



**IT IS ORDERED as set forth below:**

**Date: October 1, 2024**

*Paul Baisier*

**Paul Baisier  
U.S. Bankruptcy Court Judge**

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

In re:

LAVIE CARE CENTERS, LLC, *et al.*<sup>1</sup>

Debtors.

) Chapter 11

) Case No. 24-55507 (PMB)

) (Jointly Administered)

) Related to Docket Nos. 316, 438, 461, 463

**ORDER (I) CONDITIONALLY APPROVING DISCLOSURE STATEMENT, (II) SCHEDULING COMBINED HEARING FOR NOVEMBER 14, 2024 AT 9:30 A.M. (PREVAILING EASTERN TIME), (III) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES ON PLAN, (IV) APPROVING CERTAIN FORMS AND NOTICES, AND (V) GRANTING RELATED RELIEF**

<sup>1</sup> 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.veritaglobal.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 “Motion”)<sup>2</sup> of the above-captioned Debtors, filed on August 7, 2024 at Docket No. 316, as amended by the *Notice of Revised Proposed Order (I) Conditionally Approving Disclosure Statement, (II) Scheduling Combined Hearing, (III) Establishing Procedures for Solicitation and Tabulation of Votes on Plan, (IV) Approving Certain Forms and Notices, and (V) Granting Related Relief* filed on September 27, 2024 at Docket No. 463, for entry of an order (a) granting conditional approval of the adequacy of information and disclosures in the Disclosure Statement, (b) approving the Solicitation and Voting Procedures, (c) approving the form of Ballots and notices in connection therewith, and (d) approving certain deadlines with respect to the voting and confirmation process, all as more fully set forth in the Motion and herein; and the Debtors having filed the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* filed on September 26, 2024 at Docket No. 461 (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof and all exhibits thereto and as amended, supplemented, or otherwise modified, the “Plan”, and together with the Disclosure Statement, as amended, supplemented, or otherwise modified, the “Combined Disclosure Statement and Plan”); and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth

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<sup>2</sup> Capitalized terms that are not otherwise defined herein have the meanings ascribed to them in the Motion or the Combined Disclosure Statement and Plan, as applicable and each as defined herein.

in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby:

**ORDERED, ADJUDGED, AND DECREED that:**

1. The Motion is **GRANTED** as set forth herein.
2. Conditional Approval of the Disclosures. The Disclosure Statement contains adequate information within the meaning of Bankruptcy Code section 1125 for purposes of solicitation only and is **CONDITIONALLY APPROVED**, subject to final approval at the Combined Hearing. The Debtors may now solicit votes on the Combined Disclosure Statement and Plan in accordance with Bankruptcy Code section 1125. Any objections to the adequacy of the information contained in the Disclosure Statement are expressly reserved for consideration at the Combined Hearing.
3. Solicitation Timeline. The timeline set forth below is **APPROVED** as further described herein.

<b>Approved Timeline</b>	
Voting Record Date	September 27, 2024
Deadline for Commencement of Solicitation and Service of Confirmation Hearing Notice	Five business days after entry of the Solicitation Procedures Order
Claims Objection Deadline (for Voting Purposes)	October 14, 2024, at 4:00 p.m. (prevailing Eastern Time)
Rule 3018 Motion Deadline	October 28, 2024, at 4:00 p.m. (prevailing Eastern Time)
Plan Supplement Deadline	October 28, 2024
Voting Deadline	November 4, 2024, at 4:00 p.m. (prevailing Eastern Time)
Disclosure Statement and Confirmation Objection Deadline	
Deadline to File Report of Balloting	November 8, 2024

Approved Timeline	
Combined Hearing	November 14, 2024, at 9:30 a.m. (prevailing Eastern Time)

4. Combined Hearing Date. The hearing to consider final approval of the Disclosure Statement and confirmation of the Plan (the “Combined Hearing”)<sup>3</sup> shall commence on **November 14, 2024 at 9:30 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel can be heard by the Court. The Combined Hearing may be continued from time to time by way of announcement of such continuance in open court or otherwise, without further notice to parties-in-interest.

5. Deadline and Procedures for Filing Objections to Confirmation. The deadline for filing and serving objections to final approval of the Disclosure Statement and confirmation of the Plan (the “Confirmation Objection Deadline”) shall be **November 4, 2024 at 4:00 p.m. (prevailing Eastern Time)**. In order to be considered, objections, if any, to final approval of the Disclosure Statement and confirmation of the Plan must (a) be made in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (c) state the name and address of the objecting party and the nature and amount of any claim or interest asserted by such party against the Debtors, their estates, or their property; (d) state with particularity the legal and factual bases and nature of any objection to the Disclosure Statement or Plan; (e) be filed with the Court,

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<sup>3</sup> Parties may attend the Combined 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](http://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.

and served on the following parties (collectively, the “Notice Parties”), so as to be received on or before the Plan Objection Deadline: (i) LaVie Care Centers, LLC, c/o Ankura Consulting Group, LLC, 485 Lexington Avenue, 10th Floor, New York, NY 10017 (Attn: M. Benjamin Jones); (ii) counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, Georgia 30309 (Attn: Daniel M. Simon) and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Emily C. Keil); (iii) counsel to the Committee, Troutman Pepper Hamilton Sanders LLP, 3000 Two Logan Square, Eighteenth and Arch St., Philadelphia, PA 19103 (Attn: Francis J. Lawall) and 875 Third Avenue, New York, NY 10022 (Attn: Deborah Kovsky-Apap); and (iv) the United States Trustee of the Northern District of Georgia, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams). Objections to final approval of the Disclosure Statement or confirmation of the Plan not timely filed and served as set forth above shall not be considered by the Court and shall be overruled.

6. Deadline for Objections to Claims for Voting Purposes Only. The deadline for filing and serving objections to claims solely for the purposes of voting on the Plan (the “Claims Objections”) shall be **October 14, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Claims Objection Deadline”). Such Claims Objection Deadline shall not apply to claim objections which may be asserted for purposes other than voting on the Plan. In order to be considered, Claims Objections must: (a) be made in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (c) state the name and address of the party asserting the Claims Objection; (d) state with particularity the legal and factual bases for the Claims Objection; and (e) be filed with the Court and served on the Notice Parties, so as to be received no later than the Claims Objection Deadline. Claims Objections not timely filed and

served in accordance with the foregoing provision shall not be considered by the Court and shall be overruled.

7. Deadline and Procedures for Temporary Allowance of Claims for Voting Purposes.

The deadline for filing and serving motions pursuant to Bankruptcy Rule 3018(a) seeking temporary allowance of claims for the purpose of accepting or rejecting the Plan (the “Rule 3018(a) Motions”) shall be **October 28, 2024 at 4:00 p.m. (prevailing Eastern Time)** (the “Rule 3018(a) Motion Deadline”). In order to be considered, Rule 3018(a) Motions must: (a) be made in writing; (b) comply with the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules; (c) state the name and address of the party asserting the 3018(a) Motion; (d) state with particularity the legal and factual bases for the Rule 3018(a) Motion; and (e) be filed with the Court and served on the Notice Parties, so as to be received no later than the Rule 3018(a) Motion Deadline. Rule 3018(a) Motions not timely filed and served in accordance with the foregoing provision shall not be considered by the Court and shall be overruled. Any party timely filing and serving a Rule 3018(a) Motion shall be provided a Ballot and be permitted to cast a provisional vote to accept or reject the Plan, *provided* that in order for such party’s provisional vote to be counted, its 3018(a) Motion must be resolved by (a) an order entered by the Court allowing its claim at least three days prior to the Combined Hearing, (b) a stipulation or other agreement executed between such party and the Debtors temporarily allowing such claim for voting purposes in an agreed amount; or (c) the pending dispute or objection to such claim held by such party being voluntarily withdrawn by each objecting party.

8. Treatment of Certain Unliquidated, Contingent, or Disputed Claims for Notices, Voting, and Distribution Purposes. Pursuant to Bankruptcy Code section 105(a), Bankruptcy Rules 2002(a)(7) and 3003(c)(2), and any order (the “Bar Date Order”) establishing deadlines (the

“Bar Dates”) for filing proofs of claim against the Debtors, creditors whose claims (a) are scheduled in the Debtors’ schedules of assets and liabilities (as the same may be amended, the “Schedules”) as disputed, contingent, or unliquidated and which are not the subject of a timely-filed proof of claim, or a proof of claim deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Court, or otherwise deemed timely filed under applicable law; or (b) are not scheduled and are not the subject of a timely-filed proof of claim, or a proof of claim deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any order of the Court, or otherwise deemed timely filed under applicable law (collectively, the “Non-Voting Claims”) shall be denied treatment as creditors with respect to such claims for purposes of (a) voting on the Plan, (b) receiving distributions under the Plan, and (c) receiving notices regarding the Plan.

9. Approval of Solicitation and Tabulation Procedures. The procedures set forth herein for the solicitation and tabulation of votes to accept or reject the Plan provide for a fair and equitable voting process and are consistent with Bankruptcy Code section 1126.

10. Voting Procedures. For purposes of voting, the amount of a claim used to calculate acceptance or rejection of the Plan under Bankruptcy Code section 1126 shall be determined in accordance with the following hierarchy:

- a. in the amount prescribed by this Order;
- b. in the amount allowed pursuant to a Resolution Event (as defined below);
- c. in the amount contained in a proof of claim that has been timely filed (or deemed timely filed by the Court under applicable law), except for any amounts asserted on account of any interest accrued after the Petition Date;
- d. in the amount listed on the Schedules, so long as the claim (i) is not scheduled as contingent, disputed, or unliquidated and/or has not been paid (in which case, such contingent, disputed, or unliquidated scheduled claim shall be disallowed for voting purposes) and (ii) has not been superseded by a timely proof of claim; and

- e. if none of the foregoing applies to a claim, the claim will be disallowed for voting purposes.

11. If a claim is subject to a pending objection on the Voting Deadline (as defined below), including objections in the Plan, the holder of the claim will not be entitled to vote to accept or reject the Plan on account of the claim unless one or more of the following events (each a “Resolution Event”) occurs at least two (2) business days prior to the Voting Deadline: (a) an order of the Court is entered allowing such claim pursuant to Bankruptcy Code section 502(b), after notice and a hearing; (b) an order of the Court is entered temporarily allowing such claim (or the disputed portion thereof) for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing; (c) a stipulation or other agreement is executed between the holder of such claim and the Debtors temporarily allowing such claim for voting purposes in an agreed amount; or (d) the pending dispute or objection to such claim is voluntarily withdrawn by each objecting party. No later than two business days following the occurrence of a Resolution Event, the Debtors will cause Kurzman Carson Consultants, LLC d/b/a Verita Global (the “Claims and Noticing Agent”) to distribute via email or first class mail a Solicitation Package and a pre-addressed, postage pre-paid envelope to the holder of the disputed claim that has been resolved.

12. For purposes of voting, the following conditions shall apply to determine the amount and/or classification of a claim:

- a. if a claim is partially liquidated and partially unliquidated, such claim will be allowed for voting purposes only in the liquidated amount;
- b. if a scheduled or filed claim has been paid, such claim will be disallowed for voting purposes;
- c. the holder of a timely-filed proof of claim that is unliquidated, contingent, disputed, and/or unknown amount (as determined on the face of the claim or after reasonable review by the Debtors or the Claims and Noticing Agent), including for the avoidance of doubt, any litigation or tort claim that has not proceeded to final judgment or settlement, and is not the subject of

an objection as of the Claims Objection Deadline, is entitled to vote in the amount of \$1.00;

- d. timely-filed proofs of claim based on trade, litigation, or tort claims that arose at one of the Debtors' facilities shall be classified in Class 6A (OpCo General Unsecured Claims), Class 6B (DivestCo General Unsecured Claims), or Class 6C (Joint & Several OpCo General Unsecured Claims), depending on the nature of the claim and/or the facility at which the claim arose; *provided, however*, creditors with timely proofs of claim against both an OpCo Debtor and a DivestCo Debtor (each as defined in the Plan) shall be entitled to vote in Class 6A (OpCo General Unsecured Claims), Class 6B (DivestCo General Unsecured Claims), and/or Class 6C (Joint & Several OpCo General Unsecured Claims) subject to the provisions contained herein;
- e. timely-filed proofs of claim based on litigation or tort claims will be presumed to be unliquidated, contingent, and/or disputed unless sufficient supporting documentation of a final judgment or settlement was attached to the timely filed proof of claim, as determined by the Debtors or the Claims and Noticing Agent, and such unsupported claims shall be entitled to vote in the amount of \$1.00;
- f. if a proof of claim has been amended by a later-filed proof of claim that is filed on or prior to the Voting Record Date (as defined below), the later-filed amending claim will be entitled to vote in a manner consistent with these tabulation rules, and the earlier filed claim will be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended claim; and
- g. proofs of claim for \$0.00 are not entitled to vote.

13. Record Date. The record date for purposes of determining (a) creditors and equity holders entitled to receive Solicitation Packages and related materials, if any, and (b) creditors entitled to vote to accept or reject the Plan and the creditors' corresponding claims, shall be **September 27, 2024** (the "Voting Record Date").

14. Solicitation Packages. On or before the date that is five business days after the entry of this Order (the "Solicitation Deadline"), the Debtors propose to mail or cause to be mailed by first-class mail to holders of claims in Class 3, Class 4, Class 5, Class 6A, Class 6B, and Class

6C, who are entitled to vote, a solicitation package (each, a “Solicitation Package”) containing or directing the recipient to the following:

- a. the Combined Hearing Notice;
- b. the Combined Disclosure Statement and Plan (including exhibits);
- c. a copy of the Solicitation Procedures Order (without exhibits);
- d. an appropriate Ballot, substantially in the forms of the proposed ballots collectively attached hereto as **Exhibits 1-A** through **Exhibit 1-F**, which forms of Ballots are hereby approved;
- e. a pre-addressed return envelope;
- f. a letter from the Official Committee of Unsecured Creditors in support of the Plan; and
- g. such other materials as the Court may direct to include in the Solicitation Package.

15. The contents of the Solicitation Packages comply with Bankruptcy Rules 2002 and 3017 and constitute sufficient notice to all parties-in-interest, including, without limitation, the Holders of Claims and Interests in the Debtors. The Debtors, at their discretion, may provide the Combined Disclosure Statement and Plan and this Order (without exhibits) to holders of claims entitled to vote on the Plan in electronic medium (*e.g.*, flash drive, QR code, or hyperlink to the relevant document as provided by the Complex Case Procedures). The Ballots and the Combined Hearing Notice shall be distributed on paper. The Debtors will provide, at their expense, paper copies of any electronically distributed documents upon request to the Claims and Noticing Agent.

16. Creditors holding claims in a class that is designated as impaired and entitled to vote under the Plan shall receive only the Solicitation Package appropriate for the applicable impaired class; and creditors who have filed duplicate claims in any given class or that hold claims against multiple Debtors in any given class (a) shall receive only one Solicitation Package and one Ballot for voting their claims with respect to that class; and (b) shall be entitled to vote their claim

only once with respect to that class. For the avoidance of doubt, each creditor shall only receive a single Ballot for each Voting Class even if such creditor holds claims against multiple Debtors. If tabulation on a debtor-by-debtor basis is required, the Claims and Noticing Agent will tabulate the vote of a creditor holding claims across multiple debtors at each applicable debtor.<sup>4</sup> If a creditor in a Voting Class desires to vote to accept or reject the Plan on a debtor-by-debtor basis, such a creditor must contact the Claims and Noticing Agent to request Ballots for each Debtor and upon such request, the Claims and Noticing Agent shall provide additional Ballots via electronic mail; *provided, however*, that such a request must be received with sufficient time for votes to be received by the Voting Deadline.

17. Non-Voting Packages. On or before the Solicitation Deadline, the Debtors shall also mail or cause to be mailed by first-class mail to holders of claims in Class 1, Class 2, and Class 9 under the Plan, who are unimpaired and deemed to have accepted the Plan, a copy of the Notice of Non-Voting Status for Unimpaired Classes, substantially in the form attached hereto as **Exhibit 2-A**. The Debtors shall mail or cause to be mailed by first-class mail to holders of claims and interests, as applicable, in Class 7 and Class 8, who are impaired and deemed to have rejected the Plan, a copy of the Notice of Non-Voting Status for Impaired Classes, substantially in the form attached hereto as **Exhibit 2-B**. The Non-Voting Status Notices, substantially in the forms attached hereto as **Exhibit 2-A** and **Exhibit 2-B** are hereby approved. Further, the Non-Voting Packages are hereby deemed to constitute adequate alternative disclosure statements to impaired non-voting classes under 11 U.S.C. § 1125(c) and summary plans under Bankruptcy Rule 3017(d).

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<sup>4</sup> For illustrative purposes, a creditor in a Voting Class holding claims in varying amounts against thirty Debtors would receive a single Ballot. If such creditor voted to accept the Plan, the Claims and Noticing Agent would tabulate the accepting vote as to each of the thirty Debtors. Each creditor in a Voting Class may elect to vote to accept or reject on a debtor-by-debtor basis by contacting the Claims and Noticing Agent and requesting Ballots for each Debtor in advance of the Voting Deadline.

18. Combined Hearing Notice. On or before the Solicitation Deadline, the Debtors shall mail or cause to be mailed by first-class mail to all of their known creditors, equity security holders as of the Voting Record Date, and all other entities required to be served under Bankruptcy Rules 2002 and 3017, notice of the Combined Hearing substantially in the form attached hereto as **Exhibit 3** (the “Combined Hearing Notice”), which form is hereby approved.

19. When No Notice or Transmittal Necessary. Notwithstanding any provision of this Order to the contrary, no notice or service of any kind, shall be required to be made upon any person or entity to whom the Debtors mailed a notice of the meeting of creditors under Bankruptcy Code section 341 or notice of the bar date for filing proofs of claim and received either of such notices returned by the United States Postal Service marked “undeliverable as addressed,” “moved—left no forwarding address,” “forwarding order expired,” “no new address,” or similar marking or reason, unless the Debtors have been informed in writing by such person or entity of that person’s or entity’s new address. The Debtors shall not be required to re-mail undelivered Solicitation Packages or other undeliverable solicitation-related notices that were returned marked “undeliverable as addressed,” “moved—left no forwarding address,” “forwarding order expired,” or similar marking or reason, unless the Debtors have been informed in writing by such person or entity of that person’s or entity’s new address.

20. Voting Deadline. To be counted, Ballots for accepting or rejecting the Plan must be received by the Claims and Noticing Agent by **4:00 p.m. (prevailing Eastern Time) on November 4, 2024** (the “Voting Deadline”). The Debtors are hereby authorized to extend, in their sole discretion, by oral or written notice to the Claims and Noticing Agent, the period of time during which Ballots shall be accepted for any reason from any creditor or class of creditors.

21. Tabulation Procedures – Votes Counted. Any Ballot that is properly executed, cast as either an acceptance or rejection of the Plan, and delivered to the Claims and Noticing Agent by the Voting Deadline shall be counted and shall be deemed to be cast as an acceptance or rejection, as the case may be, of the Plan. Ballots shall be delivered to the Claims and Noticing Agent by (a) first class mail to the following address: LaVie Care Centers Ballot Processing c/o KCC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245 or (b) online transmission solely through an online balloting upload portal on the Debtors’ case website accessible at <https://www.veritaglobal.net/lavie>. The failure of a holder of a claim in Class 3, Class 4, Class 5, Class 6A, Class 6B, or Class 6C to timely deliver an executed Ballot shall be deemed to constitute an abstention by such holder with respect to voting on the Plan, and such abstention shall not be counted as a vote for or against the Plan.

22. For purposes of voting, classification, and treatment under the Plan, at the election of the Debtors, (a) each holder of a claim that holds or has filed more than one claim in an impaired class shall be treated as if such holder has only one claim in each applicable class; (b) the claims filed by such holder shall be aggregated in each applicable class; and (c) the total dollar amount of such holder’s claims in each applicable class shall be the sum of the aggregated claims of such holder in each applicable class.

23. For purposes of the Voting Record Date, no transfer of claims pursuant to Bankruptcy Rule 3001 shall be recognized unless either (a)(i) documentation evidencing such transfer was filed with the Court on or before 21 days prior to the Voting Record Date and (ii) no timely objection with respect to such transfer was filed by the transferor; or (b) the parties to such transfer waived the 21-day period in the evidence of transfer and the evidence of transfer was docketed prior to the Voting Record Date.

24. Tabulation Procedures – Votes Not Counted. Unless otherwise ordered by the Court, the following Ballots shall not be counted or considered for any purpose in determining whether the Plan has been accepted or rejected:

- a. any Ballot received after the Voting Deadline (inclusive of any extensions by the Debtors as provided herein);
- b. any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
- c. any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
- d. any Ballot cast for a claim which is listed in the Debtors' Schedules as contingent, unliquidated, or disputed or as zero or unknown in amount and (i) which is not the subject of a timely-filed proof of claim and (ii) for which no Rule 3018(a) Motion has been filed by the Rule 3018(a) Motion Deadline;
- e. any Ballot cast for a claim that was filed in a zero-dollar amount;
- f. any Ballot that indicates neither an acceptance nor a rejection, or indicates both an acceptance and rejection, of the Plan;
- g. any Ballot that casts part of its vote against a single Debtor in the same class to accept the Plan and part to reject the Plan;
- h. any form of Ballot other than the official form sent by the Claims and Noticing Agent, or a copy thereof;
- i. any Ballot received that the Claims and Noticing Agent cannot match to an existing database record;
- j. any Ballot that does not contain an original signature; *provided, however,* that for the avoidance of doubt, a Ballot submitted via the Claims and Noticing Agent's electronic Ballot portal shall be deemed to contain an original signature;
- k. any Ballot submitted by a party not entitled to cast a vote with respect to the Plan;
- l. any Ballot sent only to the Debtors or the Debtors' professionals and not the Claims and Noticing Agent; or

- m. any Ballot that is submitted by facsimile, email, or by other electronic means other than through the Claims and Noticing Agent's electronic Ballot portal.

25. Neither the Debtors, the Claims and Noticing Agent, nor any other person or entity shall be under any duty to provide notification of defects or irregularities with respect to delivered Ballots. Rather, the Claims and Noticing Agent may either disregard, with no further notice, defective Ballots, or it may attempt to have defective Ballots cured. The Debtors may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline, and any such waivers shall be documented in the vote tabulation certification prepared by the Claims and Noticing Agent.

26. Tabulation Procedures – Withdrawal of Vote. Any party who has delivered a valid Ballot for the acceptance or rejection of the Plan may withdraw, subject to the Debtors' right to contest the validity of such withdrawal, such acceptance or rejection by delivering a written notice of withdrawal to the Claims and Noticing Agent at any time prior to the Voting Deadline. A notice of withdrawal, to be valid, shall (a) contain the description of the claim(s) to which it relates and the aggregate amount represented by such claim(s); (b) be signed by the withdrawing party in the same manner as the Ballot being withdrawn; (c) contain a certification that the withdrawing party owns the claim(s) and possesses the right to withdraw the Ballot sought to be withdrawn; and (d) be timely received by the Claims and Noticing Agent prior to the Voting Deadline.

27. Tabulation Procedures – Changing Votes. Notwithstanding Bankruptcy Rule 3018(a), whenever two or more Ballots are cast voting the same claim(s) prior to the Voting Deadline, the last valid Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and thus supersede any prior Ballots, without prejudice to the Debtors' right to object to the validity of the later Ballot on any basis permitted by law, including under Bankruptcy Rule 3018(a), and, if the objection is sustained, to count the first dated Ballot for all purposes.

28. Tabulation Procedures – No Division of Claims or Votes. A creditor who votes must vote the full amount of each claim voted either to accept or reject the Plan; and each creditor who votes and holds multiple claims within a particular class must vote all such claims to either accept or reject the Plan. The Ballots of creditors failing to vote in the manner specified in this paragraph shall not be counted for any purpose. For the avoidance of doubt, if tabulation on a debtor-by-debtor basis is required, the Claims and Noticing Agent shall tabulate the vote of a creditor holding Claims across multiple debtors at each applicable Debtor. If you would like to vote to accept the Plan with respect to some Debtors against which you hold a Claim but to reject with respect to other Debtors against which you hold a Claim, you must contact the Claims and Noticing Agent to request ballots for each such Debtor. Such request must be received with sufficient time for votes to be received by the Voting Deadline.

29. Classes Deemed to Reject. The holders of claims or interests, as applicable, in Class 7 and Class 8 shall be deemed to have rejected the Plan, and the Debtors are not required to solicit votes on the Plan from such holders.

30. Classes Deemed to Accept. The holders of claims in Class 1, Class 2, and Class 9 shall be deemed to have accepted the Plan, and the Debtors are not required to solicit votes on the Plan from such holders.

31. Certification of Vote. The Claims and Noticing Agent shall file its report of balloting (the “Report of Balloting”) on or before **November 8, 2024** and shall post the Report of Balloting on the Debtors’ case website (<https://www.veritaglobal.net/lavie>).

32. Filing of Plan Supplement(s). The Debtors shall file any supplements to the Plan (each, a “Plan Supplement”) on or before **October 28, 2024**, and shall post any such Plan Supplement(s) on the Debtors’ case website (<https://www.veritaglobal.net/lavie>); *provided,*

*however*, that the Debtors shall file a form of the GUC Trust Agreement (as defined in the Plan) on or before **October 21, 2024** and shall post the same on the Debtors' case website (<https://www.veritaglobal.net/lavie>).

33. Service and Notice Adequate and Sufficient. Service of all notices and documents described herein in the time and manner set forth herein shall constitute due, adequate, and sufficient notice, and no other or further notice shall be necessary.

34. The Debtors are authorized to make non-substantive changes to the Disclosure Statement, the Plan, Ballots, and related documents without further order of the Court, including without limitation, changes to correct typographical and grammatical errors and to make conforming changes among the Disclosure Statement, the Plan, the Ballots, the Notices of Non-Voting Status, the Combined Hearing Notice, and any other related materials prior to their mailing to parties-in-interest.

35. The Court shall retain jurisdiction to implement, interpret, and effectuate the provisions of this Order.

36. Counsel for the Debtors, through the Claims and Noticing Agent, shall, within three days of the entry of this Order, cause a copy of this Order to be served by electronic mail or first-class mail, as applicable, on all parties served with the Motion, and Claims and Noticing Agent shall file promptly thereafter a certificate of service confirming such service.

END OF ORDER

Prepared and presented by:

/s/ Daniel M. Simon

**MCDERMOTT WILL & EMERY LLP**

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- and -

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**EXHIBIT 1-A**

**Form of Ballot for  
Class 3 (ABL Claims)**

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

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT CHAPTER 11 PLAN  
OF LAVIE CARE CENTERS, LLC AND ITS DEBTOR AFFILIATES AND  
OPT OUT FORM REGARDING THIRD-PARTY RELEASES CONTAINED THEREIN**

**BALLOT AND OPT OUT FORM FOR HOLDERS OF CLASS 3 ABL CLAIMS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING  
BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**CLASSIFICATION AND TREATMENT OF CREDITOR CLAIMS AGAINST THE DEBTORS  
AND ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THE COMBINED  
DISCLOSURE STATEMENT AND PLAN (AS DEFINED HEREIN) ARE SUBJECT TO  
MATERIAL CHANGE.**

**YOU ARE RECEIVING A SINGLE BALLOT, EVEN IF YOU HOLD CLAIMS AGAINST  
MULTIPLE DEBTORS. IN THE EVENT THAT VOTES ARE TABULATED ON A  
DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS  
THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE  
PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT  
TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A  
CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST  
BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH  
SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY NOVEMBER 4, 2024, AT 4:00 P.M.,  
PREVAILING EASTERN TIME (THE "VOTING DEADLINE").**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED,  
EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE CLAIMS AND  
NOTICING AGENT BY THE VOTING DEADLINE IN ACCORDANCE WITH THE  
FOLLOWING:**

<sup>1</sup> 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.veritaglobal.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.

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. [ ]] (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof, the “Plan”, as may be subsequently modified, amended, or supplemented from time to time, and together, the “Combined Disclosure Statement and Plan”). The Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information for solicitation purposes pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”), by entry of an order on [ ], 2024 [Docket No. [ ]] (the “Solicitation Procedures Order”). The Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Combined Disclosure Statement and Plan.

You are receiving this ballot (this “Ballot”) because you are a Holder of a Class 3 Claim (a “Voting Class”) as of **September 27, 2024** (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE A CLAIM. IN THE EVENT THAT VOTES ARE TABULATED ON A DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY THE VOTING DEADLINE.**

Your rights are described in the Combined Disclosure Statement and Plan, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Solicitation Procedures Order and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them by (a) writing via first class mail to LaVie Care Centers Ballot Processing, c/o KCC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from Kurtzman Carson Consultants LLC d/b/a Verita by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe you have received the wrong Ballot, please contact the Claims and Noticing Agent **immediately** at the address, telephone number, or email address set forth above.

You should review the Combined Disclosure Statement and Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 3 under the Plan.

**CAUTION - IF YOU DO NOTHING, YOUR RIGHTS MAY BE COMPROMISED. PLEASE PAY CAREFUL ATTENTION TO THE BELOW DISCLOSURE, AND IF YOU DO NOT UNDERSTAND OR HAVE FURTHER QUESTIONS, PLEASE CONSULT WITH YOUR ATTORNEY.**

THE SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT PLAN CONTAINS A DEBTOR RELEASE AND A THIRD-PARTY RELEASE. ADDITIONAL INFORMATION REGARDING THE DIFFERENCE BETWEEN A DEBTOR RELEASE AND A THIRD-PARTY RELEASE IS FOUND IN ARTICLE III.E OF THE PLAN.

A THIRD-PARTY RELEASE LIMITS OR RELEASES THE LIABILITY OF CERTAIN RELEASED PARTIES THAT ARE NON-DEBTOR PARTIES AND MAY PREVENT RELEASING PARTIES FROM SUING THE RELEASED PARTIES FOR THEIR ACTIONS. A THIRD-PARTY RELEASE MAY ONLY BE GRANTED CONSENSUALLY WITH EACH OF THE AFFECTED CREDITORS, BUT CONSENT MAY BE SHOWN BY A CREDITORS' FAILURE TO ACT.

**YOU HAVE THE CHOICE AS TO WHETHER YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE, AND THE CHOICE IS YOURS ALONE.** YOU WILL BE A RELEASING PARTY AND YOUR RIGHTS MAY BE COMPROMISED UNLESS YOU TAKE CERTAIN ACTIONS. IF YOU HOLD A CLAIM AGAINST THE DEBTORS AND WOULD LIKE TO OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST ELECT TO DO SO BY CHECKING THE OPT-OUT BOX CONTAINED IN ITEM 3 OF THIS BALLOT. YOU MUST ALSO VOTE TO REJECT THE PLAN OR ABSTAIN FROM VOTING. IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL BE A RELEASING PARTY. IF YOU DO NOT RECEIVE EITHER A BALLOT OR OPT OUT NOTICE FORM YOU MUST OBJECT TO THE THIRD-PARTY RELEASE OR YOU WILL BE A RELEASING PARTY. OPTING OUT OF THE THIRD-PARTY RELEASE WILL NOT OTHERWISE MODIFY YOUR TREATMENT OR RECOVERY UNDER THE PLAN.

THE RELEASED PARTIES ARE IDENTIFIED IN THE DEFINITION OF RELEASED PARTIES IN SECTION 1.243 OF THE PLAN. THE RELEASED PARTIES INCLUDE, AMONG OTHERS, THE DEBTORS, REORGANIZED DEBTORS, AND THEIR DIRECTORS AND OFFICERS. THE RELEASED PARTIES ALSO INCLUDE OMEGA, ABL SECURED PARTIES, AND THE DIP LENDERS.

**PLEASE READ THE FULL TEXT OF THE CONSENSUAL THIRD-PARTY RELEASES AND RELATED DISCLOSURES IN ARTICLES III.E AND X.D.2 OF THE PLAN, WHICH ARE SET FORTH HEREIN IN FULL IN ITEM 3, FOR FURTHER DETAIL REGARDING THE THIRD-PARTY RELEASE.** ANY HOLDER OF CLAIMS THAT (i) VOTES IN FAVOR OF THE PLAN, (ii) VOTES TO REJECT THE PLAN OR ABSTAINS FROM VOTING BUT THAT FAILS TO ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE ON HIS OR HER BALLOT OR OPT-OUT NOTICE FORM, OR (iii) THAT DOES NOT OBJECT TO THE THIRD-PARTY RELEASE IF SUCH HOLDER DID NOT RECEIVE A BALLOT OR OPT OUT NOTICE FORM WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY RELEASED AND DISCHARGED THE THIRD-PARTY RELEASED PARTIES PURSUANT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

**Electronically, Via Ballot Portal.** Submit your Ballot via upload through the Claims and Noticing Agent’s online portal, by visiting <https://www.veritaglobal.net/lavie> (the “**Ballot Portal**”) and following the instructions to submit your Ballot.

You may also scan the QR code (hosted at <https://www.veritaglobal.net/lavie>) below to access the E-Ballot Portal:



In order to submit a Ballot through the E-Ballot Portal, you must use the Unique E-Ballot ID# assigned to your claim. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive.

UNIQUE E-BALLOT IDENTIFICATION \_\_\_\_\_

UNIQUE E-BALLOT PIN \_\_\_\_\_

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

The Claims and Noticing Agent’s Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

*OR*

**Via Paper Ballot (if applicable).** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first-class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

By regular mail, overnight mail, or hand delivery at:

LaVie Care Centers Ballot Processing  
c/o KCC d/b/a Verita  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 709-4750

If you would like to coordinate hand delivery of your Ballot, please send an email to [LVCCinfo@VeritaGlobal.com](mailto:LVCCinfo@VeritaGlobal.com) and provide the anticipated date and time of your delivery.

**Item 1. Amount of Claim.**

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 3 Claim in the following *aggregate* unpaid amount:

\$ \_\_\_\_\_

**Item 2. Vote on Plan.**

The Holder of the Class 3 Claim against the Debtors, the aggregate amount of which is set forth in Item 1, votes to (please check one):

**ACCEPT** (vote FOR) the Plan                       **REJECT** (vote AGAINST) the Plan

**Your vote on the Plan will be tabulated on a consolidated basis. In the event that tabulation on a debtor-by-debtor basis is required, your vote, as indicated in Item 2, will be applied to each applicable Debtor in the amount of your Claim(s) as indicated on your timely filed proof(s) of claim against each applicable Debtor or as listed in the Debtors’ schedules of assets and liabilities of each applicable Debtor, unless you contact the Claims and Noticing Agent to request additional Ballots for each applicable Debtor as set forth herein.**

**Item 3. Third-Party Release Opt-Out Election**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

The Holder of the Claim identified in Item 4 elects to:

**OPT OUT of the Third-Party Release**

**Important information regarding releases under the Plan.<sup>2</sup>**

Article X.D.1 of the Plan provides for a release by the Debtors (the “Debtor Release”):

**Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and**

<sup>2</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any GUC Trustee that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.D.1 shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action, or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related

provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release. Notwithstanding the foregoing, nothing in this paragraph shall be deemed to impair or affect the assignment of D&O Claims to the GUC Trust as set forth in Article VI.H herein.

Article X.D.2 of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction or any document,

instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

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

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.33 OF THE PLAN, "**AVOIDANCE ACTIONS**" MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(B) AND 724(A) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.74 OF THE PLAN, "**DEBTOR RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.265 OF THE PLAN, "**THIRD-PARTY RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.243 OF THE PLAN, "**RELEASED PARTIES**" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) OMEGA; (D) THE ABL SECURED PARTIES; (E) OHI DIP LENDER, LLC; (F) TIX 33433 LLC; (G) THE CRO; (H) THE INDEPENDENT MANAGER; AND (I) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES, EACH SUCH ENTITY'S CURRENT AND FORMER AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EQUITY INVESTORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED, HOWEVER*, THAT SUBJECT IN ALL RESPECTS TO ARTICLE IV.H OF THE PLAN, THE D&OS SHALL NOT BE RELEASED PARTIES FOR PURPOSES OF THE D&O CLAIMS, BUT SHALL BE RELEASED PARTIES FOR PURPOSES OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.244 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (D) EACH HOLDER OF AN UNCLASSIFIED CLAIM WHO DOES NOT OBJECT TO THE THIRD-PARTY RELEASE.

Article X.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

**Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair: (1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional’s final fee application or accrued Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.**

**The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from**

**asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.**

Article X.F of the Plan establishes an injunction (the “Injunction”):

**Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.**

**No enjoined party may commence, continue, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, or pursuing, a Claim or Cause of Action transferred to the Reorganized Debtors or the GUC Trust pursuant to the terms of the Plan, or a Claim or Cause of Action of any kind against the Debtors, the GUC Trustee, the Exculpated Parties, the Released Parties, or the Debtor Professionals that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article X.D and Article X.E hereof, or the Chapter 11 Cases, including, but not limited to, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the administration of the GUC Trust, or any transaction in furtherance of the foregoing, without the Bankruptcy Court (1) first determining after notice and a hearing, that such Claim or Cause of Action (i) represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, actual fraud, or gross negligence against a Protected Party, and (ii) was not otherwise released or transferred to the Reorganized Debtors or the GUC Trust under the terms hereof, and (2) specifically authorizing such enjoined party to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing before the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, or Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. The**

**Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI of the Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.**

**Item 4. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder (or authorized signatory for a Holder) of the Claims in the Voting Class(es) as set forth in Item 1;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Entity has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- (e) no other Ballots with respect to the amount of the Claim identified in Item 1 has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier Ballots are hereby revoked;
- (f) the Entity understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent; and
- (g) the Entity understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE NOVEMBER 4, 2024, AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Class 3 Claims with respect to the Combined Disclosure Statement and Plan. **PLEASE READ THE COMBINED DISCLOSURE STATEMENT AND PLAN CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Combined Disclosure Statement and Plan for more information.
3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Ballot ***must*** be returned to the Claims and Noticing Agent so as to be ***actually received*** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is November 4, 2024, at 4:00 p.m., prevailing Eastern Time.**
6. You will only receive one Ballot for each Voting Class in which you are eligible to vote, even if you hold Claims against multiple Debtors. If tabulation on a debtor-by-debtor basis is required, the Claims and Noticing Agent will tabulate the vote of a creditor holding Claims across multiple Debtors at each applicable Debtor. If you would like to vote to accept the Plan with respect to some Debtors against which you hold a Claim but to reject with respect to other Debtors against which you hold a Claim, you must contact the Claims and Noticing Agent to request Ballots for each such Debtor. Such request must be received with sufficient time for votes to be received by the Voting Deadline.
7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**
  - (a) any Ballot received after the Voting Deadline (inclusive of any extensions by the Debtors as provided in the Solicitation Procedures Order);
  - (b) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - (c) any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
  - (d) any Ballot cast for a claim which is listed in the Debtors' Schedules as contingent, unliquidated, or disputed or as zero or unknown in amount and (i) which is not the subject of a timely-filed proof of claim and (ii) for which no Rule 3018(a) Motion has been filed by the Rule 3018(a) Motion Deadline;
  - (e) any Ballot cast for a claim that was filed in a zero-dollar amount;
  - (f) any Ballot that indicates neither an acceptance nor a rejection, or indicates both an acceptance and rejection, of the Plan;
  - (g) any Ballot that casts part of its vote against a single Debtor in the same class to accept the Plan and part to reject the Plan;
  - (h) any form of Ballot other than the official form sent by the Claims and Noticing Agent, or a copy thereof;
  - (i) any Ballot received that the Claims and Noticing Agent cannot match to an existing database record;
  - (j) any Ballot that does not contain an original signature; provided, however, that for the avoidance of doubt, a Ballot submitted via the Claims and Noticing Agent's electronic Ballot portal shall be deemed to contain an original signature;
  - (k) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan;

- (l) any Ballot sent only to the Debtors or the Debtors' professionals and not the Claims and Noticing Agent; or
  - (m) any Ballot that is submitted by facsimile, email, or by other electronic means other than through the Claims and Noticing Agent's electronic Ballot portal.
8. The method of delivery of Ballots to the Claims and Noticing Agent is at the election and risk of each Holder of Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent **actually receives** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
  9. If multiple Ballots are received from the same Holder Claim with respect to the same Class prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
  10. You must vote all of your Claims within your respective class against a single Debtor either to accept or reject the Plan and may **not** split your vote.
  11. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
  12. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT:**

**U.S. and Canada Toll Free: (877) 709-4750  
International: (424) 236-7230**

**OR BY CLICKING THE “SUBMIT AN INQUIRY” OPTION AT  
[HTTPS://WWW.VERITAGLOBAL.NET/LAVIE/INQUIRY](https://www.veritaglobal.net/lavie/inquiry)**

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS NOVEMBER 4, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.**

*Scan the QR code below to view the Solicitation Procedures approved by the Court and the Combined Disclosure Statement and Plan (hosted at <https://www.veritaglobal.net/lavie>)*



**EXHIBIT 1-B**

**Form of Ballot for  
Class 4 (Omega Term Loan Claims)**

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

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT CHAPTER 11 PLAN  
OF LAVIE CARE CENTERS, LLC AND ITS DEBTOR AFFILIATES AND  
OPT OUT FORM REGARDING THIRD-PARTY RELEASES CONTAINED THEREIN**

**BALLOT AND OPT OUT FORM FOR HOLDERS OF CLASS 4  
OMEGA TERM LOAN CLAIMS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING  
BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**CLASSIFICATION AND TREATMENT OF CREDITOR CLAIMS AGAINST THE DEBTORS  
AND ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THE COMBINED  
DISCLOSURE STATEMENT AND PLAN (AS DEFINED HEREIN) ARE SUBJECT TO  
MATERIAL CHANGE.**

**YOU ARE RECEIVING A SINGLE BALLOT, EVEN IF YOU HOLD CLAIMS AGAINST  
MULTIPLE DEBTORS. IN THE EVENT THAT VOTES ARE TABULATED ON A  
DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS  
THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE  
PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT  
TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A  
CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST  
BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH  
SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY NOVEMBER 4, 2024, AT 4:00 P.M.,  
PREVAILING EASTERN TIME (THE "VOTING DEADLINE").**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED,  
EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE CLAIMS AND  
NOTICING AGENT BY THE VOTING DEADLINE IN ACCORDANCE WITH THE  
FOLLOWING:**

<sup>1</sup> 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.veritaglobal.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.

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. [ ]] (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof, the “Plan”, as may be subsequently modified, amended, or supplemented from time to time, and together, the “Combined Disclosure Statement and Plan”). The Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information for solicitation purposes pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”), by entry of an order on [ ], 2024 [Docket No. [ ]] (the “Solicitation Procedures Order”). The Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Combined Disclosure Statement and Plan.

You are receiving this ballot (this “Ballot”) because you are a Holder of a Class 4 Claim (a “Voting Class”) as of **September 27, 2024** (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE A CLAIM. IN THE EVENT THAT VOTES ARE TABULATED ON A DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY THE VOTING DEADLINE.**

Your rights are described in the Combined Disclosure Statement and Plan, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Solicitation Procedures Order and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them by (a) writing via first class mail to LaVie Care Centers Ballot Processing, c/o KCC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from Kurtzman Carson Consultants LLC d/b/a Verita by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe you have received the wrong Ballot, please contact the Claims and Noticing Agent **immediately** at the address, telephone number, or email address set forth above.

You should review the Combined Disclosure Statement and Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 4 under the Plan.

**CAUTION - IF YOU DO NOTHING, YOUR RIGHTS MAY BE COMPROMISED. PLEASE PAY CAREFUL ATTENTION TO THE BELOW DISCLOSURE, AND IF YOU DO NOT UNDERSTAND OR HAVE FURTHER QUESTIONS, PLEASE CONSULT WITH YOUR ATTORNEY.**

THE SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT PLAN CONTAINS A DEBTOR RELEASE AND A THIRD-PARTY RELEASE. ADDITIONAL INFORMATION REGARDING THE DIFFERENCE BETWEEN A DEBTOR RELEASE AND A THIRD-PARTY RELEASE IS FOUND IN ARTICLE III.E OF THE PLAN.

A THIRD-PARTY RELEASE LIMITS OR RELEASES THE LIABILITY OF CERTAIN RELEASED PARTIES THAT ARE NON-DEBTOR PARTIES AND MAY PREVENT RELEASING PARTIES FROM SUING THE RELEASED PARTIES FOR THEIR ACTIONS. A THIRD-PARTY RELEASE MAY ONLY BE GRANTED CONSENSUALLY WITH EACH OF THE AFFECTED CREDITORS, BUT CONSENT MAY BE SHOWN BY A CREDITORS' FAILURE TO ACT.

**YOU HAVE THE CHOICE AS TO WHETHER YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE, AND THE CHOICE IS YOURS ALONE.** YOU WILL BE A RELEASING PARTY AND YOUR RIGHTS MAY BE COMPROMISED UNLESS YOU TAKE CERTAIN ACTIONS. IF YOU HOLD A CLAIM AGAINST THE DEBTORS AND WOULD LIKE TO OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST ELECT TO DO SO BY CHECKING THE OPT-OUT BOX CONTAINED IN ITEM 3 OF THIS BALLOT. YOU MUST ALSO VOTE TO REJECT THE PLAN OR ABSTAIN FROM VOTING. IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL BE A RELEASING PARTY. IF YOU DO NOT RECEIVE EITHER A BALLOT OR OPT OUT NOTICE FORM YOU MUST OBJECT TO THE THIRD-PARTY RELEASE OR YOU WILL BE A RELEASING PARTY. OPTING OUT OF THE THIRD-PARTY RELEASE WILL NOT OTHERWISE MODIFY YOUR TREATMENT OR RECOVERY UNDER THE PLAN.

THE RELEASED PARTIES ARE IDENTIFIED IN THE DEFINITION OF RELEASED PARTIES IN SECTION 1.243 OF THE PLAN. THE RELEASED PARTIES INCLUDE, AMONG OTHERS, THE DEBTORS, REORGANIZED DEBTORS, AND THEIR DIRECTORS AND OFFICERS. THE RELEASED PARTIES ALSO INCLUDE OMEGA, ABL SECURED PARTIES, AND THE DIP LENDERS.

**PLEASE READ THE FULL TEXT OF THE CONSENSUAL THIRD-PARTY RELEASES AND RELATED DISCLOSURES IN ARTICLES III.E AND X.D.2 OF THE PLAN, WHICH ARE SET FORTH HEREIN IN FULL IN ITEM 3, FOR FURTHER DETAIL REGARDING THE THIRD-PARTY RELEASE.** ANY HOLDER OF CLAIMS THAT (i) VOTES IN FAVOR OF THE PLAN, (ii) VOTES TO REJECT THE PLAN OR ABSTAINS FROM VOTING BUT THAT FAILS TO ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE ON HIS OR HER BALLOT OR OPT-OUT NOTICE FORM, OR (iii) THAT DOES NOT OBJECT TO THE THIRD-PARTY RELEASE IF SUCH HOLDER DID NOT RECEIVE A BALLOT OR OPT OUT NOTICE FORM WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY RELEASED AND DISCHARGED THE THIRD-PARTY RELEASED PARTIES PURSUANT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

**Electronically, Via Ballot Portal.** Submit your Ballot via upload through the Claims and Noticing Agent’s online portal, by visiting <https://www.veritaglobal.net/lavie> (the “**Ballot Portal**”) and following the instructions to submit your Ballot.

You may also scan the QR code (hosted at <https://www.veritaglobal.net/lavie>) below to access the E-Ballot Portal:



In order to submit a Ballot through the E-Ballot Portal, you must use the Unique E-Ballot ID# assigned to your claim. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive.

UNIQUE E-BALLOT IDENTIFICATION \_\_\_\_\_

UNIQUE E-BALLOT PIN \_\_\_\_\_

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

The Claims and Noticing Agent’s Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

*OR*

**Via Paper Ballot (if applicable).** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first-class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

By regular mail, overnight mail, or hand delivery at:

LaVie Care Centers Ballot Processing  
c/o KCC d/b/a Verita  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 709-4750

If you would like to coordinate hand delivery of your Ballot, please send an email to [LVCCinfo@VeritaGlobal.com](mailto:LVCCinfo@VeritaGlobal.com) and provide the anticipated date and time of your delivery.

**Item 1. Amount of Claim.**

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 4 Claim in the following *aggregate* unpaid amount:

\$ \_\_\_\_\_

**Item 2. Vote on Plan.**

The Holder of the Class 4 Claim against the Debtors, the aggregate amount of which is set forth in Item 1, votes to (please check one):

**ACCEPT** (vote FOR) the Plan       **REJECT** (vote AGAINST) the Plan

**Your vote on the Plan will be tabulated on a consolidated basis. In the event that tabulation on a debtor-by-debtor basis is required, your vote, as indicated in Item 2, will be applied to each applicable Debtor in the amount of your Claim(s) as indicated on your timely filed proof(s) of claim against each applicable Debtor or as listed in the Debtors’ schedules of assets and liabilities of each applicable Debtor, unless you contact the Claims and Noticing Agent to request additional Ballots for each applicable Debtor as set forth herein.**

**Item 3. Third-Party Release Opt-Out Election**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

The Holder of the Claim identified in Item 4 elects to:

**OPT OUT of the Third-Party Release**

**Important information regarding releases under the Plan.<sup>2</sup>**

Article X.D.1 of the Plan provides for a release by the Debtors (the “Debtor Release”):

**Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and**

<sup>2</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any GUC Trustee that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.D.1 shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action, or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related

provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release. Notwithstanding the foregoing, nothing in this paragraph shall be deemed to impair or affect the assignment of D&O Claims to the GUC Trust as set forth in Article VI.H herein.

Article X.D.2 of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction or any document,

instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

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

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.33 OF THE PLAN, "**AVOIDANCE ACTIONS**" MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(B) AND 724(A) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.74 OF THE PLAN, "**DEBTOR RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.265 OF THE PLAN, "**THIRD-PARTY RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.243 OF THE PLAN, "**RELEASED PARTIES**" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) OMEGA; (D) THE ABL SECURED PARTIES; (E) OHI DIP LENDER, LLC; (F) TIX 33433 LLC; (G) THE CRO; (H) THE INDEPENDENT MANAGER; AND (I) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES, EACH SUCH ENTITY'S CURRENT AND FORMER AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EQUITY INVESTORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED, HOWEVER*, THAT SUBJECT IN ALL RESPECTS TO ARTICLE IV.H OF THE PLAN, THE D&OS SHALL NOT BE RELEASED PARTIES FOR PURPOSES OF THE D&O CLAIMS, BUT SHALL BE RELEASED PARTIES FOR PURPOSES OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.244 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (D) EACH HOLDER OF AN UNCLASSIFIED CLAIM WHO DOES NOT OBJECT TO THE THIRD-PARTY RELEASE.

Article X.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

**Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however,* that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair: (1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional’s final fee application or accrued Professional Fee Claims in these Chapter 11 Cases; *provided, further,* that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.**

**The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from**

asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

Article X.F of the Plan establishes an injunction (the “Injunction”):

Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

No enjoined party may commence, continue, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, or pursuing, a Claim or Cause of Action transferred to the Reorganized Debtors or the GUC Trust pursuant to the terms of the Plan, or a Claim or Cause of Action of any kind against the Debtors, the GUC Trustee, the Exculpated Parties, the Released Parties, or the Debtor Professionals that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article X.D and Article X.E hereof, or the Chapter 11 Cases, including, but not limited to, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the administration of the GUC Trust, or any transaction in furtherance of the foregoing, without the Bankruptcy Court (1) first determining after notice and a hearing, that such Claim or Cause of Action (i) represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, actual fraud, or gross negligence against a Protected Party, and (ii) was not otherwise released or transferred to the Reorganized Debtors or the GUC Trust under the terms hereof, and (2) specifically authorizing such enjoined party to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing before the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, or Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. The

**Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI of the Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.**

**Item 4. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder (or authorized signatory for a Holder) of the Claims in the Voting Class(es) as set forth in Item 1;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Entity has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- (e) no other Ballots with respect to the amount of the Claim identified in Item 1 has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier Ballots are hereby revoked;
- (f) the Entity understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent; and
- (g) the Entity understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE NOVEMBER 4, 2024, AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Class 4 Claims with respect to the Combined Disclosure Statement and Plan. **PLEASE READ THE COMBINED DISCLOSURE STATEMENT AND PLAN CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Combined Disclosure Statement and Plan for more information.
3. To ensure that your Ballot is counted, you *must* complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Ballot ***must*** be returned to the Claims and Noticing Agent so as to be ***actually received*** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is November 4, 2024, at 4:00 p.m., prevailing Eastern Time.**
6. You will only receive one Ballot for each Voting Class in which you are eligible to vote, even if you hold Claims against multiple Debtors. If tabulation on a debtor-by-debtor basis is required, the Claims and Noticing Agent will tabulate the vote of a creditor holding Claims across multiple Debtors at each applicable Debtor. If you would like to vote to accept the Plan with respect to some Debtors against which you hold a Claim but to reject with respect to other Debtors against which you hold a Claim, you must contact the Claims and Noticing Agent to request Ballots for each such Debtor. Such request must be received with sufficient time for votes to be received by the Voting Deadline.
7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**
  - (a) any Ballot received after the Voting Deadline (inclusive of any extensions by the Debtors as provided in the Solicitation Procedures Order);
  - (b) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - (c) any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
  - (d) any Ballot cast for a claim which is listed in the Debtors' Schedules as contingent, unliquidated, or disputed or as zero or unknown in amount and (i) which is not the subject of a timely-filed proof of claim and (ii) for which no Rule 3018(a) Motion has been filed by the Rule 3018(a) Motion Deadline;
  - (e) any Ballot cast for a claim that was filed in a zero-dollar amount;
  - (f) any Ballot that indicates neither an acceptance nor a rejection, or indicates both an acceptance and rejection, of the Plan;
  - (g) any Ballot that casts part of its vote against a single Debtor in the same class to accept the Plan and part to reject the Plan;
  - (h) any form of Ballot other than the official form sent by the Claims and Noticing Agent, or a copy thereof;
  - (i) any Ballot received that the Claims and Noticing Agent cannot match to an existing database record;
  - (j) any Ballot that does not contain an original signature; provided, however, that for the avoidance of doubt, a Ballot submitted via the Claims and Noticing Agent's electronic Ballot portal shall be deemed to contain an original signature;
  - (k) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan;

- (l) any Ballot sent only to the Debtors or the Debtors' professionals and not the Claims and Noticing Agent; or
  - (m) any Ballot that is submitted by facsimile, email, or by other electronic means other than through the Claims and Noticing Agent's electronic Ballot portal.
8. The method of delivery of Ballots to the Claims and Noticing Agent is at the election and risk of each Holder of Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent **actually receives** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
  9. If multiple Ballots are received from the same Holder Claim with respect to the same Class prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
  10. You must vote all of your Claims within your respective class against a single Debtor either to accept or reject the Plan and may **not** split your vote.
  11. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
  12. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT:**

**U.S. and Canada Toll Free: (877) 709-4750  
International: (424) 236-7230**

**OR BY CLICKING THE “SUBMIT AN INQUIRY” OPTION AT  
[HTTPS://WWW.VERITAGLOBAL.NET/LAVIE/INQUIRY](https://www.veritaglobal.net/lavie/inquiry)**

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS NOVEMBER 4, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.**

*Scan the QR code below to view the Solicitation Procedures approved by the Court and the Combined Disclosure Statement and Plan (hosted at <https://www.veritaglobal.net/lavie>)*



**EXHIBIT 1-C**

**Form of Ballot for  
Class 5 (Go-Forward Trade Claims)**

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

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT CHAPTER 11 PLAN  
OF LAVIE CARE CENTERS, LLC AND ITS DEBTOR AFFILIATES AND  
OPT OUT FORM REGARDING THIRD-PARTY RELEASES CONTAINED THEREIN**

**BALLOT AND OPT OUT FORM FOR HOLDERS OF CLASS 5  
GO-FORWARD TRADE CLAIMS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING  
BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**CLASSIFICATION AND TREATMENT OF CREDITOR CLAIMS AGAINST THE DEBTORS  
AND ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THE COMBINED  
DISCLOSURE STATEMENT AND PLAN (AS DEFINED HEREIN) ARE SUBJECT TO  
MATERIAL CHANGE.**

**YOU ARE RECEIVING A SINGLE BALLOT, EVEN IF YOU HOLD CLAIMS AGAINST  
MULTIPLE DEBTORS. IN THE EVENT THAT VOTES ARE TABULATED ON A  
DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS  
THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE  
PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT  
TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A  
CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST  
BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH  
SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY NOVEMBER 4, 2024, AT 4:00 P.M.,  
PREVAILING EASTERN TIME (THE "VOTING DEADLINE").**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED,  
EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE CLAIMS AND**

<sup>1</sup> 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.veritaglobal.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.

**NOTICING AGENT BY THE VOTING DEADLINE IN ACCORDANCE WITH THE FOLLOWING:**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. [ ]] (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof, the “Plan”, as may be subsequently modified, amended, or supplemented from time to time, and together, the “Combined Disclosure Statement and Plan”). The Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information for solicitation purposes pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”), by entry of an order on [ ], 2024 [Docket No. [ ]] (the “Solicitation Procedures Order”). The Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Combined Disclosure Statement and Plan.

You are receiving this ballot (this “Ballot”) because you are a Holder of a Class 5 Claim (a “Voting Class”) as of **September 27, 2024** (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE A CLAIM. IN THE EVENT THAT VOTES ARE TABULATED ON A DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY THE VOTING DEADLINE.**

Your rights are described in the Combined Disclosure Statement and Plan, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Solicitation Procedures Order and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them by (a) writing via first class mail to LaVie Care Centers Ballot Processing, c/o KCC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from Kurtzman Carson Consultants LLC d/b/a Verita by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe you have received the wrong Ballot, please contact the Claims and Noticing Agent **immediately** at the address, telephone number, or email address set forth above.

You should review the Combined Disclosure Statement and Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 5 under the Plan.

**CAUTION - IF YOU DO NOTHING, YOUR RIGHTS MAY BE COMPROMISED. PLEASE PAY CAREFUL ATTENTION TO THE BELOW DISCLOSURE, AND IF YOU DO NOT UNDERSTAND OR HAVE FURTHER QUESTIONS, PLEASE CONSULT WITH YOUR ATTORNEY.**

THE SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT PLAN CONTAINS A DEBTOR RELEASE AND A THIRD-PARTY RELEASE. ADDITIONAL INFORMATION REGARDING THE DIFFERENCE BETWEEN A DEBTOR RELEASE AND A THIRD-PARTY RELEASE IS FOUND IN ARTICLE III.E OF THE PLAN.

A THIRD-PARTY RELEASE LIMITS OR RELEASES THE LIABILITY OF CERTAIN RELEASED PARTIES THAT ARE NON-DEBTOR PARTIES AND MAY PREVENT RELEASING PARTIES FROM SUING THE RELEASED PARTIES FOR THEIR ACTIONS. A THIRD-PARTY RELEASE MAY ONLY BE GRANTED CONSENSUALLY WITH EACH OF THE AFFECTED CREDITORS, BUT CONSENT MAY BE SHOWN BY A CREDITORS' FAILURE TO ACT.

**YOU HAVE THE CHOICE AS TO WHETHER YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE, AND THE CHOICE IS YOURS ALONE.** YOU WILL BE A RELEASING PARTY AND YOUR RIGHTS MAY BE COMPROMISED UNLESS YOU TAKE CERTAIN ACTIONS. IF YOU HOLD A CLAIM AGAINST THE DEBTORS AND WOULD LIKE TO OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST ELECT TO DO SO BY CHECKING THE OPT-OUT BOX CONTAINED IN ITEM 3 OF THIS BALLOT. YOU MUST ALSO VOTE TO REJECT THE PLAN OR ABSTAIN FROM VOTING. IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL BE A RELEASING PARTY. IF YOU DO NOT RECEIVE EITHER A BALLOT OR OPT OUT NOTICE FORM YOU MUST OBJECT TO THE THIRD-PARTY RELEASE OR YOU WILL BE A RELEASING PARTY. OPTING OUT OF THE THIRD-PARTY RELEASE WILL NOT OTHERWISE MODIFY YOUR TREATMENT OR RECOVERY UNDER THE PLAN.

THE RELEASED PARTIES ARE IDENTIFIED IN THE DEFINITION OF RELEASED PARTIES IN SECTION 1.243 OF THE PLAN. THE RELEASED PARTIES INCLUDE, AMONG OTHERS, THE DEBTORS, REORGANIZED DEBTORS, AND THEIR DIRECTORS AND OFFICERS. THE RELEASED PARTIES ALSO INCLUDE OMEGA, ABL SECURED PARTIES, AND THE DIP LENDERS.

**PLEASE READ** THE FULL TEXT OF THE CONSENSUAL THIRD-PARTY RELEASES AND RELATED DISCLOSURES IN ARTICLES III.E AND X.D.2 OF THE PLAN, WHICH ARE SET FORTH HEREIN IN FULL IN ITEM 3, FOR FURTHER DETAIL REGARDING THE THIRD-PARTY RELEASE. ANY HOLDER OF CLAIMS THAT (i) VOTES IN FAVOR OF THE PLAN, (ii) VOTES TO REJECT THE PLAN OR ABSTAINS FROM VOTING BUT THAT FAILS TO ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE ON HIS OR HER BALLOT OR OPT-OUT NOTICE FORM, OR (iii) THAT DOES NOT OBJECT TO THE THIRD-PARTY RELEASE IF SUCH HOLDER DID NOT RECEIVE A BALLOT OR OPT OUT NOTICE FORM WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY RELEASED AND DISCHARGED

**THE THIRD-PARTY RELEASED PARTIES PURSUANT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.**

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

**Electronically, Via Ballot Portal.** Submit your Ballot via upload through the Claims and Noticing Agent's online portal, by visiting <https://www.veritaglobal.net/lavie> (the "Ballot Portal") and following the instructions to submit your Ballot.

You may also scan the QR code (hosted at <https://www.veritaglobal.net/lavie>) below to access the E-Ballot Portal:



In order to submit a Ballot through the E-Ballot Portal, you must use the Unique E-Ballot ID# assigned to your claim. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive.

UNIQUE E-BALLOT IDENTIFICATION \_\_\_\_\_

UNIQUE E-BALLOT PIN \_\_\_\_\_

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

The Claims and Noticing Agent's Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

*OR*

**Via Paper Ballot (if applicable).** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first-class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

By regular mail, overnight mail, or hand delivery at:

LaVie Care Centers Ballot Processing  
c/o KCC d/b/a Verita  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 709-4750

**If you would like to coordinate hand delivery of your Ballot, please send an email to LVCCinfo@VeritaGlobal.com and provide the anticipated date and time of your delivery.**

**Item 1. Amount of Claim.**

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 5 Claim in the following *aggregate* unpaid amount:

\$ \_\_\_\_\_

**Item 2. Vote on Plan.**

To the extent that you **accept** the treatment set forth in the Plan for Class 5 (i.e., receipt of a Go-Forward Trade Contract with the Reorganized Debtors and no additional distribution from the GUC Trust), the undersigned votes as a Holder of a Claim in Class 5, the aggregate amount of which is set forth in Item 1, to

**ACCEPT** (vote FOR) the Plan

To the extent that you **do not accept** the treatment set forth in the Plan for Class 5, the undersigned shall be treated as a Holder of a Claim in Class 6A or Class 6B, as applicable, and votes as a Holder of a Claim in Class 6A or Class 6B, as applicable, the aggregate amount of which is set forth in Item 1, to

**ACCEPT** (vote FOR) the Plan                       **REJECT** (vote AGAINST) the Plan

**Your vote on the Plan will be tabulated on a consolidated basis. In the event that tabulation on a debtor-by-debtor basis is required, your vote, as indicated in Item 2, will be applied to each applicable Debtor in the amount of your Claim(s) as indicated on your timely filed proof(s) of claim against each applicable Debtor or as listed in the Debtors' schedules of assets and liabilities of each applicable Debtor, unless you contact the Claims and Noticing Agent to request additional Ballots for each applicable Debtor as set forth herein.**

**Item 3. Third-Party Release Opt-Out Election**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A "RELEASING PARTY" UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A "RELEASING PARTY" UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

The Holder of the Claim identified in Item 4 elects to:

**OPT OUT of the Third-Party Release**

**Important information regarding releases under the Plan.<sup>2</sup>**

Article X.D.1 of the Plan provides for a release by the Debtors (the “Debtor Release”):

**Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any GUC Trustee that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, or any document, instrument, or agreement (including those**

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<sup>2</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.D.1 shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action, or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release. Notwithstanding the foregoing, nothing in this paragraph shall be deemed to impair or affect the assignment of D&O Claims to the GUC Trust as set forth in Article VI.H herein.

Article X.D.2 of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or

contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

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

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.33 OF THE PLAN, "**AVOIDANCE ACTIONS**" MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(B) AND 724(A) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.74 OF THE PLAN, "**DEBTOR RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.265 OF THE PLAN, "**THIRD-PARTY RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.243 OF THE PLAN, “**RELEASED PARTIES**” MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) OMEGA; (D) THE ABL SECURED PARTIES; (E) OHI DIP LENDER, LLC; (F) TIX 33433 LLC; (G) THE CRO; (H) THE INDEPENDENT MANAGER; AND (I) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES, EACH SUCH ENTITY’S CURRENT AND FORMER AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EQUITY INVESTORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED, HOWEVER*, THAT SUBJECT IN ALL RESPECTS TO ARTICLE IV.H OF THE PLAN, THE D&OS SHALL NOT BE RELEASED PARTIES FOR PURPOSES OF THE D&O CLAIMS, BUT SHALL BE RELEASED PARTIES FOR PURPOSES OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.244 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (D) EACH HOLDER OF AN UNCLASSIFIED CLAIM WHO DOES NOT OBJECT TO THE THIRD-PARTY RELEASE.

Article X.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

**Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair: (1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the**

Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional's final fee application or accrued Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

Article X.F of the Plan establishes an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

No enjoined party may commence, continue, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, or pursuing, a Claim or Cause of Action transferred to the Reorganized Debtors or the GUC Trust pursuant to the terms of the Plan, or a Claim or Cause of Action of any kind against the Debtors, the GUC Trustee, the Exculpated Parties, the Released Parties, or the Debtor Professionals that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article X.D and Article X.E hereof, or the Chapter 11 Cases, including, but not

limited to, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the administration of the GUC Trust, or any transaction in furtherance of the foregoing, without the Bankruptcy Court (1) first determining after notice and a hearing, that such Claim or Cause of Action (i) represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, actual fraud, or gross negligence against a Protected Party, and (ii) was not otherwise released or transferred to the Reorganized Debtors or the GUC Trust under the terms hereof, and (2) specifically authorizing such enjoined party to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing before the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, or Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI of the Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.

**Item 4. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder (or authorized signatory for a Holder) of the Claims in the Voting Class(es) as set forth in Item 1;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Entity has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- (e) no other Ballots with respect to the amount of the Claim identified in Item 1 has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier Ballots are hereby revoked;
- (f) the Entity understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent; and
- (g) the Entity understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE NOVEMBER 4, 2024, AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Class 5 Claims with respect to the Combined Disclosure Statement and Plan. **PLEASE READ THE COMBINED DISCLOSURE STATEMENT AND PLAN CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Combined Disclosure Statement and Plan for more information.
3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Ballot ***must*** be returned to the Claims and Noticing Agent so as to be ***actually received*** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is November 4, 2024, at 4:00 p.m., prevailing Eastern Time.**
6. You will only receive one Ballot for each Voting Class in which you are eligible to vote, even if you hold Claims against multiple Debtors. If tabulation on a debtor-by-debtor basis is required, the Claims and Noticing Agent will tabulate the vote of a creditor holding Claims across multiple Debtors at each applicable Debtor. If you would like to vote to accept the Plan with respect to some Debtors against which you hold a Claim but to reject with respect to other Debtors against which you hold a Claim, you must contact the Claims and Noticing Agent to request Ballots for each such Debtor. Such request must be received with sufficient time for votes to be received by the Voting Deadline.
7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**
  - (a) any Ballot received after the Voting Deadline (inclusive of any extensions by the Debtors as provided in the Solicitation Procedures Order);
  - (b) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - (c) any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
  - (d) any Ballot cast for a claim which is listed in the Debtors' Schedules as contingent, unliquidated, or disputed or as zero or unknown in amount and (i) which is not the subject of a timely-filed proof of claim and (ii) for which no Rule 3018(a) Motion has been filed by the Rule 3018(a) Motion Deadline;
  - (e) any Ballot cast for a claim that was filed in a zero-dollar amount;
  - (f) any Ballot that indicates neither an acceptance nor a rejection, or indicates both an acceptance and rejection, of the Plan;
  - (g) any Ballot that casts part of its vote against a single Debtor in the same class to accept the Plan and part to reject the Plan;
  - (h) any form of Ballot other than the official form sent by the Claims and Noticing Agent, or a copy thereof;
  - (i) any Ballot received that the Claims and Noticing Agent cannot match to an existing database record;
  - (j) any Ballot that does not contain an original signature; provided, however, that for the avoidance of doubt, a Ballot submitted via the Claims and Noticing Agent's electronic Ballot portal shall be deemed to contain an original signature;
  - (k) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan;

- (l) any Ballot sent only to the Debtors or the Debtors' professionals and not the Claims and Noticing Agent; or
  - (m) any Ballot that is submitted by facsimile, email, or by other electronic means other than through the Claims and Noticing Agent's electronic Ballot portal.
8. The method of delivery of Ballots to the Claims and Noticing Agent is at the election and risk of each Holder of Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent **actually receives** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
  9. If multiple Ballots are received from the same Holder Claim with respect to the same Class prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
  10. You must vote all of your Claims within your respective class against a single Debtor either to accept or reject the Plan and may **not** split your vote.
  11. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
  12. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT:**

**U.S. and Canada Toll Free: (877) 709-4750  
International: (424) 236-7230**

**OR BY CLICKING THE “SUBMIT AN INQUIRY” OPTION AT  
[HTTPS://WWW.VERITAGLOBAL.NET/LAVIE/INQUIRY](https://www.veritaglobal.net/lavie/inquiry)**

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS NOVEMBER 4, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.**

*Scan the QR code below to view the Solicitation Procedures approved by the Court and the Combined Disclosure Statement and Plan (hosted at <https://www.veritaglobal.net/lavie>)*



**EXHIBIT 1-D**

**Form of Ballot for  
Class 6A (OpCo General Unsecured Claims)**

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

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT CHAPTER 11 PLAN  
OF LAVIE CARE CENTERS, LLC AND ITS DEBTOR AFFILIATES AND  
OPT OUT FORM REGARDING THIRD-PARTY RELEASES CONTAINED THEREIN**

**BALLOT AND OPT OUT FORM FOR HOLDERS OF CLASS 6A  
OPCO GENERAL UNSECURED CLAIMS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING  
BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**CLASSIFICATION AND TREATMENT OF CREDITOR CLAIMS AGAINST THE DEBTORS  
AND ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THE COMBINED  
DISCLOSURE STATEMENT AND PLAN (AS DEFINED HEREIN) ARE SUBJECT TO  
MATERIAL CHANGE.**

**YOU ARE RECEIVING A SINGLE BALLOT, EVEN IF YOU HOLD CLAIMS AGAINST  
MULTIPLE DEBTORS. IN THE EVENT THAT VOTES ARE TABULATED ON A  
DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS  
THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE  
PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT  
TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A  
CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST  
BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH  
SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY NOVEMBER 4, 2024, AT 4:00 P.M.,  
PREVAILING EASTERN TIME (THE "VOTING DEADLINE").**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED,  
EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE CLAIMS AND  
NOTICING AGENT BY THE VOTING DEADLINE IN ACCORDANCE WITH THE  
FOLLOWING:**

<sup>1</sup> 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.veritaglobal.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.

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. [ ]] (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof, the “Plan”, as may be subsequently modified, amended, or supplemented from time to time, and together, the “Combined Disclosure Statement and Plan”). The Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information for solicitation purposes pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”), by entry of an order on [ ], 2024 [Docket No. [ ]] (the “Solicitation Procedures Order”). The Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Combined Disclosure Statement and Plan.

You are receiving this ballot (this “Ballot”) because you are a Holder of a Class 6A Claim (a “Voting Class”) as of **September 27, 2024** (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE A CLAIM. IN THE EVENT THAT VOTES ARE TABULATED ON A DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY THE VOTING DEADLINE.**

Your rights are described in the Combined Disclosure Statement and Plan, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Solicitation Procedures Order and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them by (a) writing via first class mail to LaVie Care Centers Ballot Processing, c/o KCC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from Kurtzman Carson Consultants LLC d/b/a Verita by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe you have received the wrong Ballot, please contact the Claims and Noticing Agent **immediately** at the address, telephone number, or email address set forth above.

You should review the Combined Disclosure Statement and Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 6A under the Plan.

**CAUTION - IF YOU DO NOTHING, YOUR RIGHTS MAY BE COMPROMISED. PLEASE PAY CAREFUL ATTENTION TO THE BELOW DISCLOSURE, AND IF YOU DO NOT UNDERSTAND OR HAVE FURTHER QUESTIONS, PLEASE CONSULT WITH YOUR ATTORNEY.**

THE SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT PLAN CONTAINS A DEBTOR RELEASE AND A THIRD-PARTY RELEASE. ADDITIONAL INFORMATION REGARDING THE DIFFERENCE BETWEEN A DEBTOR RELEASE AND A THIRD-PARTY RELEASE IS FOUND IN ARTICLE III.E OF THE PLAN.

A THIRD-PARTY RELEASE LIMITS OR RELEASES THE LIABILITY OF CERTAIN RELEASED PARTIES THAT ARE NON-DEBTOR PARTIES AND MAY PREVENT RELEASING PARTIES FROM SUING THE RELEASED PARTIES FOR THEIR ACTIONS. A THIRD-PARTY RELEASE MAY ONLY BE GRANTED CONSENSUALLY WITH EACH OF THE AFFECTED CREDITORS, BUT CONSENT MAY BE SHOWN BY A CREDITORS' FAILURE TO ACT.

**YOU HAVE THE CHOICE AS TO WHETHER YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE, AND THE CHOICE IS YOURS ALONE.** YOU WILL BE A RELEASING PARTY AND YOUR RIGHTS MAY BE COMPROMISED UNLESS YOU TAKE CERTAIN ACTIONS. IF YOU HOLD A CLAIM AGAINST THE DEBTORS AND WOULD LIKE TO OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST ELECT TO DO SO BY CHECKING THE OPT-OUT BOX CONTAINED IN ITEM 3 OF THIS BALLOT. YOU MUST ALSO VOTE TO REJECT THE PLAN OR ABSTAIN FROM VOTING. IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL BE A RELEASING PARTY. IF YOU DO NOT RECEIVE EITHER A BALLOT OR OPT OUT NOTICE FORM YOU MUST OBJECT TO THE THIRD-PARTY RELEASE OR YOU WILL BE A RELEASING PARTY. OPTING OUT OF THE THIRD-PARTY RELEASE WILL NOT OTHERWISE MODIFY YOUR TREATMENT OR RECOVERY UNDER THE PLAN.

THE RELEASED PARTIES ARE IDENTIFIED IN THE DEFINITION OF RELEASED PARTIES IN SECTION 1.243 OF THE PLAN. THE RELEASED PARTIES INCLUDE, AMONG OTHERS, THE DEBTORS, REORGANIZED DEBTORS, AND THEIR DIRECTORS AND OFFICERS. THE RELEASED PARTIES ALSO INCLUDE OMEGA, ABL SECURED PARTIES, AND THE DIP LENDERS.

**PLEASE READ THE FULL TEXT OF THE CONSENSUAL THIRD-PARTY RELEASES AND RELATED DISCLOSURES IN ARTICLES III.E AND X.D.2 OF THE PLAN, WHICH ARE SET FORTH HEREIN IN FULL IN ITEM 3, FOR FURTHER DETAIL REGARDING THE THIRD-PARTY RELEASE.** ANY HOLDER OF CLAIMS THAT (i) VOTES IN FAVOR OF THE PLAN, (ii) VOTES TO REJECT THE PLAN OR ABSTAINS FROM VOTING BUT THAT FAILS TO ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE ON HIS OR HER BALLOT OR OPT-OUT NOTICE FORM, OR (iii) THAT DOES NOT OBJECT TO THE THIRD-PARTY RELEASE IF SUCH HOLDER DID NOT RECEIVE A BALLOT OR OPT OUT NOTICE FORM WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY RELEASED AND DISCHARGED THE THIRD-PARTY RELEASED PARTIES PURSUANT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

**Electronically, Via Ballot Portal.** Submit your Ballot via upload through the Claims and Noticing Agent’s online portal, by visiting <https://www.veritaglobal.net/lavie> (the “**Ballot Portal**”) and following the instructions to submit your Ballot.

You may also scan the QR code (hosted at <https://www.veritaglobal.net/lavie>) below to access the E-Ballot Portal:



In order to submit a Ballot through the E-Ballot Portal, you must use the Unique E-Ballot ID# assigned to your claim. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive.

UNIQUE E-BALLOT IDENTIFICATION \_\_\_\_\_

UNIQUE E-BALLOT PIN \_\_\_\_\_

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

The Claims and Noticing Agent’s Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

*OR*

**Via Paper Ballot (if applicable).** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first-class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

By regular mail, overnight mail, or hand delivery at:

LaVie Care Centers Ballot Processing  
c/o KCC d/b/a Verita  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 709-4750

If you would like to coordinate hand delivery of your Ballot, please send an email to [LVCCinfo@VeritaGlobal.com](mailto:LVCCinfo@VeritaGlobal.com) and provide the anticipated date and time of your delivery.

**Item 1. Amount of Claim.**

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 6A Claim in the following *aggregate* unpaid amount:

\$ \_\_\_\_\_

**Item 2. Vote on Plan.**

The Holder of the Class 6A Claim against the Debtors, the aggregate amount of which is set forth in Item 1, votes to (please check one):

**ACCEPT** (vote FOR) the Plan       **REJECT** (vote AGAINST) the Plan

**Your vote on the Plan will be tabulated on a consolidated basis. In the event that tabulation on a debtor-by-debtor basis is required, your vote, as indicated in Item 2, will be applied to each applicable Debtor in the amount of your Claim(s) as indicated on your timely filed proof(s) of claim against each applicable Debtor or as listed in the Debtors’ schedules of assets and liabilities of each applicable Debtor, unless you contact the Claims and Noticing Agent to request additional Ballots for each applicable Debtor as set forth herein.**

**Item 3. Third-Party Release Opt-Out Election**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

The Holder of the Claim identified in Item 4 elects to:

**OPT OUT of the Third-Party Release**

**Important information regarding releases under the Plan.<sup>2</sup>**

Article X.D.1 of the Plan provides for a release by the Debtors (the “Debtor Release”):

**Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions**

<sup>2</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any GUC Trustee that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.D.1 shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action, or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release. Notwithstanding the foregoing, nothing in this paragraph shall be deemed to impair or affect the assignment of D&O Claims to the GUC Trust as set forth in Article VI.H herein.

Article X.D.2 of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or

after the Effective Date of any party or Entity under the Plan, the Plan Transaction or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

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

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.33 OF THE PLAN, "**AVOIDANCE ACTIONS**" MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(B) AND 724(A) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.74 OF THE PLAN, "**DEBTOR RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.265 OF THE PLAN, "**THIRD-PARTY RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.243 OF THE PLAN, "**RELEASED PARTIES**" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) OMEGA; (D) THE ABL SECURED PARTIES; (E) OHI DIP LENDER, LLC; (F) TIX 33433 LLC; (G) THE CRO; (H) THE INDEPENDENT MANAGER; AND (I) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES, EACH SUCH ENTITY'S CURRENT AND FORMER AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EQUITY INVESTORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED, HOWEVER*, THAT SUBJECT IN ALL RESPECTS TO ARTICLE IV.H OF THE PLAN, THE D&OS SHALL NOT BE RELEASED PARTIES FOR PURPOSES OF THE D&O CLAIMS, BUT SHALL BE RELEASED PARTIES FOR PURPOSES OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.244 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (D) EACH HOLDER OF AN UNCLASSIFIED CLAIM WHO DOES NOT OBJECT TO THE THIRD-PARTY RELEASE.

Article X.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

**Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however,* that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair: (1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional’s final fee application or accrued Professional Fee Claims in these Chapter 11 Cases; *provided, further,* that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.**

**The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from**

**asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.**

Article X.F of the Plan establishes an injunction (the “Injunction”):

**Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.**

**No enjoined party may commence, continue, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, or pursuing, a Claim or Cause of Action transferred to the Reorganized Debtors or the GUC Trust pursuant to the terms of the Plan, or a Claim or Cause of Action of any kind against the Debtors, the GUC Trustee, the Exculpated Parties, the Released Parties, or the Debtor Professionals that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article X.D and Article X.E hereof, or the Chapter 11 Cases, including, but not limited to, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the administration of the GUC Trust, or any transaction in furtherance of the foregoing, without the Bankruptcy Court (1) first determining after notice and a hearing, that such Claim or Cause of Action (i) represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, actual fraud, or gross negligence against a Protected Party, and (ii) was not otherwise released or transferred to the Reorganized Debtors or the GUC Trust under the terms hereof, and (2) specifically authorizing such enjoined party to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing before the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, or Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. The**

**Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI of the Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.**

**Item 4. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder (or authorized signatory for a Holder) of the Claims in the Voting Class(es) as set forth in Item 1;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Entity has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- (e) no other Ballots with respect to the amount of the Claim identified in Item 1 has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier Ballots are hereby revoked;
- (f) the Entity understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent; and
- (g) the Entity understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE NOVEMBER 4, 2024, AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Class 6A Claims with respect to the Combined Disclosure Statement and Plan. **PLEASE READ THE COMBINED DISCLOSURE STATEMENT AND PLAN CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Combined Disclosure Statement and Plan for more information.
3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Ballot ***must*** be returned to the Claims and Noticing Agent so as to be ***actually received*** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is November 4, 2024, at 4:00 p.m., prevailing Eastern Time.**
6. You will only receive one Ballot for each Voting Class in which you are eligible to vote, even if you hold Claims against multiple Debtors. If tabulation on a debtor-by-debtor basis is required, the Claims and Noticing Agent will tabulate the vote of a creditor holding Claims across multiple Debtors at each applicable Debtor. If you would like to vote to accept the Plan with respect to some Debtors against which you hold a Claim but to reject with respect to other Debtors against which you hold a Claim, you must contact the Claims and Noticing Agent to request Ballots for each such Debtor. Such request must be received with sufficient time for votes to be received by the Voting Deadline.
7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**
  - (a) any Ballot received after the Voting Deadline (inclusive of any extensions by the Debtors as provided in the Solicitation Procedures Order);
  - (b) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - (c) any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
  - (d) any Ballot cast for a claim which is listed in the Debtors' Schedules as contingent, unliquidated, or disputed or as zero or unknown in amount and (i) which is not the subject of a timely-filed proof of claim and (ii) for which no Rule 3018(a) Motion has been filed by the Rule 3018(a) Motion Deadline;
  - (e) any Ballot cast for a claim that was filed in a zero-dollar amount;
  - (f) any Ballot that indicates neither an acceptance nor a rejection, or indicates both an acceptance and rejection, of the Plan;
  - (g) any Ballot that casts part of its vote against a single Debtor in the same class to accept the Plan and part to reject the Plan;
  - (h) any form of Ballot other than the official form sent by the Claims and Noticing Agent, or a copy thereof;
  - (i) any Ballot received that the Claims and Noticing Agent cannot match to an existing database record;
  - (j) any Ballot that does not contain an original signature; provided, however, that for the avoidance of doubt, a Ballot submitted via the Claims and Noticing Agent's electronic Ballot portal shall be deemed to contain an original signature;
  - (k) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan;

- (l) any Ballot sent only to the Debtors or the Debtors' professionals and not the Claims and Noticing Agent; or
  - (m) any Ballot that is submitted by facsimile, email, or by other electronic means other than through the Claims and Noticing Agent's electronic Ballot portal.
8. The method of delivery of Ballots to the Claims and Noticing Agent is at the election and risk of each Holder of Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent **actually receives** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
  9. If multiple Ballots are received from the same Holder Claim with respect to the same Class prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
  10. You must vote all of your Claims within your respective class against a single Debtor either to accept or reject the Plan and may **not** split your vote.
  11. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
  12. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT:**

**U.S. and Canada Toll Free: (877) 709-4750  
International: (424) 236-7230**

**OR BY CLICKING THE “SUBMIT AN INQUIRY” OPTION AT  
[HTTPS://WWW.VERITAGLOBAL.NET/LAVIE/INQUIRY](https://www.veritaglobal.net/lavie/inquiry)**

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS NOVEMBER 4, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.**

*Scan the QR code below to view the Solicitation Procedures approved by the Court and the Combined Disclosure Statement and Plan (hosted at <https://www.veritaglobal.net/lavie>)*



**EXHIBIT 1-E**

**Form of Ballot for  
Class 6B (DivestCo General Unsecured Claims)**

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

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT CHAPTER 11 PLAN  
OF LAVIE CARE CENTERS, LLC AND ITS DEBTOR AFFILIATES AND  
OPT OUT FORM REGARDING THIRD-PARTY RELEASES CONTAINED THEREIN**

**BALLOT AND OPT OUT FORM FOR HOLDERS OF CLASS 6B  
DIVESTCO GENERAL UNSECURED CLAIMS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING  
BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**CLASSIFICATION AND TREATMENT OF CREDITOR CLAIMS AGAINST THE DEBTORS  
AND ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THE COMBINED  
DISCLOSURE STATEMENT AND PLAN (AS DEFINED HEREIN) ARE SUBJECT TO  
MATERIAL CHANGE.**

**YOU ARE RECEIVING A SINGLE BALLOT, EVEN IF YOU HOLD CLAIMS AGAINST  
MULTIPLE DEBTORS. IN THE EVENT THAT VOTES ARE TABULATED ON A  
DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS  
THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE  
PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT  
TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A  
CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST  
BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH  
SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY NOVEMBER 4, 2024, AT 4:00 P.M.,  
PREVAILING EASTERN TIME (THE "VOTING DEADLINE").**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED,  
EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE CLAIMS AND  
NOTICING AGENT BY THE VOTING DEADLINE IN ACCORDANCE WITH THE  
FOLLOWING:**

<sup>1</sup> 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.veritaglobal.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.

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. [ ]] (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof, the “Plan”, as may be subsequently modified, amended, or supplemented from time to time, and together, the “Combined Disclosure Statement and Plan”). The Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information for solicitation purposes pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”), by entry of an order on [ ], 2024 [Docket No. [ ]] (the “Solicitation Procedures Order”). The Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Combined Disclosure Statement and Plan.

You are receiving this ballot (this “Ballot”) because you are a Holder of a Class 6B Claim (a “Voting Class”) as of **September 27, 2024** (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE A CLAIM. IN THE EVENT THAT VOTES ARE TABULATED ON A DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY THE VOTING DEADLINE.**

Your rights are described in the Combined Disclosure Statement and Plan, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Solicitation Procedures Order and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them by (a) writing via first class mail to LaVie Care Centers Ballot Processing, c/o KCC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from Kurtzman Carson Consultants LLC d/b/a Verita by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe you have received the wrong Ballot, please contact the Claims and Noticing Agent **immediately** at the address, telephone number, or email address set forth above.

You should review the Combined Disclosure Statement and Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 6B under the Plan.

**CAUTION - IF YOU DO NOTHING, YOUR RIGHTS MAY BE COMPROMISED. PLEASE PAY CAREFUL ATTENTION TO THE BELOW DISCLOSURE, AND IF YOU DO NOT UNDERSTAND OR HAVE FURTHER QUESTIONS, PLEASE CONSULT WITH YOUR ATTORNEY.**

THE SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT PLAN CONTAINS A DEBTOR RELEASE AND A THIRD-PARTY RELEASE. ADDITIONAL INFORMATION REGARDING THE DIFFERENCE BETWEEN A DEBTOR RELEASE AND A THIRD-PARTY RELEASE IS FOUND IN ARTICLE III.E OF THE PLAN.

A THIRD-PARTY RELEASE LIMITS OR RELEASES THE LIABILITY OF CERTAIN RELEASED PARTIES THAT ARE NON-DEBTOR PARTIES AND MAY PREVENT RELEASING PARTIES FROM SUING THE RELEASED PARTIES FOR THEIR ACTIONS. A THIRD-PARTY RELEASE MAY ONLY BE GRANTED CONSENSUALLY WITH EACH OF THE AFFECTED CREDITORS, BUT CONSENT MAY BE SHOWN BY A CREDITORS' FAILURE TO ACT.

**YOU HAVE THE CHOICE AS TO WHETHER YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE, AND THE CHOICE IS YOURS ALONE.** YOU WILL BE A RELEASING PARTY AND YOUR RIGHTS MAY BE COMPROMISED UNLESS YOU TAKE CERTAIN ACTIONS. IF YOU HOLD A CLAIM AGAINST THE DEBTORS AND WOULD LIKE TO OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST ELECT TO DO SO BY CHECKING THE OPT-OUT BOX CONTAINED IN ITEM 3 OF THIS BALLOT. YOU MUST ALSO VOTE TO REJECT THE PLAN OR ABSTAIN FROM VOTING. IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL BE A RELEASING PARTY. IF YOU DO NOT RECEIVE EITHER A BALLOT OR OPT OUT NOTICE FORM YOU MUST OBJECT TO THE THIRD-PARTY RELEASE OR YOU WILL BE A RELEASING PARTY. OPTING OUT OF THE THIRD-PARTY RELEASE WILL NOT OTHERWISE MODIFY YOUR TREATMENT OR RECOVERY UNDER THE PLAN.

THE RELEASED PARTIES ARE IDENTIFIED IN THE DEFINITION OF RELEASED PARTIES IN SECTION 1.243 OF THE PLAN. THE RELEASED PARTIES INCLUDE, AMONG OTHERS, THE DEBTORS, REORGANIZED DEBTORS, AND THEIR DIRECTORS AND OFFICERS. THE RELEASED PARTIES ALSO INCLUDE OMEGA, ABL SECURED PARTIES, AND THE DIP LENDERS.

**PLEASE READ THE FULL TEXT OF THE CONSENSUAL THIRD-PARTY RELEASES AND RELATED DISCLOSURES IN ARTICLES III.E AND X.D.2 OF THE PLAN, WHICH ARE SET FORTH HEREIN IN FULL IN ITEM 3, FOR FURTHER DETAIL REGARDING THE THIRD-PARTY RELEASE.** ANY HOLDER OF CLAIMS THAT (i) VOTES IN FAVOR OF THE PLAN, (ii) VOTES TO REJECT THE PLAN OR ABSTAINS FROM VOTING BUT THAT FAILS TO ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE ON HIS OR HER BALLOT OR OPT-OUT NOTICE FORM, OR (iii) THAT DOES NOT OBJECT TO THE THIRD-PARTY RELEASE IF SUCH HOLDER DID NOT RECEIVE A BALLOT OR OPT OUT NOTICE FORM WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY RELEASED AND DISCHARGED THE THIRD-PARTY RELEASED PARTIES PURSUANT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

**Electronically, Via Ballot Portal.** Submit your Ballot via upload through the Claims and Noticing Agent’s online portal, by visiting <https://www.veritaglobal.net/lavie> (the “**Ballot Portal**”) and following the instructions to submit your Ballot.

You may also scan the QR code (hosted at <https://www.veritaglobal.net/lavie>) below to access the E-Ballot Portal:



In order to submit a Ballot through the E-Ballot Portal, you must use the Unique E-Ballot ID# assigned to your claim. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive.

UNIQUE E-BALLOT IDENTIFICATION \_\_\_\_\_

UNIQUE E-BALLOT PIN \_\_\_\_\_

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

The Claims and Noticing Agent’s Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

*OR*

**Via Paper Ballot (if applicable).** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first-class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

By regular mail, overnight mail, or hand delivery at:

LaVie Care Centers Ballot Processing  
c/o KCC d/b/a Verita  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 709-4750

If you would like to coordinate hand delivery of your Ballot, please send an email to [LVCCinfo@VeritaGlobal.com](mailto:LVCCinfo@VeritaGlobal.com) and provide the anticipated date and time of your delivery.

**Item 1. Amount of Claim.**

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 6B Claim in the following *aggregate* unpaid amount:

\$ \_\_\_\_\_

**Item 2. Vote on Plan.**

The Holder of the Class 6B Claim against the Debtors, the aggregate amount of which is set forth in Item 1, votes to (please check one):

**ACCEPT** (vote FOR) the Plan       **REJECT** (vote AGAINST) the Plan

**Your vote on the Plan will be tabulated on a consolidated basis. In the event that tabulation on a debtor-by-debtor basis is required, your vote, as indicated in Item 2, will be applied to each applicable Debtor in the amount of your Claim(s) as indicated on your timely filed proof(s) of claim against each applicable Debtor or as listed in the Debtors’ schedules of assets and liabilities of each applicable Debtor, unless you contact the Claims and Noticing Agent to request additional Ballots for each applicable Debtor as set forth herein.**

**Item 3. Third-Party Release Opt-Out Election**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

The Holder of the Claim identified in Item 4 elects to:

**OPT OUT of the Third-Party Release**

**Important information regarding releases under the Plan.<sup>2</sup>**

Article X.D.1 of the Plan provides for a release by the Debtors (the “Debtor Release”):

**Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions**

<sup>2</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any GUC Trustee that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.D.1 shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action, or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release. Notwithstanding the foregoing, nothing in this paragraph shall be deemed to impair or affect the assignment of D&O Claims to the GUC Trust as set forth in Article VI.H herein.

Article X.D.2 of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or

after the Effective Date of any party or Entity under the Plan, the Plan Transaction or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

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

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.33 OF THE PLAN, "**AVOIDANCE ACTIONS**" MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(B) AND 724(A) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.74 OF THE PLAN, "**DEBTOR RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.265 OF THE PLAN, "**THIRD-PARTY RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.243 OF THE PLAN, "**RELEASED PARTIES**" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) OMEGA; (D) THE ABL SECURED PARTIES; (E) OHI DIP LENDER, LLC; (F) TIX 33433 LLC; (G) THE CRO; (H) THE INDEPENDENT MANAGER; AND (I) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES, EACH SUCH ENTITY'S CURRENT AND FORMER AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EQUITY INVESTORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED, HOWEVER*, THAT SUBJECT IN ALL RESPECTS TO ARTICLE IV.H OF THE PLAN, THE D&OS SHALL NOT BE RELEASED PARTIES FOR PURPOSES OF THE D&O CLAIMS, BUT SHALL BE RELEASED PARTIES FOR PURPOSES OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.244 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (D) EACH HOLDER OF AN UNCLASSIFIED CLAIM WHO DOES NOT OBJECT TO THE THIRD-PARTY RELEASE.

Article X.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

**Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair: (1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional’s final fee application or accrued Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.**

**The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from**

**asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.**

Article X.F of the Plan establishes an injunction (the “Injunction”):

**Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.**

**No enjoined party may commence, continue, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, or pursuing, a Claim or Cause of Action transferred to the Reorganized Debtors or the GUC Trust pursuant to the terms of the Plan, or a Claim or Cause of Action of any kind against the Debtors, the GUC Trustee, the Exculpated Parties, the Released Parties, or the Debtor Professionals that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article X.D and Article X.E hereof, or the Chapter 11 Cases, including, but not limited to, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the administration of the GUC Trust, or any transaction in furtherance of the foregoing, without the Bankruptcy Court (1) first determining after notice and a hearing, that such Claim or Cause of Action (i) represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, actual fraud, or gross negligence against a Protected Party, and (ii) was not otherwise released or transferred to the Reorganized Debtors or the GUC Trust under the terms hereof, and (2) specifically authorizing such enjoined party to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing before the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, or Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. The**

**Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI of the Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.**

**Item 4. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder (or authorized signatory for a Holder) of the Claims in the Voting Class(es) as set forth in Item 1;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Entity has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- (e) no other Ballots with respect to the amount of the Claim identified in Item 1 has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier Ballots are hereby revoked;
- (f) the Entity understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent; and
- (g) the Entity understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE NOVEMBER 4, 2024, AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Class 6B Claims with respect to the Combined Disclosure Statement and Plan. **PLEASE READ THE COMBINED DISCLOSURE STATEMENT AND PLAN CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Combined Disclosure Statement and Plan for more information.
3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Ballot ***must*** be returned to the Claims and Noticing Agent so as to be ***actually received*** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is November 4, 2024, at 4:00 p.m., prevailing Eastern Time.**
6. You will only receive one Ballot for each Voting Class in which you are eligible to vote, even if you hold Claims against multiple Debtors. If tabulation on a debtor-by-debtor basis is required, the Claims and Noticing Agent will tabulate the vote of a creditor holding Claims across multiple Debtors at each applicable Debtor. If you would like to vote to accept the Plan with respect to some Debtors against which you hold a Claim but to reject with respect to other Debtors against which you hold a Claim, you must contact the Claims and Noticing Agent to request Ballots for each such Debtor. Such request must be received with sufficient time for votes to be received by the Voting Deadline.
7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**
  - (a) any Ballot received after the Voting Deadline (inclusive of any extensions by the Debtors as provided in the Solicitation Procedures Order);
  - (b) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - (c) any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
  - (d) any Ballot cast for a claim which is listed in the Debtors' Schedules as contingent, unliquidated, or disputed or as zero or unknown in amount and (i) which is not the subject of a timely-filed proof of claim and (ii) for which no Rule 3018(a) Motion has been filed by the Rule 3018(a) Motion Deadline;
  - (e) any Ballot cast for a claim that was filed in a zero-dollar amount;
  - (f) any Ballot that indicates neither an acceptance nor a rejection, or indicates both an acceptance and rejection, of the Plan;
  - (g) any Ballot that casts part of its vote against a single Debtor in the same class to accept the Plan and part to reject the Plan;
  - (h) any form of Ballot other than the official form sent by the Claims and Noticing Agent, or a copy thereof;
  - (i) any Ballot received that the Claims and Noticing Agent cannot match to an existing database record;
  - (j) any Ballot that does not contain an original signature; provided, however, that for the avoidance of doubt, a Ballot submitted via the Claims and Noticing Agent's electronic Ballot portal shall be deemed to contain an original signature;
  - (k) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan;

- (l) any Ballot sent only to the Debtors or the Debtors' professionals and not the Claims and Noticing Agent; or
  - (m) any Ballot that is submitted by facsimile, email, or by other electronic means other than through the Claims and Noticing Agent's electronic Ballot portal.
8. The method of delivery of Ballots to the Claims and Noticing Agent is at the election and risk of each Holder of Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent **actually receives** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
  9. If multiple Ballots are received from the same Holder Claim with respect to the same Class prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
  10. You must vote all of your Claims within your respective class against a single Debtor either to accept or reject the Plan and may **not** split your vote.
  11. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
  12. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT:**

**U.S. and Canada Toll Free: (877) 709-4750  
International: (424) 236-7230**

**OR BY CLICKING THE “SUBMIT AN INQUIRY” OPTION AT  
[HTTPS://WWW.VERITAGLOBAL.NET/LAVIE/INQUIRY](https://www.veritaglobal.net/lavie/inquiry)**

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS NOVEMBER 4, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.**

*Scan the QR code below to view the Solicitation Procedures approved by the Court and the Combined Disclosure Statement and Plan (hosted at <https://www.veritaglobal.net/lavie>)*



**EXHIBIT 1-F**

**Form of Ballot for  
Class 6C (Joint & Several OpCo General Unsecured Claims)**

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

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT CHAPTER 11 PLAN  
OF LAVIE CARE CENTERS, LLC AND ITS DEBTOR AFFILIATES AND  
OPT OUT FORM REGARDING THIRD-PARTY RELEASES CONTAINED THEREIN**

**BALLOT AND OPT OUT FORM FOR HOLDERS OF CLASS 6C  
JOINT & SEVERAL OPCO GENERAL UNSECURED CLAIMS**

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING  
BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**CLASSIFICATION AND TREATMENT OF CREDITOR CLAIMS AGAINST THE DEBTORS  
AND ANY PROJECTED RECOVERIES TO CREDITORS SET FORTH IN THE COMBINED  
DISCLOSURE STATEMENT AND PLAN (AS DEFINED HEREIN) ARE SUBJECT TO  
MATERIAL CHANGE.**

**YOU ARE RECEIVING A SINGLE BALLOT, EVEN IF YOU HOLD CLAIMS AGAINST  
MULTIPLE DEBTORS. IN THE EVENT THAT VOTES ARE TABULATED ON A  
DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS  
THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE  
PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT  
TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A  
CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST  
BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH  
SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY NOVEMBER 4, 2024, AT 4:00 P.M.,  
PREVAILING EASTERN TIME (THE "VOTING DEADLINE").**

**IN ORDER FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED,  
EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE CLAIMS AND  
NOTICING AGENT BY THE VOTING DEADLINE IN ACCORDANCE WITH THE  
FOLLOWING:**

<sup>1</sup> 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.veritaglobal.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.

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) are soliciting votes with respect to the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. [ ]] (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof, the “Plan”, as may be subsequently modified, amended, or supplemented from time to time, and together, the “Combined Disclosure Statement and Plan”). The Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”) has conditionally approved the Disclosure Statement as containing adequate information for solicitation purposes pursuant to section 1125 of title 11 of the United States Code (the “Bankruptcy Code”), by entry of an order on [ ], 2024 [Docket No. [ ]] (the “Solicitation Procedures Order”). The Bankruptcy Court’s conditional approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Combined Disclosure Statement and Plan.

You are receiving this ballot (this “Ballot”) because you are a Holder of a Class 6C Claim (a “Voting Class”) as of **September 27, 2024** (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

**YOUR VOTE ON THIS BALLOT WILL BE APPLIED TO EACH DEBTOR AGAINST WHICH YOU HAVE A CLAIM. IN THE EVENT THAT VOTES ARE TABULATED ON A DEBTOR-BY-DEBTOR BASIS, YOUR VOTE WILL BE COUNTED TOWARDS ALL DEBTORS THAT YOU HOLD CLAIMS AGAINST. IF YOU WOULD LIKE TO VOTE TO ACCEPT THE PLAN WITH RESPECT TO SOME DEBTORS AGAINST WHICH YOU HOLD A CLAIM BUT TO REJECT WITH RESPECT TO OTHER DEBTORS AGAINST WHICH YOU HOLD A CLAIM, YOU MUST CONTACT THE CLAIMS AND NOTICING AGENT TO REQUEST BALLOTS FOR EACH SUCH DEBTOR. SUCH REQUEST MUST BE RECEIVED WITH SUFFICIENT TIME FOR VOTES TO BE RECEIVED BY THE VOTING DEADLINE.**

Your rights are described in the Combined Disclosure Statement and Plan, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Solicitation Procedures Order and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them by (a) writing via first class mail to LaVie Care Centers Ballot Processing, c/o KCC d/b/a Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from Kurtzman Carson Consultants LLC d/b/a Verita by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe you have received the wrong Ballot, please contact the Claims and Noticing Agent **immediately** at the address, telephone number, or email address set forth above.

You should review the Combined Disclosure Statement and Plan and the instructions contained herein before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 6C under the Plan.

**CAUTION - IF YOU DO NOTHING, YOUR RIGHTS MAY BE COMPROMISED. PLEASE PAY CAREFUL ATTENTION TO THE BELOW DISCLOSURE, AND IF YOU DO NOT UNDERSTAND OR HAVE FURTHER QUESTIONS, PLEASE CONSULT WITH YOUR ATTORNEY.**

THE SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT PLAN CONTAINS A DEBTOR RELEASE AND A THIRD-PARTY RELEASE. ADDITIONAL INFORMATION REGARDING THE DIFFERENCE BETWEEN A DEBTOR RELEASE AND A THIRD-PARTY RELEASE IS FOUND IN ARTICLE III.E OF THE PLAN.

A THIRD-PARTY RELEASE LIMITS OR RELEASES THE LIABILITY OF CERTAIN RELEASED PARTIES THAT ARE NON-DEBTOR PARTIES AND MAY PREVENT RELEASING PARTIES FROM SUING THE RELEASED PARTIES FOR THEIR ACTIONS. A THIRD-PARTY RELEASE MAY ONLY BE GRANTED CONSENSUALLY WITH EACH OF THE AFFECTED CREDITORS, BUT CONSENT MAY BE SHOWN BY A CREDITORS' FAILURE TO ACT.

**YOU HAVE THE CHOICE AS TO WHETHER YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE, AND THE CHOICE IS YOURS ALONE.** YOU WILL BE A RELEASING PARTY AND YOUR RIGHTS MAY BE COMPROMISED UNLESS YOU TAKE CERTAIN ACTIONS. IF YOU HOLD A CLAIM AGAINST THE DEBTORS AND WOULD LIKE TO OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST ELECT TO DO SO BY CHECKING THE OPT-OUT BOX CONTAINED IN ITEM 3 OF THIS BALLOT. YOU MUST ALSO VOTE TO REJECT THE PLAN OR ABSTAIN FROM VOTING. IF YOU VOTE TO ACCEPT THE PLAN, YOU WILL BE A RELEASING PARTY. IF YOU DO NOT RECEIVE EITHER A BALLOT OR OPT OUT NOTICE FORM YOU MUST OBJECT TO THE THIRD-PARTY RELEASE OR YOU WILL BE A RELEASING PARTY. OPTING OUT OF THE THIRD-PARTY RELEASE WILL NOT OTHERWISE MODIFY YOUR TREATMENT OR RECOVERY UNDER THE PLAN.

THE RELEASED PARTIES ARE IDENTIFIED IN THE DEFINITION OF RELEASED PARTIES IN SECTION 1.243 OF THE PLAN. THE RELEASED PARTIES INCLUDE, AMONG OTHERS, THE DEBTORS, REORGANIZED DEBTORS, AND THEIR DIRECTORS AND OFFICERS. THE RELEASED PARTIES ALSO INCLUDE OMEGA, ABL SECURED PARTIES, AND THE DIP LENDERS.

**PLEASE READ THE FULL TEXT OF THE CONSENSUAL THIRD-PARTY RELEASES AND RELATED DISCLOSURES IN ARTICLES III.E AND X.D.2 OF THE PLAN, WHICH ARE SET FORTH HEREIN IN FULL IN ITEM 3, FOR FURTHER DETAIL REGARDING THE THIRD-PARTY RELEASE.** ANY HOLDER OF CLAIMS THAT (i) VOTES IN FAVOR OF THE PLAN, (ii) VOTES TO REJECT THE PLAN OR ABSTAINS FROM VOTING BUT THAT FAILS TO ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE ON HIS OR HER BALLOT OR OPT-OUT NOTICE FORM, OR (iii) THAT DOES NOT OBJECT TO THE THIRD-PARTY RELEASE IF SUCH HOLDER DID NOT RECEIVE A BALLOT OR OPT OUT NOTICE FORM WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY RELEASED AND DISCHARGED THE THIRD-PARTY RELEASED PARTIES PURSUANT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

**PLEASE SUBMIT YOUR BALLOT BY ONE OF THE FOLLOWING TWO METHODS:**

**Electronically, Via Ballot Portal.** Submit your Ballot via upload through the Claims and Noticing Agent's online portal, by visiting <https://www.veritaglobal.net/lavie> (the "**Ballot Portal**") and following the instructions to submit your Ballot.

You may also scan the QR code (hosted at <https://www.veritaglobal.net/lavie>) below to access the E-Ballot Portal:



In order to submit a Ballot through the E-Ballot Portal, you must use the Unique E-Ballot ID# assigned to your claim. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive.

UNIQUE E-BALLOT IDENTIFICATION \_\_\_\_\_

UNIQUE E-BALLOT PIN \_\_\_\_\_

Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of your electronic Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable.

Creditors who cast a Ballot using the E-Ballot Portal should NOT also submit a paper Ballot.

The Claims and Noticing Agent's Ballot Portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

*OR*

**Via Paper Ballot (if applicable).** Complete, sign, and date this Ballot and return it (with an original signature) promptly via first-class mail (or in the enclosed reply envelope provided), overnight courier, or hand delivery to:

By regular mail, overnight mail, or hand delivery at:

LaVie Care Centers Ballot Processing  
c/o KCC d/b/a Verita  
222 N. Pacific Coast Highway, Suite 300  
El Segundo, CA 90245  
(877) 709-4750

If you would like to coordinate hand delivery of your Ballot, please send an email to [LVCCinfo@VeritaGlobal.com](mailto:LVCCinfo@VeritaGlobal.com) and provide the anticipated date and time of your delivery.

**Item 1. Amount of Claim.**

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of a Class 6C Claim in the following *aggregate* unpaid amount:

\$ \_\_\_\_\_

**Item 2. Vote on Plan.**

The Holder of the Class 6C Claim against the Debtors, the aggregate amount of which is set forth in Item 1, votes to (please check one):

**ACCEPT** (vote FOR) the Plan       **REJECT** (vote AGAINST) the Plan

**Your vote on the Plan will be tabulated on a consolidated basis. In the event that tabulation on a debtor-by-debtor basis is required, your vote, as indicated in Item 2, will be applied to each applicable Debtor in the amount of your Claim(s) as indicated on your timely filed proof(s) of claim against each applicable Debtor or as listed in the Debtors’ schedules of assets and liabilities of each applicable Debtor, unless you contact the Claims and Noticing Agent to request additional Ballots for each applicable Debtor as set forth herein.**

**Item 3. Third-Party Release Opt-Out Election**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

The Holder of the Claim identified in Item 4 elects to:

**OPT OUT of the Third-Party Release**

**Important information regarding releases under the Plan.<sup>2</sup>**

Article X.D.1 of the Plan provides for a release by the Debtors (the “Debtor Release”):

**Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions**

<sup>2</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Ballot.

and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any GUC Trustee that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.D.1 shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action, or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, unless otherwise expressly provided for in this Plan.

**Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court’s finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties’ contributions to facilitating the Plan Transaction and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors’ Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release. Notwithstanding the foregoing, nothing in this paragraph shall be deemed to impair or affect the assignment of D&O Claims to the GUC Trust as set forth in Article VI.H herein.**

Article X.D.2 of the Plan provides for a third-party release by the Releasing Parties (the “Third-Party Release”):

**Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or**

after the Effective Date of any party or Entity under the Plan, the Plan Transaction or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

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

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.33 OF THE PLAN, "**AVOIDANCE ACTIONS**" MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(B) AND 724(A) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.74 OF THE PLAN, "**DEBTOR RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.265 OF THE PLAN, "**THIRD-PARTY RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.243 OF THE PLAN, "**RELEASED PARTIES**" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) OMEGA; (D) THE ABL SECURED PARTIES; (E) OHI DIP LENDER, LLC; (F) TIX 33433 LLC; (G) THE CRO; (H) THE INDEPENDENT MANAGER; AND (I) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES, EACH SUCH ENTITY'S CURRENT AND FORMER AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EQUITY INVESTORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED, HOWEVER*, THAT SUBJECT IN ALL RESPECTS TO ARTICLE IV.H OF THE PLAN, THE D&OS SHALL NOT BE RELEASED PARTIES FOR PURPOSES OF THE D&O CLAIMS, BUT SHALL BE RELEASED PARTIES FOR PURPOSES OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.244 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (D) EACH HOLDER OF AN UNCLASSIFIED CLAIM WHO DOES NOT OBJECT TO THE THIRD-PARTY RELEASE.

Article X.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

**Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair: (1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional’s final fee application or accrued Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.**

**The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from**

**asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.**

Article X.F of the Plan establishes an injunction (the “Injunction”):

**Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.**

**No enjoined party may commence, continue, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, or pursuing, a Claim or Cause of Action transferred to the Reorganized Debtors or the GUC Trust pursuant to the terms of the Plan, or a Claim or Cause of Action of any kind against the Debtors, the GUC Trustee, the Exculpated Parties, the Released Parties, or the Debtor Professionals that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article X.D and Article X.E hereof, or the Chapter 11 Cases, including, but not limited to, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the administration of the GUC Trust, or any transaction in furtherance of the foregoing, without the Bankruptcy Court (1) first determining after notice and a hearing, that such Claim or Cause of Action (i) represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, actual fraud, or gross negligence against a Protected Party, and (ii) was not otherwise released or transferred to the Reorganized Debtors or the GUC Trust under the terms hereof, and (2) specifically authorizing such enjoined party to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing before the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, or Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. The**

**Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI of the Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.**

**Item 4. Certifications.**

By signing this Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder (or authorized signatory for a Holder) of the Claims in the Voting Class(es) as set forth in Item 1;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has reviewed a copy of the Disclosure Statement, the Plan, and the remainder of the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the Entity has not relied on any statement made or other information received from any person with respect to the Plan other than the information contained in the Solicitation Package or other publicly available materials;
- (e) no other Ballots with respect to the amount of the Claim identified in Item 1 has been cast or, if any other Ballots have been cast with respect to such Claim, then any such earlier Ballots are hereby revoked;
- (f) the Entity understands and acknowledges that if multiple Ballots are submitted voting the Claim set forth in Item 1, only the last properly completed Ballot voting the Claim and received by the Claims and Noticing Agent before the Voting Deadline shall be deemed to reflect the voter's intent and thus to supersede and revoke any prior Ballots received by the Claims and Noticing Agent; and
- (g) the Entity understands and acknowledges that all authority conferred or agreed to be conferred pursuant to this Ballot, and every obligation of the Holder hereunder, shall be binding upon the transferees, successors, assigns, heirs, executors, administrators, and legal representatives of the Holder and shall not be affected by, and shall survive, the death or incapacity of the Holder.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than the Holder)
Title:	_____
Address:	_____
	_____
	_____
Telephone Number:	_____
Email:	_____
Date Completed:	_____

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE NOVEMBER 4, 2024, AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED BY THIS BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

**INSTRUCTIONS FOR COMPLETING THIS BALLOT**

1. The Debtors are soliciting the votes of Holders of Class 6C Claims with respect to the Combined Disclosure Statement and Plan. **PLEASE READ THE COMBINED DISCLOSURE STATEMENT AND PLAN CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Bankruptcy Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or at least two-thirds in amount of Interests in at least one class that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Combined Disclosure Statement and Plan for more information.
3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Ballot.** To ensure that your Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and submit your Ballot as instructed herein.

5. Your Ballot ***must*** be returned to the Claims and Noticing Agent so as to be ***actually received*** by the Claims and Noticing Agent on or before the Voting Deadline. **The Voting Deadline is November 4, 2024, at 4:00 p.m., prevailing Eastern Time.**
6. You will only receive one Ballot for each Voting Class in which you are eligible to vote, even if you hold Claims against multiple Debtors. If tabulation on a debtor-by-debtor basis is required, the Claims and Noticing Agent will tabulate the vote of a creditor holding Claims across multiple Debtors at each applicable Debtor. If you would like to vote to accept the Plan with respect to some Debtors against which you hold a Claim but to reject with respect to other Debtors against which you hold a Claim, you must contact the Claims and Noticing Agent to request Ballots for each such Debtor. Such request must be received with sufficient time for votes to be received by the Voting Deadline.
7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Ballots will *not* be counted:**
  - (a) any Ballot received after the Voting Deadline (inclusive of any extensions by the Debtors as provided in the Solicitation Procedures Order);
  - (b) any Ballot that is illegible or contains insufficient information to permit the identification of the claimant;
  - (c) any Ballot cast by a person or entity that does not hold a claim in a class that is entitled to vote to accept or reject the Plan;
  - (d) any Ballot cast for a claim which is listed in the Debtors' Schedules as contingent, unliquidated, or disputed or as zero or unknown in amount and (i) which is not the subject of a timely-filed proof of claim and (ii) for which no Rule 3018(a) Motion has been filed by the Rule 3018(a) Motion Deadline;
  - (e) any Ballot cast for a claim that was filed in a zero-dollar amount;
  - (f) any Ballot that indicates neither an acceptance nor a rejection, or indicates both an acceptance and rejection, of the Plan;
  - (g) any Ballot that casts part of its vote against a single Debtor in the same class to accept the Plan and part to reject the Plan;
  - (h) any form of Ballot other than the official form sent by the Claims and Noticing Agent, or a copy thereof;
  - (i) any Ballot received that the Claims and Noticing Agent cannot match to an existing database record;
  - (j) any Ballot that does not contain an original signature; provided, however, that for the avoidance of doubt, a Ballot submitted via the Claims and Noticing Agent's electronic Ballot portal shall be deemed to contain an original signature;
  - (k) any Ballot submitted by a party not entitled to cast a vote with respect to the Plan;

- (l) any Ballot sent only to the Debtors or the Debtors' professionals and not the Claims and Noticing Agent; or
  - (m) any Ballot that is submitted by facsimile, email, or by other electronic means other than through the Claims and Noticing Agent's electronic Ballot portal.
8. The method of delivery of Ballots to the Claims and Noticing Agent is at the election and risk of each Holder of Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Claims and Noticing Agent **actually receives** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
  9. If multiple Ballots are received from the same Holder Claim with respect to the same Class prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.
  10. You must vote all of your Claims within your respective class against a single Debtor either to accept or reject the Plan and may **not** split your vote.
  11. This Ballot does **not** constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
  12. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Claims and Noticing Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.

**PLEASE SUBMIT YOUR BALLOT PROMPTLY**

**IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT:**

**U.S. and Canada Toll Free: (877) 709-4750  
International: (424) 236-7230**

**OR BY CLICKING THE “SUBMIT AN INQUIRY” OPTION AT  
[HTTPS://WWW.VERITAGLOBAL.NET/LAVIE/INQUIRY](https://www.veritaglobal.net/lavie/inquiry)**

**IF THE CLAIMS AND NOTICING AGENT DOES NOT *ACTUALLY RECEIVE* THIS BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS NOVEMBER 4, 2024 AT 4:00 P.M., PREVAILING EASTERN TIME, AND IF THE VOTING DEADLINE IS NOT EXTENDED, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.**

*Scan the QR code below to view the Solicitation Procedures approved by the Court and the Combined Disclosure Statement and Plan (hosted at <https://www.veritaglobal.net/lavie>)*



**EXHIBIT 2-A**

**Notice of Non-Voting Status for Unimpaired Classes**

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

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Jointly Administered)

**NOTICE OF (A) NON-VOTING STATUS TO HOLDERS OF UNIMPAIRED CLAIMS OR INTERESTS CONCLUSIVELY PRESUMED TO ACCEPT CHAPTER 11 PLAN AND (B) OPT OUT FORM REGARDING THIRD-PARTY RELEASES CONTAINED IN CHAPTER 11 PLAN**

**PLEASE TAKE NOTICE THAT** on October 1, 2024, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. [\_\_]] (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof, the “Plan”, including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, and collectively, as may be amended, supplemented, or otherwise modified, the “Combined Disclosure Statement and Plan”)<sup>2</sup> with the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

**PLEASE TAKE FURTHER NOTICE THAT** on [\_\_], 2024, the Court entered an order [Docket No. [\_\_]] (the “Solicitation Procedures Order”) that, among other things: (a) conditionally approved the Disclosure Statement as containing “adequate information” pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) subject to final approval at the Combined Hearing (as defined below) and (b) authorized the Debtors to solicit acceptances for the Combined Disclosure Statement and Plan.

**PLEASE TAKE FURTHER NOTICE THAT** because of the nature and treatment of your Claim or Interest under the Plan, *you are not entitled to vote on the Plan*. Specifically, under the terms of the Plan, as a Holder of a Claim (as currently asserted against the Debtors) that is not

<sup>1</sup> 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.veritaglobal.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.

<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings set forth in the Combined Disclosure Statement and Plan or the Solicitation Procedures Order, as applicable.

Impaired and conclusively presumed to have accepted the Plan pursuant to Bankruptcy Code section 1126(f), you are *not* entitled to vote on the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider final approval of the Disclosure Statement and Confirmation of the Plan (the “Combined Hearing”) will commence on **November 14, 2024, at 9:30 a.m., prevailing Eastern Time**, before the Honorable Paul M. Baisier, in **Courtroom 1202 of the United States Bankruptcy Court for the Northern District of Georgia in the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303**, which may be attended in person or via the Court’s Virtual Hearing Room. You may 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](http://www.ganb.uscourts.gov), or the link on the judge’s webpage, which can also be found on the Court’s website. Please also review the “Hearing Information” tab on the judge’s webpage for further information about the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position 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.

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to Article VII of the Combined Disclosure Statement and Plan, on the Effective Date, all Executory Contracts not assumed before the Effective Date or subject to a pending motion to assume as of the Effective Date, will be deemed automatically rejected, and the Order confirming the Combined Disclosure Statement and Plan shall constitute an Order approving such rejection as of the Effective Date.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to final approval of the Disclosure Statement and Confirmation of the Plan is **November 4, 2024, at 4:00 p.m., prevailing Eastern Time** (the “Confirmation Objection Deadline”). All objections to the relief sought at the Combined Hearing *must*: (a) be in writing, (b) conform to the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and any orders of the Court, (c) set forth the name and address of the objecting party, (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objections, and (e) be filed with the Court and the following parties (collectively, the “Notice Parties”), so as to be received on or before the Plan Objection Deadline: (i) LaVie Care Centers, LLC, 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338; (ii) counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, Georgia 30309 (Attn: Daniel M. Simon) and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Emily C. Keil); (iii) counsel to the Committee, Troutman Pepper Hamilton Sanders LLP, 3000 Two Logan Square, Eighteenth and Arch St., Philadelphia, PA 19103 (Attn: Francis J. Lawall) and 875 Third Avenue, New York, NY 10022 (Attn: Deborah Kovsky-Apap); and (iv) the United States Trustee of the Northern District of Georgia, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams) on or before the Confirmation Objection Deadline.

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Combined Disclosure Statement and Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants LLC d/b/a Verita, the claims and noticing agent retained by the Debtors in these Chapter 11 Cases (the “Claims and Noticing Agent”), by: (a) writing via first

class mail, to KCC d/b/a Verita re LaVie Care Centers, LLC, et al., 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from the Claims and Noticing Agent by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

**CAUTION - IF YOU DO NOTHING, YOUR RIGHTS MAY BE COMPROMISED. PLEASE PAY CAREFUL ATTENTION TO THE BELOW DISCLOSURE, AND IF YOU DO NOT UNDERSTAND OR HAVE FURTHER QUESTIONS, PLEASE CONSULT WITH YOUR ATTORNEY.**

THE SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT PLAN CONTAINS A DEBTOR RELEASE AND A THIRD-PARTY RELEASE. ADDITIONAL INFORMATION REGARDING THE DIFFERENCE BETWEEN A DEBTOR RELEASE AND A THIRD-PARTY RELEASE IS FOUND IN ARTICLE III.E OF THE PLAN.

A THIRD-PARTY RELEASE LIMITS OR RELEASES THE LIABILITY OF CERTAIN RELEASED PARTIES THAT ARE NON-DEBTOR PARTIES AND MAY PREVENT RELEASING PARTIES FROM SUING THE RELEASED PARTIES FOR THEIR ACTIONS. A THIRD-PARTY RELEASE MAY ONLY BE GRANTED CONSENSUALLY WITH EACH OF THE AFFECTED CREDITORS, BUT CONSENT MAY BE SHOWN BY A CREDITORS’ FAILURE TO ACT.

**YOU HAVE THE CHOICE AS TO WHETHER YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE, AND THE CHOICE IS YOURS ALONE. YOU WILL BE A RELEASING PARTY AND YOUR RIGHTS MAY BE COMPROMISED UNLESS YOU TAKE CERTAIN ACTIONS. IF YOU HOLD A CLAIM AGAINST THE DEBTORS AND WOULD LIKE TO OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST ELECT TO DO SO BY CHECKING THE OPT-OUT BOX ON THIS OPT-OUT NOTICE FORM. OPTING OUT OF THE THIRD-PARTY RELEASE WILL NOT OTHERWISE MODIFY YOUR TREATMENT OR RECOVERY UNDER THE PLAN.**

THE RELEASED PARTIES ARE IDENTIFIED IN THE DEFINITION OF RELEASED PARTIES IN SECTION 1.243 OF THE PLAN. THE RELEASED PARTIES INCLUDE, AMONG OTHERS, THE DEBTORS, REORGANIZED DEBTORS, AND THEIR DIRECTORS AND OFFICERS. THE RELEASED PARTIES ALSO INCLUDE OMEGA, ABL SECURED PARTIES, AND THE DIP LENDERS.

**PLEASE READ THE FULL TEXT OF THE CONSENSUAL THIRD-PARTY RELEASES AND RELATED DISCLOSURES IN ARTICLES III.E AND X.D.2 OF THE PLAN, WHICH ARE SET FORTH HEREIN IN FULL IN ITEM 3, FOR FURTHER DETAIL REGARDING THE THIRD-PARTY RELEASE. ANY HOLDER OF CLAIMS THAT (i) VOTES IN FAVOR OF THE PLAN, (ii) VOTES TO REJECT THE PLAN OR ABSTAINS FROM VOTING BUT THAT FAILS TO ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE ON HIS OR HER BALLOT OR OPT-OUT NOTICE FORM, OR (iii) THAT DOES NOT OBJECT TO THE THIRD-PARTY RELEASE IF SUCH HOLDER DID NOT RECEIVE A BALLOT OR OPT OUT NOTICE FORM WILL BE**

**DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY RELEASED AND DISCHARGED THE THIRD-PARTY RELEASED PARTIES PURSUANT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.**

Dated: Atlanta, Georgia  
[•], 2024

**MCDERMOTT WILL & EMERY LLP**

*/s/ DRAFT*

\_\_\_\_\_  
Daniel M. Simon (Georgia Bar No. 690075)  
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- and -

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clee@mwe.com

*Counsel for the Debtors and Debtors-in-Possession*

**OPTIONAL: RELEASE OPT OUT FORM**

You are receiving this optional opt out form (the “Opt Out Form”) because you are or may be a Holder of a Claim or Interest that is not entitled to vote on the plan portion of the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as modified, amended, or supplemented from time to time, the “Plan”). Holders of Claims or Interests are deemed to grant the Third-Party Release set forth in the Plan unless a Holder affirmatively opts out by **November 4, 2024, at 4:00 p.m., prevailing Eastern Time** (the “Opt Out Deadline”). Holders of Claims or Interests may affirmatively opt out by, no later than the Voting Deadline, (a) submitting this form in accordance with the directions herein or (b) filing an objection to the Third-Party Release with the Bankruptcy Court.

**If you believe you are a Holder of a Claim or Interest with respect to the Debtors and choose to opt out of the Third-Party Release set forth in Article X.D.2 of the Plan, please either** (a) promptly complete, sign, and date this Opt Out Form and return it via first class mail, overnight courier, or hand delivery to Kurtzman Carson Consultants LLC d/b/a Verita (the “Claims and Noticing Agent”) at the address set forth below or (b) submit your Opt Out Form through the Claims and Noticing Agent’s online Opt Out Portal in accordance with the directions provided below. Parties that submit their Opt Out Form using the Opt Out Portal should NOT also submit a paper Opt Out Form.

**THIS OPT OUT FORM MUST BE ACTUALLY RECEIVED (WHETHER A PHYSICAL COPY IS RETURNED OR THE OPT OUT FORM IS COMPLETED ONLINE) BY THE CLAIMS AND NOTICING AGENT BY THE OPT OUT DEADLINE. IF THE OPT OUT FORM IS RECEIVED AFTER THE OPT OUT DEADLINE, IT WILL NOT BE COUNTED.**

**Item 1. Third-Party Release Opt-Out Election**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

**YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:**

<input type="checkbox"/> <b>The Undersigned Holder of the Claim or Interest elects to <u>OPT OUT of the Third-Party Release</u></b>
---

**Important information regarding releases under the Plan.**<sup>1</sup>

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<sup>1</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Opt Out Form. Defined terms used but not defined herein shall have the meaning ascribed to such term as in the Plan.

Article X.D.1 of the Plan provides for a release by the Debtors (the “Debtor Release”):

Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any GUC Trustee that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.D.1 shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action, or liabilities they may have against any Person that is based

upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release. Notwithstanding the foregoing, nothing in this paragraph shall be deemed to impair or affect the assignment of D&O Claims to the GUC Trust as set forth in Article VI.H herein.

Article X.D.2 of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective

Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

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

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.33 OF THE PLAN, "**AVOIDANCE ACTIONS**" MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(B) AND 724(A) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.74 OF THE PLAN, "**DEBTOR RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.265 OF THE PLAN, "**THIRD-PARTY RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.243 OF THE PLAN, "**RELEASED PARTIES**" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) OMEGA; (D) THE ABL SECURED PARTIES; (E) OHI DIP LENDER, LLC; (F) TIX 33433 LLC; (G) THE CRO; (H) THE INDEPENDENT MANAGER; AND (I) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES, EACH SUCH ENTITY'S CURRENT AND FORMER AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EQUITY INVESTORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED, HOWEVER*, THAT SUBJECT IN ALL RESPECTS TO ARTICLE IV.H OF THE PLAN, THE D&OS SHALL NOT BE

RELEASED PARTIES FOR PURPOSES OF THE D&O CLAIMS, BUT SHALL BE RELEASED PARTIES FOR PURPOSES OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.244 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (D) EACH HOLDER OF AN UNCLASSIFIED CLAIM WHO DOES NOT OBJECT TO THE THIRD-PARTY RELEASE.

Article X.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

**Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair: (1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional’s final fee application or accrued Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.**

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

Article X.F of the Plan establishes an injunction (the “Injunction”):

Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

No enjoined party may commence, continue, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, or pursuing, a Claim or Cause of Action transferred to the Reorganized Debtors or the GUC Trust pursuant to the terms of the Plan, or a Claim or Cause of Action of any kind against the Debtors, the GUC Trustee, the Exculpated Parties, the Released Parties, or the Debtor Professionals that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article X.D and Article X.E hereof, or the Chapter 11 Cases, including, but not limited to, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the administration of the GUC Trust, or any transaction in furtherance of the foregoing, without the Bankruptcy Court (1) first determining after notice and a hearing, that such Claim or Cause of Action (i) represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, actual fraud, or gross negligence against a Protected Party, and (ii) was not otherwise released or transferred to the Reorganized Debtors or the GUC Trust under the terms hereof, and (2) specifically authorizing such enjoined party to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing before the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, or Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such

**Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI of the Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.**

**Item 2. Certifications.**

By signing this Opt Out Form, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder of a Claim or Interest; or (ii) the Entity is an authorized signatory for the Entity that is a Holder of a Claim or Interest;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the *Notice of Non-Voting Status to Holders of Unimpaired Claims or Interests Conclusively Deemed to Accept the Plan* and that this Opt Out Form is made pursuant to the terms and conditions set forth therein;
- (c) the Entity has submitted the same respective election concerning the releases with respect to all Claims or Interests in a single Class; and
- (d) no other Opt Out Form has been submitted or, if any other Opt Out Forms have been submitted with respect to such Claims or Interests, then any such earlier Opt Out Forms are hereby revoked.

Name of Holder: _____ <i>(print or type)</i>
Signature: _____
Name of Signatory: _____ <i>(if other than Holder)</i>
Title: _____
Address: _____ _____ _____
Telephone Number: _____
Email: _____
Date Completed: _____

**IF YOU HAVE MADE THE OPTIONAL OPT OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT OUT FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW.**

**By regular mail, overnight mail, or hand delivery at:**

**LaVie Care Centers Ballot Processing  
c/o KCC d/b/a Verita  
222 N. Pacific Coast Highway,  
Suite 300  
El Segundo, CA 90245**

**OR**

**By electronic, online submission:**

The Claims and Noticing Agent will accept Opt Out Forms if properly completed through the Opt Out Portal. To submit your Opt Out Form, please visit <https://www.veritaglobal.net/lavie> (the “Opt Out Portal”) and follow the instructions to submit your Opt Out Form.

You may also scan the QR code below to access the Opt Out Portal (hosted at <https://www.veritaglobal.net/lavie>):



In order to submit your Opt-Out Form through the E-Ballot/Opt-Out Portal, you must use the Unique Opt-Out ID# assigned to your claim.

UNIQUE OPT-OUT ID \_\_\_\_\_

UNIQUE OPT-OUT PIN \_\_\_\_\_

**The Claims and Noticing Agent’s Opt Out Portal is the sole manner in which Opt Out Forms will be accepted via electronic or online transmission. Opt Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.**

Parties that submit their Opt Out Form using the Opt Out Portal should **NOT** also submit a paper Opt Out Form.

**THE VOTING DEADLINE IS 4:00 P.M., PREVAILING EASTERN TIME ON NOVEMBER 4, 2024.**

**THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE YOUR OPT OUT ELECTION ON OR BEFORE THE VOTING DEADLINE. IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT OUT FORM, PLEASE CONTACT: [LVCCINFO@VERITAGLOBAL.COM](mailto:LVCCINFO@VERITAGLOBAL.COM) FOR FURTHER ASSISTANCE.**

**EXHIBIT 2-B**

**Notice of Non-Voting Status for Impaired Classes**

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

	)	
In re:	)	Chapter 11
	)	
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
	)	
Debtors.	)	(Jointly Administered)
	)	

**NOTICE OF (A) NON-VOTING STATUS TO HOLDERS OF IMPAIRED CLAIMS  
OR INTERESTS CONCLUSIVELY DEEMED TO REJECT CHAPTER 11 PLAN  
AND (B) OPT OUT FORM REGARDING THIRD-PARTY RELEASES  
CONTAINED IN CHAPTER 11 PLAN**

**PLEASE TAKE NOTICE THAT** on October 1, 2024, the above-captioned debtors and debtors-in-possession (the “Debtors”) filed the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. [\_\_]] (the disclosure statement portion thereof, the “Disclosure Statement” and the chapter 11 plan portion thereof, the “Plan”, including all exhibits thereto and as amended, supplemented or otherwise modified from time to time, and collectively, as may be amended, supplemented, or otherwise modified, the “Combined Disclosure Statement and Plan”)² with the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

**PLEASE TAKE FURTHER NOTICE THAT** on [\_\_], 2024, the Court entered an order [Docket No. [\_\_]] (the “Solicitation Procedures Order”) that, among other things: (a) conditionally approved the Disclosure Statement as containing “adequate information” pursuant to section 1125(a) of title 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) subject to final approval at the Combined Hearing (as defined below) and (b) authorized the Debtors to solicit acceptances for the Combined Disclosure Statement and Plan.

**PLEASE TAKE FURTHER NOTICE THAT** because of the nature and treatment of your Claim or Interest under the Plan, *you are not entitled to vote on the Plan*. Specifically, under the terms of the Plan, as a Holder of a Claim (as currently asserted against the Debtors) or Interest

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<sup>1</sup> 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.veritaglobal.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.

<sup>2</sup> Capitalized terms not otherwise defined herein have the meanings set forth in the Combined Disclosure Statement and Plan or the Solicitation Procedures Order, as applicable.

in the Debtors that is Impaired and conclusively deemed to have rejected the Plan pursuant to Bankruptcy Code section 1126(g), you are *not* entitled to vote on the Plan.

**PLEASE TAKE FURTHER NOTICE THAT** the hearing at which the Court will consider final approval of the Disclosure Statement and Confirmation of the Plan (the “Combined Hearing”) will commence on **November 14, 2024, at 9:30 a.m., prevailing Eastern Time**, before the Honorable Paul M. Baisier, in **Courtroom 1202 of the United States Bankruptcy Court for the Northern District of Georgia in the Richard B. Russell Federal Building and United States Courthouse, 75 Ted Turner Drive, SW, Atlanta, GA 30303**, which may be attended in person or via the Court’s Virtual Hearing Room. You may 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](http://www.ganb.uscourts.gov), or the link on the judge’s webpage, which can also be found on the Court’s website. Please also review the “Hearing Information” tab on the judge’s webpage for further information about the hearing. You should be prepared to appear at the hearing via video, but you may leave your camera in the off position 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.

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to Article VII of the Combined Disclosure Statement and Plan, on the Effective Date, all Executory Contracts not assumed before the Effective Date or subject to a pending motion to assume as of the Effective Date, will be deemed automatically rejected, and the Order confirming the Combined Disclosure Statement and Plan shall constitute an Order approving such rejection as of the Effective Date.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to the final approval of the Disclosure Statement and Confirmation of the Plan is **November 4, 2024, at 4:00 p.m., prevailing Eastern Time** (the “Confirmation Objection Deadline”). All objections to the relief sought at the Combined Hearing *must*: (a) be in writing, (b) conform to the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and any orders of the Court, (c) set forth the name and address of the objecting party, (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objections, and (e) be filed with the Court and served on the following parties (collectively, the “Notice Parties”), so as to be received on or before the Plan Objection Deadline: (i) LaVie Care Centers, LLC, 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338; (ii) counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, Georgia 30309 (Attn: Daniel M. Simon) and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Emily C. Keil); (iii) counsel to the Committee, Troutman Pepper Hamilton Sanders LLP, 3000 Two Logan Square, Eighteenth and Arch St., Philadelphia, PA 19103 (Attn: Francis J. Lawall) and 875 Third Avenue, New York, NY 10022 (Attn: Deborah Kovsky-Apap) and; (iv) the United States Trustee of the Northern District of Georgia, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams) on or before the Confirmation Objection Deadline.

**PLEASE TAKE FURTHER NOTICE THAT** if you would like to obtain a copy of the Combined Disclosure Statement and Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants LLC d/b/a Verita, the claims and noticing agent retained by the Debtors in these Chapter 11 Cases (the “Claims and Noticing Agent”), by: (a) writing via first

class mail, to KCC d/b/a Verita re LaVie Care Centers, LLC, et al., 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245, (b) clicking the “Submit an Inquiry” option at <https://www.veritaglobal.net/lavie/Inquiry>, or (c) calling the Debtors’ restructuring hotline at (877) 709-4750 (United States and Canada) or +1 (424) 236-7230 (International). You may also obtain copies of any pleadings filed in these Chapter 11 Cases (a) for a fee via PACER at: <http://www.ganb.uscourts.gov> or (b) at no charge from the Claims and Noticing Agent by accessing the Debtors’ restructuring website at <https://www.veritaglobal.net/lavie>.

**CAUTION - IF YOU DO NOTHING, YOUR RIGHTS MAY BE COMPROMISED. PLEASE PAY CAREFUL ATTENTION TO THE BELOW DISCLOSURE, AND IF YOU DO NOT UNDERSTAND OR HAVE FURTHER QUESTIONS, PLEASE CONSULT WITH YOUR ATTORNEY.**

THE SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT PLAN CONTAINS A DEBTOR RELEASE AND A THIRD-PARTY RELEASE. ADDITIONAL INFORMATION REGARDING THE DIFFERENCE BETWEEN A DEBTOR RELEASE AND A THIRD-PARTY RELEASE IS FOUND IN ARTICLE III.E OF THE PLAN.

A THIRD-PARTY RELEASE LIMITS OR RELEASES THE LIABILITY OF CERTAIN RELEASED PARTIES THAT ARE NON-DEBTOR PARTIES AND MAY PREVENT RELEASING PARTIES FROM SUING THE RELEASED PARTIES FOR THEIR ACTIONS. A THIRD-PARTY RELEASE MAY ONLY BE GRANTED CONSENSUALLY WITH EACH OF THE AFFECTED CREDITORS, BUT CONSENT MAY BE SHOWN BY A CREDITORS’ FAILURE TO ACT.

**YOU HAVE THE CHOICE AS TO WHETHER YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE, AND THE CHOICE IS YOURS ALONE. YOU WILL BE A RELEASING PARTY AND YOUR RIGHTS MAY BE COMPROMISED UNLESS YOU TAKE CERTAIN ACTIONS. IF YOU HOLD A CLAIM AGAINST THE DEBTORS AND WOULD LIKE TO OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST ELECT TO DO SO BY CHECKING THE OPT-OUT BOX ON THIS OPT-OUT NOTICE FORM. OPTING OUT OF THE THIRD-PARTY RELEASE WILL NOT OTHERWISE MODIFY YOUR TREATMENT OR RECOVERY UNDER THE PLAN.**

THE RELEASED PARTIES ARE IDENTIFIED IN THE DEFINITION OF RELEASED PARTIES IN SECTION 1.243 OF THE PLAN. THE RELEASED PARTIES INCLUDE, AMONG OTHERS, THE DEBTORS, REORGANIZED DEBTORS, AND THEIR DIRECTORS AND OFFICERS. THE RELEASED PARTIES ALSO INCLUDE OMEGA, ABL SECURED PARTIES, AND THE DIP LENDERS.

**PLEASE READ THE FULL TEXT OF THE CONSENSUAL THIRD-PARTY RELEASES AND RELATED DISCLOSURES IN ARTICLES III.E AND X.D.2 OF THE PLAN, WHICH ARE SET FORTH HEREIN IN FULL IN ITEM 3, FOR FURTHER DETAIL REGARDING THE THIRD-PARTY RELEASE. ANY HOLDER OF CLAIMS THAT (i) VOTES IN FAVOR OF THE PLAN, (ii) VOTES TO REJECT THE PLAN OR ABSTAINS FROM VOTING BUT THAT FAILS TO ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE ON HIS OR HER BALLOT OR OPT-OUT NOTICE FORM, OR (iii) THAT DOES NOT OBJECT TO THE THIRD-PARTY RELEASE IF SUCH HOLDER DID NOT RECEIVE A BALLOT OR OPT OUT NOTICE FORM WILL BE**

**DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY RELEASED AND DISCHARGED THE THIRD-PARTY RELEASED PARTIES PURSUANT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.**

Dated: Atlanta, Georgia  
[•], 2024

**MCDERMOTT WILL & EMERY LLP**

*/s/ DRAFT*

Daniel M. Simon (Georgia Bar No. 690075)  
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Atlanta, Georgia 30309  
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- and -

Emily C. Keil (admitted *pro hac vice*)  
Jake Jumbeck (admitted *pro hac vice*)  
Catherine Lee (admitted *pro hac vice*)  
444 West Lake Street, Suite 4000  
Chicago, Illinois 60606  
Telephone: (312) 372-2000  
Facsimile: (312) 984-7700  
Email: ekeil@mwe.com  
jjumbeck@mwe.com  
clee@mwe.com

*Counsel for the Debtors and Debtors-in-Possession*

**OPTIONAL: RELEASE OPT OUT FORM**

You are receiving this optional opt out form (the “Opt Out Form”) because you are or may be a Holder of a Claim or Interest that is not entitled to vote on the plan portion of the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as modified, amended, or supplemented from time to time, the “Plan”). Holders of Claims or Interests are deemed to grant the Third-Party Release set forth in the Plan unless a Holder affirmatively opts out by **November 4, 2024, at 4:00 p.m., prevailing Eastern Time** (the “Opt Out Deadline”). Holders of Claims or Interests may affirmatively opt out by, no later than the Voting Deadline, (a) submitting this form in accordance with the directions herein or (b) filing an objection to the Third-Party Release with the Court.

**If you believe you are a Holder of a Claim or Interest with respect to the Debtors and choose to opt out of the Third-Party Release set forth in Article X.D.2 of the Plan, please either** (a) promptly complete, sign, and date this Opt Out Form and return it via first class mail, overnight courier, or hand delivery to Kurtzman Carson Consultants LLC d/b/a Verita (the “Claims and Noticing Agent”) at the address set forth below or (b) submit your Opt Out Form through the Claims and Noticing Agent’s online Opt Out Portal in accordance with the directions provided below. Parties that submit their Opt Out Form using the Opt Out Portal should NOT also submit a paper Opt Out Form.

**THIS OPT OUT FORM MUST BE ACTUALLY RECEIVED (WHETHER A PHYSICAL COPY IS RETURNED OR THE OPT OUT FORM IS COMPLETED ONLINE) BY THE CLAIMS AND NOTICING AGENT BY THE OPT OUT DEADLINE. IF THE OPT OUT FORM IS RECEIVED AFTER THE OPT OUT DEADLINE, IT WILL NOT BE COUNTED.**

**Item 1. Third-Party Release Opt-Out Election**

AS A HOLDER OF CLAIMS AGAINST OR INTERESTS IN THE DEBTORS, YOU ARE A “RELEASING PARTY” UNDER THE PLAN AND ARE DEEMED TO PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN, AS SET FORTH BELOW. YOU MAY CHECK THE BOX BELOW TO ELECT NOT TO GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN. YOU WILL NOT BE CONSIDERED A “RELEASING PARTY” UNDER THE PLAN IF YOU CHECK THE BOX BELOW AND SUBMIT THE OPT OUT BY THE VOTING DEADLINE. YOU WILL RECEIVE THE SAME TREATMENT ON ACCOUNT OF YOUR CLAIM(S) UNDER THE PLAN REGARDLESS OF WHETHER YOU ELECT TO NOT GRANT THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

**YOU MAY ELECT TO OPT OUT OF THE RELEASE CONTAINED IN ARTICLE X.D.2 OF THE PLAN ONLY IF YOU CHECK THE BOX BELOW:**

<input type="checkbox"/> <b>The Undersigned Holder of the Claim or Interest elects to <u>OPT OUT of the Third-Party Release</u></b>
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**Important information regarding releases under the Plan.**<sup>1</sup>

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<sup>1</sup> The Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Plan that may affect your rights. If there is any inconsistency between the provisions set forth herein and the Plan, the Plan governs. Please read the Plan carefully before completing this Opt Out Form. Defined terms used but not defined herein shall have the meaning ascribed to such term as in the Plan.

Article X.D.1 of the Plan provides for a release by the Debtors (the “Debtor Release”):

Effective as of the Effective Date, pursuant to Bankruptcy Code section 1123(b), for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, the adequacy of which is hereby confirmed, on and after the Effective Date, each Released Party is conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged by each and all of the Debtors, the Reorganized Debtors, and their Estates, in each case on behalf of themselves and their respective successors, assigns, and representatives (including any GUC Trustee that may be appointed), and any and all other Entities who may purport to assert any claim or Cause of Action, directly or derivatively, by, through, for, or because of the foregoing Entities, from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted or assertable on behalf of any of the Debtors or their Estates, whether known or unknown, foreseen or unforeseen, matured or unmatured, existing or hereafter arising, in law, equity, contract, tort, or otherwise, that the Debtors, the Reorganized Debtors, their Estates or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against, or Interest in, a Debtor or other Entity, based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership, or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors’ in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (a) any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan; or (b) any retained Causes of Action.

The foregoing release shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization, or approval of any Person and the Confirmation Order shall permanently enjoin the commencement or prosecution by any Person or Entity, whether directly, derivatively, or otherwise, of any claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, or liabilities pursuant to this Debtor Release. Notwithstanding the foregoing, nothing in this Article X.D.1 shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action, or liabilities they may have against any Person that is based

upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, unless otherwise expressly provided for in this Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained in the Plan, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (a) in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (b) a good faith settlement and compromise of the Claims released by the Debtor Release; (c) in the best interests of the Debtors and all Holders of Claims and Interests; (d) fair, equitable, and reasonable; (e) given and made after due notice and opportunity for hearing; and (f) a bar to any of the Debtors, the Reorganized Debtors, or the Debtors' Estates asserting any Claim or Cause of Action of any kind whatsoever released pursuant to the Debtor Release. Notwithstanding the foregoing, nothing in this paragraph shall be deemed to impair or affect the assignment of D&O Claims to the GUC Trust as set forth in Article VI.H herein.

Article X.D.2 of the Plan provides for a third-party release by the Releasing Parties (the "Third-Party Release"):

Effective as of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions and services of the Released Parties in facilitating the expeditious reorganization of the Debtors and implementation of the restructuring contemplated by the Plan, pursuant to section 1123(b) of the Bankruptcy Code, in each case except for Claims arising under, or preserved by, the Plan, to the fullest extent permissible under applicable Law, each Releasing Party (other than the Debtors or the Reorganized Debtors), in each case on behalf of itself and its respective successors, assigns, and representatives, and any and all other entities who may purport to assert any Claim, Cause of Action, directly or derivatively, by, through, for, or because of a Releasing Party, is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Debtor, Reorganized Debtor, and each other Released Party from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, their Estates or their Affiliates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to (including the formulation, preparation, dissemination, negotiation, entry into, or filing of, as applicable), or in any manner arising from, in whole or in part, the Debtors (including the management, ownership or operation thereof), the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, the decision to file the Chapter 11 Cases, any intercompany transactions, the Chapter 11 Cases, the Plan (including the Plan Supplement), the Disclosure Statement, the DIP Facility, the DIP Documents, the Disclosure Statement, the DIP Facility, the DIP Documents, the ABL Credit Agreement, the Omega Term Loan Credit Agreement, the Omega Master Lease, the Omega Note Agreement, the ABL Exit Facility, the ABL Exit Facility Credit Agreement, the pursuit of Confirmation and Consummation, the administration and implementation of the Plan, including the issuance or distribution of Securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, but not, for the avoidance of doubt, any legal opinion effective as of the Effective Date requested by any Entity regarding any transaction, contract, instrument, document, or other agreement contemplated by the Plan, or upon any other act, omission, transaction, agreement, event, or other occurrence taking place on or before the Effective

Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, fraud or gross negligence. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations arising on or after the Effective Date of any party or Entity under the Plan, the Plan Transaction or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan as set forth in the Plan.

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

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained in this Plan, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (a) consensual; (b) essential to the confirmation of the Plan; (c) given in exchange for the good and valuable consideration provided by the Released Parties, including the Released Parties' contributions to facilitating the Plan Transaction and implementing the Plan; (d) a good faith settlement and compromise of the Claims released by the Third-Party Release; (e) in the best interests of the Debtors and their Estates; (f) fair, equitable, and reasonable; (g) given and made after due notice and opportunity for hearing; and (h) a bar to any of the Releasing Parties asserting any claim or Cause of Action of any kind whatsoever released pursuant to the Third-Party Release.

Definitions Related to the Debtor Release and the Third-Party Release:

AS SET FORTH IN SECTION 1.33 OF THE PLAN, "**AVOIDANCE ACTIONS**" MEANS ANY AND ALL CLAIMS AND CAUSES OF ACTION OF THE DEBTORS ARISING UNDER CHAPTER 5 OF THE BANKRUPTCY CODE, INCLUDING, WITHOUT LIMITATION, SECTIONS 544, 545, 547, 548, 549, 550, 553(B) AND 724(A) THEREOF, OR THEIR STATE LAW ANALOGS.

AS SET FORTH IN SECTION 1.74 OF THE PLAN, "**DEBTOR RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.1 OF THE PLAN.

AS SET FORTH IN SECTION 1.265 OF THE PLAN, "**THIRD-PARTY RELEASE**" MEANS THE RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.243 OF THE PLAN, "**RELEASED PARTIES**" MEANS, COLLECTIVELY, THE FOLLOWING ENTITIES, EACH IN THEIR CAPACITY AS SUCH: (A) THE DEBTORS AND THE REORGANIZED DEBTORS; (B) THE UCC AND EACH OF ITS MEMBERS (SOLELY IN THEIR RESPECTIVE CAPACITIES AS SUCH); (C) OMEGA; (D) THE ABL SECURED PARTIES; (E) OHI DIP LENDER, LLC; (F) TIX 33433 LLC; (G) THE CRO; (H) THE INDEPENDENT MANAGER; AND (I) WITH RESPECT TO EACH OF THE FOREGOING ENTITIES, EACH SUCH ENTITY'S CURRENT AND FORMER AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, MEMBERS, EQUITY INVESTORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH; *PROVIDED, HOWEVER*, THAT SUBJECT IN ALL RESPECTS TO ARTICLE IV.H OF THE PLAN, THE D&OS SHALL NOT BE

RELEASED PARTIES FOR PURPOSES OF THE D&O CLAIMS, BUT SHALL BE RELEASED PARTIES FOR PURPOSES OF THE THIRD-PARTY RELEASES CONTAINED IN ARTICLE X.D.2 OF THE PLAN.

AS SET FORTH IN SECTION 1.244 OF THE PLAN, “**RELEASING PARTIES**” MEANS THE FOLLOWING ENTITIES, EACH IN THEIR RESPECTIVE CAPACITIES AS SUCH: (A) EACH HOLDER OF A CLAIM THAT (I) VOTES TO ACCEPT THE PLAN OR (II) EITHER (1) ABSTAINS FROM VOTING OR (2) VOTES TO REJECT THE PLAN AND, IN THE CASE OF EITHER (1) OR (2), DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE BALLOT, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE ELECTING TO OPT OUT OF GRANTING THE RELEASES PROVIDED IN THE PLAN; (B) EACH HOLDER OF A CLAIM THAT IS DEEMED TO ACCEPT THE PLAN OR IS OTHERWISE UNIMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (C) EACH HOLDER OF A CLAIM THAT IS DEEMED TO REJECT THE PLAN OR IS OTHERWISE IMPAIRED UNDER THE PLAN AND WHO DOES NOT OPT OUT OF THE VOLUNTARY RELEASE BY CHECKING THE OPT-OUT BOX ON THE APPLICABLE NON-VOTING STATUS NOTICE FORM, AND RETURNING IT IN ACCORDANCE WITH THE INSTRUCTIONS SET FORTH THEREON, INDICATING THAT THEY ARE NOT WILLING TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (D) EACH HOLDER OF AN UNCLASSIFIED CLAIM WHO DOES NOT OBJECT TO THE THIRD-PARTY RELEASE.

Article X.E of the Plan provides for an exculpation of certain parties (the “Exculpation”):

**Effective as of the Effective Date, the Exculpated Parties shall neither have nor incur any liability to any Entity for any claims or Causes of Action arising prior to or on the Effective Date for any act taken or omitted to be taken in connection with, or related to, formulating, negotiating, preparing, disseminating, implementing, administering, confirming or effecting the Confirmation or Consummation of this Plan, the Disclosure Statement, the Definitive Documents or any contract, instrument, release or other agreement or document created or entered into in connection with this Plan or any other postpetition act taken or omitted to be taken in connection with the restructuring of the Debtors, the approval of the Disclosure Statement or Confirmation or Consummation of this Plan; *provided, however*, that the foregoing provisions of this exculpation shall not operate to waive, release or otherwise impair: (1) any Causes of Action expressly set forth in and preserved by this Plan or the Plan Supplement; (2) any Causes of Action arising from willful misconduct, actual fraud or gross negligence of such applicable Exculpated Party as determined by Final Order of the Bankruptcy Court or any other court of competent jurisdiction; (3) any of the indebtedness or obligations of the Debtors and/or the Reorganized Debtors under this Plan and the contracts, instruments, releases, indentures, and other agreements and documents delivered under or in connection with the Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court, (4) the rights of any Entity to enforce this Plan and the contracts, instruments, releases, indentures, and other agreements or documents delivered under or in connection with this Plan or assumed pursuant to this Plan or assumed pursuant to Final Order of the Bankruptcy Court; and/or (5) any objections with respect to any Professional’s final fee application or accrued Professional Fee Claims in these Chapter 11 Cases; *provided, further*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning its respective duties pursuant to, or in connection with, the above referenced documents, actions or inactions.**

The foregoing exculpation shall be effective as of the Effective Date without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. Notwithstanding the foregoing, nothing in this Article X.E shall or shall be deemed to prohibit the Debtors or the Reorganized Debtors from asserting and enforcing any claims, obligations, suits, judgments, demands, debts, rights, Causes of Action or liabilities they may have against any Person that is based upon an alleged breach of a confidentiality or non-compete obligation owed to the Debtors or the Reorganized Debtors, in each case unless otherwise expressly provided for in this Plan.

Article X.F of the Plan establishes an injunction (the "Injunction"):

Except as otherwise expressly provided in the Plan, or for obligations issued or required to be paid pursuant to the Plan or the Confirmation Order, all Entities who have held, hold, or may hold claims or interests that have been released, discharged, or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such holder has Filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

No enjoined party may commence, continue, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, or pursuing, a Claim or Cause of Action transferred to the Reorganized Debtors or the GUC Trust pursuant to the terms of the Plan, or a Claim or Cause of Action of any kind against the Debtors, the GUC Trustee, the Exculpated Parties, the Released Parties, or the Debtor Professionals that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a Claim or Cause of Action, as applicable, subject to Article X.D and Article X.E hereof, or the Chapter 11 Cases, including, but not limited to, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the administration of the GUC Trust, or any transaction in furtherance of the foregoing, without the Bankruptcy Court (1) first determining after notice and a hearing, that such Claim or Cause of Action (i) represents a colorable claim of any kind, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, actual fraud, or gross negligence against a Protected Party, and (ii) was not otherwise released or transferred to the Reorganized Debtors or the GUC Trust under the terms hereof, and (2) specifically authorizing such enjoined party to bring such Claim or Cause of Action against any such Debtor, Reorganized Debtor, Exculpated Party, or Released Party, as applicable. At the hearing before the Bankruptcy Court to determine whether such Claim or Cause of Action represents a colorable Claim of any kind, the Bankruptcy Court may, or shall if any Debtor, Reorganized Debtor, Exculpated Party, or Released Party, or other party in interest requests by motion (oral motion being sufficient), direct that such

**Person or Entity seeking to commence or pursue such Claim or Cause of Action file a proposed complaint with the Bankruptcy Court embodying such Claim or Cause of Action, such complaint satisfying the applicable Federal Rules of Civil Procedure, including, but not limited to, Rule 8 and Rule 9 (as applicable), which the Bankruptcy Court shall assess before making a determination. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and, only to the extent legally permissible and as provided for in Article XI of the Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action.**

**Item 2. Certifications.**

By signing this Opt Out Form, the undersigned certifies to the Court and the Debtors that:

- (a) as of the Voting Record Date, either: (i) the Entity is the Holder of a Claim or Interest; or (ii) the Entity is an authorized signatory for the Entity that is a Holder of a Claim or Interest;
- (b) the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the *Notice of Non-Voting Status to Holders of Impaired Claims or Interests Conclusively Deemed to Reject the Plan* and that this Opt Out Form is made pursuant to the terms and conditions set forth therein;
- (c) the Entity has submitted the same respective election concerning the releases with respect to all Claims or Interests in a single Class; and
- (d) no other Opt Out Form has been submitted or, if any other Opt Out Forms have been submitted with respect to such Claims or Interests, then any such earlier Opt Out Forms are hereby revoked.

Name of Holder: _____ <i>(print or type)</i>
Signature: _____
Name of Signatory: _____ <i>(if other than Holder)</i>
Title: _____
Address: _____ _____ _____
Telephone Number: _____
Email: _____
Date Completed: _____

**IF YOU HAVE MADE THE OPTIONAL OPT OUT ELECTION, PLEASE COMPLETE, SIGN, AND DATE THIS OPT OUT FORM AND RETURN IT PROMPTLY BY ONLY ONE OF THE METHODS BELOW.**

**By regular mail, overnight mail, or hand delivery at:**

**LaVie Care Centers Ballot Processing  
c/o KCC dba Verita  
222 N. Pacific Coast Highway,  
Suite 300  
El Segundo, CA 90245**

**OR**

**By electronic, online submission:**

The Claims and Noticing Agent will accept Opt Out Forms if properly completed through the Opt Out Portal. To submit your Opt Out Form, please visit <https://www.veritaglobal.net/lavie> (the “Opt Out Portal”) and follow the instructions to submit your Opt Out Form.

You may also scan the QR code below to access the Opt Out Portal (hosted at <https://veritaglobal.net/lavie>):



In order to submit your Opt-Out Form through the E-Ballot/Opt-Out Portal, you must use the Unique Opt-Out ID# assigned to your claim.

UNIQUE OPT-OUT ID \_\_\_\_\_  
UNIQUE OPT-OUT PIN \_\_\_\_\_

**The Claims and Noticing Agent’s Opt Out Portal is the sole manner in which Opt Out Forms will be accepted via electronic or online transmission. Opt Out Forms submitted by facsimile, email, or other means of electronic transmission will not be counted.**

Parties that submit their Opt Out Form using the Opt Out Portal should **NOT** also submit a paper Opt Out Form.

**THE VOTING DEADLINE IS 4:00 P.M., PREVAILING EASTERN TIME, ON NOVEMBER 4, 2024.**

**THE CLAIMS AND NOTICING AGENT MUST ACTUALLY RECEIVE YOUR OPT OUT ELECTION ON OR BEFORE THE VOTING DEADLINE. IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT OUT FORM, PLEASE CONTACT: [LVCCINFO@VERITAGLOBAL.COM](mailto:LVCCINFO@VERITAGLOBAL.COM) FOR FURTHER ASSISTANCE.**

**EXHIBIT 3**

**Combined Hearing Notice**



the Honorable Paul M. Baisier, in the United States Bankruptcy Court for the Northern District of Georgia. Parties may attend the Combined 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](http://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. The Combined Hearing may be continued from time to time without further notice other than by an announcement in open Court or a notice filed on the Court's docket and served on all parties entitled to the notice.

**PLEASE TAKE FURTHER NOTICE THAT** the deadline for filing objections to final approval of the Disclosure Statement and Confirmation of the Plan is **November 4, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the "**Confirmation Objection Deadline**"). Any objection to the Plan **must**: (a) be in writing, (b) conform to the Bankruptcy Code, Bankruptcy Rules, the Local Rules, and any orders of the Court, (c) set forth the name and address of the objecting party, (d) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objections, and (e) be filed with the Court and served on the following parties (collectively, the "**Notice Parties**") **so as to be received on or before the Confirmation Objection Deadline**: (i) LaVie Care Centers, LLC, c/o Ankura Consulting Group, LLC, 485 Lexington Avenue, 10th Floor, New York, NY 10017 (Attn: M. Benjamin Jones); (ii) counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, Georgia 30309 (Attn: Daniel M. Simon) and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Emily C. Keil); (iii) counsel to the Committee, Troutman Pepper Hamilton Sanders LLP, 3000 Two Logan Square, Eighteenth and Arch St., Philadelphia, PA 19103 (Attn: Francis J. Lawall) and 875 Third Avenue, New York, NY 10022 (Attn: Deborah Kovsky-Apap); and (iv) the United States Trustee of the Northern District of Georgia, 362 Richard B. Russell Building, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams). Plan confirmation objections that are not timely filed shall not be considered by the Court and shall be overruled.

**PLEASE TAKE FURTHER NOTICE THAT** pursuant to Article VII of the Combined Disclosure Statement and Plan, on the Effective Date, all Executory Contracts not assumed before the Effective Date or subject to a pending motion to assume as of the Effective Date, will be deemed automatically rejected, and the order confirming the Combined Disclosure Statement and Plan shall constitute an order approving such rejection as of the Effective Date.

**CAUTION - IF YOU DO NOTHING, YOUR RIGHTS MAY BE COMPROMISED. PLEASE PAY CAREFUL ATTENTION TO THE BELOW DISCLOSURE, AND IF YOU DO NOT UNDERSTAND OR HAVE FURTHER QUESTIONS, PLEASE CONSULT WITH YOUR ATTORNEY.**

THE SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT PLAN CONTAINS A DEBTOR RELEASE AND A THIRD-PARTY RELEASE. ADDITIONAL INFORMATION REGARDING THE DIFFERENCE BETWEEN A DEBTOR RELEASE AND A THIRD-PARTY RELEASE IS FOUND IN ARTICLE III.E OF THE PLAN.

A THIRD-PARTY RELEASE LIMITS OR RELEASES THE LIABILITY OF CERTAIN RELEASED PARTIES THAT ARE NON-DEBTOR PARTIES AND MAY PREVENT RELEASING PARTIES FROM SUING THE RELEASED PARTIES FOR THEIR ACTIONS. A THIRD-PARTY RELEASE MAY ONLY BE GRANTED CONSENSUALLY WITH EACH OF THE AFFECTED CREDITORS, BUT CONSENT MAY BE SHOWN BY A CREDITORS' FAILURE TO ACT.

**YOU HAVE THE CHOICE AS TO WHETHER YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE, AND THE CHOICE IS YOURS ALONE.** YOU WILL BE A RELEASING PARTY AND YOUR RIGHTS MAY BE COMPROMISED UNLESS YOU TAKE CERTAIN ACTIONS. IF YOU HOLD A CLAIM AGAINST THE DEBTORS AND WOULD LIKE TO OPT OUT OF THE THIRD-PARTY RELEASE, YOU MUST ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE BY CHECKING THE OPT-OUT BOX ON THE BALLOT OR THE OPT-OUT NOTICE FORM THAT YOU RECEIVE. YOU MUST ALSO VOTE TO REJECT THE PLAN OR ABSTAIN FROM VOTING. IF YOU VOTE TO ACCEPT THE PLAN YOU WILL BE A RELEASING PARTY. IF YOU DO NOT RECEIVE EITHER A BALLOT OR OPT OUT NOTICE FORM YOU MUST OBJECT TO THE THIRD-PARTY RELEASE OR YOU WILL BE A RELEASING PARTY. OPTING OUT OF THE THIRD-PARTY RELEASE WILL NOT OTHERWISE MODIFY YOUR TREATMENT OR RECOVERY UNDER THE PLAN.

THE RELEASED PARTIES ARE IDENTIFIED IN THE DEFINITION OF RELEASED PARTIES IN SECTION 1.243 OF THE PLAN. THE RELEASED PARTIES INCLUDE, AMONG OTHERS, THE DEBTORS, REORGANIZED DEBTORS, AND THEIR DIRECTORS AND OFFICERS. THE RELEASED PARTIES ALSO INCLUDE OMEGA, ABL SECURED PARTIES, AND THE DIP LENDERS.

**PLEASE READ THE FULL TEXT OF THE CONSENSUAL THIRD-PARTY RELEASES AND RELATED DISCLOSURES IN ARTICLES III.E AND X.D.2 OF THE PLAN, WHICH ARE SET FORTH HEREIN IN FULL IN ITEM 3, FOR FURTHER DETAIL REGARDING THE THIRD-PARTY RELEASE.** ANY HOLDER OF CLAIMS THAT (i) VOTES IN FAVOR OF THE PLAN, (ii) VOTES TO REJECT THE PLAN OR ABSTAINS FROM VOTING BUT THAT FAILS TO ELECT TO OPT OUT OF THE THIRD-PARTY RELEASE ON HIS OR HER BALLOT OR OPT-OUT NOTICE FORM, OR (iii) THAT DOES NOT OBJECT TO THE THIRD-PARTY RELEASE IF SUCH HOLDER DID NOT RECEIVE A BALLOT OR OPT OUT NOTICE FORM WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY RELEASED AND DISCHARGED THE THIRD-PARTY RELEASED PARTIES PURSUANT TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE X.D.2 OF THE PLAN.

**PLEASE TAKE FURTHER NOTICE THAT** the Plan may be modified, if necessary, pursuant to Bankruptcy Code section 1127, before, during or as a result of the Combined Hearing, without further notice to interested parties.

**PLEASE TAKE FURTHER NOTICE THAT** additional copies of the Combined Disclosure Statement and Plan, and any solicitation materials (except for Ballots), are available free of charge on the Debtors' case information website (<https://www.veritaglobal.net/lavie>) or may be obtained from the Claims and Noticing Agent by calling (877) 709-4750 (United States/Canada toll-free) or +1 (424) 236-7230 (International) or by clicking the "Submit an Inquiry" option at <https://www.veritaglobal.net/lavie/Inquiry>. Please be advised that the Claims and Noticing Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may not advise you as to whether you should vote to accept or reject the Plan.

**If you have any questions related to this notice, please call (877) 709-4750 (U.S./Canada) or +1 (424) 236-7230 (International) or visit <https://www.veritaglobal.net/lavie>.**

Dated: Atlanta, Georgia  
[•], 2024

**MCDERMOTT WILL & EMERY LLP**

*/s/ Draft*

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