, the DIP Note, any other DIP Loan Document, the performance by the parties thereto of their respective obligations thereunder and the other transactions contemplated thereby; (ii) the use of the proceeds of the DIP Loans; (iii) the enforcement or protection of its rights in connection with the DIP Term Sheet, the DIP Credit Agreement, the DIP Note, and any other DIP Loan Document; (iv) the negotiation of and consent to this Interim Order; or (v) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnified Party is a party thereto and regardless of whether such matter is initiated by a third party or the Debtors or any of their subsidiaries or affiliates or creditors; *provided* that, the foregoing indemnity shall not apply to any claims arising (i) prior to the Petition Date or (ii) out of, or in any way in connection with, or as a result of provisions of the Prepetition Secured Documents (for the avoidance of doubt, nothing in this Interim Order alters, amends, expands or minimizes any indemnification under the Prepetition Secured Documents, subject to applicable law); *provided further* that, no Indemnitee will be indemnified for any loss, claim, damage, liability, cost, or other expense to the extent such loss, claim, damage, liability, cost, or expense that (i) is determined by a final, non-appealable judgment of a court of competent jurisdiction to have resulted from (A) the gross negligence, bad faith, or willful misconduct of such Indemnitee or (B) a material breach of the obligations of such Indemnitee under the DIP Loan Documents; or (ii) relates to

any proceeding between or among Indemnitees other than claims arising out of any act or omission on the part of the DIP Loan Parties in accordance with this paragraph 19.

20. **Proofs of Claim**. The DIP Agents, the DIP Secured Parties, and the Prepetition Secured Parties shall not be required to file proofs of claim in any of the Chapter 11 Cases or any of the Successors Cases for any claim allowed herein or therein in respect of the Prepetition Secured Obligations. Any order entered by this Court establishing a bar date in any of the Chapter 11 Cases shall not apply to the DIP Secured Parties or the Prepetition Secured Parties; *provided* that, notwithstanding any order entered by this Court establishing a bar date in any of the Chapter 11 Cases to the contrary, the DIP Agents, on behalf of the DIP Secured Parties, and the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and/or the Omega Landlords, on behalf of the Prepetition Secured ABL Parties, the Prepetition Omega Term Loan Secured Parties, and/or the Omega Landlords, as applicable, may (but are not required) in their discretion file (and amend and/or supplement) in the Debtors' lead chapter 11 case *In re LaVie Care Centers, LLC, et al.*, Case No. 24-55507 (PMB), a single, master proof of claim , on behalf of the Prepetition Secured ABL Parties, the Prepetition Omega Term Loan Secured Parties, and/or the Omega Landlords, as applicable, for any claim allowed herein or their claims arising under the applicable Prepetition Secured Documents, and any such proof of claim may (but is not required to) be filed as one consolidated proof of claim against all of the Debtors (each, a "Master Proof of Claim"), rather than as separate proofs of claim against each Debtor. Any proof of claim filed by the DIP Secured Parties or any of the Prepetition Secured Parties shall be deemed to be in addition to (and not in lieu of) any other proof of claim that may be filed by any such persons. The provisions set forth in this paragraph are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party-in-interest or

their respective successors-in-interest. The Master Proofs of Claim shall not be required to attach any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the Prepetition Secured Parties, which instruments, agreements or other documents will be provided upon written request to counsel to each Prepetition Secured Party.

21. **Carve Out.**

(a) Subject to the terms, conditions and limitations contained in this paragraph 21, but only to the extent and subject to the express exclusions set forth herein, the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens and the Adequate Protection Superpriority Claims, and any other liens or claims granted under this Interim Order, are all subordinate (except as otherwise provided herein) to the following (collectively, the "Carve Out"):

(1) allowed administrative expenses pursuant to 28 U.S.C. § 1930(a)(6) for statutory fees payable to the U.S. Trustee, together with the statutory rate of interest, and 28 U S.C. § 156(c) for fees required to be paid to the Clerk of this Court (collectively, the "Statutory Fees"), which shall not be subject to any budget;

(2) all reasonable fees and expenses up to $50,000 incurred by a trustee under section 726(b) of the Bankruptcy Code;

(3) to the extent allowed at any time, whether by interim order, procedural order, or otherwise, all accrued and unpaid fees (other than any "success," "restructuring," "transaction" or similar fees), disbursements, costs, and expenses ("Allowed Professional Fees") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "Debtor Professionals"), the Official Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "Committee Professionals"), or, if a patient care ombudsman (the "PCO") is appointed by order of this Court, by the PCO pursuant to section 327, 328, or 333 of the Bankruptcy Code (together with the PCO, the "PCO Professionals" and, together with the Debtor Professionals and the Committee Professionals, the "Professional Persons"), at any time on or before the first (1st) Business Day following delivery of the Carve- Out Trigger Notice by the DIP Lenders (as defined below) whether allowed by the Court prior to or after delivery of a Carve Out Trigger Notice; and

(4) Allowed Professional Fees of Professional Persons in an aggregate amount not to exceed $500,000 incurred after the first (1st) Business Day following delivery DIP Lenders of a Carve Out Trigger Notice, to the extent consistent with the Budget and allowed at any time, whether by Interim Order, procedural order, final order, or otherwise (the amounts set forth in this clause (iv), the "Post-Carve Out Trigger Notice Cap").

(b) For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Lenders the Debtors and their counsel, with a copy to the DIP Agents and their counsel, the U.S. Trustee, and counsel to the Official Committee, if any, which notice may be delivered following the occurrence and during the continuation of a DIP Termination Event stating that the Carve Out Trigger Notice Cap has been invoked. Nothing herein, including the inclusion of line items in the Approved DIP Budget for Professional Persons, shall be construed as consent to the allowance of any particular professional fees or expense of the Debtors, of the Official Committee, or of any other person or shall affect the right of the DIP Agents, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and/or the Omega Landlords, the U.S. Trustee, or any other party in interest to object to the allowance and payment of such fees and expenses. The Prepetition Secured Parties shall not be responsible for the direct payment or reimbursement of any fees or disbursements of any Professional Persons incurred in connection with the Chapter 11 Cases. Nothing in this Interim Order or otherwise shall be construed to obligate the Prepetition Secured Parties in any way to pay compensation to or to reimburse expenses of any Professional Persons, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

22. **Limitations on the DIP Facility, the DIP Collateral, the Prepetition Collateral, the Cash Collateral, the Carve Out, and Other Funds**. Notwithstanding anything contained in the DIP Loan Documents, this Interim Order, or any other order of this Court to the contrary, no DIP Collateral, Prepetition Collateral, DIP Loans, Cash Collateral, proceeds of any of the

foregoing, any portion of the Carve Out, or any other cash or funds may be used, directly or indirectly, by any of the Debtors, any Official Committee (if appointed), or any trustee or other estate representative appointed in the Chapter 11 Cases or any other person or entity (or to pay any professional fees, disbursements, costs or expenses incurred in connection therewith): (a) to object to, contest, prevent, hinder, delay, or interfere with, in any way, the DIP Secured Parties' or the Prepetition Secured Parties' enforcement or realization upon any of the DIP Collateral, Prepetition Collateral, or Cash Collateral, so long as a DIP Termination Event has occurred and is continuing; or (b) to investigate (including by way of examinations or discovery proceedings, whether formal or informal), prepare, assert, join, commence, support, or prosecute any action for any claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination, or similar relief against, or adverse to the interests of, in any capacity, against any of the Prepetition Secured Parties and DIP Lenders, and each of their respective successors, assigns, affiliates, parents, subsidiaries, partners, controlling persons, representatives, agents, attorneys, advisors, financial advisors, consultants, professionals, officers, directors, members, managers, shareholders, and employees, past, present and future, and their respective heirs, predecessors, successors and assigns (in each case, in their respective capacities as such) (collectively, the "Subject Parties") with respect to any transaction, occurrence, omission, action, or other matter arising under, in connection with, or related to this Interim Order, the DIP Facility, the DIP Loan Documents, the DIP Facility Obligations, the Prepetition Liens, the Prepetition Secured Obligations, or the Prepetition Secured Documents or the transactions contemplated therein or thereby, including, without limitation, (A) any Avoidance Actions, (B) any so-called "lender liability" claims and causes of action, (C) any claim or cause of action with respect to the validity, enforceability, priority and extent of, or asserting any defense, counterclaim,

or offset to, the DIP Facility Obligations, the DIP Superpriority Claims, the DIP Liens, the DIP Loan Documents, the Adequate Protection Liens, the Adequate Protection Claims, the Prepetition ABL Obligations, the Prepetition ABL Documents, the Prepetition ABL Liens, the Prepetition Omega Term Loan Documents, Prepetition Omega Term Loan Liens, the Omega Master Lease Agreement, the Omega Master Lease Documents the Omega Master Lease Liens, (D) any claim or cause of action seeking to challenge, invalidate, modify, set aside, avoid, marshal, subordinate, or recharacterize in whole or in part, the DIP Facility Obligations, the DIP Liens, the DIP Superpriority Claims, the DIP Collateral, the Prepetition ABL Obligations, the Prepetition Collateral, the Adequate Protection Liens, and the Adequate Protection Claims, or (E) any action seeking to modify any of the rights, remedies, priorities, privileges, protections, and benefits granted to any of the DIP Secured Parties hereunder or under any of the DIP Loan Documents or the Prepetition Secured Parties hereunder or under any of the Prepetition Secured Documents, as applicable (in each case, including, without limitation, claims, proceedings, or actions that might prevent, hinder, or delay any of the DIP Secured Parties, or the Prepetition Secured Parties' assertions, enforcements, realizations, or remedies on or against the DIP Collateral or Prepetition Collateral in accordance with the applicable DIP Loan Documents or Prepetition Secured Documents and this Interim Order and/or the Final Order (as applicable)); *provided*, that (i) no more than $50,000 in the aggregate of the DIP Collateral, the Carve Out or Cash Collateral, proceeds from the borrowings under the DIP Facility or any other amounts, may be used for allowed fees and expenses incurred solely by any Official Committee (if appointed) in investigating, but not objecting to, challenging, litigating, opposing, prosecuting, or seeking to subordinate or recharacterize the validity, enforceability, perfection, and priority of the Prepetition Liens, the Prepetition Secured Documents, the Adequate Protection Liens, or the Adequate

Protection Claims prior to the Challenge Deadline (as defined below) and (ii) no DIP Collateral (including Cash Collateral) or any proceeds thereof shall be used to investigate, object to, challenge, litigate, oppose, or prosecute any cause of action against the DIP Secured Parties (in their capacity as such), including seeking to subordinate or recharacterize the validity, enforceability, perfection, and priority of the DIP Liens, the DIP Superpriority Claims, the DIP Loans, or the DIP Loan Documents. Except to the extent expressly permitted by the terms of the DIP Loan Documents and this Interim Order or any further order of this Court, none of the Debtors, any Official Committee (if appointed), or any trustee or other estate representative appointed in the Chapter 11 Cases or any other person or entity may use or seek to use Cash Collateral or, to sell, or otherwise dispose of DIP Collateral or Prepetition Collateral, in each case, without the consent of the Required DIP Lenders.

23. **Reservation of Certain Third-Party Rights and Bar of Challenges and Claims.**

(a) Subject to the challenge rights described in this paragraph 23, each of the stipulations, admissions, and agreements contained in this Interim Order, including, without limitation, in clauses (i) through (ix) of paragraph E of this Interim Order (collectively, the "Stipulations"), shall be binding upon the DIP Loan Parties and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the DIP Loan Parties in the Chapter 11 Cases) in all circumstances and for all purposes. The Stipulations shall be binding upon all parties in interest (including without limitation, (x) the DIP Loan Parties and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the DIP Loan Parties in the Chapter 11 Cases), and (y) any Official Committee, if appointed) and any other person or entity acting or seeking to act on behalf of the DIP Loan Parties' estates, in all circumstances and for all purposes, unless an Official Committee,

if any, or a party in interest (in each case, to the extent requisite standing is obtained pursuant to an order of this Court entered prior to the Challenge Deadline (as defined below)) with respect to the Stipulations and a challenge has been filed with this Court (each, a "Challenge Proceeding") by the Challenge Deadline, objecting to or challenging the amount, validity, perfection, enforceability, priority, or extent of any of the Prepetition Secured Obligations, the Prepetition Liens, or the Prepetition Secured Documents, or otherwise asserting or prosecuting any Avoidance Action or any other claim, counterclaim, cause of action, objection, contest, defense or other challenge (a "Challenge") against any of the Subject Parties arising under, in connection with or related to the Debtors, the Prepetition Secured Obligations, the Prepetition Liens, the Prepetition Secured Documents, or the DIP Loan Documents, and there is entered a final non- appealable order in favor of the objector, movant or plaintiff in any such timely filed Challenge Proceeding; *provided* that (i) as to the Debtors (but not their estates), any and all such challenges are hereby irrevocably waived and relinquished as of the Petition Date, (ii) any pleadings filed in any Challenge Proceeding shall set forth with the requisite specificity the basis for such Challenge (and any Challenges not so specified prior to the Challenge Deadline shall be deemed forever, waived, released and barred), and (iii) such Challenge Proceeding may be pursued by the Official Committee or any other party in interest that timely commenced a Challenge Proceeding pursuant to the terms of this Interim Order.

(b) If no such Challenge Proceeding is timely filed with this Court prior to the Challenge Deadline, then, without further notice to any person or entity or order of this Court, (i) the Stipulations shall be binding on all parties in interest (including, without limitation, any Official Committee, if appointed, the DIP Loan Parties and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the DIP Loan

Parties in the Chapter 11 Cases) and the Debtors; (ii) the Prepetition Secured Obligations shall constitute allowed claims and shall not be subject to any defense, claim, counterclaim, recharacterization, subordination, disgorgement, offset, avoidance, for all purposes in these Chapter 11 Cases; (iii) the Prepetition Secured Documents shall be deemed to have been valid, as of the Petition Date, and enforceable against each of the DIP Loan Parties in the Chapter 11 Cases, and the Prepetition Obligors; (iv) the Prepetition Liens shall be deemed to have been, as of the Petition Date, legal, valid, binding, perfected, security interests and liens, not subject to recharacterization, subordination, avoidance, or other defense; and (v) the Prepetition Secured Obligations, the Prepetition Liens, and the Prepetition Secured Documents shall not be subject to any other or further claim or Challenge by any Official Committee (if appointed), any other committees appointed or formed in these Chapter 11 Cases or any other party in interest, whether acting or seeking to act on behalf of the Debtors' estates or otherwise.

(c) If any such Challenge Proceeding is timely filed prior to the Challenge Deadline, the Stipulations shall nonetheless remain binding and preclusive (as provided in paragraph 23(b) hereof) on any Official Committee (if appointed) and on any other person or entity, the DIP Loan Parties and any successor thereto (including, without limitation, any chapter 7 or chapter 11 trustee appointed or elected for any of the DIP Loan Parties in the Chapter 11 Cases), and the Debtors, except to the extent that such Stipulations were expressly and successfully challenged in such Challenge Proceeding as set forth in a final, non-appealable order of a court of competent jurisdiction.

(d) The "Challenge Deadline" shall mean the date that is (A) the later of (i) 75 calendar days after entry of this Interim Order if no Official Committee has been formed by such date, or (ii) if an Official Committee is appointed within 75 calendar days after entry of this

Interim Order, 60 days after formation of such Official Committee, (B) with respect to any Subject Party, such later date that such Subject Party has agreed to in writing, prior to the expiration of the deadline to commence a Challenge, or (C) any such later date as has been ordered by this Court for cause upon a motion filed and served prior to the expiration of the deadline to commence a Challenge; *provided*, that the filing of a motion pursuant to subsection (C), *supra*, shall toll the Challenge Period only as to the party that timely filed such standing motion until such motion is resolved or adjudicated by this Court; *provided further*, if a chapter 7 trustee or a chapter 11 trustee is appointed or elected during the Challenge Period, then the Challenge Period Termination Date with respect to such trustee only, shall be the later of (i) the last day of the Challenge Period and (ii) the date that is thirty (30) calendar days after the date on which such trustee is appointed or elected. Nothing in this Interim Order vests or confers on any Person (as defined in the Bankruptcy Code), including any Official Committee or any other committees appointed or formed in these Chapter 11 Cases, standing or authority to pursue any claim or cause of action belonging to the Debtors or their estates, including, without limitation, Challenges with respect to the Prepetition Secured Documents, the Prepetition Secured Obligations or the Prepetition Liens, and all rights to object to such standing are expressly reserved.

24. **Limitations on Charging Expenses**. To the extent a Final Order is entered providing for such relief, and except to the extent of the Carve Out and paragraph 22, and except as otherwise provided under an Approved DIP Budget, no costs or expenses of administration of the Chapter 11 Cases at any time, including, without limitation, any costs and expenses incurred in connection with the preservation, protection, or enhancement of realization by the DIP Secured Parties or the Prepetition Secured Parties (as the case may be) upon the DIP Collateral or Prepetition Collateral (as the case may be), shall be charged against or recovered from (a) the DIP

Secured Parties or the DIP Collateral (including in respect of the Adequate Protection Liens), or any of the DIP Facility Obligations, or (b) the Prepetition Secured Parties or the Prepetition Collateral, in each case, pursuant to sections 105 or 506(c) of the Bankruptcy Code or any other legal or equitable doctrine (including unjust enrichment) or any similar principle of law, without the prior express written consent of the Required DIP Lenders, the Prepetition ABL Agent, the Prepetition Omega Term Loan Agent and the Omega Landlords, as applicable, each in their sole discretion, and no such consent shall be implied, directly or indirectly, from any other action, inaction, or acquiescence by any such agents or creditors (including, without limitation, consent to the Carve Out or the approval of any budget hereunder).

25. **No Marshaling**. To the extent a Final Order is entered providing for such relief, in no event shall the DIP Secured Parties or the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any similar doctrine with respect to the DIP Collateral, the DIP Facility Obligations, the Prepetition Collateral, or the Prepetition Secured Obligations as applicable, and all proceeds shall be received and applied in accordance with this Interim Order, the DIP Term Sheet and the Prepetition Secured Documents, as applicable.

26. **Equities of the Case**. Further, to the extent a Final Order is entered providing for such relief, in no event shall the "equities of the case" exception in section 552(b) of the Bankruptcy Code apply to any of the Prepetition Secured Parties or Prepetition Collateral.

27. **Joint and Several Liability**. Nothing in this Interim Order shall be construed to constitute or authorize a substantive consolidation of any of the Debtors' estates, it being understood, however, that the DIP Loan Parties shall be jointly and severally liable for the obligations hereunder and in accordance with the terms of this Interim Order.

28. **Right to Credit Bid**.

(a) The DIP Agents or their designee (at the written direction of the Required DIP Lenders), on behalf of the DIP Secured Parties, unless this Court for cause orders otherwise, shall have the right to credit bid on the DIP Collateral, in accordance with the DIP Loan Documents, up to the full amount of the DIP Facility Obligations, subject to the Prepetition Secured Parties' respective interests in the DIP Collateral, in connection with any sale or other disposition of all or any portion of the DIP Collateral, as provided for in section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same, including, without limitation, any sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any plan subject to confirmation under section 1129(b)(2)(A) of the Bankruptcy Code, and shall automatically be deemed a "qualified bidder" with respect to any disposition of DIP Collateral under or pursuant to (a) section 363 of the Bankruptcy Code, (b) a plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (c) a sale or disposition by a chapter 7 trustee for any of the Debtors under section 725 of the Bankruptcy Code.

(b) The Prepetition ABL Agent or its designee (at the written direction of the Prepetition ABL Lenders), on behalf of the Prepetition ABL Secured Parties, unless this Court for cause orders otherwise, shall have the right to credit bid on the ABL Senior Collateral, in accordance with the Prepetition ABL Documents, up to the full amount of the Prepetition ABL Obligations, in connection with any sale or other disposition of all or any portion of the DIP Collateral, as provided for in section 363(k) of the Bankruptcy Code, without the need for further Court order authorizing the same, including, without limitation, any sales occurring pursuant to section 363 of the Bankruptcy Code or included as part of any plan subject to confirmation under section 1129(b)(2)(A) of the Bankruptcy Code, and shall automatically be deemed a "qualified bidder" with respect to any disposition of ABL Senior Collateral under or pursuant to (a) section

363 of the Bankruptcy Code, (b) a plan of reorganization or plan of liquidation under section 1129 of the Bankruptcy Code, or (c) a sale or disposition by a chapter 7 trustee for any of the Debtors under section 725 of the Bankruptcy Code.

29. **Rights Preserved**. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly: (a) the rights of the DIP Secured Parties or the Prepetition Secured Parties to seek any other or supplemental relief in respect of the Debtors; (b) the rights of the DIP Secured Parties or the Prepetition Secured Parties under the DIP Loan Documents or the Prepetition Secured Documents, the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, the right to (i) request modification of the automatic stay of section 362 of the Bankruptcy Code, (ii) request dismissal of any of the Chapter 11 Cases, conversion of any or all of the Chapter 11 Cases to a case under chapter 7, or appointment of a chapter 11 trustee or examiner with expanded powers, or (iii) propose, subject to the provisions of section 1121 of the Bankruptcy Code, a Chapter 11 plan or plans; or (c) any other rights, claims, or privileges (whether legal, equitable or otherwise) of the DIP Secured Parties or the Prepetition Secured Parties. Notwithstanding anything herein to the contrary, the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, the Debtors', the DIP Loan Parties', or any party in interest's right to oppose any of the relief requested in accordance with the immediately preceding sentence, except as expressly set forth in this Interim Order.

30. **No Waiver by Failure to Seek Relief**. The failure or delay on the part of any of the DIP Secured Parties or the Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies under this Interim Order, the DIP Loan Documents or the Prepetition Secured Documents, or applicable law, as the case may be, shall not constitute a waiver of any

of their respective rights hereunder, thereunder or otherwise. No delay on the part of any party in the exercise of any right or remedy under this Interim Order shall preclude any other or further exercise of any such right or remedy or the exercise of any other right or remedy. None of the rights or remedies of any party under this Interim Order shall be deemed to have been amended, modified, suspended, or waived unless such amendment, modification, suspension, or waiver is express, in writing and signed by the party against whom such amendment, modification, suspension, or waiver is sought. No consents required hereunder by any of the DIP Secured Parties or the Prepetition Secured Parties shall be implied by any inaction or acquiescence by any of the DIP Secured Parties or the Prepetition Secured Parties.

31. **No Deemed Control**. In determining to make, and in providing, any DIP Loans under the DIP Note, or in exercising any rights or remedies as and when permitted pursuant to this Interim Order, any Final Order or the DIP Loan Documents, no DIP Secured Party and no Prepetition Secured Party shall be deemed to be in control of any Debtor or its operations or to be acting as a "responsible person," "managing agent" or "owner or operator" (as such terms are defined in the United States Comprehensive Environmental Response, Compensation and Liability Act, 29 U.S.C. §§ 9601, et seq., as amended, or any similar state or federal statute) with respect to the operation or management of such Debtor.

32. **Binding Effect of this Interim Order**. Immediately upon entry of this Interim Order by this Court, this Interim Order shall inure to the benefit of the Debtors, the DIP Secured Parties and the Prepetition Secured Parties, and the provisions of this Interim Order (including all findings and conclusions of law herein) shall be valid and binding upon the Debtors, the DIP Secured Parties and the Prepetition Secured Parties, any and all other creditors of the Debtors, any Official Committee (if appointed) or other committee appointed in the Chapter 11 Cases,

any and all other parties in interest, and the respective successors and assigns of each of the foregoing, including any trustee or other fiduciary hereafter appointed as legal representative of any of the Debtors in any of the Chapter 11 Cases, or upon dismissal or conversion of any of the Chapter 11 Cases; *provided* that (a) nothing in this paragraph shall confer final status on this Interim Order; and (b) the DIP Secured Parties and the Prepetition Secured Parties shall have no obligation to permit the use of DIP Collateral or Prepetition Collateral (including Cash Collateral) by, or to extend any financing to, any chapter 7 trustee, chapter 11 trustee, or similar responsible person appointed for the estates of the Debtors.

33. **Survival**. The terms and provisions of this Interim Order, including, without limitation, (a) the Carve Out and (b) all of the rights, privileges, benefits, and protections afforded herein and in the DIP Loan Documents (including the DIP Liens, the DIP Superpriority Claims, the Adequate Protection Liens, and the Adequate Protection Claims, and any other claims, liens, security interests, and other protections (as applicable)) granted to the DIP Secured Parties and the Prepetition Secured Parties pursuant to this Interim Order and the DIP Loan Documents (collectively, the "DIP Protections"), and any actions taken pursuant hereto or thereto, shall survive, shall continue in full force and effect, shall remain binding on all parties in interest, and shall maintain their priorities, and shall not be modified, impaired, or discharged by (except to the extent consented to in writing by the applicable secured parties), entry of any order that may be entered (i) confirming any plan of reorganization in any of the Chapter 11 Cases; (ii) converting any or all of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (iii) dismissing any or all of the Chapter 11 Cases; or (iv) pursuant to which this Court abstains from hearing any of the Chapter 11 Cases, in each case, until (x) in respect of the DIP Facility, all of the DIP Facility Obligations, pursuant to the DIP Term Sheet and this Interim Order, have been indefeasibly paid

in full in cash (other than contingent indemnification obligations as to which no claim has been asserted) and all commitments to extend credit under the DIP Facility are terminated. This Court shall retain jurisdiction, notwithstanding any such confirmation, conversion, or dismissal, for the purposes of enforcing such DIP Protections and the Prepetition Secured Parties' adequate protection.

34. **Good Faith under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Interim Order**. The DIP Secured Parties and New Ark have acted in good faith in connection with the DIP Facility, the DIP Loan Documents, the Interim Financing, and with this Interim Order, and their reliance on this Interim Order is in good faith. Based on the findings set forth in this Interim Order and the record made during the Interim Hearing, and in accordance with section 364(e) of the Bankruptcy Code, the DIP Secured Parties are entitled to the protections provided in section 364(e) of the Bankruptcy Code, this Interim Order and the DIP Loan Documents to the extent provided therein. If any or all of the provisions of this Interim Order are hereafter reversed or modified on appeal, such reversal or modification shall not affect the validity, priority, or enforceability of the DIP Facility Obligations or the DIP Liens; provided, however, that the DIP Secured Parties shall not be entitled to protection under section 364(e) of the Bankruptcy Code with respect to any funds advanced by the DIP Secured Parties or made available by the Prepetition Secured Parties, as applicable, under the DIP Loan Documents after entry of an order staying this Interim Order or any provision of this Interim Order authorizing the Debtors to borrow funds under the DIP Loan Documents. Notwithstanding any such reversal or modification of this Interim Order or certain provisions thereof on appeal, any DIP Facility Obligations, DIP Liens, or Adequate Protection Liens incurred by the DIP Loan Parties to the DIP Secured Parties or the Prepetition Secured Parties, as the case may be, prior to the actual receipt of written notice

by the DIP Agents and the Prepetition Agent of the effective date of such reversal, modification, or stay shall be governed in all respects by the original provisions of this Interim Order.

35. **Amendment of the DIP Loan Documents**. The DIP Loan Documents may, from time to time, be amended, amended and restated, modified, or supplemented by the parties thereto without notice or a hearing if the amendment, amendment and restatement, modification, or supplement is not material, and is: (i) in accordance with the DIP Loan Documents; and (ii) not adverse or prejudicial in any material respect to the rights of the Debtors, the estates, or third parties; *provided, however*, all amendments, modifications and waivers of the DIP Loan Documents shall require the consent of the Required DIP Lenders, except in the case of amendments, modifications, or waivers requiring consent from all DIP Lenders, all affected DIP Lenders, or the DIP Agents (or the DIP Agents with the consent in writing of the Required DIP Lenders), including without limitation, certain consent rights in respect of commitments, economics, maturity and the release of collateral as set forth in the DIP Loan Documents. Any material amendment, restatement, modification or supplement to the DIP Loan Documents may only be made pursuant to an order of this Court, upon notice and a hearing; *provided further however*, that any (i) extension of maturity, (ii) waiver or modification or comprise with respect to any Event of Default, or (iii) amendment to the Approved DIP Budget, including with respect to Permitted Variances, shall require the written consent of the Required DIP Lenders and shall not require entry of an order of this Court; for the avoidance of doubt, the Prepetition ABL Agent retains its rights to seek to termination of the Debtors' ability to continue to use Cash Collateral upon any such consent granted by the Required DIP Lenders and pursuant to the terms set forth in paragraph 18 of this Interim Order. The Debtors shall file all amendments, restatements,

modification and supplements of the DIP Loan Documents with this Court and serve the same on the U.S. Trustee and the Official Committee, if any.

36. **Adequate Assurance Deposits**. Notwithstanding anything to the contrary in this Interim Order, the interests of the DIP Secured Parties and the Prepetition Secured Parties in any adequate assurance deposit ordered by this Court for the benefit of the Debtors' utilities shall be subordinate to the interests of the Debtors' utilities in such adequate assurance deposit until such time as the adequate assurance deposit is returned to the Debtors.

37. **Limitation of Liability**. Nothing in this Interim Order, the DIP Loan Documents, or any other documents related to these transactions shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties (in each case, in their capacities as such) of (a) any liability for any claims arising from the prepetition or postpetition activities of the Debtors in the operation of their business, or in connection with their restructuring efforts, or (b) any fiduciary duties to the Debtors, their respective creditors, shareholders, or estates. So long as the DIP Secured Parties comply with their obligations under the DIP Loan Documents and their obligations, if any, under applicable law (including the Bankruptcy Code), (a) the DIP Secured Parties shall not, in any way or manner, be liable or responsible for (i) the safekeeping of the DIP Collateral, (ii) any loss or damage thereto occurring or arising in any manner or fashion from any cause, (iii) any diminution in the value thereof, or (iv) any act or default of any carrier, servicer, bailee, custodian, forwarding agency, or other person; and (b) all risk of loss, damage, or destruction of the DIP Collateral shall be borne by the DIP Loan Parties.

38. **Interim Order Controls**. In the event of any conflict or inconsistency between or among the terms or provisions of this Interim Order, any of the DIP Loan Documents, unless

such term or provision in this Interim Order is phrased in terms of "defined in" or "as set forth in" the DIP Loan Documents, the terms and provisions of this Interim Order shall govern and control.

39. **Payments Held in Trust**. Except as expressly permitted in this Interim Order or the DIP Loan Documents, in the event that any person or entity receives any payment on account of a security interest in the DIP Collateral or receives any DIP Collateral or any proceeds of DIP Collateral prior to indefeasible payment in full in cash of all DIP Facility Obligations under the DIP Loan Documents, and termination of the DIP Commitments in accordance with the DIP Term Sheet, such person or entity shall be deemed to have received, and shall hold, any such payment or proceeds of DIP Collateral in trust for the benefit of the DIP Agents and the DIP Lenders and shall immediately turn over such proceeds to the applicable DIP Agents or DIP Lender, for application in accordance with the DIP Term Sheet and this Interim Order.

40. Notwithstanding anything to the contrary set forth in this Interim Order, to the extent that Welltower NNN Group, LLC holds a valid, properly perfected lien and security interest in any of the DIP Collateral (the "Welltower Liens"), nothing contained herein shall be deemed to prime, impair, or otherwise affect the validity and priority of the Welltower Liens.

41. **Interim Order Effective as of the Petition Date**. This Interim Order shall take effect and shall be enforceable as of the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), and 7062 or any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

42. **Bankruptcy Rules**. The requirements of Bankruptcy Rules 4001, 6003, and 6004, in each case to the extent applicable, are satisfied by the contents of the DIP Motion.

43. **Necessary Action**. The Debtors are authorized and directed to take any and all such necessary actions as are reasonable and appropriate to implement the terms of this Interim Order.

44. **Headings**. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Interim Order.

45. **Final Hearing. The Final Hearing to consider entry of the Final Order and final approval of the DIP Facility is scheduled for June 27, 2024 at 9:30 a.m., prevailing Eastern Time, at the United States Bankruptcy Court for the Northen District of Georgia.**[4]

46. **Objections**. Any objections or responses to the entry of the proposed Final Order shall be filed with the Court and served on the following no later 4:00 p.m. (prevailing Eastern Time) on June 24, 2024: (a) LaVie Care Centers, LLC, c/o Ankura Consulting Group, LLC, 485 Lexington Avenue, 10th Floor, New York, NY 10017 (Attn: M. Benjamin Jones); (b) proposed counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, GA 30309 (Attn: Daniel M. Simon), and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Emily C. Keil); (c) counsel to the Prepetition Omega Secured Parties, Scroggins & Williamson, P.C., 4401 Northside Parkway, Suite 450, Atlanta, GA 30327 (Attn: Matthew W. Levin), and Goodwin Proctor LLP, The New York Times Building, 620 Eighth Avenue, New

[4] Parties may attend the Final Hearing in **Courtroom 1202 in the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303** or virtually via **Judge Baisier's Virtual Hearing Room**. The link for the Virtual Hearing Room can be found on Judge Baisier's webpage at https://www.ganb.uscourts.gov/content/honorable-paul-m-baisier and is best used on a desktop or laptop computer but may be used on a phone or tablet. Participants' devices must have a camera and audio. You may also join the Virtual Hearing Room through the "Dial-In and Virtual Bankruptcy Hearing Information" link at the top of the homepage of the Court's website, www.ganb.uscourts.gov. Please review "Instructions for Appearing by Telephone and Video Conference" located under the "Hearing Information" tab on the judge's webpage prior to the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position unless you are speaking or until the Court instructs otherwise. Unrepresented persons who do not have video capability may use the telephone dial-in information on the judge's webpage.

York, NY 10018 (Attn: Robert J. Lemons), and Ferguson Braswell Fraser Kubasta PC, 2500 Dallas Parkway, Suite 600, Plano, TX 75093 (Attn: Leighton Aiken); (d) counsel to the Debtors' Prepetition ABL Secured Parties, Proskauer LLP, One International Place, Boston, MA 02110 (Attn: Charles A. Dale) and Vedder Price LLP, 222 North LaSalle Street, Chicago, IL 60601 (Attn: Kathryn L. Stevens); (e) counsel to the Debtors' proposed DIP Lenders, DLA Piper LLP, 1900 N. Pearl St., Suite 2200, Dallas, TX 75201 (Attn: James Muenker) and 1251 Avenue of the Americas, New York, NY 10020 (Attn: Kira Mineroff); (f) the United States Trustee for the Northern District of Georgia, 75 Ted Turner Drive, S.W., Room 362, Atlanta, GA 30303 (Attn: Jonathan S. Adams); (g) counsel to the official committee of unsecured creditors (if any) appointed in these Chapter 11 Cases; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. Any objections by creditors or any other party in interest to the DIP Motion or any of the provisions of this Interim Order shall be deemed waived unless filed and received in accordance with the foregoing on or before such date.

47. **Retention of Jurisdiction**. This Court shall retain jurisdiction to hear, determine and, if applicable, enforce the terms of, any and all matters arising from or related to the DIP Facility and/or this Interim Order.

END OF ORDER

Prepared and presented by:

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Proposed Counsel for the Debtors and Debtors-in-Possession

EXHIBIT 1

DIP Term Sheet

LAVIE CARE CENTERS, LLC, et al.

JUNIOR SECURED
DEBTOR-IN-POSSESSION CREDIT FACILITY TERM SHEET

Summary of Proposed Terms and Conditions

June 2, 2024

This binding term sheet (including all schedules, annexes and exhibits hereto, this "DIP Term Sheet" and together with the Interim DIP Order, the Final DIP Order, the Budget (each as defined below), and the definitive loan agreement (as modified in accordance with its terms, the "DIP Loan Agreement"), security agreement or other definitive documentation of the terms and conditions set forth herein, collectively, the "DIP Loan Documents") sets forth a summary of the terms and conditions with respect to the junior secured debtor-in-possession term loan credit facility (to be provided by the DIP Lenders (as defined below)) to LaVie Care Centers, LLC and certain of its affiliates in connection with cases (the "Chapter 11 Cases") filed by the Debtors (as defined below) in the United States Bankruptcy Court for the Northern District of Georgia (the "Bankruptcy Court") under chapter 11 of title 11 of the United States Code (as amended, the "Bankruptcy Code").

This DIP Term Sheet shall be a binding agreement from and after, and subject to, the entry of the Interim DIP Order with respect to the DIP Loans (as defined below). This DIP Term Sheet not purport to summarize all of the terms, conditions, representations and other provisions with respect to the DIP Facility (as defined below), which will be set forth in the DIP Loan Documents. The obligation of the DIP Lenders (as defined below) to provide financing pursuant to this DIP Term Sheet shall be subject to the conditions precedent and other terms and conditions set forth herein. In the event of any conflict between this DIP Term Sheet and the terms of the Interim DIP Order or the Final DIP Order (each as defined below), the terms of the Interim DIP Order or the Final DIP Order (as applicable) shall govern.

Borrower:	LaVie Care Centers, LLC, a Delaware limited liability company, in its capacity as a debtor and debtor-in-possession (the "Borrower") in the Chapter 11 Cases to be filed (such date, the "Petition Date") under chapter 11 of Title 11 of the Bankruptcy Code in the Bankruptcy Court. This DIP Term Sheet assumes that the Borrower and the Guarantors (as defined below) will file voluntary petitions simultaneously under the Bankruptcy Code in the Bankruptcy Court and will request joint administration of the Chapter 11 Cases; provided that all of Borrower's and Guarantors' existing and future, direct or indirect domestic or foreign affiliates and subsidiaries that become debtors and debtors-in-possession in the Chapter 11 Cases at any time and from time to time, shall be Guarantors, as described below under "Guarantors".
Guarantors:	Each of the Borrower's direct and indirect affiliates and subsidiaries that commence Chapter 11 Cases on or after the Petition Date, including without limitation such affiliates and subsidiaries as set forth on **Exhibit B** hereto (including, without limitation, LV Operations I, LLC and LV Operations II, LLC), in their capacities as debtors and debtors-in-possession, on a joint and several basis (each, "Guarantor" and collectively, the "Guarantors", together with the Borrower, each

	individually a "Loan Party" and a "Debtor", and collectively, the "Loan Parties" and the "Debtors") absolutely and unconditionally guarantees, as a guaranty of performance and payment and not as a guaranty of collection, prompt payment when due, whether at stated maturity, by required prepayment, upon acceleration, demand or otherwise, and at all times thereafter, the payment and performance of any and all obligations of Borrower under and with respect to the DIP Facility (as defined below), including, without limitation any and all DIP Loans and DIP Claims (each as defined below) (collectively, the "Guaranteed Obligations"), subject to, and in accordance with, the terms of the DIP Orders. This guaranty shall not be affected by the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any instrument or agreement evidencing any Guaranteed Obligations, or by the existence, validity, enforceability, perfection, non-perfection or extent of any collateral therefor, or by any fact or circumstance relating to the Guaranteed Obligations which might otherwise constitute a defense to the obligations of any Guarantor under this Guaranty other than the irrevocable payment in full in cash and performance of all obligations hereunder, and each Guarantor hereby irrevocably waives any defenses it may now have or hereafter acquire in any way relating to any or all of the foregoing (other than the defense of payment in full).
Prepetition Secured Obligations; Prepetition Collateral:	See **Annex A** attached hereto.[1]
DIP Secured Parties:	OHI DIP Lender, LLC, as lender under the DIP Facility (in such capacity, the "OHI DIP Lender") and upon execution of the DIP Loan Agreement administrative agent (in such capacity, the "DIP Administrative Agent"), TIX 33433 LLC as a DIP Lender (and together with OHI DIP Lender, the "DIP Lenders") and upon execution of the DIP Loan Agreement collateral agent (in such capacity, the "DIP Collateral Agent" and, together with the DIP Administrative Agent, the "DIP Agents" and, each of the DIP Agents together with the DIP Lenders, the "DIP Secured Parties"). The obligations of each DIP Lender with respect to the DIP Facility (as defined below), under the DIP Loan Documents, and for all other purposes, shall be several and not joint.
Type and Amount of the DIP Facility:	A junior secured debtor-in-possession credit facility comprised of a term loan credit facility available in at least two draws as set forth herein in an aggregate principal amount equal to $20,000,000 (the "DIP Facility"; each DIP Lender's commitment under the DIP Facility, its "DIP Commitment" and the aggregate commitments of the DIP Lenders, the "DIP Commitments"); the loans under the DIP Facility, the "DIP Loans"; each DIP Lender's claim under the DIP Facility, a "DIP Claim" and the aggregate claims of the DIP Lenders, collectively, the "DIP Claims"; and

[1] Capitalized terms used but not defined herein have the meaning given to them in **Annex A** attached hereto.

proceeds received by the Borrower from the DIP Loans, the "DIP Proceeds").

The DIP Commitment of each DIP Lender is as set forth below:

DIP Lender	**DIP Commitment**
OHI DIP Lender, LLC	$10,000,000
TIX 33433 LLC	$10,000,000

Each DIP Lender's DIP Commitment and obligations is several and not joint with the DIP Commitment and obligations of any other DIP Lender and in no event shall any DIP Lender be required to fund or otherwise make available DIP Loans in excess of its DIP Commitment.

The DIP Loans and other DIP Claims shall be *pari passu* in right of payment and collateral priority and shall be treated the same in all other respects, including without limitation that all payments made with respect thereto shall be made *pro rata*, unless (and solely to the extent) expressly specified herein or in the DIP Loan Documents.

Following the Closing Date (as defined below), the DIP Loans may be incurred during the Availability Period (as defined below) (x) upon entry of an interim order of the Bankruptcy Court in form and substance satisfactory to each DIP Lender authorizing and approving the DIP Facility and the use of Cash Collateral (the "Interim DIP Order"), in an aggregate principal amount not to exceed $9,000,000 (the "Initial Draw") and (y) in one or more subsequent draws (each a "Subsequent Draw") upon entry of a final order of the Bankruptcy Court in form and substance satisfactory to each DIP Lender, *inter alia*, authorizing and approving the DIP Facility (including the DIP Loans and the DIP Loan Documents and all lender fees related thereto) (the "Final DIP Order," and, together with the Interim DIP Order, the "DIP Orders") and satisfaction of any other conditions to draw as set forth in the DIP Loan Documents, in an aggregate amount not to exceed the aggregate DIP Commitments, in each case subject to the terms and conditions provided herein and in the DIP Loan Documents.

Once repaid, the DIP Loans incurred under the DIP Facility cannot be reborrowed. For the avoidance of doubt, the DIP Commitments will be permanently reduced by the amount of DIP Loans made on the date of the Initial Draw and of each Subsequent Draw, as applicable.

The DIP Proceeds shall be funded into, and maintained in, a segregated account (the "DIP Proceeds Account") either directly from the DIP Lenders or from an escrow account formed to hold and remit such DIP Proceeds to the Debtors.

	The DIP Facility shall be available from the Closing Date (as defined below) to the DIP Termination Date (as defined below) (the "Availability Period").
Closing Date:	The date of the satisfaction or waiver by the DIP Secured Parties of the relevant "Conditions Precedent to the Initial Draw" set forth below and in the DIP Loan Agreement (the "Closing Date").
Maturity:	All DIP Obligations (as defined below) will be due and payable in full in cash unless otherwise agreed to in writing (email being sufficient) by each DIP Lender and the Prepetition ABL Agent on the earliest of (i) the date that is 150 calendar days after the Petition Date (or such later date as agreed to by each DIP Lender), (ii) if the Final DIP Order has not been entered, thirty-five (35) calendar days after the Petition Date (or such later date as agreed to by each DIP Lender), (iii) the acceleration of the DIP Loans and the termination of the DIP Commitments upon the occurrence of an event referred to below under "Termination", (iv) the effective date of any chapter 11 plan of reorganization or liquidation of the Borrower or any other Loan Parties (the "Plan"), (v) the date the Bankruptcy Court converts any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (vi) the date the Bankruptcy Court dismisses any of the Chapter 11 Cases, (vii) the closing of any sale of assets under section 363 of the U.S. Bankruptcy Code, which when taken together with all other sales of assets since the Closing Date, constitutes a sale of all or substantially all of the assets of the Loan Parties, and (iv) the date an order is entered in any Bankruptcy Case appointing a chapter 11 trustee or examiner with enlarged powers (the earliest of any such date, the "DIP Termination Date"). Principal of, and accrued interest on, the DIP Loans and all other amounts owing to the DIP Lenders under the DIP Facility shall be due and payable in cash on the DIP Termination Date. The occurrence of the DIP Termination Date shall terminate the ability of the Borrower to borrow the Initial Draw or any Subsequent Draws and shall terminate the DIP Commitments and any further obligation each DIP Lender has to make any DIP Loans under the DIP Loan Documents.
Budget:	The Budget shall consist of a 13-week operating budget setting forth all forecasted receipts and disbursements on a weekly basis for such 13-week period beginning as of the week of the Petition Date, broken down by week, including the anticipated weekly uses of the DIP Proceeds and Cash Collateral for such period, which shall include, among other things, available cash, cash flow, trade payables and ordinary course expenses, total expenses, fees and expenses relating to the DIP Facility, fees and expenses related to the Chapter 11 Cases (including professional fees), and working capital and other general corporate needs, which forecast shall be in form and substance satisfactory to the DIP Lenders in their sole discretion (such Budget shall meet the requirements described under, and be supplemented in the manner required under, the "Financial Reporting Requirements" section below).

Use of Proceeds:	Proceeds of the DIP Loans and Cash Collateral shall be used, in each case subject to the Budget (including Permitted Variances (as defined below)) and the terms and conditions of the DIP Term Sheet, the Interim DIP Order, the Final DIP Order, and the DIP Loan Documents, to (i) provide working capital and for other general corporate purposes of the Debtors,(ii) fund the costs of the administration of the Chapter 11 Cases (including professional fees and expenses), and (iii) fund interest, fees, and other payments contemplated in respect of the DIP Facility. Without in any way limiting the foregoing, no DIP Collateral (as defined below), DIP Proceeds, Cash Collateral or any portion of the Carve Out (as defined below) or any other amounts may be used directly or indirectly by any of the Debtors, any official committee appointed in the Chapter 11 Cases (the "Committee"), if any, or any trustee or other estate representative appointed in the Chapter 11 Cases (or any successor case) or any other person or entity (or to pay any professional fees, disbursements, costs or expenses incurred in connection therewith): (a) to seek authorization to obtain liens or security interests that are senior to, or *pari passu* with, the DIP Liens (as defined below) or the Prepetition Liens (except to the extent expressly set forth herein); or (b) to investigate (including by way of examinations or discovery proceedings), prepare, assert, join, commence, support or prosecute any action for any claim, counter-claim, action, proceeding, application, motion, objection, defense, or other contested matter seeking any order, judgment, determination or similar relief against, or adverse to the interests of, in any capacity, against the Prepetition ABL Secured Parties, OHI DIP Lender, LLC, the Prepetition Omega Secured Parties, and each of their respective officers, directors, controlling persons, employees, agents, attorneys, affiliates, assigns, or successors of each of the foregoing (all in their capacities as such) (collectively, the "Released Parties"), with respect to any transaction, occurrence, omission, action or other matter (including formal discovery proceedings in anticipation thereof), including, without limitation, (i) any claims or causes of action arising under chapter 5 of the Bankruptcy Code; (ii) any so-called "lender liability" claims and causes of action; (iii) any action with respect to the validity, enforceability, priority and extent of, or asserting any defense, counterclaim, or offset to, the ABL Obligations, Prepetition ABL Liens, Prepetition ABL Documents, DIP Obligations, the DIP Claims, the DIP Liens, the DIP Loan Documents, the Prepetition Omega Loan Documents, or the Prepetition Omega Secured Obligations; (iv) any action seeking to invalidate, modify, set aside, avoid or subordinate, in whole or in part, the ABL Obligations, DIP Obligations or the Prepetition Omega Secured Obligations; (v) any action seeking to modify any of the rights, remedies, priorities, privileges, protections and benefits granted to either (A) the Prepetition ABL Secured Parties hereunder or under any of the Prepetition ABL Documents, (B) the DIP Lenders hereunder or under any of the DIP Loan Documents, or (C) the Prepetition Omega Secured Parties under any of the Prepetition Omega Loan Documents (in each case, including, without limitation, claims, proceedings or actions that might prevent, hinder or delay the DIP Lenders' assertions, enforcements, realizations or remedies on or against the DIP Collateral in accordance with the applicable DIP Loan Documents, the

	Interim DIP Order, and the Final DIP Order); or (vi) objecting to, contesting, or interfering with, in any way, the DIP Lenders' enforcement or realization upon any of the DIP Collateral once an Event of Default (as defined below) has occurred; provided, however, that no more than $50,000 in the aggregate of the DIP Collateral, the Carve Out or Cash Collateral, proceeds from the borrowings under the DIP Facility or any other amounts, may be used by the Committee, if any, to investigate claims and/or liens of the Prepetition Secured Parties under the Prepetition Loan Documents.
Interest:	A per annum rate equal to 10.0%, with such interest payable monthly in arrears in kind (i.e., by adding such outstanding interest to the aggregate principal amount of the DIP Loans) on the monthly anniversary of the Petition Date, computed based on a 360-day year; provided that any and all accrued and unpaid (in cash) interest shall be due and payable in cash upon the Maturity Date.
Default Interest:	If an Event of Default under the DIP Loan Documents has occurred and is continuing, the DIP Loans and all DIP Obligations will automatically bear interest at an additional 2.00% per annum.
Fees:	Upfront Fee: Each DIP Lender shall receive an upfront fee, payable-in-kind (i.e., by adding such fee to the aggregate principal amount of the DIP Loans) equal to 3.00% of such DIP Lender's DIP Commitment under the DIP Facility, which shall be fully earned, non-refundable, and due and payable upon the Closing Date. Exit Fee: Each DIP Lender shall receive a payable-in-cash exit fee (the "Exit Fee") equal to 3.00% of such DIP Lender's initial DIP Commitment, which shall be fully earned and non-refundable on the Closing Date, and payable on the DIP Termination Date; provided, however, if the DIP Termination Date has occurred solely as a result of the occurrence and continuation of an Event of Default under the DIP Loan Documents, then the Exit Fee shall not be payable until the DIP Obligations have been accelerated by the DIP Lenders.
Voluntary Prepayments:	Voluntary prepayments of the DIP Loans shall be permitted at any time, without premium or penalty.
Mandatory Prepayments:	Subject to the prior payment and satisfaction of the ABL Obligations, Prepetition ABL Liens, the ABL Adequate Protection Liens and ABL Adequate Protection Superpriority Claims, the following amounts shall be indefeasibly paid in cash in satisfaction of the DIP Obligations within two (2) business days of receipt, except as such amounts are set forth in the Budget and are necessary to satisfy the expenditures set forth in the Budget: i. 100% of the net proceeds of asset sales. ii. 100% of the net proceeds of insurance and condemnation awards.

	iii. 100% of the net proceeds of any debt issuance or equity issuance. iv. 100% of proceeds of claims and causes of action.
Priority and Security under DIP Facility:	As security for all obligations of the Borrower and the Guarantors to the DIP Lenders under the DIP Facility, including, without limitation, all principal and accrued interest, premiums (if any), costs, fees and expenses or any other amounts due (collectively, the "DIP Obligations"), effective and automatically perfected upon the date of the Interim DIP Order, and without the necessity of the execution, recordation of filings by the Debtors of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents, or the possession or control by any DIP Lender of, or over, any DIP Collateral, the following security interests and liens will be granted by the Debtors to the DIP Lenders, subject only to the ABL Obligations, Prepetition ABL Liens and ABL Adequate Protection, payment of the Carve Out to the extent provided for herein and the Permitted Liens (if any) (all such liens and security interests granted to the DIP Lenders under the Interim DIP Order and the DIP Loan Documents, the "DIP Liens," and the property subject to the DIP Liens, collectively, the "DIP Collateral"): i. First Lien on Unencumbered Property: Under section 364(c)(2) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior security interest in and lien on all property of the Loan Parties, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected and non-avoidable liens (or perfected after the Petition Date to the extent permitted by section 546(b) of the Bankruptcy Code), including, but not limited to, all of the Loan Parties' respective rights, title, or interest in and to the following assets to the extent unencumbered: cash and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, real property leaseholds and proceeds therefrom, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, all of the issued and outstanding capital stock of each Loan Party, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, beneficial interests in any trust, money, investment property, causes of action (including, for the avoidance of doubt, but subject to entry of the Final DIP Order, all proceeds of the Loan Parties' respective claims and causes of action under sections 502(d), 544, 545, 547, 548, 549, 550, and 553 of the Bankruptcy Code and any other avoidance or similar action under the Bankruptcy Code or similar state law (the "Avoidance Actions")), and all cash and non-

	cash proceeds, rents, products, substitutions, accessions, profits, and supporting obligations of any of the collateral described above, whether in existence on the Petition Date or thereafter created, acquired, or arising and wherever located; ii. Liens Priming the Prepetition Omega Term Loan Liens and Prepetition Omega Master Lease Liens: Under section 364(d)(1) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected first priority senior priming security interest in and lien on all property of the Loan Parties, whether existing on the Petition Date or thereafter acquired, that is encumbered by the Prepetition Omega Term Loan Liens and the Prepetition Omega Master Lease Liens, solely to the extent that the Prepetition Omega Term Loan Liens and the Prepetition Omega Master Lease Liens are senior to any other security interests in and liens on such property (if any) as of the Petition Date, including, but not limited to, all of the Loan Parties' respective rights, title, or interest in and to the following assets: cash and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, real property leaseholds and proceeds therefrom, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, all of the issued and outstanding capital stock of each Loan Party, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, beneficial interests in any trust, money, investment property, causes of action (including, for the avoidance of doubt, but subject to entry of the Final DIP Order, all proceeds of Avoidance Actions), and all cash and non-cash proceeds, rents, products, substitutions, accessions, profits, and supporting obligations of any of the collateral described above, whether in existence on the Petition Date or thereafter created, acquired, or arising and wherever located. For the avoidance of doubt, the DIP Liens shall prime and have priority over the Prepetition Omega Term Loan Liens and the Prepetition Omega Master Lease Liens but not the Prepetition ABL Liens. iii. Liens Junior to Certain Other Liens: Under section 364(c)(3) of the Bankruptcy Code, valid, binding, continuing, enforceable, fully-perfected second priority security interests in and liens on all prepetition and postpetition property of each Loan Party (other than the property described in clauses (a) or (b) of this paragraph (c), as to which the liens and security interests in favor of the DIP Lenders will be as described in such clauses), whether now existing or hereafter acquired, that is subject to valid, perfected, and unavoidable liens that are (i) senior to the Prepetition Omega

	Term Loan Liens and the Prepetition Omega Master Lease Liens and (ii)(A) in existence immediately prior to the Petition Date or (B) perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code (collectively, the "Permitted Liens"). For the avoidance of doubt, the Prepetition ABL Liens shall constitute Permitted Liens and the Prepetition ABL Liens and the ABL Adequate Protection Liens are senior to the DIP Liens and the Omega Adequate Protection Liens and the Omega Master Lease Adequate Protection Liens. Except to the extent expressly permitted hereunder (including, for the avoidance of doubt, the Prepetition ABL Liens and Adequate Protection Superpriority Claims), subject to the Carve Out, the DIP Liens and the DIP Superpriority Claims (as defined below) shall not be made subject to or *pari passu* with (a) any lien, security interest, or claim heretofore or hereinafter granted in any of the Chapter 11 Cases or any successor cases, including any subsequently converted Chapter 11 Case of the Debtor to a case under chapter 7 of the Bankruptcy Code and any lien or security interest granted in favor of any federal, state, municipal, or other governmental unit (including any regulatory body), commission, board, or court for any liability of the Debtors, (b) any lien or security interest that is avoided or preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code or otherwise, (c) any intercompany or affiliate claim, lien, or security interest of the Debtors or their affiliates, or (d) any other lien, security interest, or claim arising under section 363 or 364 of the Bankruptcy Code granted on or after the date hereof.
Superpriority DIP Claims:	All DIP Claims shall be entitled to the benefits of section 364(c)(1) of the Bankruptcy Code, having superpriority over any and all administrative expenses of the kind that are specified in sections 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546(c), 726, 1114 or any other provisions of the Bankruptcy Code, subject only to the Carve Out. The DIP Claims will, at all times during the period that the DIP Loans remain outstanding, remain, in right of payment, senior in priority to all other claims or administrative expenses, including (a) any claims allowed under the obligations under the Omega Term Loan Documents and the Omega Master Lease Documents, and (b) the Omega Adequate Protection Superpriority Claims and the Omega Master Lease Adequate Protection Superpriority Claims, subject only to (x) the Carve Out, (y) the Prepetition ABL Obligations and (z) the ABL Adequate Protection.
Carve Out:	"Carve Out" means an amount equal to the sum of the following: (i) all fees required to be paid to the Clerk of the Bankruptcy Court and to the Office of the United States Trustee under 28 U.S.C. § 1930(a) plus interest under 31 U.S.C. § 3717 (without regard to the notice set forth in clause (iii) below); (ii) all reasonable fees and expenses incurred by a trustee under section 726(b) of the Bankruptcy Code in an aggregate amount not to exceed $50,000 (without regard to the notice set forth in clause (iii) below); and (iii) to the extent allowed by the Bankruptcy Court at any time, whether by Interim DIP Order, procedural order, final order or otherwise, all

	accrued and unpaid fees, disbursements, costs and expenses incurred by persons or firms retained by the Debtors under section 327, 328 or 363 of the Bankruptcy Code (the "Debtor Professionals") and all accrued unpaid fees, disbursements, costs and expenses incurred by the Committee (if any) under section 328 and 1103 of the Bankruptcy Code (the "Committee Professionals," together with the Debtor Professionals, the "Estate Professionals," and such Estate Professional fees, the "Allowed Professional Fees"), at any time before or on the first business day following delivery by the DIP Lenders of a Carve Out Trigger Notice (as defined below), whether allowed by the Bankruptcy Court prior to or after delivery of a Carve Out Trigger Notice; and (iv) Allowed Professional Fees of Estate Professionals in an aggregate amount not to exceed $500,000 incurred after the first business day following delivery by DIP Lenders of a Carve Out Trigger Notice, to the extent consistent with the Budget and allowed at any time, whether by Interim DIP Order, procedural order, final order, or otherwise (the amounts set forth in this clause (iv), the "Post-Carve Out Trigger Notice Cap"); provided, however, nothing herein shall be construed to impair the ability of any party to object to any fees, expenses, reimbursement or compensation sought by any such professionals or any other person or entity. For purposes of the foregoing, "Carve Out Trigger Notice" shall mean a written notice (which may be delivered by e-mail (or other electronic means)) by the DIP Lenders to the Debtors and their counsel, the United States Trustee, and lead counsel to any Committee appointed in the Chapter 11 Cases, which notice may be delivered following the occurrence of an Event of Default, stating that the Post-Carve Out Trigger Notice Cap has been invoked. For the avoidance of doubt and notwithstanding anything to the contrary herein, the Carve Out shall be senior to all liens and claims securing the DIP Facility, and all other forms of adequate protection, liens, or claims securing the DIP Obligations or the Prepetition Secured Obligations.
Investigation Rights:	The Committee (to the extent appointed) and any other party in interest with proper standing granted by the Bankruptcy Court, shall have the lesser of (x) with respect to the Committee, sixty (60) calendar days from the date of its appointment or (y) to the extent a Committee is not appointed, any party in interest (other than the Debtors) shall have a maximum of seventy-five (75) calendar days from the entry of the Interim DIP Order for any other party in interest with requisite standing (the "Investigation Period") to investigate and commence an adversary proceeding or contested matter, as required by the applicable Federal Rules of Bankruptcy Procedure, and challenge (each, a "Challenge") the findings, the Debtors' stipulations, or any other stipulations contained in the Interim DIP Order and the Final DIP Order relating to the Prepetition Loan Documents, including, without limitation, any challenge to the validity, priority or enforceability of the liens securing the Prepetition Secured Obligations, or to assert any claim or cause of action against the Prepetition Secured Parties arising under or in connection with their respective Prepetition Loan Documents or their respective Prepetition Secured Obligations, as the case may be, whether in the nature of a setoff, counterclaim or defense of Prepetition Secured Obligations, or otherwise. The Investigation Period may only be extended

	with the prior written consent of the applicable Prepetition Secured Party or under an order of the Bankruptcy Court. Except to the extent asserted in an adversary proceeding or contested matter filed during the Investigation Period, upon the expiration of such applicable Investigation Period (to the extent not otherwise waived or barred), (i) any and all Challenges or potential challenges shall be deemed to be forever waived and barred; (ii) all of the agreements, waivers, releases, affirmations, acknowledgements and stipulations contained in the Interim DIP Order and Final DIP Order shall be irrevocably and forever binding on the Debtors, the Committee and all parties-in-interest and any and all successors-in-interest as to any of the foregoing, including any chapter 7 trustee, without further action by any party or the Bankruptcy Court; (iii) the Prepetition Secured Obligations shall be deemed to be finally allowed and the Prepetition Liens shall be deemed to constitute valid, binding and enforceable encumbrances, and not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law; and (iv) the Debtors shall be deemed to have released, waived and discharged the Released Parties from any and all claims and causes of action arising out of, based upon or related to, in whole or in part, the Prepetition Secured Obligations. Notwithstanding anything to the contrary herein: (x) if any Challenge is timely commenced with the Bankruptcy Court (such commencement, a "Challenge Proceeding"), the stipulations contained in the Interim DIP Order and the Final DIP Order shall nonetheless remain binding on all other parties-in-interest and preclusive except to the extent that such stipulations are expressly and successfully challenged in such Challenge; and (y) the Released Parties reserve all of their rights to contest on any grounds any Challenge. For the avoidance of doubt, the Interim DIP Order and the Final DIP Order shall include language that the investigation rights afforded to the Committee will not constitute the Debtors', the Prepetition Secured Parties' or DIP Lenders' recognition, consent, or agreement not to object to, the Committee's standing to assert any claim or cause of action.
Conditions Precedent to Initial Draw:	The DIP Lenders' obligations to fund the Initial Draw will be subject to each of the following conditions precedent satisfied to each DIP Lender's sole discretion: i. All "first day" motions, including those related to the DIP Facility, filed by the Debtors and related interim and final orders, as applicable, entered within 3 business days of the Petition Date by the Bankruptcy Court in the Chapter 11 Cases shall be in form and substance reasonably satisfactory to the DIP Lenders. ii. The DIP Lenders shall have received a Budget in form and substance satisfactory to each DIP Lender. Entry by the Bankruptcy Court of the Interim DIP Order authorizing the secured financing under the DIP Facility on the terms and conditions contemplated by this DIP Term Sheet, authorizing the Debtors' use of DIP Collateral subject to the terms provided herein, and otherwise on terms reasonably acceptable to the DIP Lenders no later than 3 business days after the Petition Date, and such Interim DIP Order shall be in full force and effect and not

	have been vacated, reversed, stayed, modified or amended (except in the case of a modification or amendment as consented to by the DIP Lenders, in their reasonable discretion) and shall not be subject to a stay pending appeal or motion for leave to appeal or other proceeding to set aside any such order or the challenge to the relief provided for in it, except as consented to by the DIP Lenders. iii. Entry by the Bankruptcy Court of an order authorizing, on an interim basis, the use of Cash Collateral and providing for adequate protection in favor of the Prepetition Secured Parties on terms satisfactory to the Prepetition Secured Parties, including for the avoidance of doubt the Prepetition ABL Lenders. iv. The DIP Lenders shall have a valid and perfected lien on and security interest in the DIP Collateral of the Debtors on the basis and with the priority set forth herein. v. All out-of-pocket costs, fees and expenses required to be paid to the DIP Lenders under this DIP Term Sheet, the DIP Loan Documents or the Interim DIP Order shall have been paid. vi. No default or Event of Default shall have occurred, and shall be continuing, under the DIP Term Sheet immediately prior to the funding of the DIP Loans or would result from such borrowing of the DIP Loans. vii. The Borrower shall have delivered to the DIP Lenders a customary borrowing notice. viii. Other than the Chapter 11 Cases, as stayed upon the commencement of the Chapter 11 Cases, or as disclosed in writing to the DIP Lenders prior to the Petition Date, there shall exist no action, suit, investigation, litigation or proceeding pending or threatened in writing in any court or before any arbitrator or governmental authority that (a) would reasonably be expected to result in a material adverse effect, or (b) restrains, prevents or purports to affect materially adversely the legality, validity or enforceability of the DIP Facility or the consummation of the transactions contemplated thereby. ix. The making of the Initial Draw shall not violate any requirement of law and shall not be enjoined, temporarily, preliminarily, or permanently.
Conditions Precedent to Subsequent Draws:	The DIP Lender's obligation to fund any Subsequent Draw will be subject to each of the following conditions precedent: i. All documentation relating to the DIP Facility, including the DIP Loan Agreement, shall be in form and substance satisfactory to

	each DIP Lender and shall have been duly executed and delivered by all parties thereto. ii. The Interim DIP Order, as entered by the Bankruptcy Court, shall not have been reversed, modified, amended, stayed or vacated, without the consent of each DIP Lender, and the Borrower shall be in compliance in all respects with the Interim DIP Order. iii. The Bankruptcy Court shall have entered the Final DIP Order within thirty-five (35) calendar days following the Petition Date, in form and substance consistent with the terms and conditions set forth herein, authorizing the Debtors' use of DIP Collateral subject to the terms provided herein, and otherwise satisfactory to the DIP Lenders, which Final DIP Order shall include, an updated Budget (as necessary) as an exhibit thereto, entered on notice to such parties as may be satisfactory to the DIP Lenders and otherwise as required by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules of the Bankruptcy Court, (a) authorizing and approving, on a final basis, the DIP Facility and the transactions contemplated thereby, including, without limitation, the granting of the superpriority status, security interests and priming liens, and the payment of all fees, referred to herein; (b) authorizing, on a final basis, the lifting or modification of the automatic stay to permit the Borrower and the Guarantors to perform their obligations, and the DIP Lenders to exercise their rights and remedies, with respect to the DIP Facility; (c) authorizing, on a final basis, the use of cash collateral and providing for adequate protection in favor of the Prepetition Secured Parties as and to the extent provided herein; and (d) reflecting such other terms and conditions that are mutually satisfactory to the DIP Lenders and the Debtors, in their respective discretion, in each case, on the terms and conditions set forth herein; which Final DIP Order shall be in full force and effect, shall not have been reversed, vacated or stayed and shall not have been amended, supplemented or otherwise modified without the prior written consent of the DIP Lenders. iv. The DIP Lenders shall have received a borrowing notice from the Borrower at least two (2) business days prior to the anticipated date of the Subsequent Draw. v. The representations and warranties of the Loan Parties under the DIP Loan Documents shall be true and correct in all material respects (or in the case of representations and warranties with a "materiality" qualifier, true and correct in all respects). vi. No default or Event of Default shall have occurred, and shall be continuing, under the DIP Loan Documents immediately prior to the funding of the DIP Loans or would result from such borrowing of the DIP Loans.

	vii. No default or "Event of Default" shall have occurred, and shall be continuing, under the Omega Master Lease Agreement unless otherwise waived by the prior written consent with respect to timely payment of Rent (as defined in the Omega Master Lease Agreement) (email being sufficient) of the Omega Master Lease Landlord. viii. The Debtors have delivered to the DIP Lenders the most recent Budget and such other information as requested by the DIP Lenders, in form and substance satisfactory to the DIP Lenders. ix. The Debtors are in compliance with the Milestones as of that date. x. Since the Petition Date, other than the Chapter 11 Cases, there shall not have occurred or there shall not exist any event, condition, circumstance or contingency that, individually, or in the aggregate, (a) has had or could reasonably be expected to have a material adverse effect on the business, operations, properties, assets, performance or financial condition of the Loan Parties taken as a whole; (b) has resulted in, or could reasonably be expected to result in, a material adverse effect on the validity or enforceability of, or the rights, remedies or benefits available to the DIP Lenders; or (c) has had or could reasonably be expected to have, a material adverse effect on the ability of the Loan Parties to perform their obligations under any DIP Document. xi. All reasonable and documented costs, fees, expenses (including, without limitation, legal fees and expenses) incurred in connection negotiating, documenting, approving, administering, monitoring or enforcing any rights under the DIP Facility set forth in the DIP Loan Documents or otherwise to be paid to the DIP Lenders shall have been paid when due. xii. The amounts requested by the Borrower shall be used for an authorized purpose as defined under "Use of Proceeds" above and in accordance with the Budget, subject to a Permitted Variance (as defined below). xiii. The Loan Parties are in compliance with (a) the Interim DIP Order; (b) the Final DIP Order; and (c) the Budget (subject to Permitted Variances).
Credit Bidding:	Subject to entry of the Final DIP Order, the Prepetition ABL Agent and each DIP Lender shall have the unqualified right to credit bid any or all of the obligations under the Prepetition ABL Credit Facility or DIP Facility, respectively, in connection with any disposition of DIP Collateral, including the Transaction.

Admissions/Stipulations:	The Borrower shall make customary admissions and stipulations with respect to the amount of the Prepetition Secured Obligations[2], the validity, perfection, enforceability, non-avoidability, and priority of the Prepetition Liens, and the value of the Prepetition Collateral.
Representations and Warranties:	Customary and appropriate for financings of this type.
Affirmative Covenants:	Customary for transactions of this type (and to include reporting covenants (including with respect to the Budgets and Permitted Variances), the delivery of all material pleadings, motions and other material documents filed with the Bankruptcy Court on behalf of the Debtors in the Chapter 11 Cases to the DIP Lenders and their counsel, to the extent practical under the circumstances, update meetings and/or calls with the DIP Lenders as reasonably requested).
Negative Covenants:	Customary for transactions of this type (and to include limitations on indebtedness, liens, investments, acquisitions, restricted payments and dispositions of assets).
Financial Reporting Requirements:	Subject to the satisfaction of the conditions precedent set forth below, use of cash shall be subject to a 13-week cash flow forecast commencing on the Petition Date, which forecast shall include an itemized list of expenses to be incurred during each week along with information sufficient to denote the purpose of such expenses and shall be in form and substance acceptable to the DIP Lenders and Prepetition ABL Agent in their discretion (the "Budget," a copy of the initial Budget is attached as **Exhibit A** to this DIP Term Sheet) and shall, at a minimum, contain the categories set forth in the Budget attached as **Exhibit A** (each, a "Reporting Category"). By no later than 5:00 pm ET on the fourth business day of each week, commencing with the fourth full week after the Petition Date (each, a "Reporting Date"), Borrower shall deliver to the DIP Lenders and Prepetition ABL Agent a variance report (each, a "Variance Report") showing comparisons of actual results for each line item against such line item in the Budget. Each Variance Report shall indicate whether there are any adverse variances that exceed the allowed variances, which means, in each case measured on a cumulative basis for the prior four-week period and for the period from the Petition Date, (x) up to 15% in the aggregate for all "Total Operating Disbursements," excluding, for the avoidance of doubt, "Non-Operating Disbursements" and "Restructuring Disbursements" and (y) up to 15% in the aggregate for all "Total Receipts" (all as defined in the Budget) (each, a "Permitted Variance"). If necessary, the Debtors may provide to the DIP Lenders and Prepetition ABL Agent an updated 13-week cash flow forecast, containing line items of sufficient detail to reflect the Debtors' projected cash receipts and disbursements for such 13-week period on a weekly basis (the "Updated 13-Week Forecast"). Such Updated 13-Week Forecast shall be acceptable

[2] For avoidance of doubt, Debtor stipulations and release shall apply to Prepetition ABL Obligations, Prepetition ABL Liens, Prepetition ABL Documents and Prepetition ABL Secured Parties.

	to the Prepetition ABL Agent and DIP Lenders in their sole discretion, and upon acceptance by the DIP Lenders, such Updated 13-Week Forecast shall become the new Budget commencing on such week, and promptly after the DIP Lenders and Prepetition ABL Agent approve the new Budget, the Debtors shall deliver the new Budget, together with any amendments or modifications thereto approved by the DIP Lenders and Prepetition ABL Agent. In the event that the DIP Lenders and the Debtors do not agree to an updated Budget, the Budget shall be the then-existing Budget or such Budget as may be approved by the Bankruptcy Court after a hearing.
Chapter 11 Cases Milestones:	The obligations of the DIP Lenders to advance the DIP Loans shall be subject to the Debtors satisfying, or causing the satisfaction of, the milestones listed below (collectively, the "Milestones") by the specified or by such later date as the DIP Lenders may agree in writing (email being sufficient): i. No later than three (3) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order. ii. No later than fourteen (14) calendar days after entry of the Interim DIP Order, all documentation relating to the DIP Facility, including the DIP Loan Agreement, shall be in form and substance satisfactory to each DIP Lender and shall have been duly executed and delivered by all parties thereto. iii. No later than ten (10) calendar day after the Petition Date, the Debtors shall have filed a motion for approval of procedures for the marketing and sale of some or all of the Debtors' business enterprise (the "Transaction") under section 363 of the Bankruptcy Code or as sponsor of the Plan (the "Bidding Procedures Motion"), which motions and proposed bidding procedures shall be in form and substance reasonably acceptable to the DIP Lenders. iv. No later than thirty-five (35) calendar days after the Petition Date, the Bankruptcy Court shall have entered an order granting the Bidding Procedures Motion (the "Bidding Procedures Order"), which order shall be in form and substance reasonably acceptable to the DIP Lenders. v. No later than thirty-five (35) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order. vi. No later than forty-five (45) calendar days following the Petition Date, the Debtors shall have filed with the Bankruptcy Court a Plan and a related disclosure statement (the "Disclosure Statement"), in each case, in form and substance reasonably acceptable to the DIP Lenders.

	vii. The deadline for submitting final qualified bids under the Bidding Procedures Order shall be no later than ninety-five (95) calendar days after the Petition Date. viii. Any auction to select a winning bidder under the Bidding Procedures shall be conducted no later than one hundred (100) days following the Petition Date. ix. No later than one hundred ten (110) calendar days after the Petition Date, the Bankruptcy Court shall have entered an order approving the Transaction either by (a) approving the sale of some or all of the Debtors' assets under section 363 of the Bankruptcy Code; or (b) confirming the Plan, which order shall be in form and substance reasonably acceptable to the DIP Lenders.
Events of Default:	"Events of Default" shall include the following and any other defaults specified as such in the DIP Orders, each of which may only be waived in writing by both of the DIP Lenders: i. failure to make payments including adequate protection payments when due; ii. noncompliance with covenants (subject to customary cure periods as may be agreed with respect to certain covenants); iii. breaches of representations and warranties in any material respect, in either case, under the DIP Loan Documents; iv. invalidity of any material provision of the DIP Loan Documents; v. change in ownership or control; vi. filing of a Plan by the Debtors that does not propose to indefeasibly repay the DIP Obligations in full in cash on the Plan effective date, unless otherwise consented to in writing by the DIP Lenders prior to its filing; vii. any of the Debtors shall file a pleading seeking to vacate or modify the Interim DIP Order or the Final DIP Order over the objection of the DIP Lenders; viii. entry of an order without the prior written consent of the DIP Lenders amending, supplementing or otherwise modifying the Interim DIP Order or the Final DIP Order; ix. entry of an order without the express written consent of the DIP Lenders obtaining additional financing from a party other than the DIP Lenders under section 364(d) of the Bankruptcy Code except if such financing contemplates payment in full of the DIP Obligations; reversal, vacatur or

		stay of the effectiveness of the Interim DIP Order or the Final DIP Order except to the extent reversed within ten (10) business days;
	x.	any violation of any material term of the Interim DIP Order or the Final DIP Order by the Debtors;
	xi.	termination of the Debtors' limited use of any Cash Collateral;
	xii.	entry of an order in favor of the objector, movant or plaintiff any timely filed Challenge Proceeding;
	xiii.	dismissal of the Chapter 11 Case of a Debtor with material assets or conversion of the Chapter 11 Case of a Debtor with material assets to a case under chapter 7 of the Bankruptcy Code, or any Debtor shall file a motion or other pleading seeking such dismissal or conversion of any Bankruptcy Case;
	xiv.	appointment of a chapter 11 trustee or examiner with enlarged powers, or any Debtor shall file a motion or other pleading seeking such appointment;
	xv.	failure to meet a Milestone, unless extended or waived by the prior written consent (email being sufficient) of the DIP Lenders;
	xvi.	the Debtors' filing of a motion to reject the Omega Master Lease or modify the claim(s) of the Omega Master Lease Landlord or the failure of the Debtors to make any payment when due of postpetition Rents (as defined in the Omega Master Lease) (and including, for the avoidance of doubt, such Rents due with respect to the month of June 2024) accruing on account of the Omega Master Lease Obligations, unless otherwise waived by the prior written consent (email being sufficient) of the Omega Master Lease Landlord, or the failure of the Debtors to make any payment when due of other postpetition rents, unless otherwise waived by the prior written consent (email being sufficient) of the applicable landlord;
	xvii.	the Debtors' filing of (or supporting another party in the filing of) a motion seeking entry of, or the entry of an order by the Bankruptcy Court, granting any superpriority claim or lien (except as contemplated herein) which is senior to or *pari passu* with the DIP Claims;
	xviii.	the Debtors shall seek, or shall support any other person's motion seeking (in any such case, verbally in any court of competent jurisdiction or by way of any motion or pleading filed with the Bankruptcy Court, or any other writing to another party in interest by the Debtors), to challenge the validity or enforceability of any of the obligations of the

		parties under the Prepetition ABL Documents or Prepetition Secured Documents;
	xix.	the Debtors file a motion for the Bankruptcy Court to approve a sale of the DIP Collateral under section 363 of the Bankruptcy Code which proposed sale is not reasonably acceptable to the DIP Lenders, unless such proposed sale provides for payment in full of all DIP Obligations;
	xx.	the Debtors file any chapter 11 plan or any motion or other pleading seeking entry of an order by the Bankruptcy Court permitting the assumption and/or assignment of the Omega Master Lease without the assumption and/or assignment of the Prepetition Omega Term Loan, which is an indivisible part of the Omega Master Lease;
	xxi.	any Debtor shall fail to execute and deliver to the DIP Lenders any agreement, financing statement, trademark filing, copyright filing, notices of lien or similar instruments or other documents that the DIP Lenders may reasonably request from time to time to more fully evidence, confirm, validate, perfect, preserve and enforce the DIP Liens created in favor of the DIP Lenders;
	xxii.	the Debtors shall assert in any pleading filed in any court that the guarantee contained in the DIP Loan Documents is not valid and binding, for any reason, to be in full force and effect, other than under the terms hereof or thereof;
	xxiii.	payment of or granting adequate protection with respect to prepetition debt, other than as expressly provided herein or as otherwise consented to by the DIP Lenders;
	xxiv.	expiration or termination of the period provided by section 1121 of the Bankruptcy Code for the exclusive right to file a plan with respect to a Debtor with material assets unless such expiration or termination was sought by any of the Prepetition Secured Parties or the DIP Lenders;
	xxv.	cessation of the DIP Liens or the DIP Claims to be valid, perfected and enforceable in all respects;
	xxvi.	any Debtor asserting any right of subrogation or contribution against any other Debtor until all borrowings under the DIP Facility are paid in full and the commitments are terminated;
	xxvii.	subject to entry of the Final DIP Order, the allowance of any claim or claims under section 506(c) of the Bankruptcy Code or otherwise against any DIP Lender;

	xxviii. the entry of an order in any of the Chapter 11 Cases granting relief from any stay or proceeding (including, without limitation, the automatic stay) so as to allow a third party to proceed with foreclosure against a material portion of the Debtors' assets; xxix. the entry of an order in any Bankruptcy Case avoiding or requiring repayment of any portion of the payments made on account of the DIP Obligations owing under the DIP Loan Documents; and xxx. the entry of an order by the Bankruptcy Court providing relief adverse to the interests of any DIP Lender or any Prepetition Secured Party with respect to any motion, objection, application or adversary proceeding challenging the validity, enforceability, perfection or priority of, or seeking avoidance, subordination or characterization of, any portion of the Prepetition Secured Obligations and/or the liens and security interests securing the Prepetition Secured Obligations or asserting any other claim or cause of action against and/or with respect to the Prepetition Secured Obligations or the liens and security interests securing the Prepetition Secured Obligations, but excluding preliminary or final relief granting standing to any other party to prosecute such claims, causes of action or proceeding.
Termination:	Upon the occurrence and during the continuance of an Event of Default, the DIP Lenders may by written notice to the Borrower, its counsel, the U.S. Trustee and counsel for any statutory committee, terminate the DIP Facility, declare the obligations in respect thereof to be immediately due and payable and, subject to the conditions in the "Remedies" row of this DIP Term Sheet, exercise all rights and remedies under the DIP Loan Documents, the Interim DIP Order, and the Final DIP Order.
Remedies:	The DIP Lenders shall have customary remedies upon the occurrence and during the continuance of an Event of Default, including, without limitation, the following: Without further order from the Bankruptcy Court, and subject to the terms of the Interim DIP Order and the Final DIP Order (including in respect of any required notices), the automatic stay provisions of section 362 of the Bankruptcy Code shall be vacated and modified to the extent necessary to permit the DIP Lenders to exercise, upon the occurrence and during the continuance of any Event of Default under the DIP Loan Documents, all rights and remedies provided for in the DIP Loan Documents, and to take any or all of the following actions without further order of or application to the Bankruptcy Court (as applicable): (a) immediately terminate the Debtors' limited use of any cash collateral; (b) cease making any DIP Loans under the DIP Facility to the Debtors; (c) declare all DIP Obligations to be immediately due and payable; (d) freeze monies or balances in the Debtors' accounts (and, with respect to the DIP Loan Documents and the

	DIP Facility, sweep all funds contained in any account subject to a control agreement); (e) immediately set-off any and all amounts in accounts maintained by the Debtors with the DIP Lenders against the DIP Obligations, or otherwise enforce any and all rights against the DIP Collateral in the possession of the DIP Lenders, including, without limitation, disposition of the DIP Collateral solely for application towards the DIP Obligations; and (f) take any other actions or exercise any other rights or remedies permitted under the Interim DIP Order and the Final DIP Order, the DIP Loan Documents or applicable law to effect the repayment of the DIP Obligations; provided, however, that the DIP Lenders must provide the Debtors with five (5) business days' written notice (which may be by email and a copy of which shall be sent to the Prepetition ABL Agent) before exercising any enforcement rights or remedies with respect to the DIP Collateral or the Prepetition Collateral other than funds contained in any account subject to a control agreement; provided, further, that neither the Debtors, the Committee nor any other party-in-interest shall have the right to contest the enforcement of the remedies set forth in the Interim DIP Order and the Final DIP Order and the DIP Loan Documents on any basis other than an assertion that an Event of Default has not occurred or has been cured within the cure periods expressly set forth in the applicable DIP Loan Documents.
Adequate Protection:	*ABL Adequate Protection*. As adequate protection for the interests of the Prepetition ABL Secured Parties in the Prepetition ABL Collateral (including Cash Collateral), under sections 361, 362, and 363(e) of the Bankruptcy Code, and as a condition for the use of their Prepetition Collateral, including any Cash Collateral, the Prepetition ABL Secured Parties will be granted the following (collectively, the "ABL Adequate Protection"): i. ABL Adequate Protection Liens: Solely to the extent of any Diminution in Value of any Prepetition ABL Secured Party's interests in Prepetition ABL Collateral and in each case subject and subordinate to the Carve Out, the Prepetition ABL Secured Parties are granted the following security interests and liens (collectively, the "ABL Adequate Protection Liens") under sections 361, 362, 363 of the Bankruptcy Code: valid, binding, enforceable, and perfected replacement liens on and security interests in the DIP Collateral and Prepetition Collateral, including now-owned and hereafter-acquired real and personal property, assets, and rights of any kind or nature, wherever located, including, without limitation, all accounts receivable generated post-petition by Debtors, all other assets of the type and nature that would be deemed Prepetition Collateral but for the filing of these cases, and the proceeds thereof. The ABL Adequate Protection Liens shall be subordinate only to the Carve Out and any prepetition Permitted Liens. For the avoidance of doubt, the DIP Liens, Prepetition Omega Term Loan Adequate Protection Liens, and the Omega Master Lease Adequate Protection Liens shall be subject, subordinate and junior to all ABL Adequate

	Protection Liens on the DIP Collateral and Prepetition ABL Collateral in favor of the Prepetition ABL Secured Parties. ii. ABL Adequate Protection Superpriority Claims: Solely to the extent of any Diminution in Value of any Prepetition ABL Secured Party's interests in Prepetition Collateral, and in each case, subject and subordinate to the Carve Out, the Prepetition ABL Secured Parties will be granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the applicable Debtors (collectively, the "ABL Adequate Protection Superpriority Claims"). All ABL Adequate Protection Superpriority Claims shall be junior only to the Carve Out, and otherwise have priority over any and all other administrative expenses and other claims against the applicable Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under the Bankruptcy Code. iii. ABL Adequate Protection Payments: a. No later than the fifth Business Day following entry of the Interim DIP Order and on the fifth Business Day of each month hereafter, Debtors shall pay the Prepetition ABL Agent adequate protection in the form of interest, that has accrued at the non-default rate on the Prepetition ABL Obligations as of the Petition Date to be applied by the Prepetition ABL Agent in accordance with the Prepetition ABL Documents. b. On the fifth Business Day of each month, beginning with the month of July, 2024, Debtors shall pay the Prepetition ABL Agent additional adequate protection (in the form of cash payments equal to the amount of accounts receivable received by or on behalf of any Debtor during the prior month (or, with respect to the first payment, on or after May 30, 2024 and ending on June 30, 2024) and relating to the operation by the Debtors of certain of their former skilled-nursing facilities prior to the transfer to new operators (each date of transfer, a "Transfer Date") to be applied by the Prepetition ABL Agent in accordance with the Prepetition ABL Documents. Receivables arising in respect of services provided by the Debtors prior to any Transfer Date are referred to as "Pre-Transfer Date Receivables" and receivables arising in respect of services provided by the new operators on or after a Transfer Date are referred to as "Post-Transfer Date

	Receivables". No Prepetition ABL Secured Party shall have any responsibility to determine the accuracy of any ABL Additional Adequate Protection Payment or any allocation by Debtors of payments received as Pre-Transfer Date Receivables or Post-Transfer Date Receivables, nor shall any Prepetition ABL Secured Party be liable to any third party, including a new operator, if proceeds of Post-Transfer Date Receivables are paid over to Prepetition ABL Agent other than to remit such Post-Transfer Date Receivables back to the Debtors. c. As further adequate protection, the Debtors will reimburse each Prepetition ABL Secured Party for all reasonable and documented out-of-pocket fees, costs and expenses of such Prepetition ABL Secured Party (limited, in the case of counsel, to all reasonable and documented out-of-pocket fees, costs, disbursements and expenses, including one (1) local counsel and one (1) prepetition credit counsel). All such fees, including reasonable and documented out-of-pocket legal and other professional fees shall be paid by the Debtors promptly upon written demand and without the requirement of Bankruptcy Court approval. For the avoidance of doubt and except for the ABL Adequate Protection Liens and the ABL Adequate Protection Superpriority Claims, (a) the respective rights, interests obligations, priority, and positions as between the Prepetition ABL Secured Parties and the Prepetition Omega Term Loan Secured Parties shall continue to be governed by the ABL/Omega Term Loan Intercreditor Agreement; and (b) the respective rights and interests of the rights, interests obligations, priority, and positions as between the Prepetition ABL Secured Parties and the Omega Master Lease Landlord shall continue to be governed by the ABL/Omega Landlord Intercreditor Agreement. *Omega Term Loan Adequate Protection*: As adequate protection for the interests of the Omega Secured Parties in the Prepetition Collateral (including Cash Collateral), under sections 361, 362 and 363(e) of the Bankruptcy Code, and as a condition for the use of the Prepetition Collateral, including any Cash Collateral, the Omega Term Loan Secured Parties will be granted the following (collectively, the "Omega Term Loan Adequate Protection"): i. Omega Term Loan Adequate Protection Liens. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of any Omega Term Loan Secured Party's interests in such Omega Term Loan Secured Party's Prepetition Collateral, from and after the Petition Date, the Omega Term Loan Lenders are granted the following security interests and liens (collectively, the "Omega Term Loan Adequate

	Protection Liens" and the collateral subject thereto, the "Omega Term Loan Adequate Protection Collateral") under sections 361, 362, and 363 of the Bankruptcy Code: valid, binding, enforceable, and perfected replacement liens on and security interests in the Prepetition Collateral, including now-owned and hereafter-acquired real and personal property, assets, and rights of any kind or nature, wherever located, which liens and security interests shall be junior to (a) the Carve Out, (b) the Prepetition ABL Agent's prepetition liens, (c) the ABL Adequate Protection Liens, (d) the DIP Liens, and (e) the Permitted Liens. ii. Omega Term Loan Adequate Protection Superpriority Claims. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of its respective Prepetition Collateral, and in each case, subject and subordinate to the Carve Out, ABL Adequate Protection Superpriority Claims, and the DIP Superpriority Claims, each Omega Term Loan Secured Party is hereby granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the applicable Debtors (collectively, the "Omega Term Loan Adequate Protection Superpriority Claims"). All Omega Term Loan Adequate Protection Superpriority Claims shall be junior to (a) the Carve Out, (b) the ABL Adequate Protection Superpriority Claims, and (c) the DIP Superpriority Claims, and otherwise have priority over any and all other administrative expenses and other claims against the applicable Loan Parties now existing or hereafter arising, of any kind whatsoever, including, without limitation, all administrative expenses of the kind specified in sections 503(b) and 507(b) of the Bankruptcy Code, and over any and all administrative expenses or other claims arising under the Bankruptcy Code. iii. As further adequate protection, the Debtors will reimburse the Omega Term Loan Secured Parties for all reasonable and documented out-of-pocket fees, costs and expenses of (limited, in the case of counsel, to all reasonable and documented out-of-pocket fees, costs, disbursements and expenses, including one (1) local counsel). All such fees, including reasonable and documented out-of-pocket legal and other professional fees shall be paid by the Debtors promptly upon written demand and without the requirement of Bankruptcy Court approval; *provided, however*, that in the event such fees and expenses exceed the amounts set forth in the DIP Budget, any excess amounts shall be added to the principal balance of the DIP Loans. *Omega Master Lease Adequate Protection*: As adequate protection for the interests of the Omega Master Lease Secured Parties in the Prepetition Collateral (including Cash Collateral), under sections 361, 362 and 363(e)

	of the Bankruptcy Code, and as a condition for the use of the Prepetition Collateral, including any Cash Collateral, the Omega Master Lease Secured Parties are hereby granted the following (collectively, the "Omega Master Lease Adequate Protection"): i. Omega Master Lease Adequate Protection Liens: Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of any Omega Master Lease Secured Party's interests in such Omega Master Lease Collateral, from and after the Petition Date, the Omega Master Lease Secured Parties are granted the following security interests and liens (collectively, the "Omega Master Lease Adequate Protection Liens" and the collateral subject thereto, the "Omega Master Lease Adequate Protection Collateral") under sections 361, 362, and 363 of the Bankruptcy Code: valid, binding, enforceable, and perfected replacement liens on and security interests in the Prepetition Collateral, including now-owned and hereafter-acquired real and personal property, assets, and rights of any kind or nature, wherever located, which liens and security interests shall be junior to (a) the Carve-Out, (b) the Prepetition ABL Agent's prepetition liens, (c) the ABL Adequate Protection Liens, (d) the DIP Liens, and (e) the Permitted Liens. ii. Omega Master Lease Adequate Protection Superpriority Claims. Solely to the extent of, and in an aggregate amount equal to, any Diminution in Value of its respective Prepetition Collateral, and in each case, subject and subordinate to the Carve Out, Adequate Protection Superpriority Claims, and the DIP Superpriority Claims, each Omega Master Lease Secured Party is hereby granted an allowed superpriority administrative expense claim under sections 503(b) and 507(b) of the Bankruptcy Code against the applicable Debtors (collectively, the "Omega Master Lease Adequate Protection Superpriority Claims"). All Omega Master Lease Adequate Protection Superpriority Claims shall be junior to (a) the Carve Out, (b) the ABL Adequate Protection Superpriority Claims, and (c) the DIP Superpriority Claims. iii. As further adequate protection, the Debtors will reimburse the Omega Master Lease Secured Parties for all reasonable and documented out-of-pocket fees, costs and expenses of (limited, in the case of counsel, to all reasonable and documented out-of-pocket fees, costs, disbursements and expenses, including one (1) local counsel). All such fees, including reasonable and documented out-of-pocket legal and other professional fees shall be paid by the Debtors promptly upon written demand and without the requirement of Bankruptcy Court approval; *provided, however*, that in the event such fees and expenses exceed the amounts set forth in

	the DIP Budget, any excess amounts shall be added to the principal balance of the DIP Loans.
Marshalling and Waiver of 506(c) and 552(b) Claims:	Effective upon entry of the Final DIP Order, the DIP Lenders and the Prepetition Secured Parties shall not be subject to the equitable doctrine of "marshalling" or any similar doctrine with respect to the DIP Collateral or the Prepetition Collateral, as applicable, and all proceeds shall be received and applied under the Final DIP Order and the DIP Loan Documents notwithstanding any other agreement or provision to the contrary. Effective upon entry of the Final DIP Order, the Debtors (on behalf of themselves and their estates) shall waive, and shall not assert in the Chapter 11 Cases or any successor cases, (i) any surcharge claim under sections 105(a) and/or 506(c) of the Bankruptcy Code or otherwise for any costs and expenses incurred in connection with the preservation, protection or enhancement of, or realization by the DIP Lenders and the Prepetition Secured Parties, upon the DIP Collateral or the Prepetition Collateral, and (ii) the DIP Lenders and the Prepetition Secured Parties shall each be entitled to all of the rights and benefits of section 552(b) of the Bankruptcy Code, and the "equities of the case" exception under section 552(b) of the Bankruptcy Code shall not apply to the DIP Lenders and the Prepetition Secured Parties with respect to proceeds, product, offspring or profits of any of the Prepetition Collateral or DIP Collateral.
Release:	The Borrower shall grant the Released Parties releases from any and all claims offsets, defenses, counterclaims, set off rights, objections, challenges, causes of action, liabilities, losses, damages, responsibilities, disputes, remedies, actions, suits, controversies, reimbursement obligations (including attorneys' fees), premiums, fees, costs, expenses, or judgments of every type, whether known or unknown, asserted or unasserted, fixed or contingent, pending or threatened, of any kind or nature whatsoever, whether arising at law or in equity (including, without limitation, any theory of so called "lender liability" or equitable subordination or any claim or defense asserting recharacterization, subordination, or avoidance, any claim arising under or pursuant to section 105 or chapter 5 of the Bankruptcy Code or any other provision of the Bankruptcy Code or of applicable state or federal law, or any other claim, cause of action, or defense arising under the Bankruptcy Code or applicable non-bankruptcy law), in each case, arising under, in connection with, or related to the Debtors or their estates, the extent, amount, validity, enforceability, priority, security, and perfection of the Prepetition Secured Obligations, the Prepetition Liens, the DIP Facility, the DIP Obligations, the DIP Loan Documents, and/or the transactions contemplated thereunder or hereunder and waivers of all claims arising in respect of the DIP Facility.
Indemnification:	The Debtors shall indemnify, pay and hold harmless the DIP Lenders (and their directors, officers, employees and agents) against any loss, liability, cost or expense incurred in respect of the financing contemplated hereby or the use or the proposed use of proceeds thereof (except to the extent resulting from the gross negligence, bad faith, fraud, or willful misconduct

	of the indemnified party, as determined by a final, non-appealable judgment of a court of competent jurisdiction).
Expenses:	All fees, including reasonable and documented out-of-pocket legal and other professional fees (limited to the reasonable and documented fees of the advisors) related to negotiating, documenting, approving, administering, monitoring or enforcing any rights under the DIP Facility of each DIP Lender shall be paid by the Debtors promptly upon written demand and without the requirement of Bankruptcy Court approval.
Governing Law:	Except as governed by the Bankruptcy Code, the law of the State of New York.

ANNEX A

Prepetition Secured Obligations; Prepetition Collateral

Prepetition ABL Credit Facility

That certain Second Amended and Restated Credit and Security Agreement, dated as of March 25, 2022 (as otherwise amended, supplemented, or otherwise modified from time to time, the "Prepetition ABL Credit Agreement," and together with any other documents executed and delivered in connection therewith, the "Prepetition ABL Documents"), by and among, LV CHC Holdings I, LLC, a Delaware limited liability company ("Holdings"), Holdings' affiliates and subsidiaries party thereto as "Borrowers" (collectively with Holdings, the "ABL Borrowers"), MidCap Funding IV Trust and the other financial institutions party thereto from time to time as lenders (the "Prepetition ABL Lenders"), MidCap Funding IV Trust, as Agent for the lenders (in such capacity, the "Prepetition ABL Agent," and together with the Prepetition ABL Lenders, the "Prepetition ABL Secured Parties"), pursuant to which the Prepetition ABL Lenders provided a first lien asset-based lending credit facility to the ABL Borrowers (the "Prepetition ABL Credit Facility"). The ABL Borrowers and the other guarantors granted to the Prepetition ABL Agent, for itself and on behalf of the Prepetition ABL Lenders, valid and properly perfected continuing liens on and security interests in (the "Prepetition ABL Liens") all "Collateral" as defined in the Prepetition ABL Documents (collectively, the "Prepetition ABL Collateral") (it being understood that the term "Prepetition ABL Collateral" does not include any property or assets that have been expressly excluded from such definition in the Prepetition ABL Documents).

As of the Petition Date, the ABL Borrowers were justly and lawfully indebted and liable to the Prepetition ABL Agent and Prepetition ABL Lenders, without defense, counterclaim, or offset of any kind, in the aggregate amount of not less than $33,042,676.16 on account of loans outstanding under the Prepetition ABL Documents, plus any and all unpaid interest (including default interest), reimbursement obligations, fees, costs, expenses (including, without limitation, attorneys' fees, financial advisors' fees, related expenses and disbursements), charges, disbursements, indemnification obligations, and any other amounts, contingent or otherwise, whenever arising or accruing, that may be due, owing, or chargeable in respect thereof, in each case, to the extent provided in the Prepetition ABL Documents, (collectively, the "ABL Obligations").

Prepetition Omega Master Lease Agreement

That certain Amended and Restated Consolidated Master Lease, dated as of March 25, 2022 (as otherwise amended, supplemented, or otherwise modified from time to time, the "Omega Master Lease Agreement," and together with any other documents executed and delivered in connection therewith, the "Omega Master Lease Documents"), by and among the entities party thereto from time to time collectively as a "Landlord" (the "Omega Master Lease Landlord") and Alpha Health Care Properties, LLC as tenant, (the "Omega Master Lease Tenant") pursuant to which the Omega Master Lease Landlord leased certain properties (the "Leased Properties") to the Omega Master Lease Tenant on the terms set forth in the Omega Master Lease Documents. As more fully set forth in the Omega Master Lease Documents, the Omega Master Lease Obligations (as defined below) are unconditionally and irrevocably guaranteed by the certain of those entities who provided a Guaranty (as defined therein) in connection therewith, (collectively, the "Omega Master Lease Guarantors," and together with the Omega Master Lease Tenant, the "Omega Master Lease Obligors").

The Omega Master Lease Obligors, granted to those entities listed on **Exhibit C** hereto (collectively, the "Omega Master Lease Secured Parties"), valid and properly perfected continuing liens on and security interests in (the "Prepetition Omega Master Lease Liens") all "Collateral" as defined in the Omega Master

Lease Documents (collectively, the "Prepetition Master Lease Collateral") (it being understood that the term "Prepetition Omega Master Lease Collateral" does not include any property or assets that have been expressly excluded from such definition in the Omega Master Lease Documents).

As of the Petition Date, the Omega Master Lease Obligors were justly and lawfully indebted and liable to the Omega Master Lease Landlord and the Omega Master Lease Secured Parties, without defense, counterclaim, or offset of any kind, in the aggregate amount of not less than $32,617,019.44 in principal amount of unpaid Rent under the Omega Master Lease Obligors Documents, plus any and all unpaid interest (including default interest), reimbursement obligations, fees, costs, expenses (including, without limitation, attorneys' fees, financial advisors' fees, related expenses and disbursements), charges, disbursements, indemnification obligations, and any other amounts, contingent or otherwise, whenever arising or accruing, that may be due, owing, or chargeable in respect thereof, in each case, to the extent provided in the Omega Master Lease Documents, (collectively, the "Omega Master Lease Obligations").

Prepetition Omega Term Loan Facility

That certain Credit and Security Agreement, dated as of March 25, 2022 (as otherwise amended, supplemented, or otherwise modified from time to time, the "Omega Term Loan Credit Agreement," and together with any other documents executed and delivered in connection therewith, the "Omega Term Loan Documents"; the Omega Term Loan Documents, together with the Omega Master Lease Documents, the "Prepetition Omega Loan Documents"; and the Prepetition Omega Loan Documents, together with the Prepetition ABL Documents, the "Prepetition Loan Documents"), by and among Debtor LaVie Care Centers, LLC and its other affiliates and subsidiaries identified therein as "Borrowers" (collectively, the "Omega Term Loan Obligors"), OHI Mezz Lender, LLC and the other financial institutions party thereto from time to time as lenders (the "Omega Term Loan Lenders"), and OHI Mezz Lender, LLC, as agent for the Omega Term Loan Lenders (in such capacity, the "Omega Term Loan Agent," and together with the Omega Term Loan Lenders, the "Omega Secured Parties"; the Omega Secured Parties, together with the Omega Master Lease Secured Parties, the "Prepetition Omega Secured Parties"; and Prepetition Omega Secured Parties, together with the Prepetition ABL Secured Parties, the "Prepetition Secured Parties").

The Omega Term Loan Obligors, granted to the Omega Term Loan Agent, for the benefit of itself and the Omega Term Loan Lenders, valid and properly perfected continuing liens on and security interests in (the "Prepetition Omega Term Loan Liens"; the Prepetition Omega Term Loan Liens, together with the Prepetition Omega Master Lease Liens and the Prepetition ABL Liens, the "Prepetition Liens") all "Collateral" as defined in the Omega Term Loan Documents (collectively, the "Prepetition Omega Term Loan Collateral"; the Prepetition Omega Term Loan Collateral, together with the Prepetition Omega Master Lease Collateral and the Prepetition ABL Collateral, the "Prepetition Collateral") (it being understood that the term "Prepetition Omega Term Loan Collateral" does not include any property or assets that have been expressly excluded from such definition in the Omega Term Loan Documents).

As of the Petition Date, the Omega Term Loan Obligors were justly and lawfully indebted and liable to the Omega Term Loan Agent and the Omega Term Loan Lenders, without defense, counterclaim, or offset of any kind, in the aggregate amount of not less than $26,952,146.54 on account of loans outstanding under the Omega Term Loan Documents, plus any and all unpaid interest (including default interest), reimbursement obligations, fees, costs, expenses (including, without limitation, attorneys' fees, financial advisors' fees, related expenses and disbursements), charges, disbursements, indemnification obligations, and any other amounts, contingent or otherwise, whenever arising or accruing, that may be due, owing, or chargeable in respect thereof, in each case, to the extent provided in the Omega Term Loan Documents, (collectively, the "Omega Term Loan Obligations"; the Omega Term Loan Obligations, together with the Omega Master Lease Obligations, the "Prepetition Omega Secured Obligations"); and the Prepetition

Omega Secured Obligations, together with the Prepetition ABL Obligations, the "Prepetition Secured Obligations").

Priority of Prepetition Liens; Intercreditor Agreements.

ABL/Omega Term Loan Intercreditor Agreement. The Prepetition ABL Agent and the Omega Term Loan Agent entered into that certain Intercreditor Agreement, dated as of March 25, 2022 (as otherwise amended, supplemented, or otherwise modified from time to time, the "ABL/Omega Term Loan Intercreditor Agreement"), to govern the respective rights, interests, obligations, priority and positions of the Prepetition ABL Obligations and the Omega Term Loan Obligations with respect to certain of the Prepetition ABL Collateral and the Omega Term Loan Collateral (it being understood that certain Prepetition ABL Collateral is not also Omega Term Loan Collateral subject to the ABL/Omega Term Loan Intercreditor Agreement because certain ABL Borrowers are not also Omega Term Loan Obligors). Certain of the Debtors under the Prepetition Loan Documents acknowledged and agreed to the ABL/Omega Term Loan Intercreditor Agreement. Prepetition ABL Agent and Omega Term Loan Agent agree that the following Debtors shall be "Revolving Borrowers" (as defined in the ABL/Omega Term Loan Intercreditor Agreement) under the ABL/Omega Term Loan Intercreditor Agreement as if included on Schedule A to the ABL/Omega Term Loan Intercreditor Agreement: Forrest Oakes Healthcare, LLC, Glenburney Healthcare, LLC, Hilltop Mississippi Healthcare, LLC, Oak Grove Healthcare, LLC, Riley Healthcare, LLC, Starkville Manor Healthcare, LLC, Valley View Healthcare, LLC, Willowbrook Healthcare, LLC and Winona Manor Healthcare, LLC.

ABL/Omega Landlord Intercreditor Agreement. The Prepetition ABL Agent, the Omega Master Lease Landlord and certain of the Debtors party to the Omega Master Lease Documents entered into that certain Seventh Amended and Restated Subordination and Intercreditor Agreement, dated as of April 1, 2024 (the "ABL/Omega Landlord Intercreditor Agreement," and together with the ABL/Omega Term Loan Intercreditor Agreement, the "Intercreditor Agreements"), to govern the respective rights, interests, obligations, priority and positions of the Prepetition ABL Obligations and the Omega Master Lease Obligations with respect to certain of the Prepetition ABL Collateral and the Omega Landlord Collateral (it being understood that certain Prepetition ABL Collateral is not also Omega Landlord Collateral subject to the ABL/Omega Landlord Intercreditor Agreement because certain ABL Borrowers are not also Omega Master Lease Obligors).

EXHIBIT A

Budget

[Attached]

LaVie Care Centers, LLC, et al.
Initial DIP Budget

	($ in millions)	wk 1 Budget 6/7/24	wk 2 Budget 6/14/24	wk 3 Budget 6/21/24	wk 4 Budget 6/28/24	wk 5 Budget 7/5/24	5-Wk Budget Total
1	**Total Receipts**	**$ 4.8**	**$ 8.9**	**$ 5.0**	**$ 11.2**	**$ 4.9**	**$ 34.8**
2	Payroll, Taxes, and Benefits	(3.7)	(3.1)	(3.5)	(3.4)	(3.7)	(17.4)
3	Insurance	(0.1)	(0.1)	(0.1)	-	(0.7)	(1.0)
4	Bed, Property & Sales Taxes	(0.3)	(1.0)	(0.5)	(0.4)	(0.1)	(2.3)
5	Utilities	-	-	-	-	-	-
6	Cost Report Settlements	(0.7)	-	-	-	-	(0.7)
7	Management Fees	(0.7)	(0.3)	(0.1)	(0.6)	(0.4)	(2.2)
8	Rent Payments	(4.4)	-	-	-	(4.4)	(8.8)
9	Other Operating Expenses	(3.6)	(1.2)	(0.9)	(1.5)	(3.7)	(10.9)
10	**Total Operating Disbursements**	**$ (13.4)**	**$ (5.8)**	**$ (5.1)**	**$ (5.9)**	**$ (13.0)**	**$ (43.3)**
11	ABL Debt Service	(0.3)	-	-	-	(0.2)	(0.5)
12	Other Non-Operating	(1.6)	(0.5)	(0.1)	(0.5)	(0.4)	(3.1)
13	**Total Non-Operating Disbursements**	**$ (1.9)**	**$ (0.5)**	**$ (0.1)**	**$ (0.5)**	**$ (0.6)**	**$ (3.6)**
14	DIP Loan Interest & Fees	-	-	-	-	-	-
15	Pro Fees & Expenses	(0.5)	-	-	(0.1)	(2.9)	(3.5)
16	US Trustee	-	-	-	-	-	-
17	503(b)(9) Claims	-	-	-	-	-	-
18	Adequate Assurance Deposit	-	-	(0.6)	-	-	(0.6)
19	**Total Restructuring Disbursements**	**$ (0.5)**	**$ -**	**$ (0.6)**	**$ (0.1)**	**$ (2.9)**	**$ (4.0)**
20	**Net Cash Flow**	**$ (11.0)**	**$ 2.6**	**$ (0.8)**	**$ 4.7**	**$ (11.6)**	**$ (16.1)**
21	Beginning Book Cash Balance	$ 5.2	$ 3.2	$ 5.8	$ 5.0	$ 9.7	$ 5.2
22	(+/-): Net Cash Flow	(11.0)	2.6	(0.8)	4.7	(11.6)	(16.1)
23	(+/-) DIP Draws (Paydowns)	9.0	-	-	-	5.0	14.0
24	**Ending Book Cash Balance**	**$ 3.2**	**$ 5.8**	**$ 5.0**	**$ 9.7**	**$ 3.1**	**$ 3.1**
25	**DIP Loan:**						
26	Beginning DIP Balance	$ -	$ 9.6	$ 9.6	$ 9.6	$ 9.6	$ -
27	(+/-): Draws	9.0	-	-	-	5.0	14.0
28	(+/-): PIK Interest	-	-	-	-	0.1	0.1
29	(+/-): PIK Fees	0.6	-	-	-	-	0.6
30	**Ending DIP Balance**	**$ 9.6**	**$ 9.6**	**$ 9.6**	**$ 9.6**	**$ 14.7**	**$ 14.7**
31	**Unused DIP Availability**	**$ 11.0**	**$ 11.0**	**$ 11.0**	**$ 11.0**	**$ 6.0**	**$ 6.0**

EXHIBIT B

Guarantor Entities

Debtor Entity
10040 Hillview Road Operations LLC
1010 Carpenters Way Operations LLC
1026 Albee Farm Road Operations LLC
1061 Virginia Street Operations LLC
1111 Drury Lane Operations LLC
1120 West Donegan Avenue Operations LLC
11565 Harts Road Operations LLC
12170 Cortez Boulevard Operations LLC
125 Alma Boulevard Operations LLC
1445 Howell Avenue Operations LLC
1465 Oakfield Drive Operations LLC
1507 South Tuttle Avenue Operations LLC
15204 West Colonial Drive Operations LLC
1550 Jess Parrish Court Operations LLC
1615 Miami Road Operations LLC
1820 Shore Drive Operations LLC
1851 Elkcam Boulevard Operations LLC
1937 Jenks Avenue Operations LLC
195 Mattie M. Kelly Boulevard Operations LLC
216 Santa Barbara Boulevard Operations LLC
2333 North Brentwood Circle Operations LLC
2401 NE 2nd Street Operations LLC
2826 Cleveland Avenue Operations LLC
2916 Habana Way Operations LLC
2939 South Haverhill Road Operations LLC
3001 Palm Coast Parkway Operations LLC
3101 Ginger Drive Operations LLC
3110 Oakbridge Boulevard Operations LLC
3735 Evans Avenue Operations LLC
3825 Countryside Boulevard Operations LLC
3920 Rosewood Way Operations LLC
4200 Washington Street Operations LLC
4641 Old Canoe Creek Road Operations LLC
500 South Hospital Drive Operations LLC
5065 Wallis Road Operations LLC
518 West Fletcher Avenue Operations LLC
5405 Babcock Street Operations LLC

Debtor Entity
611 South 13th Street Operations LLC
626 North Tyndall Parkway Operations LLC
6305 Cortez Road West Operations LLC
6414 13th Road South Operations LLC
650 Reed Canal Road Operations LLC
6700 NW 10th Place Operations LLC
702 South Kings Avenue Operations LLC
710 North Sun Drive Operations LLC
741 South Beneva Road Operations LLC
777 Ninth Street North Operations LLC
7950 Lake Underhill Road Operations LLC
9035 Bryan Dairy Road Operations LLC
9311 South Orange Blossom Trail Operations LLC
9355 San Jose Boulevard Operations LLC
Alpha Health Care Properties, LLC
Ambassador Ancillary Services, LLC
Ambassador Rehabilitative Services, LLC
Ashland Facility Operations, LLC
Ashton Court HealthCare, LLC
Assisted Living at Frostburg Village Facility Operations, LLC
Augusta Facility Operations, LLC
Augusta Health Care Properties, LLC
Baya Nursing and Rehabilitation, LLC
Bayonet Point Facility Operations, LLC
Bossier HealthCare, LLC
Brandon Facility Operations, LLC
Brentwood Meadow Health Care Associates, LLC
Briley Facility Operations, LLC
Brownsboro Hills HealthCare, LLC
Canonsburg Property Investors, LLC
Capital Health Care Associates, LLC
Cardinal North Carolina HealthCare, LLC
Carey Facility Operations, LLC
Cary HealthCare, LLC
Catalina Gardens Health Care Associates, LLC
Catalina Health Care Associates, LLC
Centennial Acquisition Corporation
Centennial Employee Management, LLC
Centennial Five Star Master Tenant, LLC
Centennial HealthCare Corporation

Debtor Entity
Centennial Healthcare Holding Company LLC
Centennial HealthCare Investment Corporation
Centennial HealthCare Management Corporation
Centennial HealthCare Properties Corporation
Centennial Healthcare Properties, LLC
Centennial Management Investment, LLC
Centennial Master Subtenant, LLC
Centennial Master Tenant, LLC
Centennial Newco Holding Company, LLC
Centennial Professional Therapy Services Corporation
Centennial SEHC Master Tenant LLC
Centennial Service Corporation - Grant Park
Charlwell HealthCare, LLC
Chenal HealthCare, LLC
Cheswick Facility Operations, LLC
CHIC Holding Company, LLC
CHMC Holding Company, LLC
CHPC Holding Company, LLC
Clay County HealthCare, LLC
Clearwater HealthCare, LLC
Coastal Administrative Services, LLC
Coastal Management Investment, LLC
Consulate EV Acquisition, LLC
Consulate EV Master Tenant, LLC
Consulate EV Operations I, LLC
Consulate Facility Leasing, LLC
Consulate Management Company III, LLC
Consulate MZHBS Leaseholdings, LLC
Consulate NHCG Leaseholdings, LLC
Country Meadow Facility Operations, LLC
Crestline Facility Operations, LLC
Cypress Manor Health Care Associates, LLC
Cypress Square Health Care Associates, LLC
D.C. Medical Investors Limited Partnership
Donegan Square Health Care Associates, LLC
Down East HealthCare, LLC
Edinborough Square Health Care Associates, LLC
Emerald Ridge HealthCare, LLC
Envoy Health Care, LLC
Envoy Management Company, LLC

Debtor Entity
Envoy of Alexandria, LLC
Envoy of Denton, LLC
Envoy of Forest Hills, LLC
Envoy of Fork Union, LLC
Envoy of Goochland, LLC
Envoy of Lawrenceville, LLC
Envoy of Norfolk, LLC
Envoy of Pikesville, LLC
Envoy of Richmond, LLC
Envoy of Somerset, LLC
Envoy of Staunton, LLC
Envoy of Williamsburg, LLC
Envoy of Winchester, LLC
Envoy of Woodbridge, LLC
Epsilon Health Care Properties, LLC
Ferriday HealthCare, LLC
FLLVMT, LLC
Florida Health Care Properties, LLC
Floridian Facility Operations, LLC
Forrest Oakes HealthCare, LLC
Franklinton HealthCare, LLC
Frostburg Facility Operations, LLC
Garden Court HealthCare, LLC
Gateway HealthCare, LLC
Genoa Healthcare Consulting, LLC
Genoa Healthcare Group, LLC
Glenburney HealthCare, LLC
Grant Park Nursing Home Limited Partnership
Grayson Facility Operations, LLC
Green Cove Facility Operations, LLC
Greenfield Facility Operations, LLC
Harbor Pointe Facility Operations, LLC
HFLLVMT, LLC
Hilltop Mississippi HealthCare, LLC
Hilltopper Holding Corp.
Hollywell HealthCare, LLC
Hunter Woods HealthCare, LLC
Hurstbourne HealthCare, LLC
Jacksonville Facility Operations, LLC
Jennings HealthCare, LLC

Debtor Entity
Josera, LLC
Kannapolis HealthCare, LLC
KD HealthCare, LLC
Kenton Facility Operations, LLC
Kenwood View HealthCare, LLC
Kimwell HealthCare, LLC
Kings Daughters Facility Operations, LLC
Kissimmee Facility Operations, LLC
Lake Parker Facility Operations, LLC
Lakeland Facility Operations, LLC
Legends Facility Operations, LLC
Level Up Staffing, LLC
Libby HealthCare, LLC
Lidenskab, LLC
Lincoln Center HealthCare, LLC
Locust Grove Facility Operations, LLC
LTC Insurance Associates, LLC
Lucasville I Facility Operations, LLC
Lucasville II Facility Operations, LLC
Luther Ridge Facility Operations, LLC
LV CHC Holdings I, LLC
LV Operations I, LLC
LV Operations II, LLC
LVE Holdco, LLC
LVE Master Tenant 1, LLC
LVE Master Tenant 2, LLC
LVE Master Tenant 3, LLC
LVE Master Tenant 4, LLC
LVFH Master Tenant, LLC
LVLUPH, LLC
MA HealthCare Holding Company, LLC
Manor at St. Luke Village Facility Operations, LLC
McComb HealthCare, LLC
Melbourne Facility Operations, LLC
Miami Facility Operations, LLC
Milton HealthCare, LLC
Montclair HealthCare, LLC
Mount Royal Facility Operations, LLC
NENC HealthCare Holding Company, LLC
New Harmonie HealthCare, LLC

Debtor Entity
New Port Richey Facility Operations, LLC
Newport News Facility Operations, LLC
Norfolk Facility Operations, LLC
North Carolina Master Tenant, LLC
North Fort Myers Facility Operations, LLC
North Strabane Facility Operations, LLC
Oak Grove HealthCare, LLC
Oaks at Sweeten Creek HealthCare, LLC
Omro HealthCare, LLC
Onetete, LLC
Orange Park Facility Operations, LLC
Osprey Nursing and Rehabilitation, LLC
Paloma Blanca Health Care Associates, LLC
Parkside Facility Operations, LLC
Parkview Facility Operations, LLC
Parkview HealthCare, LLC
Parkview Manor HealthCare, LLC
Parkwell HealthCare, LLC
Pavilion at St. Luke Village Facility Operations, LLC
Penn Village Facility Operations, LLC
Pennknoll Village Facility Operations, LLC
Pensacola Facility Operations, LLC
Perry Facility Operations, LLC
Perry Village Facility Operations, LLC
Pheasant Ridge Facility Operations, LLC
Piketon Facility Operations, LLC
Pine River HealthCare, LLC
Pinelake HealthCare, LLC
Pinewood HealthCare, LLC
Port Charlotte Facility Operations, LLC
QCPMT, LLC
RAC Insurance Investors, LLC
Reeders Facility Operations, LLC
Retirement Village of North Strabane Facility Operations, LLC
Ridgewood Facility Operations, LLC
Riley HealthCare, LLC
Rispetto, LLC
Riverbend HealthCare, LLC
Riverview of Ann Arbor HealthCare, LLC
Royal Terrace HealthCare, LLC

Debtor Entity
Safety Harbor Facility Operations, LLC
Salus Management Investment, LLC
Sarasota Facility Operations, LLC
Sea Crest Management Investment, LLC
Sheridan Indiana HealthCare, LLC
Shoreline Healthcare Management, LLC
Skyline Facility Operations, LLC
Southpoint Health Care Associates, LLC
St. Petersburg Facility Operations, LLC
Starkville Manor HealthCare, LLC
Stratford Facility Operations, LLC
Summit Facility Operations, LLC
Susquehanna Village Facility Operations, LLC
Swan Pointe Facility Operations, LLC
Tallahassee Facility Operations, LLC
Tarpon Health Care Associates, LLC
THS Partners I, Inc.
THS Partners II, Inc.
Tosturi, LLC
Transitional Health Partners
Transitional Health Services, Inc.
Valley View HealthCare, LLC
VAPAMT, LLC
Vero Beach Facility Operations, LLC
VNTG HD Master Tenant, LLC
Walnut Cove HealthCare, LLC
Wayne HealthCare, LLC
Wellington HealthCare, LLC
Wellston Facility Operations, LLC
West Altamonte Facility Operations, LLC
West Palm Beach Facility Operations, LLC
Westerville Facility Operations, LLC
Westwood HealthCare, LLC
Whispering Hills Facility Operations, LLC
Whitehall of Ann Arbor HealthCare, LLC
Whitehall of Novi HealthCare, LLC
Williamsburg Facility Operations, LLC
Willowbrook HealthCare, LLC
Wilora Lake HealthCare, LLC
Windsor Facility Operations, LLC

Debtor Entity
Winona Manor HealthCare, LLC
Winter Haven Facility Operations, LLC
Woodbine HealthCare, LLC
Woodstock Facility Operations, LLC

EXHIBIT C

Omega Master Lease Secured Parties

1. CSE Arden LP
2. CSE Knightdale LP
3. CSE Lenoir LP
4. CSE Walnut Cove LP
5. CSE Woodfin LP
6. Everett Re Owner LLC
7. FC Encore Albemarle, LLC
8. FC Encore Andrews, LLC
9. FC Encore Archdale, LLC
10. FC Encore Cary, LLC
11. FC Encore Charlotte, LLC
12. FC Encore Kannapolis, LLC
13. FC Encore McComb, LLC
14. FC Encore Meridian, LLC
15. FC Encore Natchez, LLC
16. FC Encore Rutherfordton, LLC
17. FC Encore Starkville, LLC
18. FC Encore Union, LLC
19. FC Encore Winona, LLC
20. FC Encore Yadkinville, LLC
21. Hazleton Re Owner LLC
22. Hazleton Re Owner LLC
23. Mifflin Re Owner LLC
24. OHI Asset (VA) Ashland, LLC
25. OHI Asset (VA) Norfolk, LLC
26. Pottsville Re Owner LLC
27. Selinsgrove Re Owner LLC

EXHIBIT 2

Initial DIP Budget

LaVie Care Centers, LLC, et al.
Initial DIP Budget

	($ in millions)	wk 1 Budget 6/7/24	wk 2 Budget 6/14/24	wk 3 Budget 6/21/24	wk 4 Budget 6/28/24	wk 5 Budget 7/5/24	5-Wk Budget Total
1	**Total Receipts**	**$ 4.8**	**$ 8.9**	**$ 5.0**	**$ 11.2**	**$ 4.9**	**$ 34.8**
2	Payroll, Taxes, and Benefits	(3.7)	(3.1)	(3.5)	(3.4)	(3.7)	(17.4)
3	Insurance	(0.1)	(0.1)	(0.1)	-	(0.7)	(1.0)
4	Bed, Property & Sales Taxes	(0.3)	(1.0)	(0.5)	(0.4)	(0.1)	(2.3)
5	Utilities	-	-	-	-	-	-
6	Cost Report Settlements	(0.7)	-	-	-	-	(0.7)
7	Management Fees	(0.7)	(0.3)	(0.1)	(0.6)	(0.4)	(2.2)
8	Rent Payments	(4.4)	-	-	-	(4.4)	(8.8)
9	Other Operating Expenses	(3.6)	(1.2)	(0.9)	(1.5)	(3.7)	(10.9)
10	**Total Operating Disbursements**	**$ (13.4)**	**$ (5.8)**	**$ (5.1)**	**$ (5.9)**	**$ (13.0)**	**$ (43.3)**
11	ABL Debt Service	(0.3)	-	-	-	(0.2)	(0.5)
12	Other Non-Operating	(1.6)	(0.5)	(0.1)	(0.5)	(0.4)	(3.1)
13	**Total Non-Operating Disbursements**	**$ (1.9)**	**$ (0.5)**	**$ (0.1)**	**$ (0.5)**	**$ (0.6)**	**$ (3.6)**
14	DIP Loan Interest & Fees	-	-	-	-	-	-
15	Pro Fees & Expenses	(0.5)	-	-	(0.1)	(2.9)	(3.5)
16	US Trustee	-	-	-	-	-	-
17	503(b)(9) Claims	-	-	-	-	-	-
18	Adequate Assurance Deposit	-	-	(0.6)	-	-	(0.6)
19	**Total Restructuring Disbursements**	**$ (0.5)**	**$ -**	**$ (0.6)**	**$ (0.1)**	**$ (2.9)**	**$ (4.0)**
20	**Net Cash Flow**	**$ (11.0)**	**$ 2.6**	**$ (0.8)**	**$ 4.7**	**$ (11.6)**	**$ (16.1)**
21	Beginning Book Cash Balance	$ 5.2	$ 3.2	$ 5.8	$ 5.0	$ 9.7	$ 5.2
22	(+/-): Net Cash Flow	(11.0)	2.6	(0.8)	4.7	(11.6)	(16.1)
23	(+/-) DIP Draws (Paydowns)	9.0	-	-	-	5.0	14.0
24	**Ending Book Cash Balance**	**$ 3.2**	**$ 5.8**	**$ 5.0**	**$ 9.7**	**$ 3.1**	**$ 3.1**
25	**DIP Loan:**						
26	Beginning DIP Balance	$ -	$ 9.6	$ 9.6	$ 9.6	$ 9.6	$ -
27	(+/-): Draws	9.0	-	-	-	5.0	14.0
28	(+/-): PIK Interest	-	-	-	-	0.1	0.1
29	(+/-): PIK Fees	0.6	-	-	-	-	0.6
30	**Ending DIP Balance**	**$ 9.6**	**$ 9.6**	**$ 9.6**	**$ 9.6**	**$ 14.7**	**$ 14.7**
31	**Unused DIP Availability**	**$ 11.0**	**$ 11.0**	**$ 11.0**	**$ 11.0**	**$ 6.0**	**$ 6.0**

Distribution List

LaVie Care Centers, LLC
c/o Ankura Consulting Group, LLC,
485 Lexington Avenue, 10th Floor,
New York, NY 10017
Attn: M. Benjamin Jones

Daniel M. Simon
McDermott Will & Emery LLP
1180 Peachtree Street NE, Suite 3350
Atlanta, GA 30309

Emily C. Keil
McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, IL 60606

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245

Jonathan S. Adams
Office of the United States Trustee
362 Richard Russell Federal Building
75 Ted Turner Drive, SW
Atlanta, GA 30303

EXHIBIT D TO CREDIT AGREEMENT (RESERVED)

EXHIBIT E TO CREDIT AGREEMENT (PAYMENT NOTIFICATION)

PAYMENT NOTIFICATION

This Payment Notification is given by _____, a Responsible Officer of LAVIE CARE CENTERS, LLC, a Delaware limited liability company (the "**Borrower**"), pursuant to that certain Junior Secured Debtor-in-Possession Credit and Guaranty Agreement dated as of June [ ], 2024 among the Borrower (together with each other person joining the Credit Agreement as a Borrower, the "**Borrowers**"), the other Persons listed on Annex B to the Credit Agreement as guarantors and any additional guarantors that may thereafter be added thereto (each individual a "**Guarantor**" and collectively, "**Guarantors**"), OHI DIP LENDER, individually as a Lender and as Administrative Agent, TIX 33433 LLC, individually as a Lender and as Collateral Agent, and the financial institutions or other entities from time to time parties thereto, each as a Lender (as such agreement may have been amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"). Capitalized terms used herein without definition shall have the meanings set forth in the Credit Agreement.

Please be advised that funds in the amount of $_____ will be wire transferred to the Administrative Agent on _____, 20___. Such funds shall constitute an optional prepayment of the Term Loans, with such prepayments to be applied in the manner specified in Section 2.1(a)(iii).

Email to OHI (dbooth@omegahealthcare.com[, mkrull@omegahealthcare.com and vgupta@omegahealthcare.com]) no later than noon Eastern time.

Note: Funds must be received in the Payment Account by no later than noon Eastern time on a Business Day for same day application

IN WITNESS WHEREOF, the undersigned officer has executed and delivered this Payment Notification this ____ day of _____, 202__.

Sincerely,

LAVIE CARE CENTERS, LLC

By: _____
Name: _____
Title: _____

Schedules Intentionally Omitted and Available Upon Request

Distribution List

LaVie Care Centers, LLC
c/o Ankura Consulting Group, LLC,
485 Lexington Avenue, 10th Floor,
New York, NY 10017
Attn: M. Benjamin Jones

Daniel M. Simon
McDermott Will & Emery LLP
1180 Peachtree Street NE, Suite 3350
Atlanta, GA 30309

Emily C. Keil
McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, IL 60606

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245

Jonathan S. Adams
Office of the United States Trustee
362 Richard Russell Federal Building
75 Ted Turner Drive, SW
Atlanta, GA 30303

LaVie Care Centers, LLC, et al.
Updated DIP Budget

		wk 1	wk 2	wk 3	wk 4	wk 5	wk 6	wk 7	wk 8	wk 9	wk 10	wk 11	wk 12	wk 13	13-Wk
		Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget	Budget
($ in millions)		6/28/24	7/5/24	7/12/24	7/19/24	7/26/24	8/2/24	8/9/24	8/16/24	8/23/24	8/30/24	9/6/24	9/13/24	9/20/24	Total
1	**Total Receipts**	**$ 7.4**	**$ 2.1**	**$ 11.1**	**$ 7.2**	**$ 10.9**	**$ 5.6**	**$ 7.8**	**$ 6.5**	**$ 8.1**	**$ 4.8**	**$ 5.1**	**$ 10.8**	**$ 7.0**	**$ 94.2**
2	Payroll, Taxes, and Benefits	(3.4)	(3.7)	(3.1)	(4.3)	(3.4)	(3.7)	(3.1)	(3.5)	(3.2)	(3.6)	(3.2)	(3.6)	(3.0)	(44.8)
3	Insurance	-	(0.7)	-	(0.2)	-	(0.8)	-	-	-	-	(0.8)	-	-	(2.6)
4	Bed, Property & Sales Taxes	(0.5)	(0.2)	(3.9)	(0.1)	(0.3)	(0.1)	(0.1)	(1.0)	(0.7)	(0.1)	(0.1)	(0.1)	(2.9)	(10.0)
5	Utilities	-	-	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(0.2)	(2.3)
6	Cost Report Settlements	-	(0.7)	-	-	-	-	-	-	-	-	-	-	-	(0.7)
7	Management Fees	(0.5)	(0.1)	(0.4)	(0.5)	(0.3)	(0.2)	(0.4)	(0.5)	(0.3)	(0.1)	(0.4)	(0.4)	(0.2)	(4.4)
8	Rent Payments	-	(4.4)	-	-	-	(4.4)	-	-	-	-	(4.4)	-	-	(13.3)
9	Other Operating Expenses	(3.1)	(3.5)	(1.1)	(2.5)	(0.7)	(3.4)	(0.7)	(2.5)	(0.7)	(0.7)	(3.4)	(0.7)	(2.5)	(25.7)
10	**Total Operating Disbursements**	**$ (7.6)**	**$ (13.4)**	**$ (8.7)**	**$ (7.8)**	**$ (5.0)**	**$ (12.8)**	**$ (4.5)**	**$ (7.7)**	**$ (5.1)**	**$ (4.7)**	**$ (12.6)**	**$ (4.9)**	**$ (8.8)**	**$ (103.6)**
11	ABL Debt Service	-	(0.3)	-	-	-	(0.2)	-	-	-	-	(0.3)	-	-	(0.9)
12	Other Non-Operating	(0.3)	(2.2)	(0.2)	(0.6)	(0.3)	(0.1)	(0.0)	(0.2)	(0.0)	(0.2)	(0.0)	(0.2)	(0.0)	(4.2)
13	**Total Non-Operating Disbursements**	**$ (0.3)**	**$ (2.5)**	**$ (0.2)**	**$ (0.6)**	**$ (0.3)**	**$ (0.3)**	**$ (0.0)**	**$ (0.2)**	**$ (0.0)**	**$ (0.2)**	**$ (0.4)**	**$ (0.2)**	**$ (0.0)**	**$ (5.1)**
14	DIP Loan Interest & Fees	-	-	-	-	-	-	-	-	-	-	-	-	(0.6)	(0.6)
15	Pro Fees & Expenses	(0.6)	(3.1)	(1.0)	(0.7)	(0.8)	(0.8)	(0.6)	(0.6)	(0.9)	(0.8)	(1.1)	(1.0)	(1.8)	(13.9)
16	US Trustee	-	-	-	(0.2)	-	-	-	-	-	-	-	-	(0.5)	(0.7)
17	503(b)(9) Claims	-	-	-	-	-	-	-	-	-	-	-	-	(0.6)	(0.6)
18	Adequate Assurance Deposit	(0.6)	-	-	-	-	-	-	-	-	-	-	-	0.4	(0.1)
19	**Total Restructuring Disbursements**	**$ (1.2)**	**$ (3.1)**	**$ (1.0)**	**$ (0.9)**	**$ (0.8)**	**$ (0.8)**	**$ (0.6)**	**$ (0.6)**	**$ (0.9)**	**$ (0.8)**	**$ (1.1)**	**$ (1.0)**	**$ (3.1)**	**$ (15.2)**
20	**Net Cash Flow**	**$ (1.6)**	**$ (16.8)**	**$ 1.2**	**$ (2.1)**	**$ 4.9**	**$ (8.3)**	**$ 2.6**	**$ (2.0)**	**$ 2.0**	**$ (1.0)**	**$ (8.9)**	**$ 4.7**	**$ (4.9)**	**$ (30.3)**
21	Beginning Book Cash Balance	$ 23.2	$ 21.5	$ 4.7	$ 5.9	$ 3.8	$ 8.7	$ 4.4	$ 7.0	$ 5.0	$ 7.0	$ 6.0	$ 4.1	$ 8.8	$ 23.2
22	(+/-): Net Cash Flow	(1.6)	(16.8)	1.2	(2.1)	4.9	(8.3)	2.6	(2.0)	2.0	(1.0)	(8.9)	4.7	(4.9)	(30.3)
23	(+/-) DIP Draws (Paydowns)	-	-	-	-	-	4.0	-	-	-	-	7.0	-	-	7.0
24	**Ending Book Cash Balance**	**$ 21.5**	**$ 4.7**	**$ 5.9**	**$ 3.8**	**$ 8.7**	**$ 4.4**	**$ 7.0**	**$ 5.0**	**$ 7.0**	**$ 6.0**	**$ 4.1**	**$ 8.8**	**$ 3.8**	**$**
25	**DIP Loan:**														
26	Beginning DIP Balance	$ 9.6	$ 9.6	$ 9.7	$ 9.7	$ 9.7	$ 9.7	$ 13.8	$ 13.8	$ 13.8	$ 13.8	$ 13.8	$ 20.9	$ 20.9	$ 9.6
27	(+/-): Draws	-	-	-	-	-	4.0	-	-	-	-	7.0	-	-	11.0
28	(+/-): PIK Interest	-	0.1	-	-	-	0.1	-	-	-	-	0.1	-	0.2	0.5
29	(+/-): PIK Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
30	**Ending DIP Balance**	**$ 9.6**	**$ 9.7**	**$ 9.7**	**$ 9.7**	**$ 9.7**	**$ 13.8**	**$ 13.8**	**$ 13.8**	**$ 13.8**	**$ 13.8**	**$ 20.9**	**$ 20.9**	**$ 21.1**	**$ 21.1**
31	**Unused DIP Availability**	**$ 11.0**	**$ 11.0**	**$ 11.0**	**$ 11.0**	**$ 11.0**	**$ 7.0**	**$ 7.0**	**$ 7.0**	**$ 7.0**	**$ 7.0**	**$ -**	**$ -**	**$ -**	**$**