IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: HCR MANORCARE, INC.,[1] Debtor.	Chapter 11 Case No. 18-10467 (KG) **Ref. Docket Nos. 169, 170, 171, 191, 195, 196, 197, 200, 203, 217, 221, 237, 238, 239, 240 & 247**

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING THE FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR HCR MANORCARE, INC.

Recitals[2]

A. On March 3, 2018, HCR ManorCare, Inc., the debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor" and, together with its non-debtor affiliates, the "Company") conducted a prepetition solicitation of votes to accept or reject the *Prepackaged Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 5] (as subsequently modified by the *Modified Prepackaged Plan of Reorganization for HCR ManorCare, Inc.* dated April 10, 2018 [Docket No. 114], the "Original Plan").

B. On March 4, 2018 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the "Bankruptcy Code").

C. On April 13, 2018, the Court entered the *Findings of Fact, Conclusions of Law and Order Approving (I) the Adequacy of the Disclosure Statement, (II) Prepetition Solicitation Procedures, and (III) Confirmation of the Prepackaged Plan of Reorganization for HCR*

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[1] The last four digits of the Debtor's federal tax identification number are 9231. The Debtor's mailing address is 333 N. Summit St., Toledo, OH 43604.

[2] All capitalized terms used but not defined in this Order shall have the meaning ascribed to such terms in the *First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc.* attached to this Order as **Exhibit A**.

ManorCare, Inc. [Docket No. 127] (the "Original Confirmation Order") approving the disclosure statement for the Original Plan and confirming the Original Plan.

D. The Original Plan was the result of extensive good-faith, arm's-length negotiations among (i) the Debtor, (ii) Quality Care Properties, Inc. and certain of its affiliates that are lessors under the MLSA (collectively, "QCP"), and (iii) Carlyle MC Partners, L.P., a Delaware limited partnership, Carlyle Partners V-A MC, L.P., a Delaware limited partnership, Carlyle Partners V MC, L.P., a Delaware limited partnership, CP V Coinvestment A, L.P., a Delaware limited partnership, and CP V Coinvestment B, L.P., a Delaware limited partnership (collectively, "Carlyle") that were memorialized in (a) the Restructuring Support Agreement, dated as of March 2, 2018 (the "Original Restructuring Support Agreement"), among the Debtor, Carlyle, and MC Operations Investments, LLC, and (b) the Plan Sponsor Agreement, dated as of March 2, 2018 (the "Original Plan Sponsor Agreement"), among the Debtor, QCP, HCP Mezzanine Lender, LP, and certain other affiliates of QCP. Pursuant to the Original Restructuring Support Agreement and the Original Plan Sponsor Agreement, QCP and Carlyle agreed to, among other things, support the Original Plan and the restructuring contemplated in the Original Plan and the Original Plan Sponsor Agreement.

E. After entry of the Original Confirmation Order, but prior to the Effective Date and substantial consummation of the Original Plan, Welltower Inc. ("Welltower") and ProMedica Health System Inc. ("ProMedica Parent") entered into definitive agreements to acquire, respectively, QCP and the equity of the Debtor (such acquisitions are collectively referred to as the "Alternative Transaction"). The terms of the Alternative Transaction (including, without limitation, as set forth in the Amended Plan (as defined below)) were negotiated in good faith and at arm's-length among the Debtor, QCP, Carlyle, Welltower and ProMedica Parent and

memorialized in the Alternative Plan Sponsor Agreement executed by the Debtor, QCP, ProMedica Parent, Suburban Healthco, Inc. ("ProMedica Sub" and, together with ProMedica Parent, "ProMedica")), and Meerkat I LLC, dated as of April 25, 2018 (the "Alternative Plan Sponsor Agreement"). The Debtor, QCP, Carlyle, and ProMedica Parent also executed a Restructuring Support Agreement dated April 25, 2018 (the "Alternative Restructuring Support Agreement"), and the parties to the Original Plan Sponsor Agreement executed an amendment (the "Amendment to Original Plan Sponsor Agreement") to permit such parties to pursue the Alternative Transaction.

F. To implement the Alternative Transaction, on May 2, 2018 the Debtor filed the *First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 169] (the "May 2 Plan") and accompanying Disclosure Statement for the First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc. [Docket No. 170] (the "May 2 Disclosure Statement"). The Debtor filed revised versions of the May 2 Plan and the May 2 Disclosure Statement on May 17, 2018 [Docket No. 191].

G. On May 18, 2018, the Court entered the *Order (I) Authorizing the Debtor to Enter Into the Alternative Plan Sponsor Agreement, Alterative Restructuring Support Agreement and Amendment to Original Plan Sponsor Agreement, (II) Approving the Disclosure Statement for the Amended Plan, (III) Scheduling the Confirmation Hearing for the Amended Plan, (IV) Establishing the Deadline for Objections to the Amended Plan and Related Procedures and (V) Approving the Form and Manner of Notice* [Docket No. 195] (the "Solicitation Procedures Order"). In the Solicitation Procedures Order, this Court (i) authorized the Debtor to enter into the Alternative Plan Sponsor Agreement, the Alternative Restructuring Support Agreement and the Amendment to Original Plan Sponsor Agreement, (ii) approved the *Disclosure Statement for*

the First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc. [Docket No. 197] (the "Amended Disclosure Statement"), (iii) established June 21, 2018 at 10:00 a.m. (prevailing Eastern Time) as the date and time for the hearing (the "Confirmation Hearing") to consider confirmation of the *First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 196] (the "Amended Plan"), (iv) established June 15, 2018 at 4:00 p.m. (prevailing Eastern Time) as the date and time by which objections to the Amended Plan were to be filed (the "Objection Deadline"), (v) approved the procedures (the "Solicitation Procedures") by which the Debtor solicited votes to accept or reject the Amended Plan from Holders of Claims or Interests in the Voting Classes (defined below) and (vi) approved the forms and manner of notice of the Confirmation Hearing and the Objection Deadline provided to Holders of Claims and Interests and other parties in interest.

H. Consistent with the Solicitation Procedures, on May 22, 2018, the Debtor caused Epiq Bankruptcy Solutions, LLC (the "Solicitation Agent") to commence service of a "Solicitation Package" containing (i) the Amended Disclosure Statement and all exhibits thereto, including the Amended Plan, (ii) the applicable ballot for accepting or rejecting the Amended Plan (the "Ballot"), (iii) a copy of the Solicitation Procedures Order, and (iv) a notice of the Confirmation Hearing and Objection Deadline [Docket No. 200] (the "Voting Notice") to Holders of Claims in Class 4 (QCP Claims) and Holders of Interests in Classes 8A (Preferred Interests) and 8B (Common Interests) (collectively, the "Voting Classes"), all as more fully described in the *Affidavit of Service of Solicitation Materials* [Docket No. 216] (the "Solicitation Affidavit of Service").

I. On May 22, 2018, the Debtor also caused the Solicitation Agent to commence service of (i) the Amended Disclosure Statement and all exhibits thereto, including the Amended

Plan and (ii) a notice of the Confirmation Hearing, Objection Deadline, and non-voting status (the "Non-Voting Status Notice" and with the Voting Notice, the "Confirmation Notices") to each known Holder of a Claim in Class 1, 2, 3, 5, 6, or 7 (such Classes, the "Non-Voting Classes") and certain other parties in interest, as more fully described in the Solicitation Affidavit of Service.

J. The deadline by which Ballots from the Voting Classes were required to be actually received by the Solicitation Agent was June 15, 2018 at 4:00 p.m. (prevailing Eastern Time) (the "Voting Deadline").

K. On May 25, 2018, the Debtor filed a draft of the Implementation Memorandum describing the procedures and transactions required for implementation of the Alternative Transaction concurrently with the Closing [Docket No. 203].

L. On June 6, 2018, the Debtor filed the *Plan Supplement to the First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 217] (as subsequently amended and revised, the "Plan Supplement") containing the following documents: (i) the Articles of Incorporation for the Reorganized Debtor (in the event the Alternative Transaction closes), (ii) the Code of Regulations of the Reorganized Debtor (in the event the Alternative Transaction closes), (iii) the form of Alternative Master Lease, (iv) the form of additional lease with respect to certain properties that may be executed if the Closing of the Alternative Transaction occurs (the "DivestCo Master Lease"), (v) a revised version of the Implementation Memorandum, and (vi) a blackline comparison of the Implementation Memorandum to the draft filed on May 25, 2018. On June 18, 2018, the Debtor filed a revised Exhibit 3 (form of Alternative Master Lease) and a revised Exhibit 4 (form of DivestCo Master Lease) to the Plan Supplement [Docket No. 237]. Notice of the filing of the Plan Supplement was served on all

creditors and interest holders and certain other parties in interest on June 6, 2018, as set forth in the *Affidavit of Service* of Forrest Kuffer dated June 8, 2018 [Docket No. 226].

M. On June 18, 2018, the Solicitation Agent filed the *Declaration of Jane Sullivan on Behalf of Epiq Bankruptcy Solutions, LLC Regarding Voting and Tabulation of Ballots Cast on the First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 240] (the "Voting Declaration"). In the Voting Declaration, the Solicitation Agent certified the results of the solicitation of acceptances and rejections of the Amended Plan (the "Solicitation") and confirmed that the Solicitation was carried out in accordance with the Solicitation Procedures. As further described below, the Voting Declaration certified that, among other things, the Amended Plan was accepted by 100% in number and 100% amount of the Holders of Claims in Class 4, 100% in amount of the Holders of Interests in Class 8A, and 100% in amount of the Holders of Interests in Class 8B.

N. On June 18, 2018, the Debtor filed (a) a proposed form of this confirmation order [Docket No. 241] (this "Order") and (b) the *Debtor's Memorandum of Law in Support of Entry of an Order Confirming the First Amended Chapter 11 Plan of Reorganization for HCR ManorCare Inc.* [Docket No. 238] (the "Confirmation Memorandum"). On June 18, 2018, the Debtor also filed the *Declaration of John R. Castellano, Chief Restructuring Officer of HCR ManorCare, Inc., in Support of the Debtor's Memorandum of Law in Support of Entry of an Order Confirming the First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 239] (the "Castellano Declaration"). On June 20, 2018, the Debtor filed the *Supplemental Declaration of John R. Castellano, Chief Restructuring Officer of HCR ManorCare, Inc., in Support of the Debtor's Memorandum of Law in Support of Entry of an Order Confirming the First Amended Chapter 11 Plan of Reorganization for HCR ManorCare,*

Inc. [Docket No. 247] (the "Supplemental Castellano Declaration" and, together with the Castellano Declaration, the proposed version of this Order and the Confirmation Memorandum, the "Confirmation Submissions").

O. One objection to the Amended Plan was filed by a pro-se plaintiff asserting an employment related claim against one or more of the Debtor's non-debtor affiliates [Docket No. 235]. Additionally, the lead plaintiffs in a securities class action in which the Debtor is named filed a reservation of rights with respect to the Amended Plan [Docket No. 229]. The Debtor further received several informal comments and requests that clarifying language be included in this Order from the United States Trustee, the United States Department of Justice, the Pension Benefit Guaranty Corporation, the Credit Facility Agent, Westchester Fire Insurance Co. and American International Group, Inc. The Debtor's responses to these comments are reflected in the Amended Plan or this Order.

P. At the Confirmation Hearing, this Court considered the Confirmation Submissions and heard the arguments of counsel supporting confirmation of the Amended Plan.

WHEREFORE, this Court, having reviewed the Amended Plan, the Plan Supplement, the Voting Declaration and the Confirmation Submissions; having held the Confirmation Hearing to consider confirmation of the Amended Plan; having considered all evidence submitted or presented at the Confirmation Hearing; having found that the legal and factual bases set forth in the Confirmation Submissions and the Voting Declaration and presented at the Confirmation Hearing establish just cause for the relief granted herein; having considered any and all objections to the Amended Plan and its confirmation, and all such objections being consensually resolved or withdrawn, or overruled on the merits; and after due deliberation thereon and good

cause appearing therefor, this Court hereby makes and issues the following Findings of Fact and Conclusions of Law:

Findings of Fact and Conclusions of Law

IT IS HEREBY FOUND AND DETERMINED THAT:

1. Findings and Conclusions. The findings and conclusions set forth herein, in the recitals, and in the record of the Confirmation Hearing constitute this Court's findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable herein by Bankruptcy Rules 7052 and 9014. To the extent any of the findings of fact constitute conclusions of law, or any of the conclusions of law constitute findings of fact, they are adopted as such.

2. Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157, 1334(a), 1408 and 1409). This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. § 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated February 29, 2012. Confirmation of the Amended Plan is a core proceeding under 28 U.S.C. § 157(b)(2), and this Court has jurisdiction (i) to determine whether the Amended Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed, and (ii) to enter a final order, consistent with Article III of the United States Constitution with respect thereto. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. Venue in the District of Delaware was proper as of the Petition Date and continues to be proper.

3. Chapter 11 Petition. On the Petition Date, the Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code (the "Chapter 11 Case"). The Debtor is authorized to continue, through its direct and indirect non-debtor subsidiaries, to operate the

Company's businesses and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. Judicial Notice. This Court takes judicial notice of all orders entered, and all evidence and arguments made, proffered or adduced at the hearings held before this Court during the pendency of the Chapter 11 Case.

5. Burden of Proof. The Debtor, as proponent of the Amended Plan, has met its burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence.

6. Objections Overruled. All parties have had a full and fair opportunity to be heard on all issues raised by objections to confirmation of the Amended Plan. All unresolved objections, statements, informal objections, and reservations of rights, if any, related to the confirmation of the Amended Plan are OVERRULED on the merits.

7. Adequacy of the Solicitation Procedures (11 U.S.C. §§ 1125, 1126). Votes for acceptance or rejection of the Amended Plan were solicited in good faith and the Solicitation complied with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the Solicitation Procedures Order, all other applicable provisions of the Bankruptcy Code and all other applicable rules, laws and regulations, including any applicable non-bankruptcy law.

8. Transmittal and Mailing of Materials; Notice. As evidenced by the Solicitation Affidavit of Service, the Voting Declaration, and the other affidavits of service and mailing filed with this Court prior to the Confirmation Hearing, the transmittal and service of the Amended Plan, the Amended Disclosure Statement, the Ballots, the Confirmation Notices, and the Plan Supplement were adequate and sufficient under the circumstances, and all parties have been

given due, proper, timely, and adequate notice, and an opportunity to appear and be heard with respect thereto. The Confirmation Notices informed Holders of Claims, Holders of Interests and other parties in interest that the Confirmation Hearing could be adjourned and informed them of how to access the electronic website maintained by the Solicitation Agent to obtain up-to-date information regarding the scheduling of the Confirmation Hearing and other relevant dates in the Chapter 11 Case. Holders of Claims and Holders of Interests also had the ability to request that they be placed on the list of parties receiving notice pursuant to Bankruptcy Rule 2002. Accordingly, due and proper notice has been given with respect to the Confirmation Hearing and the deadlines and procedures for filing objections to the confirmation of the Amended Plan in accordance with the Solicitation Procedures Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

9. Plan Compliance with the Applicable Provisions of the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). As set forth below, the Amended Plan complies with the applicable provisions of the Bankruptcy Code, including sections 1122 and 1123 of the Bankruptcy Code, and, as required by Bankruptcy Rule 3016(a), the Amended Plan is dated and identifies the Debtor as the proponent, thereby satisfying section 1129(a)(1) of the Bankruptcy Code. The Debtor appropriately filed the Amended Disclosure Statement and the Amended Plan with this Court, thereby satisfying Bankruptcy Rule 3016(b). The injunction, release, and exculpation provisions in the Amended Plan and Amended Disclosure Statement describe all acts to be enjoined and identify the entities that will be subject to the injunctions, and each of the injunction, release and exculpation provisions were set forth in bold, conspicuous language in the Amended Plan, Amended Disclosure Statement, and Confirmation Notices that were mailed to

all known creditors and interest holders of the Debtor, thereby satisfying Bankruptcy Rule 3016(c).

(a) Proper Classification of Claims and Equity Interests (11 U.S.C. §§ 1122 and 1123(a)(1)). In accordance with the Bankruptcy Code, the Amended Plan does not classify (i) Claims against the Debtor for payment of an administrative expense of a kind specified in section 503(b)(1) of the Bankruptcy Code and entitled to priority under section 507(a)(2) of the Bankruptcy Code) (collectively, "Administrative Expense Claims") (*see* Amended Plan § 2.1), and (ii) all Claims against the Debtor of the kind specified in section 507(a)(8) of the Bankruptcy Code ("Priority Tax Claims") (*see* Amended Plan § 2.2). The Amended Plan designates seven Classes of Claims against the Debtor and two Classes of Interests in the Debtor (*see* Amended Plan § 3.1). The Claims or Interests placed in each Class are substantially similar to the Claims or Interests, as the case may be, in such Class. Valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Amended Plan, the classifications were not promulgated for any improper purpose, and such Classes do not unfairly discriminate between or among Holders of Claims or Interests. The classification is reasonable and necessary to implement the Amended Plan and is proper under the Bankruptcy Code. Thus, the Amended Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

(b) Specification of Unimpaired Classes (11 U.S.C. § 1123(a)(2)). The Amended Plan specifies that Classes 1, 2, 3, 5, and 6 are Unimpaired within the meaning of section 1124 of the Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code (*see* Amended Plan § 3.2).

(c) Specification of Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). The Amended Plan designates each of Classes 4, 7, 8A and 8B as Impaired within the meaning

of section 1124 of the Bankruptcy Code and specifies the treatment of Claims and Interests in those Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code (*see* Amended Plan § 3.2). Classes 7 and 8A will be rendered Unimpaired if the Closing of the Alternative Transaction closes; however, because such Classes will not receive or retain any property or distribution if the Closing of the Alternative Transaction does not occur, the Amended Plan designates such Classes as Impaired.

(d) No Discrimination (11 U.S.C. § 1123(a)(4)). The Amended Plan provides for the equivalent treatment by the Debtor for each Claim or Interest in a particular Class, unless a Holder of a particular Claim or Interest has agreed to less favorable treatment, which satisfies section 1123(a)(4) of the Bankruptcy Code (*see* Amended Plan § 3.2).

(e) Implementation of Plan (11 U.S.C. § 1123(a)(5)). The Amended Plan and the Plan Supplement provide adequate and proper means for implementation of the Amended Plan, thereby satisfying section 1123(a)(5) of the Bankruptcy Code, including, without limitation, (i) the continued corporate existence of the Debtor on and after the Effective Date (as defined below) (the "Reorganized Debtor"), (ii) all actions set forth in Article V of the Amended Plan, (iii) the funding of the Amended Plan, (iv) the cancellation of certain equity securities, (v) the cancellation of certain existing Liens and security interests, (vi) the composition of the new board of directors and officers of the Reorganized Debtor, whether in the event the Closing of the Alternative Transaction does or does not occur, (vii) the assumption of Executory Contracts, (viii) the Alternative Master Lease and the DivestCo Master Lease (if the Closing of the Alternative Transaction occurs) or the Original Master Lease Amendment (if the Closing of the Alternative Transaction does not occur), (ix) the authorization, issuance, and delivery of New Common Stock, (x) the entry into the Certificate of Incorporation and By-Laws for the

Reorganized Debtor, whether in the event the Closing of the Alternative Transaction does or does not occur, and (xi) the taking of all necessary and appropriate actions by the Debtor or Reorganized Debtor, as applicable, to effectuate the transactions under and in connection with the Amended Plan (*see* Amended Plan Article V).

(f) Charter Provisions (11 U.S.C. § 1123(a)(6)). In accordance with section 1123(a)(6) of the Bankruptcy Code, the Certificate of Incorporation for the Reorganized Debtor will not permit the issuance of non-voting equity securities. After the effective date of the Amended Plan (the "Effective Date"), the Reorganized Debtor may amend and restate its certificates or articles of incorporation, by-laws, or similar governing documents, as applicable, as permitted by applicable non-bankruptcy law.

(g) Selection of Officers and Directors (11 U.S.C. § 1123(a)(7)). Section 5.10.2 of the Amended Plan provides that, subject to any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, the initial directors and officers of the Reorganized Debtor on the Effective Date shall be selected by ProMedica if the Closing of the Alternative Transaction occurs (identified on Exhibit F to the Amended Plan), and shall be selected by QCP if the Closing of the Alternative Transaction does not occur (identified on Exhibit G to the Amended Plan). The provisions of the Amended Plan for the selection of directors and officers are consistent with the interests of creditors, the new equity security holders and public policy. Consequently, the requirements of section 1123(a)(7) of the Bankruptcy Code have been met.

(h) The Debtor is Not an Individual (11 U.S.C. §§ 1123(a)(8), 1123(c)). The Debtor is not an individual, and accordingly, sections 1128(a)(8) and 1123(c) of the Bankruptcy Code are inapplicable in the Chapter 11 Case.

(i) Impairment/Unimpairment of Classes of Claims and Interests (11 U.S.C. § 1123(b)(1)). In accordance with section 1123(b)(1) of the Bankruptcy Code, Article III of the Amended Plan provides that (i) Class 1 (Other Priority Claims), Class 2 (Other Secured Claims), Class 3 (Credit Facility Claims), Class 5 (General Unsecured Claims), and Class 6 (Severance Claims) are Unimpaired, and (ii) Class 4 (QCP Claims), Class 7 (Section 510(b) Claims), Class 8A (Preferred Interests), and Class 8B (Common Interests) are Impaired. If the Closing of the Alternative Transaction occurs, Class 7 and Class 8A will be rendered Unimpaired.

(j) Assumption and Rejection of Executory Contracts (11 U.S.C. § 1123(b)(2)). Article VI of the Amended Plan addresses the assumption and rejection of Executory Contracts, and meets the requirements of section 365(b) of the Bankruptcy Code. Section 6.1 of the Amended Plan provides that, on the Effective Date, all Executory Contracts of the Debtor will be assumed unless such Executory Contract: (i) was previously assumed or rejected by the Debtor, (ii) previously expired or terminated pursuant to its own terms, or (iii) upon the Plan Sponsor's prior written consent or request, is the subject of a motion to reject such Executory Contract filed prior to the Effective Date. Unless otherwise determined by this Court pursuant to a Final Order or agreed to by the parties to the Executory Contract prior to the Effective Date, no payments shall be required to cure any defaults of the Debtor existing as of the date of this Order with respect to any Executory Contract to be assumed pursuant to the Amended Plan. There have been no objections to the Debtor's assumption of Executory Contracts or the Debtor's representation that no cure amounts are due with respect to any Executory Contract to which the Debtor is a party. The Debtor's assumption of Executory Contracts pursuant to Section 6.1 of the Amended Plan is in the best interest of the Debtor and its Estate, the Reorganized Debtor, and Holders of Claims and Interests.

(k) Settlement and Preservation of Claims and Causes of Action (11 U.S.C. § 1123(b)(3)). The Amended Plan is consistent with Bankruptcy Code section 1123(b)(3). In consideration of the distributions, settlements, and other benefits provided under the Amended Plan, the provisions of the Amended Plan constitute a good-faith compromise and settlement of all Claims, Interests or controversies relating to the rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Allowed Interest, or any distribution to be made on account of such Allowed Claim or Allowed Interest. The compromise and settlement of such Claims, Interests and controversies embodied in the Amended Plan is in the best interest of the Debtor, the Estate, the Reorganized Debtor and all Holders of Claims and Interests, and are fair, equitable and reasonable. The provisions regarding the preservation of Ordinary Litigation Claims and all of the Debtor's rights and defenses with respect to any Reinstated Claim are appropriate, fair, equitable, and reasonable, and are in the best interest of the Debtor, the Estate, the Reorganized Debtor, and Holders of Claims or Interests.

(l) Modification of Rights (11 U.S.C. § 1123(b)(5)). In accordance with section 1123(b)(5) of the Bankruptcy Code, Article III of the Amended Plan modifies or leaves unaffected, as the case may be, the rights of certain Holders of Claims or Interests.

(m) Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). In accordance with section 1123(b)(6) of the Bankruptcy Code, the Amended Plan includes additional appropriate provisions that are not inconsistent with applicable provisions of the Bankruptcy Code.

(n) Cure of Defaults (11 U.S.C. § 1123(d)). In accordance with section 1123(d) of the Bankruptcy Code, Section 6.2 of the Amended Plan provides for the satisfaction of any cure amounts associated with Executory Contracts to be assumed pursuant to the Amended Plan in accordance with section 365(b)(1) of the Bankruptcy Code. The Debtor is not

in default under any Executory Contract assumed pursuant to the Amended Plan and accordingly, no cure amounts are required to be paid to any party to such Executory Contract, unless otherwise determined by this Court or through mutual agreement by the parties to such Executory Contract prior to the Effective Date.

10. Debtor's Compliance with the Applicable Provisions of the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtor has complied in good faith with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(2) of the Bankruptcy Code. Specifically: (i) the Debtor is eligible to be a debtor under section 109 of the Bankruptcy Code and is a proper proponent of the Amended Plan under section 1121(a) of the Bankruptcy Code; (ii) the Debtor has complied with the applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by orders of this Court; and (iii) the Debtor has complied with the applicable provisions of the Bankruptcy Code, including sections 1125 and 1126, the Bankruptcy Rules, the Local Rules and applicable non-bankruptcy rules and regulations and the Solicitation Procedures Order in transmitting the Solicitation Package and in soliciting and tabulating votes to accept or reject the Amended Plan. The Debtor complied with applicable provisions of the Bankruptcy Code in transmitting the Confirmation Notices and otherwise satisfied section 1129(a)(2) of the Bankruptcy Code.

11. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtor has proposed the Amended Plan (and all documents necessary to effectuate the Amended Plan) in good faith and not by any means forbidden by law, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. The Debtor's good faith is evident from the facts and record of the Chapter 11 Case, the Amended Disclosure Statement, and the record of the Confirmation Hearing, and other proceedings held in the Chapter 11 Case. The Amended Plan is the culmination of lengthy and

significant good-faith, arm's-length negotiations between representatives of the Debtor, QCP, Welltower, ProMedica, and Carlyle, and their respective professionals, and is proposed with the legitimate and honest purposes of substantially restructuring the Debtor's capital structure and expeditiously making the distributions provided for in the Amended Plan. Further, the Amended Plan's classification, indemnification, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's-length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code, and are each necessary for the Debtor's successful reorganization.

12. Payments for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). The Amended Plan complies with section 1129(a)(4) of the Bankruptcy Code. Except as otherwise provided or permitted by the Amended Plan or other orders of this Court, the payments for services or costs and expenses in or in connection with the Chapter 11 Case, or in connection with the Amended Plan and incidental to the Chapter 11 Case, in each case incurred prior to the Effective Date, including Claims for professional fees that have been or will be paid by the Debtor, have been, hereby are, or will be, authorized by order of this Court or are otherwise permitted under the Bankruptcy Code.

13. Directors, Officers and Insiders (11 U.S.C. § 1129(a)(5)). The Debtor has complied with section 1129(a)(5) of the Bankruptcy Code. The identity and affiliations of the persons proposed to serve as the initial directors and officers of the Reorganized Debtor after confirmation of the Amended Plan have been fully disclosed in Exhibits F and G of the Amended Plan, and the appointment to such offices of such persons is consistent with the interests of the Debtor's creditors, equity security holders and with public policy. The identity of

any insider that will be employed or retained by the Reorganized Debtor and the nature of such insider's compensation also have been fully disclosed.

14. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Amended Plan does not provide for any change in rates subject to governmental regulation. Thus, section 1129(a)(6) of the Bankruptcy Code is not applicable in the Chapter 11 Case.

15. Best Interests of Creditors Test (11 U.S.C. § 1129(a)(7)). The Amended Plan satisfies section 1129(a)(7) of the Bankruptcy Code. The liquidation analysis set forth in Section VII.C of the Amended Disclosure Statement and other evidence proffered or adduced in the Castellano Declaration and at the Confirmation Hearing: (i) are reasonable, persuasive and credible as of the dates such analysis or evidence was prepared, presented, or proffered; (ii) utilize reasonable and appropriate methodologies and assumptions, (iii) have not been controverted by other evidence or challenged; and (iv) establish that each Holder of a Claim or Interest in an Impaired Class either has accepted the Amended Plan or would not receive or retain property of greater value if the Debtor was liquidated under chapter 7 of the Bankruptcy Code.

16. Acceptance or Rejection by Certain Classes (11 U.S.C. § 1129(a)(8)). Holders of Claims or Interests in the Voting Classes were the only Holders of Claims or Interests entitled to vote to accept or reject the Amended Plan pursuant to the provisions of the Bankruptcy Code. Holders of Claims or Interests in the Voting Classes (Class 4 – QCP Claims; Class 8A – Preferred Interests; Class 8B – Common Interests) have voted to accept the Amended Plan pursuant to section 1126(c) of the Bankruptcy Code. Holders of Claims in Classes 1, 2, 3, 5 and 6 are deemed to have accepted the Amended Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Claims in Class 7 are conclusively deemed to have rejected the Amended Plan

(the "Deemed Rejecting Class"). The Amended Plan, therefore, does not satisfy section 1129(a)(8) of the Bankruptcy Code. Notwithstanding the lack of compliance with section 1129(a)(8) of the Bankruptcy Code with respect to the Deemed Rejecting Class, the Amended Plan is confirmable because, as set forth below, it satisfies section 1129(b)(1) and (b)(2)(C)(ii) of the Bankruptcy Code with respect to such Class. As set forth in the Voting Declaration, the percentages of Holders of Claims or Interests in the Voting Classes that voted to accept or reject the Amended Plan are as follows:

Voting Class	Accept		Reject	
	Amount	Number	Amount	Number
Class 4 – QCP Claims	$445,796,590.00 100.00%	28 100.00%	$0.00 0.00%	0 0.00%
Class 8A – Preferred Interests	2,000 100.00%	N/A	0 0.00%	N/A
Class 8B – Common Interests	41,182,147.000 100.00%	N/A	0 0.00%	N/A

17. Treatment of Administrative Expense Claims and Priority Tax Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Expense Claims, including Professional Fee Claims, (*see* Amended Plan § 2.1) satisfies the requirements of section 1129(a)(9)(A) of the Bankruptcy Code. The treatment of Priority Tax Claims (*see* Amended Plan § 2.2) satisfies the requirements of section 1129(a)(9)(C) of the Bankruptcy Code. The treatment of Other Priority Claims (*see* Amended Plan § 3.2.1) satisfies the requirements of section 1129(a)(9)(B) of the Bankruptcy Code. No Holder of an Administrative Expense Claim other than a Holder of a

Professional Fee Claim (who must file an application for allowance of Professional Fee Claims) is required to file a Proof of Claim or request payment of administrative expenses under section 503(b) of the Bankruptcy Code.

18. Acceptance of At Least One Impaired Class (11 U.S.C. 1129(a)(10)). As set forth in the Voting Declaration, Holders of Claims in Class 4 and Holders of Interests in Classes 8A and 8B, which Classes are Impaired under the Amended Plan, have voted to accept the Amended Plan in requisite numbers and amounts, and Holders of Claims in Class 4 and Holders of Interests in Class 8A are not "insiders" as defined by section 101(31) of the Bankruptcy Code. Thus, the Amended Plan satisfies section 1129(a)(10) of the Bankruptcy Code.

19. Feasibility (11 U.S.C. § 1129(a)(11)). The Amended Plan is feasible within the meaning of section 1129(a)(11) of the Bankruptcy Code. The evidence submitted regarding feasibility, including the financial information included in the Amended Disclosure Statement and the other evidence supporting confirmation of the Amended Plan proffered or adduced by the Debtor at, or prior to, or in the Castellano Declaration and filed in connection with, the Confirmation Hearing (i) was reasonable, persuasive, accurate and credible as of the dates such analysis or evidence was prepared, presented, or proffered; (ii) has not been controverted by other evidence; (iii) utilizes reasonable and appropriate methodologies and assumptions; (iv) establishes that the Reorganized Debtor will have sufficient funds available to meet its obligations under the Amended Plan; and (v) establishes that confirmation of the Amended Plan is not likely to be followed by a liquidation or need for a further reorganization of the Reorganized Debtor. Accordingly, the Debtor has established a reasonable assurance of the Amended Plan's prospect for success. Furthermore, the transactions contemplated under the Amended Plan will enable the Reorganized Debtor to continue the Debtor's current operations.

The Alternative Master Lease and the DivestCo Master Lease (if the Alternative Transaction closes) and the Original Master Lease Amendment (if the Alternative Transaction does not close), and the termination contemplated by the Alternative Plan Sponsor Agreement and the Original Plan Sponsor Agreement (as amended by the Amendment to Original Plan Sponsor Agreement) of the Debtor's guaranty of HCR III's obligations under the Original Master Lease will eliminate a significant portion of the Debtor's prepetition obligations, as will the repayment of the Credit Facility if the Alternative Transaction closes. The Amended Plan is feasible and, therefore, satisfies section 1129(a)(11) of the Bankruptcy Code.

20. Payment of Certain Fees (11 U.S.C. § 1129(a)(12)). The Amended Plan satisfies section 1129(a)(12) of the Bankruptcy Code. Section 11.4 of the Amended Plan provides for payment of all fees payable by the Debtor under 28 U.S.C. § 1930.

21. Continuation or Satisfaction of Retiree Benefits (11 U.S.C. § 1129(a)(13)). The Amended Plan satisfies section 1129(a)(13) of the Bankruptcy Code to the extent applicable.

22. Non-Applicability of Certain Sections – Sections 1129(a)(14), (15), and (16). Sections 1129(a)(14), (15) and (16) of the Bankruptcy Code do not apply to the Chapter 11 Case. The Debtor owes no domestic support obligations, is not an individual, and is not a nonprofit corporation.

23. Confirmation of the Amended Plan Over Non-acceptance of Impaired Classes (11 U.S.C. § 1129(b)). As described above, the Amended Plan satisfies all of the applicable requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8). Pursuant to section 1129(b)(1) of the Bankruptcy Code, the Amended Plan may be confirmed notwithstanding the fact that not all Impaired Classes have voted to accept the Amended Plan. Requisite numbers and amounts of Holders of Claims and Interests in the Voting Classes voted

to accept the Amended Plan. Class 7 is a Class of Holders of Section 510(b) Claims against the Debtor, and is deemed to have rejected the Amended Plan. Based upon the evidence proffered, adduced, and presented by the Debtor at the Confirmation Hearing, the Amended Plan does not discriminate unfairly and is fair and equitable with respect to the Deemed Rejecting Class, as required by sections 1129(b)(1) and (b)(2)(C)(ii) of the Bankruptcy Code, because, if the Alternative Transaction does not close and Class 7 is rendered Impaired, no Holders of Claims or Interests junior to such Deemed Rejecting Class will receive or retain any property under the Amended Plan on account of such junior interests, and no Holder of a Claim in a Class senior to the Deemed Rejecting Class will receive more than 100% recovery on account of its Claim. If the Alternative Transaction does close, Class 7 will be rendered Unimpaired. Thus, the Amended Plan may be confirmed notwithstanding the deemed rejection of the Amended Plan by the Deemed Rejecting Class.

24. Confirmation of Only One Plan (11 U.S.C. § 1129(c)). The entry of this Order supersedes and replaces the Original Confirmation Order in its entirety, and upon entry of this Order, the Amended Plan modifies, supersedes and replaces the Original Plan in its entirety in accordance with Section 1127(b). Accordingly, section 1129(c) of the Bankruptcy Code is satisfied.

25. Principal Purpose of the Amended Plan (11 U.S.C. § 1129(d)). The principal purpose of the Amended Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, and no governmental unit has objected to the confirmation of the Amended Plan on any such grounds. The Amended Plan, therefore, satisfies the requirements of section 1129(d) of the Bankruptcy Code.

26. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based upon the record before this Court, the Exculpated Parties participated in the formation of, and the solicitation of votes on, the Amended Plan and activities related thereto, including the delivery and performance of the Alternative Restructuring Support Agreement, Alternative Plan Sponsor Agreement, Original Restructuring Support Agreement, the Original Plan Sponsor Agreement, and the Amendment to Original Plan Sponsor Agreement, in each case in good faith within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules and any applicable non-bankruptcy rules or regulations. Each of the Exculpated Parties participated in good faith and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and applicable non-bankruptcy law in the offer and issuance of any securities under the Amended Plan, and therefore are not, and on account of such offer, issuance, and solicitation will not be, liable at any time for the violation of any applicable law, rule or regulation governing the Solicitation or the offer and issuance of the securities under the Amended Plan. Accordingly, the Exculpated Parties are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code. The Solicitation is exempt from the registration requirements of the Securities Act and state securities laws pursuant to sections 4(a)(2) and 18(b)(4)(F) of the Securities Act and Rule 506 of Regulation D of the Securities Act.

27. Good Faith. The Exculpated Fiduciaries have been and will be acting in good faith if they proceed to (i) consummate the Amended Plan and the agreements, settlements, transactions, and transfers contemplated thereby and (ii) take the actions authorized and directed by this Order, in each case, to the extent such actions are consistent with the Amended Plan or this Order, as applicable.

28. Satisfaction of Confirmation Requirements. Based on the foregoing, the Amended Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code. Upon the Effective Date, the Amended Plan shall be binding upon all Holders of Claims or Interests, including Holders of Claims in the Deemed Rejecting Class.

29. Conditions to Effective Date. The Amended Plan shall not become effective unless and until the conditions set forth in Section 8.1 or Section 8.2 (as applicable) of the Amended Plan have been satisfied or waived pursuant to Section 8.3 of the Amended Plan.

30. Bankruptcy Rule 3016. The Amended Plan is dated, and identifies the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Amended Disclosure Statement and the Castellano Declaration with the Clerk of this Court satisfies Bankruptcy Rule 3016(b). The Amended Plan and Amended Disclosure Statement describe all acts to be enjoined and identify entities subject to such injunctions, and each of the injunction, release, and exculpation provisions were set forth in bold, conspicuous language as required by Bankruptcy Rule 3016(c).

31. Bankruptcy Rule 3017. The Debtor has given proper and sufficient notice of the Confirmation Hearing as required by Bankruptcy Rule 3017(d). The Solicitation Procedures, pursuant to which the Solicitation Package was provided to Holders of Claims in the Voting Classes, were adequate, thereby satisfying Bankruptcy Rule 3017(e).

32. Implementation. The restructuring documents contemplated by the Amended Plan, including (i) if the Alternative Transaction closes, the Certificate of Incorporation of the Reorganized Debtor for the Alternative Transaction, the By-Laws of the Reorganized Debtor for the Alternative Transaction, the Alternative Master Lease (and DivestCo Master Lease), and the Alternative Plan Sponsor Agreement, and (ii) if the Original Transaction closes, the Certificate

of Incorporation of Reorganized Debtor for the Original Transaction, the By-Laws of Reorganized Debtor for the Original Transaction, the Original Master Lease Amendment, the Original Plan Sponsor Agreement, the Amendment to Original Plan Sponsor Agreement and all other relevant and necessary documents (collectively, the "Plan Documents") have been negotiated in good faith and at arm's-length and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements.

33. Plan Sponsor Agreements. The Alternative Plan Sponsor Agreement, the Original Plan Sponsor Agreement and the Amendment to Original Plan Sponsor Agreement were each negotiated in good faith and at arm's-length, are fair, reasonable, and critical to the success and feasibility of the Amended Plan, and are necessary and appropriate for the consummation of the Amended Plan. The Debtor's assumption of the applicable Plan Sponsor Agreement is a reasonable exercise of its business judgment, is in the best interest of the Debtor's Estate, and is authorized under section 365 of the Bankruptcy Code. It is expressly understood and represented that the Debtor is not obligated for and will not make payments with respect to the Excess Severance Payments (as defined in the Alternative Plan Sponsor Agreement and the Original Plan Sponsor Agreement) under either the Alternative Plan Sponsor Agreement or Original Plan Sponsor Agreement, and it is further understood that the Debtor will not pay any Severance Claims in excess of the maximum amount permitted under the Bankruptcy Code.

34. Alternative Master Lease. The Alternative Master Lease and the DivestCo Master Lease have been negotiated in good faith and at arm's-length, are fair, reasonable, and critical to the success and feasibility of the Amended Plan if the Closing of the Alternative Transaction occurs, and are necessary and appropriate for the consummation of Plan if the Closing of the Alternative Transaction occurs. If the Alternative Transaction closes, HCR III's entry into the

Alternative Master Lease (and, if necessary, the DivestCo Master Lease) on the Effective Date is in the best interests of the Debtor, its Estate and creditors, and the Reorganized Debtor, and is approved as a reasonable exercise of the Debtor's business judgment.

35. Original Master Lease Amendment. The Original Master Lease Amendment has been negotiated in good faith and at arm's-length, is fair, reasonable, and critical to the success and feasibility of the Amended Plan if the Closing of the Alternative Transaction does not occur, and is necessary and appropriate for the consummation of the Amended Plan if the Closing of the Alternative Transaction does not occur. If the Alternative Transaction does not close, HCR III's entry into the Original Master Lease Amendment on the Effective Date is in the best interests of the Debtor, its Estate and creditors, and the Reorganized Debtor, and is approved as a reasonable exercise of the Debtor's business judgment.

36. Compromise and Settlement of Claims, Interests, and Controversies. Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Amended Plan and/or this Order, the provisions of the Amended Plan and/or this Order shall, on the Effective Date, constitute a good faith compromise and settlement of all Claims, Interests and controversies resolved under the Amended Plan. Such compromise and settlement is in the best interest of the Debtor, its Estate, and Holders of Claims and Interests and is fair, equitable, and reasonable. Except as otherwise provided herein, on the Effective Date, all settlements, compromises, releases, waivers, discharges, exculpations, and injunctions set forth in the Amended Plan and/or this Order shall be effective and binding on all persons. The Amended Plan and this Order shall have *res judicata*, collateral estoppel, and estoppel (judicial, equitable or otherwise) effect with respect to all matters provided for in, or resolved pursuant to,

the Amended Plan and/or this Order, including the release, injunction, exculpation, discharge, and compromise provisions contained in the Amended Plan and/or this Order.

37. Releases, Exculpations and Injunctions. This Court has jurisdiction under 28 U.S.C. §§ 1334(a) and 1334(b) to approve the injunctions, releases, and exculpations set forth in Sections 9.2, 9.3, 9.4, 9.5, and 9.6 of the Amended Plan. Section 105(a) of the Bankruptcy Code permits issuance of the injunctions and approval of the exculpations and releases set forth in Sections 9.2, 9.3, 9.4, 9.5 and 9.6 of the Amended Plan because, as has been established here, based upon the record in the Chapter 11 Case and the evidence presented at the Confirmation Hearing, such provisions (i) are made in exchange for good and valuable consideration, (ii) were integral to the agreements among the various parties, including the Alternative Restructuring Support Agreement, the Alternative Plan Sponsor Agreement, the Original Restructuring Support Agreement, the Original Plan Sponsor Agreement and the Amendment to Original Plan Sponsor Agreement, and are essential to the formulation and implementation of the Amended Plan, as provided in section 1123 of the Bankruptcy Code, (iii) confer substantial benefits on the Debtor's estate, (iv) are integral and non-severable from the Amended Plan, (v) are fair, equitable and reasonable, and (vi) are in the best interests of the Debtor, the Estate, the Reorganized Debtor, Holders of Claims or Interests, and other stakeholders. Pursuant to section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), the injunctions, releases, and exculpations set forth in the Amended Plan, as implemented by this Order, are fair, equitable, reasonable, and in the best interests of the Debtor, the Estate, the Reorganized Debtor, and all Holders of Claims or Interests. The record of the Confirmation Hearing and the Chapter 11 Case is sufficient to support the injunctions, releases, and exculpations provided for in Sections 9.2, 9.3, 9.4, 9.5 and 9.6 of the Amended Plan. Accordingly, based upon the record of the Chapter 11 Case, the

representations of the parties, and/or the evidence proffered, adduced, and/or presented at the Confirmation Hearing, this Court finds that the injunctions, releases, and exculpations set forth in Sections 9.2, 9.3, 9.4, 9.5, and 9.6 of the Amended Plan are consistent with the Bankruptcy Code and applicable law.

(a) Release of Non-Debtors. The releases of non-Debtors under the Amended Plan are fair to Holders of Claims or Interests, are necessary to the proposed reorganization, and are supported by fair consideration, thereby satisfying the requirements of *In re Continental Airlines, Inc.*, 203 F.3d 203, 214 (3d Cir. 2000), *In re Indianapolis Downs, LLC*, 486 B.R. 286, 305 (Bankr. D. Del. 2013), and *In re Zenith Electronics Corp.*, 241 B.R. 92, 110,11 (Bankr. D. Del. 1999). Each non-Debtor Released Party was instrumental to the formation of the Amended Plan and successful prosecution of the Chapter 11 Case and provided a substantial contribution to the Debtor, which provided a significant benefit to the Debtor's Estate. The record of the Confirmation Hearing and the Chapter 11 Case is sufficient to support the releases provided for in Section 9.3 of the Amended Plan.

(b) Third-Party Releases. The releases contained in Section 9.4 of the Amended Plan, pursuant to which Holders of Claims or Interests that vote to accept the Amended Plan (*i.e.*, Holders of QCP Claims in Class 4, Holders of Preferred Interests in Class 8A, and Holders of Common Interests in Class 8B) are deemed to release the Released Parties to the extent set forth in Section 9.4, were disclosed and explained on the Ballots, in the Amended Disclosure Statement, in the Amended Plan, and on the Voting Notice. Such notice was timely, sufficient, appropriate and adequate notice to the Holders of Claims or Interests in the Voting Classes, was reasonably calculated under the circumstances to reach such parties, and no other or further notice is or shall be required. The releases contained in Section 9.4 are consensual

because such releases are limited to Holders of Claims or Interests in the Voting Classes that affirmatively voted to accept the Amended Plan. The releases contained in Section 9.4 of the Amended Plan are fair to Holders of Claims or Interests and are necessary to the proposed reorganization, and are in exchange for, and are supported by, fair, sufficient, and adequate consideration provided by the parties receiving such releases and are a good faith settlement and compromise of the claims released.

(c) Exculpation. The exculpations contained in Section 9.5 of the Amended Plan are appropriate under the circumstances, are limited to apply only to estate fiduciaries, and, solely to the extent provided in Section 1125(e) of the Bankruptcy Code, QCP, Carlyle, the Credit Facility Agent and Credit Facility Lenders, and certain parties affiliated therewith, and, if the Closing of the Alternative Transaction occurs, ProMedica, Welltower, and certain parties affiliated therewith, and comply with applicable law. The Exculpated Parties subject to the exculpation provisions of Section 9.5 have, and upon entry of this Order will be deemed to have, participated in good faith and in compliance with all applicable laws with regard to the Solicitation of, and the distribution and consideration pursuant to, the Amended Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation or such distributions made pursuant to the Amended Plan.

(d) Injunctions. The injunctions contained in Section 9.6 of the Amended Plan are appropriate under the circumstances, and are fair, equitable, reasonable and necessary to effectuate and support the release provisions of Section 9.4 and exculpation provisions of Section 9.5 of the Amended Plan.

38. Retention of Jurisdiction. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding the entry of this Order or the occurrence of the Effective Date, this Court, except as otherwise provided in the Amended Plan or herein, shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Case and the Amended Plan to the fullest extent permitted by law, including, but not limited to, the matters set forth in Article X of the Amended Plan.

39. Waiver of Stay. Under the circumstances, it is appropriate that the 14-day stay imposed by Bankruptcy Rules 3020(e) and 7062(a) and any other Bankruptcy Rules, if applicable, be waived.

40. Satisfaction of Confirmation Requirements. Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Confirmation Hearing, the Amended Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

Decrees

WHEREFORE, IT IS HEREBY ORDERED, ADJUDGED, DECREED AND DETERMINED THAT:

41. Findings of Fact and Conclusions of Law. The above-referenced recitals, findings of fact and conclusions of law are incorporated by reference as though fully set forth herein and constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule 9014. To the extent that any finding of fact is determined to be a conclusion of law, it is deemed so, and vice versa.

42. Confirmation of the Amended Plan. The Amended Plan and each of its provisions shall be, and hereby are, **CONFIRMED** under section 1129 of the Bankruptcy Code. The terms of the Amended Plan, including the Plan Supplement, and each of the documents

comprising the Plan Supplement, as modified, amended or supplemented from time to time in accordance with the Amended Plan (each of which are incorporated by reference into and are an integral part of this Order), and any other Plan Documents filed in connection with the Amended Plan are authorized and approved, and any other documents to be executed in connection with the transactions contemplated by the Amended Plan (including the Alternative Plan Sponsor Agreement or the Original Plan Sponsor Agreement (as amended by the Amendment to Original Plan Sponsor Agreement), as applicable), and all amendments and modifications to the Plan Documents made in accordance with their respective terms, the Amended Plan and this Order, are authorized.

43. Omission of Reference to Particular Plan Provisions. The failure specifically to include or refer to any particular article, section, paragraph or provision of the Amended Plan, Plan Supplement, or any related document in this Order shall not diminish or impair the effectiveness of such article, section, paragraph or provision, it being the intent of this Court that the Amended Plan, Plan Supplement and any related documents be confirmed and approved in their entirety.

44. Objections to the Amended Plan and Confirmation. Any objections, responses to and statements and comments, if any, in opposition to confirmation of the Amended Plan (and approval of all documents necessary to effectuate the Amended Plan, including the Alternative Plan Sponsor Agreement, the Original Plan Sponsor Agreement and the Amendment to Original Plan Sponsor Agreement and assumption thereof), and any reservation of rights contained therein, that have not been withdrawn, waived, or settled prior to the entry of this Order hereby are **OVERRULED** on the merits and in the entirety, and all withdrawn objections or responses are deemed withdrawn with prejudice.

45. Plan Supplement. The form of documents comprising the Plan Supplement are authorized and approved, and any other agreements, instruments, certificates or documents related thereto, and the transactions contemplated by each of the foregoing, are authorized, and, upon execution and delivery of the agreements and documents relating thereto by the applicable parties (and the satisfaction of applicable terms and conditions to their effectiveness), shall be in full force and effect and valid, binding and enforceable in accordance with their terms without the need for any further action, order or approval of this Court, or other act or action under applicable law, regulation, order or rule.

46. No Action. Pursuant to the appropriate provisions of section 303 of the Delaware General Corporation Law and section 1142(b) of the Bankruptcy Code, no action of the stockholders, members, managers or directors of the Debtor or Reorganized Debtor, as applicable, shall be required to authorize the Debtor or Reorganized Debtor, as applicable, to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Amended Plan and any contract, assignment, certificate, instrument, or other document to be executed, delivered, filed, adopted, amended, restated, consummated or effectuated, as the case may be, in connection with implementation of the Amended Plan.

47. Original Confirmation Order. Upon entry of this Order, the Original Confirmation Order shall be null and void, and this Order confirming the Amended Plan shall supersede and replace the Original Confirmation Order in its entirety. Upon entry of this Order, the Original Plan shall be deemed modified, amended and superseded in its entity by the Amended Plan.

48. Binding Effect. On the Effective Date, all provisions of the Amended Plan or Plan Supplement, including all agreements, instruments and other documents filed with this

Court in connection with the Amended Plan and executed by the Debtor or the Reorganized Debtor in connection with the Amended Plan or the Plan Supplement (including the Alternative Plan Sponsor Agreement, the Original Plan Sponsor Agreement and the Amendment to Original Plan Sponsor Agreement), and this Order shall be binding on (i) the Debtor; (ii) the Reorganized Debtor; (iii) all Holders of Claims against or Interests in the Debtor and such Holder's respective successors and assigns, whether or not the Claim or Interest of such Holder is Impaired under the Amended Plan and whether or not such Holder has accepted the Amended Plan; and (iv) all other parties that are affected in any manner by the Amended Plan. Except as expressly provided otherwise in the Amended Plan or this Order, all agreements, instruments and other documents filed in connection with the Amended Plan, including the Alternative Plan Sponsor Agreement, the Original Plan Sponsor Agreement and the Amendment to Original Plan Sponsor Agreement, shall be given full force and effect, and shall bind all parties referred to therein as of the Effective Date, whether or not such agreements are actually issued, delivered or recorded on the Effective Date or thereafter and whether or not a party has actually executed such agreement. For the avoidance of doubt, no provision of the Plan Supplement or any agreement, instrument or other document filed in connection with the Amended Plan and executed by the Debtor or Reorganized Debtor in connection with the Amended Plan or Plan Supplement shall render Impaired any Claim that is otherwise Unimpaired under the Amended Plan; provided, however, that the Reorganized Debtor shall be authorized to take any action that it determines may be necessary, advisable or appropriate in connection with the operation of the Reorganized Debtor after the consummation of the Amended Plan (without prejudice to the rights of creditors or other parties under contract or applicable nonbankruptcy law); provided further, however, and for the avoidance of doubt, the Reorganized Debtor shall take no action with respect to the

Claims asserted in the HCP Securities Litigation (as defined below) that is inconsistent with the Amended Plan and this Order, including but not limited to paragraphs 85–87.

49. Implementation of the Amended Plan. The provisions in Article V of the Amended Plan governing the means for implementation of the Amended Plan set forth in the Amended Plan shall be, and are, approved in their entirety. On and after the Effective Date, the Reorganized Debtor and the officers and members of the board of directors of the Reorganized Debtor are authorized to and may issue, execute, deliver, file or record such contracts, New Common Stock, instruments, releases and other agreements and documents and take such actions as any responsible officer or director of the Reorganized Debtor may determine to be necessary, appropriate or advisable to effectuate, implement and/or consummate the Amended Plan and this Order, the Plan Supplement, the Alternative Plan Sponsor Agreement or the Original Plan Sponsor Agreement (as amended by the Amendment to Original Plan Sponsor Agreement), as applicable, the Implementation Memorandum and the transactions contemplated thereby, including the documents set forth in the Plan Supplement, the Alternative Plan Sponsor Agreement or the Original Plan Sponsor Agreement (as amended by the Amendment to Original Plan Sponsor Agreement), as applicable, and the New Common Stock issued pursuant to the Amended Plan in the name of and on behalf of the Reorganized Debtor, without the need for any further approvals, authorization, or consents.

50. Assumption of Plan Sponsor Agreement. The Debtor is authorized to assume the Alternative Plan Sponsor Agreement or the Original Plan Sponsor Agreement (as amended by the Amendment to Original Plan Sponsor Agreement), as applicable, under section 365 of the Bankruptcy Code and is authorized and directed to perform its obligations thereunder.

51. The Alternative Master Lease. The Alternative Master Lease, filed as Exhibit 3 to the Plan Supplement, and the DivestCo Master Lease, filed as Exhibit 4 to the Plan Supplement, are approved. On the Effective Date, if the Closing of the Alternative Transaction occurs, the Reorganized Debtor shall cause HCR III to, and Meerkat I LLC (or its designees) shall, enter into the Alternative Master Lease.

52. The Original Master Lease Amendment. The Original Master Lease Amendment, filed as Exhibit C to the Amended Plan, is approved and authorized. On the Effective Date, if the Closing of the Alternative Transaction does not occur, the Reorganized Debtor shall cause HCR III to, and QCP and the Lessors under the Master Lease shall, enter into the Original Master Lease Amendment.

53. Authorization and Issuance of New Common Stock. The Reorganized Debtor is authorized to issue the New Common Stock without the need for any further corporate action. The New Common Stock issued under the Amended Plan is duly authorized, validly issued, fully paid, and non-assessable, and free and clear of all Claims, Liens, charges, other encumbrances, and Interests. On the Effective Date, if the Closing of the Alternative Transaction occurs, the New Common Stock shall be, in accordance with the Implementation Memorandum, issued, transferred and delivered to ProMedica Sub (or its designee(s)), as the party entitled to receive such New Common Stock pursuant to the Amended Plan. On the Effective Date, if the Closing of the Alterative Transaction does not occur, the New Common Stock shall be issued, transferred and delivered to QCP or its designee(s), as the Holder of Claims entitled to receive such New Common Stock pursuant to the Amended Plan.

54. Rollover Restricted Shares. At the Debtor's option, if the Closing of the Alternative Transaction occurs, subject to the approval of ProMedica Parent (which approval

shall not be unreasonably withheld, conditioned, or delayed), the Debtor is authorized to either (a) accelerate the vesting of the 437,540 unvested, restricted common shares of the Debtor that do not vest automatically upon consummation of the Alternative Transaction pursuant to the terms of the applicable Rollover Restricted Shares (the "Rollover Restricted Shares"), which Rollover Restricted Shares shall be entitled to receive their pro rata share of the Common Equity Distribution under the Plan, or (b) reserve the pro rata share of the Common Equity Distribution applicable to the Rollover Restricted Shares and pay such pro rata shares if and when such Rollover Restricted Shares vest.

55. Exemption from Securities Laws. To the maximum extent provided by section 1145 of the Bankruptcy Code and applicable non-bankruptcy law, the offering, issuance, and distribution of the New Common Stock pursuant to the Amended Plan shall be exempt from, among other things, the registration and prospectus delivery requirements under section 5 of the Securities Act, and any other applicable state and federal law requiring registration and/or delivery of a prospectus prior to the offering, issuance, distribution or sale of securities, subject to the provisions of section 11145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act. The New Common Stock shall be freely transferable under the Securities Act by the recipients thereof, subject to compliance with any rules and regulations of the U.S. Securities and Exchange Commission, if any, applicable at the time of any future transfer of such New Common Stock and applicable regulatory approval, if any.

56. Exemption from Certain Transfer Taxes. Pursuant to section 1146 of the Bankruptcy Code and Section 11.3 of the Amended Plan, (a) the issuance, transfer, or exchange or equity securities under the Amended Plan; (b) the creation of any mortgage, deed of trust, lien,

pledge or other securities interest; or (c) the making or delivery of any deed or other instrument of transfer under the Amended Plan, including, without limitation, merger agreements, agreements of consolidation, restructuring, disposition, liquidation or dissolution, deeds, bills of sale, and transfers of tangible property, will not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee or other similar or governmental assessment in the United States. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or Governmental Unit in which any instrument under the Amended Plan or this Order is to be recorded shall, pursuant to this Order, be ordered and directed to accept for filing and recordation any of the foregoing instruments without the payment of any such tax or governmental assessment.

57. Cancellation of Liens. Except as otherwise provided in the Amended Plan or this Order, on the Effective Date, in consideration for the distributions to be made on the Effective Date pursuant to the Amended Plan, all Liens, charges, and encumbrances related to any Claim or Interest, other than any Lien securing a Secured Claim, an Intercompany Note Claim or a Credit Facility Claim that is, in each case, Reinstated under the Amended Plan, shall be terminated, null and void and of no effect. The Holders of such terminated Liens, charges and encumbrances are hereby authorized and directed to release any collateral or other property of the Debtor (including any Cash collateral) held by such Holder and to take such actions as may be requested by the Debtor or Reorganized Debtor to evidence the release of any Liens, including the execution, delivery, and filing or recording of such release documents as may be requested by the Debtor or Reorganized Debtor.

58. Preservation of Rights of Action and Settlement of Ordinary Litigation Claims. Except as otherwise provided in the Amended Plan, this Order, or in any document, instrument, release or other agreement entered into in connection with the Amended Plan, the Debtor and its Estate shall retain the Ordinary Litigation Claims, and the Reorganized Debtor, as successor in interest to the Debtor and its Estate, may enforce, sue on, settle or compromise (or decline to do any of the foregoing) any or all of the Ordinary Litigation Claim or any other claims, rights of action, suits or proceedings that the Debtor or its Estate may hold against any Person. The failure to specifically identify any Ordinary Litigation Claim as being released or preserved under the Amended Plan shall not effectuate a waiver or release of such Ordinary Litigation Claim.

59. Cancellation of Stock, Certificates, Instruments and Agreements. On the Effective Date, all stock, units, instruments, certificates, agreements and other documents evidencing the Interests will be cancelled, and the obligations of the Debtor thereunder or in any way related thereto will be fully released, terminated, extinguished and discharged, in each case without further notice to or order of this Court, act or action under applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person.

60. Compliance with Section 1123(a)(6) of the Bankruptcy Code. The Certificate of Incorporation for the Reorganized Debtor, the By-Laws of the Reorganized Debtor, and the terms governing the issuance of the New Common Stock comply in all respects with section 1123(a)(6) of the Bankruptcy Code, and are approved. The adoption and filing of the Certificate of Incorporation and the By-Laws are hereby authorized, ratified, and approved. The Debtor has

complied in all respects, to the extent necessary, with section 1123(a)(6) of the Bankruptcy Code.

61. Corporate Action. On the Effective Date, (i) the selection of directors and officers for Reorganized Debtor, (ii) the issuance and distribution of the New Common Stock, and (iii) all other actions and transactions contemplated by the Amended Plan and the Plan Supplement and consummated in accordance with their respective terms, shall be deemed authorized and approved in all respects, subject to the provisions of the Amended Plan, the Plan Supplement, and this Order. All matters provided for in the Amended Plan and the Plan Supplement (including the Alternative Plan Sponsor Agreement or the Original Plan Sponsor Agreement (as amended by the Amendment to Original Plan Sponsor Agreement), as applicable) involving the corporate structure of the Debtor or the Reorganized Debtor, and any corporate action required by the Debtor or the Reorganized Debtor in connection with the Amended Plan and the Plan Supplement (including the Alternative Plan Sponsor Agreement or the Original Plan Sponsor Agreement (as amended by the Amendment to Original Plan Sponsor Agreement), as applicable, shall be deemed to have timely occurred in accordance with applicable law and shall be in effect, without any requirement of further action by the security holders or directors of the Debtor or the Reorganized Debtor in accordance with section 303 of the Delaware General Corporation Law and the provisions of the Bankruptcy Code. On and after the Effective Date, the appropriate officers of the Reorganized Debtor and members of the board of directors or managers of the Reorganized Debtor hereby are and shall be authorized and directed to use, execute and deliver the agreements, documents, securities and instruments contemplated by the Amended Plan and the Plan Supplement (including the Alternative Plan Sponsor Agreement or

the Original Plan Sponsor Agreement (as amended by the Amendment to Original Plan Sponsor Agreement), as applicable, in the name of and on behalf of the Reorganized Debtor.

62. Vesting of Assets. On the Effective Date, pursuant to sections 1141 (b) and (c) of the Bankruptcy Code, all property of the Debtor's Estate, including all claims, rights and causes of action and any property acquired by the Debtor or the Reorganized Debtor under or in connection with the Amended Plan, shall vest in the Reorganized Debtor and, except as specifically provided in the Amended Plan or this Order, shall vest free and clear of all Claims, Liens, charges, other encumbrances, and Interests. On and after the Effective Date, the Reorganized Debtor may operate its business and may use, acquire and dispose of property free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provisions of the Bankruptcy Code, except as expressly provided herein. Without limiting the foregoing, the Reorganized Debtor may pay the charges that it incurs on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to this Court. As of the Effective Date, all property of the Reorganized Debtor shall be free and clear of all Liens and non-Reinstated Claims, except as specifically provided in the Amended Plan or this Order.

63. Covered Unimpaired Claims.

(a) Notwithstanding anything contrary in the Amended Plan, and subject to subsection (b) below, each Holder of a Claim arising prior to the Effective Date in (i) Classes 1, 2, 5 or 7 (if the Closing of the Alternative Transaction occurs) of the Amended Plan, or (ii) Classes 1, 2, 3, or 5 (if the Closing of the Alternative Transaction does not occur) of the Amended Plan (each of (i) and (ii), as applicable, a "Covered Unimpaired Claim") shall be entitled to enforce its rights in respect of its Covered Unimpaired Claim against the Reorganized

Debtor, in each case, until such Claim has been (i) paid in full in accordance with applicable law, or on terms agreed to between the Holder of such Claim and the Debtor or Reorganized Debtor, or in accordance with the terms and conditions of the particular transaction giving rise to such Claim or (ii) otherwise satisfied or disposed of as determined by a court of competent jurisdiction. Subject to paragraph 64 below, the Debtor, Reorganized Debtor and any other Entity shall retain all rights and defenses, both legal and equitable, under the Bankruptcy Code or other applicable bankruptcy and non-bankruptcy law with respect to any Covered Unimpaired Claim (other than the power to impair such Claim within the meaning of section 1124 of the Bankruptcy Code), including, but not limited to, legal and equitable rights of setoff and/or recoupment as to Covered Unimpaired Claims; provided, however, that (x) the foregoing shall not apply with respect to the Intercompany Note Claim, which is Allowed in full under the Amended Plan without defenses, counterclaims, setoff or recoupment, and (y) for the avoidance of doubt, the Debtor, the Reorganized Debtor and any other Entity shall not retain such rights and defenses with respect to (i) any Claims or Causes of Action held by the Debtor or its Estate or the Reorganized Debtor that are released pursuant to Section 9.3 of the Amended Plan (the "Debtor Released Claims") or (ii) any Claims or Causes of Action released by certain Holders of Claims pursuant to Section 9.4 of the Amended Plan (the "Third Party Released Claims"). Such Debtor Released Claims and Third Party Released Claims shall be deemed settled, satisfied, resolved, released, discharged, barred and/or enjoined by the applicable provisions under, and pursuant to the express terms of, the Amended Plan and Plan Documents on the Effective Date. Holders of Covered Unimpaired Claims shall not be required to file a Proof of Claim with this Court and shall retain all their rights under applicable non-bankruptcy law to pursue their Covered Unimpaired Claims in any forum with jurisdiction over the parties. If the Debtor or

Reorganized Debtor disputes any Covered Unimpaired Claim, such dispute shall be determined, resolved or adjudicated pursuant to applicable non-bankruptcy law.

(b) Notwithstanding subsection (a) or anything else to the contrary in the Amended Plan or Plan Documents, with respect to all Claims (i) in Class 5 arising from the rejection of an Executory Contract and (ii) in Class 6: (x) the Allowed amount of such Claims may be determined by this Court after notice and a hearing; (y) such Claims may be paid in full in Cash by the Debtor on the Effective Date or as soon thereafter as reasonably practicable; and (z) such Claims shall be discharged pursuant to Section 9.2.1 of the Amended Plan and Holders of such Claims shall be subject to the injunction set forth in Section 9.2.2 of the Amended Plan.

64. Reinstated Claims. Notwithstanding anything to the contrary in the Amended Plan or this Order, nothing shall affect, diminish or impair the Debtor's or the Reorganized Debtor's rights and defenses, both legal and equitable, with respect to any Reinstated Claim, including, but not limited to, legal and equitable rights of setoff and/or recoupment against the Holders of any Reinstated Claims; provided, however, that the foregoing shall not apply with respect to any Credit Facility Claims or Intercompany Note Claims, each of which is Allowed in full under the Amended Plan without defenses, counterclaims, setoff or recoupment. Additionally, and notwithstanding anything contained in the Amended Plan to the contrary, any Unimpaired Claim in Classes 1, 2, 5 (other than a Claim in Class 5 arising from the rejection of an Executory Contract) and, solely in the event the Closing of the Alternative Transaction occurs, Class 7, not paid in full in Cash by the Debtor on the Effective Date or as soon thereafter as reasonably practicable shall constitute a Reinstated Claim.

65. Severance Claims. The Severance Claims of the Eligible Employees (as defined in the Alternative Plan Sponsor Agreement and the Original Plan Sponsor Agreement (as

amended by the Amendment to Original Plan Sponsor Agreement)) are Allowed in the aggregate amount of $6,164,500 if the Closing of the Alternative Transaction occurs or in the aggregate amount of $3,512,500 if the Closing of the Original Transaction occurs, which amounts do not, in either case, exceed the statutory cap set forth in 11 U.S.C. § 502(b)(7). For the avoidance of doubt, nothing in the Amended Plan or this Order allows any Claim that is not allowable under 11 U.S.C. § 503(c), or authorizes the Debtor or the Reorganized Debtor to make any payment that is prohibited by 11 U.S.C. § 503(c).

66. Professional Compensation and Reimbursement Claims. All Professionals or other entities requesting compensation or reimbursement of expenses pursuant to sections 327, 329, 330, 331, 503(b) and/or section 1103 of the Bankruptcy Code for services rendered before the Effective Date (including, without limitation, any compensation requested by any Professional or any other entity for making a substantial contribution in the Chapter 11 Case) must file and serve on the Reorganized Debtor and such other Entities who are designated by the Bankruptcy Rules, this Order or other order of this Court, an application for final allowance and payment of such Professional Fee Claim no later than the first Business Day that is forty-five (45) days after the Effective Date. Objections to any Professional Fee Claim must be filed and served on the Reorganized Debtor and the applicable Professional within thirty (30) days after the filing of the final fee application with respect to the Professional Fee Claim. Notice of a hearing on the final fee applications shall be provided in accordance with the Bankruptcy Rules and Local Rules. Any such objections that are not consensually resolved may be set for hearing on twenty-one (21) days' notice by the Professional asserting such Professional Fee Claim. The Reorganized Debtor is authorized to pay compensation for professional services rendered and

reimbursement of expenses incurred after the Effective Date in the ordinary course and without the need for approval by this Court.

67. Payment of Fees and Expenses of Credit Facility Agent and Lenders. On the Effective Date, the Debtor or the Reorganized Debtor, as applicable, is authorized and directed to pay in full in Cash all fees and expenses of the Credit Facility Agent and the Credit Facility Lenders as required under the Cash Collateral Order without the need for the Credit Facility Agent or the Credit Facility Lenders to file a fee application with this Court, subject to the right of the Debtor to object to the reasonableness of the fees.

68. Withholding and Reporting Requirements. In connection with Section 7.5 of the Amended Plan, the Reorganized Debtor shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions under the Amended Plan shall be subject to any such withholding and reporting requirements. The Reorganized Debtor shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distributions to be made under the Amended Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms that the Reorganized Debtor believes are reasonable and appropriate. All persons holding Claims or Interests shall be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding anything to the contrary, each Holder of an Allowed Claim that is to receive a distribution under the Amended Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such

distribution. No distribution shall be made to or on behalf of such Holder pursuant to the Amended Plan unless and until such Holder has made arrangements satisfactory to the Reorganized Debtor for the payment and satisfaction of such tax obligations.

69. Reservation of Rights in Favor of Governmental Units. Notwithstanding any provision in the Amended Plan, this Order or the related Plan Documents, nothing discharges or releases the Debtor, the Reorganized Debtor, or any non-debtor from any Claim, liability or Cause of Action of the United States of America (the "United States") or any State, or impairs the ability of the United States or any State to pursue any Claim, liability or Cause of Action against any Debtor, Reorganized Debtor or non-debtor. Contracts, leases, covenants, guaranties, indemnifications, operating rights agreements or other interest or agreements with the United States or any State shall be, subject to any applicable legal or equitable rights or defenses of the Debtor or Reorganized Debtor under applicable non-bankruptcy law, paid, treated, determined and administered in the ordinary course of business as if the Debtor's Chapter 11 Case was never filed and the Debtor and Reorganized Debtor shall comply with all applicable non-bankruptcy law. All Claims, liabilities, Causes of Action, or defenses of or to the United States or any State shall survive the Chapter 11 Case as if the case had not been commenced and be determined in the ordinary course of business, including in the manner and by the administrative or judicial tribunals in which such rights, defenses, Claims, liabilities, or Causes of Action would have been resolved or adjudicated if the Chapter 11 Case had not been commenced; provided, that nothing in the Amended Plan or this Order shall alter any legal or equitable rights or defenses of the Debtor or the Reorganized Debtor with respect to any such Claim, liability or Cause of Action under non-bankruptcy law, or be construed as an admission as to the existence of any fact or the validity of any Claim with respect to or in connection with any Claim, liability or Cause of

Action. Without limiting the foregoing, for the avoidance of doubt: (i) the United States and any State shall not be required to file any proofs of claim in the Chapter 11 Case in order to be paid on account of any Claim, liability or Cause of Action; (ii) nothing shall affect or impair the exercise of the United States' or any State's police and regulatory powers against the Debtor, Reorganized Debtor or any non-debtor; (iii) nothing shall be interpreted to set cure amounts or to require the United States or any State to novate or otherwise consent to the transfer of any federal or state contracts, leases, guaranties, indemnifications, grants, agreements or interests; (iv) nothing shall affect or impair the United States' or any State's rights and defenses of setoff and recoupment, or to assert setoff or recoupment against the Debtor or Reorganized Debtor and such rights and defenses are expressly preserved; and (v) nothing shall constitute an approval or consent by the United States without compliance with all applicable legal requirements and approvals under non-bankruptcy law.

70. Assumed Executory Contracts. The provisions governing the treatment of Executory Contracts set forth in Article VI of the Amended Plan are approved in their entirety. Pursuant and subject to Section 6.1 of the Amended Plan, as of the Effective Date, the Debtor shall be deemed to have assumed each Executory Contract to which it is a party in accordance with and subject to the provisions and requirements of section 365 and 1123 of the Bankruptcy Code, unless such Executory Contract: (i) was previously assumed or rejected by the Debtor; (ii) previously expired or terminated pursuant to its own terms; or (iii) is the subject of a motion to reject filed prior to the Effective Date. Each Executory Contract assumed pursuant to Section 6.1 of the Amended Plan shall hereby revest in and be fully enforceable by the Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Amended Plan or this Order. To the maximum extent permitted by law, to the extent any provision in any

Executory Contract assumed pursuant to the Amended Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract, including any "change of control" provision, then such provision is deemed modified such that the transactions contemplated by the Amended Plan and approved by this Order shall not entitle the non-Debtor party thereto to terminate such Executory Contract or to exercise any other default-related rights with respect thereto. This Order shall constitute an order of this Court under sections 365 and 1123(b) of the Bankruptcy Code approving the contract assumptions as described herein, as of the Effective Date.

71. Cure Amounts. Unless otherwise determined by this Court pursuant to a separate Final Order or otherwise agreed to by the parties prior to the Effective Date, no payments shall be required to cure any defaults of the Debtor existing as of the Confirmation Date with respect to any Executory Contract assumed pursuant to the Amended Plan. The requirements of section 365(b)(1) of the Bankruptcy Code are deemed satisfied, and the only required adequate assurance of future performance of any Executory Contract that is assumed in connection with the Amended Plan shall be the promise of the Reorganized Debtor to perform all obligations under any Executory Contract under the Amended Plan.

72. Survival of Indemnification and Exculpation Obligations. Any obligation of the Debtor to indemnify and exculpate any past and present directors, officers, agents, employees and representatives who provided services to the Debtor prior to or after the Petition Date, pursuant to certificates or articles of incorporation, by-laws, contracts and/or applicable statutes, in respect of all actions, suits and proceedings against any of such officers, directors, agents, employees and representatives, based upon any act or omission related to service with, for on behalf of the Debtor shall not be discharged or impaired by confirmation or consummation of the

Amended Plan and shall be assumed by the Reorganized Debtor. For the avoidance of doubt, nothing in Section 9.7 of the Amended Plan or in this Order shall have any effect on or in any way discharge or reduce, in whole or in part, any obligation of any other Person, including any provider of director and officer insurance, owed to or for the benefit of such past and present directors, officers, agents, employees and representatives of the Debtor.

73. Distributions under the Amended Plan. The provisions of Article VII of the Amended Plan, including, without limitation, the provisions governing distributions, are fair and reasonable and are approved in their entirety. The timing of distributions required under the Amended Plan or this Order shall be made in accordance with and as set forth in the Amended Plan or this Order, as applicable.

74. Resolution of Claims. The Debtor and Reorganized Debtor are authorized, consistent with the terms of the Amended Plan and this Order, to pay or otherwise resolve Claims and this Court shall, except as otherwise provided in the Amended Plan or this Order, retain jurisdiction to resolve, at the request of the Debtor or Reorganized Debtor, any such Claims that the Debtor or Reorganized Debtor is unable to resolve consensually with the Holders thereof.

75. Release, Exculpation, Discharge, and Injunction Provisions. The release, exculpation, discharge, injunction, and related provisions set forth in Article IX of the Amended Plan are approved and authorized in their entirety, and such provisions are effective and binding on all Persons and Entities to the extent provided therein.

76. Discharge and Injunction. The provisions of Section 9.2 of the Amended Plan are approved and authorized, and such provisions are effective and binding on all Entities to the extent provided therein. Without limiting the foregoing and except as otherwise provided in the

Amended Plan or in this Order, including with respect to any Claims that are Reinstated under the Amended Plan, all consideration distributed under the Amended Plan shall be in exchange for all Claims and Interests of any nature whatsoever, whether known or unknown, against the Debtor or its Estate, assets, properties or interest in property, and shall constitute a complete satisfaction and settlement of all Claims and Interests other than Reinstated Claims, in each case regardless of whether any property shall have been distributed or retained pursuant to the Amended Plan on account of such Claims and Interests. On the Effective Date, except for Reinstated Claims, the Debtor hereby is and shall be deemed discharged and released under section 1141(d)(l)(A) of the Bankruptcy Code from any and all Claims and Interests, including, but not limited to, demands and liabilities that arose before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, Section 510(b) Claims, General Unsecured Claims, and Interests in the Debtor.

77. As of the Effective Date, except as otherwise expressly provided in the Amended Plan or this Order, all Entities (other than holders of Reinstated Claims solely in their capacities as such) are precluded from asserting against the Debtor or the Reorganized Debtor and their respective assets and property or the Estate, any other or further Claims (other than those Reinstated under the Amended Plan) or Interests, or any other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities of any nature whatsoever, relating to the Debtor or Reorganized Debtor or any of their respective assets and property or the Estate, based upon any act, omission, transaction or other activity of any nature that occurred prior to the Effective Date. In accordance with the foregoing, except as expressly provided in the Amended Plan or this Order, this Order constitutes a judicial determination, as of the Effective Date, of the discharge of all non-Reinstated Claims or other obligations, suits, judgments, damages, debts,

rights, remedies, causes of action or liabilities, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void and extinguish any judgment obtained against the Debtor, the Reorganized Debtor, or its respective assets, property and Estate at any time, to the extent such judgment is related to a discharged Claim, debt, liability or Interest. Except as otherwise specifically provided in the Amended Plan or this Order, all Persons or Entities who have held, hold or may hold Claims or Interests that arose prior to the Effective Date and all other parties-in-interest, along with their respective present or former employees, agents, officers, directors, principals, representatives and Affiliates, are hereby permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including a Section 510(b) Claim) against or Interest in the Reorganized Debtor or property of the Reorganized Debtor, other than to enforce any right to a distribution pursuant to the Amended Plan, (ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Reorganized Debtor or property of the Reorganized Debtor, other than to enforce any right to a distribution pursuant to the Amended Plan, (iii) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Reorganized Debtor or against the property or interests in property of the Reorganized Debtor, other than to enforce any right to a distribution pursuant to the Amended Plan or (iv) asserting any right of setoff or subrogation of any kind against any obligation due from the Reorganized Debtor or against the property or interests in property of the Reorganized Debtor, with respect to any such Claim or Interest. This injunction extends to any successors or assignees of the Reorganized Debtor and their respective properties and interest in properties. For the avoidance of doubt, the provisions of this paragraph shall not apply with respect to Claims that are Reinstated under the Amended

Plan, including, without limitation, the Credit Facility Claims (if the Closing of the Alternative Transaction does not occur) and the Intercompany Note Claim, as applicable.

78. Releases by the Debtor. The provisions of Section 9.3 of the Amended Plan are approved and authorized, and such provisions are effective and binding on all Entities to the extent provided therein.

79. Releases by Certain Holders of Claims or Interests. The provisions of Section 9.4 of the Amended Plan are approved and authorized, and such provisions are effective and binding on all Entities to the extent provided therein.

80. Exculpations. The provisions of Section 9.5 of the Amended Plan are approved and authorized, and such provisions are effective and binding on all Entities to the extent provided therein. Any of the Exculpated Parties shall be entitled to rely, in all respects, upon the reasonable and informed advice of counsel with respect to their duties and responsibilities under the Amended Plan.

81. Injunctions Related to Exculpations and Releases. The provisions of Section 9.6 of the Amended Plan are approved and authorized, and such provisions are effective and binding on all Entities to the extent provided therein. Without limiting the foregoing and except as otherwise provided in the Amended Plan or in this Order, as of the Effective Date, all Persons and Entities that hold, have held, or may hold a Claim or any other obligation, suit, judgment, damages, debt, right, remedy, Cause of Action or liability of any nature whatsoever, of the types described in Section 9.5 of the Amended Plan and relating to the Debtor, the Reorganized Debtor or any of their respective assets and property and/or the Estate, hereby are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Exculpated Party or its property on account of

such released liabilities, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged under Section 9.2 of the Amended Plan; and/or (v) commencing or continuing in any manner any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Amended Plan or this Order.

82. Without limiting the foregoing paragraph and except as otherwise provided in the Amended Plan or in this Order, as of the Effective Date, all Persons and Entities that hold, have held, or may hold a Claim or any other obligation, suit, judgment, damages, debt, right, remedy, Cause of Action or liability of any nature whatsoever, of the types described in Section 9.4 of the Amended Plan and relating to the Debtor, the Reorganized Debtor or any of their respective assets and property and/or the Estate, the Chapter 11 Case, the Amended Plan, the Plan Supplement and/or the Amended Disclosure Statement hereby are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Released Party or its property on account of such released liabilities, whether directly or indirectly, derivatively or otherwise, on account of or based on the

subject matter of such discharged Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged under Section 9.2 of the Amended Plan; and/or (v) commencing or continuing in any manner any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Amended Plan or this Order.

83. Receivership Complaint. The Receivership Complaint shall be deemed, and hereby is, dismissed with prejudice as of the Effective Date. QCP, with the reasonable cooperation of the Debtor, is directed to cause the Receivership Complaint to be withdrawn from the relevant court docket as soon as practicable after the Effective Date.

84. Pension Plan Not Affected. Non-debtor Heartland Employment Services, LLC ("HES") sponsors the Health Care and Retirement Corporation Union Employees' Pension Plan (the "Pension Plan"), a defined benefit pension plan subject to the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001-1461 ("ERISA"). Upon the Effective Date, the Reorganized Debtor shall continue to have joint and several liability for the Pension Plan as a member of HES's controlled group under 29 U.S.C. § 1362 and 29 CFR § 4001.3. In the event that the Pension Plan terminates after the Effective Date, the Reorganized Debtor and each of its

controlled group members will be responsible for the liabilities imposed by Title IV of ERISA. Nothing in the Amended Plan or this Order shall be construed as (a) discharging or releasing the Debtor, its successors, including the Reorganized Debtor, or any party, in any capacity, from any liability imposed under any law or regulatory provisions with respect to the Pension Plan or Pension Benefit Guaranty Corporation ("PBGC") or (b) enjoining the Pension Plan or PBGC from enforcing such liability under applicable law. Notwithstanding any provision of the Amended Plan, this Order, or the Bankruptcy Code (including section 1141 thereof) to the contrary, nothing in the Amended Plan, this Order, or the Bankruptcy Code will relieve, release, discharge, or exculpate the Debtor, the Reorganized Debtor, or any party in any capacity from any liability or responsibility with respect to the Pension Plan under any law, governmental policy, or regulatory provision. PBGC and the Pension Plan shall not be enjoined or precluded from enforcing such liability or responsibility by any of the provisions of the Amended Plan, this Order, or the Bankruptcy Code.

85. HCP Securities Litigation. Notwithstanding anything to the contrary in the Amended Plan or this Order and for the avoidance of doubt, (a) none of the Claims asserted as of the Petition Date against the Debtor in the putative class action styled as *Boynton Beach Firefighters' Pension Fund v. HCP, Inc., et al.*, Case No. 3:16-cv-01106-JJH (the "HCP Securities Litigation") pending in the United States District Court for the Northern District of Ohio (the "Ohio District Court") are or shall be classified in Class 7 under the Amended Plan or subject to subordination pursuant to section 510(b) of the Bankruptcy Code or otherwise; (b) the HCP Securities Litigation will continue to be litigated through final resolution or settlement (including any appeals) in the Ohio District Court (or other Article III court of competent jurisdiction as may be determined by the Ohio District Court) against all defendants named or to

be named therein, and any judgment against or settlement with the Debtor in respect of Claims asserted as of the Petition Date against the Debtor in the HCP Securities Litigation shall be treated as a Class 5 General Unsecured Claim unimpaired under the Amended Plan; (c) nothing in the Amended Plan or this Order shall constitute a finding as to whether or not any additional Claims against the Debtor or the Reorganized Debtor arising out of or related to the HCP Securities Litigation are or shall be subject to subordination pursuant to section 510(b) of the Bankruptcy Code or otherwise; and (d) all parties to the HCP Securities Litigation reserve all rights, arguments, counterarguments, and defenses with respect to the subject matter of such litigation.

86. Notwithstanding anything to the contrary in the Amended Plan or this Order, nothing herein or therein does, shall, or may be construed to release, enjoin, or otherwise adversely impact the Claims asserted against any non-Debtor defendants, solely with respect to such non-Debtor defendants, now or in the future, in the HCP Securities Litigation.

87. Neither the Amended Plan nor this Order relieves the Debtor, the Reorganized Debtor, or any applicable transferee or custodian of any obligation in the HCP Securities Litigation to preserve documents and materials, including books, records, documents, files, electronic data (in whatever format, including native format) (the "Books and Records") in accordance with applicable law or orders of the Ohio District Court, including but not limited to the Private Securities Litigation Reform Act. The Debtor, the Reorganized Debtor, and any applicable transferee or custodian shall continue to preserve the Books and Records in accordance with applicable law or orders of the Ohio District Court, including but not limited to the Private Securities Litigation Reform Act, until the final resolution or settlement of the HCP Securities Litigation.

88. Westchester Fire Insurance Co. Notwithstanding any provision in the Amended Plan, this Order or the related Plan Documents to the contrary, any and all indemnity agreement(s) between the Debtor and Westchester Fire Insurance Company ("Surety") shall be assumed on the Effective Date in accordance with Article VI of the Amended Plan. No provision of the Amended Plan, this Order or the related Plan Documents shall release any claims, liens or other rights or interests of Surety with respect to any of the Surety's collateral (including, but not limited to, any prepetition or post-petition letter(s) of credit or cash), whether pursuant to agreement(s), applicable law or otherwise, or any rights to set-off or recoupment. In addition, neither the Amended Plan, nor this Order nor the related Plan Documents shall serve as a release by Surety of any claims against the Released Parties, including, without limitation, the Debtor's affiliates. Further, to the extent that Surety pays any claim of any obligee or beneficiary of a bond issued by the Surety on behalf of the Debtor and/or its affiliates, and the Surety subrogates to the rights of such obligee or beneficiary, the Surety's subrogation claim shall not be disallowed or affected pursuant to any provision of the Amended Plan, this Order or the related Plan Documents, and all of the claims, liens, rights and security interests, if any, including any set-off or recoupment rights of any party to which Surety is or may in the future be subrogated, shall survive with equal force as the liens, rights and/or claims of Surety referenced above. Nothing in Section 7.10 of the Amended Plan shall create any obligation for Surety to (a) satisfy any claim of Surety, or any claim against the Debtor to which Surety is subrogated, from Surety's collateral or the proceeds thereof, if any (including, but not limited to, any prepetition or post-petition letter(s) of credit or cash), or (b) repay or return Surety's collateral to the Debtor.

89. Specified Insurance Contracts. Notwithstanding anything to the contrary in the Amended Disclosure Statement, the Amended Plan, the Plan Documents, the Plan Supplement,

this Order, any other document related to any of the foregoing, or any other order of this Court (including any provision that purports to preempt or supersede this Order or grants an injunction or release, including, but not limited to, those set forth in Article IX of the Amended Plan): (i) on the Effective Date, the Reorganized Debtor shall be deemed to have assumed all of the Debtor's insurance policies and agreements, as amended or modified, entered into with the affiliates of American International Group, Inc. (such policies and agreements, collectively, the "Specified Insurance Contracts") pursuant to section 365(a) of the Bankruptcy Code, and entry of this Order will constitute the Court's approval of the Reorganized Debtor's foregoing assumption of the Specified Insurance Contracts; (ii) nothing in the Amended Disclosure Statement, the Amended Plan, the Plan Documents, the Plan Supplement or this Order alters, modifies or otherwise amends the terms and conditions of (or the coverage provided by) any of the Specified Insurance Contracts or releases or discharges any security interest and/or liens that insurers and third party administrators may have on any collateral and/or security relating to the Specified Insurance Contracts, except that, as of the Effective Date, the Reorganized Debtor shall become and remain liable for any of the Debtor's obligations and liabilities thereunder arising before the Effective Date; (iii) the rights and obligations of the Debtor or the Reorganized Debtor, as applicable, under the Specified Insurance Contracts shall remain fully enforceable on and after the Effective Date; (iv) nothing in the Amended Disclosure Statement, the Amended Plan, the Plan Documents, the Plan Supplement, or this Order alters or modifies the duty, if any, that the insurers and/or third party administrators have to pay claims covered by the Specified Insurance Contracts and their right to seek payment or reimbursement from the Debtor (or after the Effective Date, the Reorganized Debtor) or draw on any collateral or security therefor in accordance with the terms of the Specified Insurance Contracts; (v) insurers and third party

administrators (x) need not file or serve any request, application, claim, proof of claim or motion for payment of any Claim arising from relating to the Specified Insurance Contracts other than a dispute of cure amounts if insurers or third party administrators assert such amounts must be paid to assume the Specified Insurance Contracts, and (y) shall not be subject to any bar date or similar deadline governing Claims other than for cure amounts, if any, which shall be determined by the Court or through mutual agreement by the parties to the Specified Insurance Contracts prior to the Effective Date; and (vi) the Claims of insurers and/or third party administrators arising before the Effective Date under the Specified Insurance Contracts shall be (x) paid in full in the ordinary course by the Debtor (or, after the Effective Date, the Reorganized Debtor) in accordance with applicable law or on terms agreed to between the insurers and/or third party administrators and the Debtor or Reorganized Debtor, or in accordance with the terms and conditions of the particular transaction giving rise to such Claim or (y) otherwise satisfied or disposed of as determined per the terms of the Specified Insurance Contracts, and shall not be released or discharged by the Amended Plan or this Order.

90. Continuation of Automatic Stay. Except as otherwise expressly provided in the Amended Plan, this Order or a separate Order of this Court, all injunctions or stays provided for in the Chapter 11 Case under section 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect through and including the Effective Date.

91. Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930 ("Quarterly Fees") due and payable prior to the Effective Date shall be paid by the Debtor on the Effective Date. After the Effective Date, the Reorganized Debtor will be liable for any and all Quarterly Fees when they are due and payable after the Effective Date. The Reorganized Debtor

shall remain obligated to pay Quarterly Fees to the Office of the United States Trustee until the earliest of the Debtor's case being closed, dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

92. Effectuating Documents and Further Transactions. Each of the Debtor and the Reorganized Debtor is hereby authorized to execute, deliver, file or record such contracts, instruments, certificates, notes, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Amended Plan, the Alternative Plan Sponsor Agreement or the Original Plan Sponsor Agreement (as amended by the Amendment to Original Plan Sponsor Agreement), as applicable, and the New Common Stock issued under or in connection with the Amended Plan.

93. Vacatur of Confirmation Order. If this Order is vacated, (a) the Amended Plan shall be null and void in all respects, (b) any settlement of Claims or Interests provided for hereby shall be null and void without further order of this Court, and (c) the Debtor shall be entitled, at any time before or after the entry of the order vacating this Order, to request appropriate relief from this Court with respect to the treatment of Executory Contracts.

94. Retention of Jurisdiction. Notwithstanding the entry of this Order, the occurrence of the Effective Date, or the closing of the Chapter 11 Case, and without limiting any other retention of jurisdiction set forth in this Order, pursuant to sections 105 and 1142 of the Bankruptcy Code, this Court, except as otherwise explicitly provided in the Amended Plan or this Order, shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Case to the fullest extent permitted by law, including, but not limited to, jurisdiction over the matters set forth in Article X of the Amended Plan. Notwithstanding anything to the contrary in

the Amended Plan or this Order, after the Effective Date, this Court will not retain jurisdiction over disputes concerning documents contained in the Plan Supplement or in respect of the Credit Facility or Intercompany Note that have a jurisdictional, forum selection or dispute resolution clause that refers disputes to a different court, including, for the avoidance of doubt, the Alternative Master Lease or the Original Master Lease (as applicable), and any disputes concerning documents contained in the Plan Supplement that contain such clauses shall be governed in accordance with the provisions of such documents.

95. Post-Confirmation Modifications. Subject to the limitations set forth in the Amended Plan, and subject to the terms of the Alternative Plan Sponsor Agreement, the Original Plan Sponsor Agreement and the Amendment to Original Plan Sponsor Agreement, after entry of this Order but prior to the substantial consummation of the Amended Plan the Debtor may alter, amend or modify the Amended Plan or the Exhibits, in accordance with Bankruptcy Code section 1127(b). Notwithstanding the foregoing, subject to the terms of the Alternative Plan Sponsor Agreement, the Original Plan Sponsor Agreement, the Amendment to Original Plan Sponsor Agreement and the Credit Facility, the Debtor is authorized to make appropriate technical adjustments, remedy any defect or omission, or reconcile any inconsistencies in the Amended Plan, the documents included in the Plan Supplement, any and all exhibits to the Amended Plan, and this Order.

96. Governmental Approvals Not Required. Except for the Governmental Approvals (as defined in the Alternative Plan Sponsor Agreement and the Original Plan Sponsor Agreement (as amended by the Amendment to Original Plan Sponsor Agreement)), this Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to the implementation or consummation of

the Amended Plan and any documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Amended Plan, the Amended Disclosure Statement and any documents, instruments or agreements, and any amendments or modifications thereto.

97. Waiver of Filings and Section 341 Meeting. Consistent with the Original Confirmation Order, any requirement under section 521 of the Bankruptcy Code or Bankruptcy Rule 1007 obligating the Debtor to file any list, schedule, or statement with this Court or the Office of the United States Trustee (except for monthly operating reports or any other post-confirmation reporting obligation to the United States Trustee), including, without limitation, any requirement that the Debtor file a statement of financial affairs and schedules of assets and liabilities, is waived as to any such list, schedule, or statement not filed as of the entry of this Order. Additionally, the requirement that the United States Trustee convene a meeting of creditors pursuant to section 341(a) of the Bankruptcy Code is waived.

98. Notices of Entry of Confirmation Order and Occurrence of the Effective Date. Pursuant to Rules 2002 and 3020(c) of the Bankruptcy Rules, as soon as reasonably practicable after the entry of this Order, the Debtor shall serve notice of entry of this Order, and as soon as reasonably practicable after the Effective Date, the Debtor shall serve notice of the occurrence of the Effective Date, in substantially in the forms annexed hereto as Exhibits B and C, respectively, in each case, on the United States Trustee and other parties in interest, including, without limitation, creditors, equity interest holders, and any party subject to the injunction provisions in Article IX of the Amended Plan. Such notices are approved and shall be deemed good and sufficient notice of entry of this Order and the effectiveness of the Amended Plan.

99. Incorporation by Reference. The failure to specifically include any particular provision of the Amended Plan or document included in the Plan Supplement in this Order will not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of this Court that the Amended Plan, including the Plan Supplement, the Alternative Plan Sponsor Agreement, the Original Plan Sponsor Agreement and the Amendment to Original Plan Sponsor Agreement, is confirmed in its entirety. Each term and provision of the Amended Plan is valid and enforceable pursuant to its terms. The terms of the Amended Plan are incorporated by reference into and are an integral part of this Order.

100. Confirmation Order Controlling. If there is any inconsistency between the Amended Plan and this Order, the terms of this Order shall control solely to the extent of the inconsistency. For the avoidance of doubt, the terms of this Order preceded by "without limiting the foregoing" shall not be construed as being inconsistent with the applicable foregoing terms.

101. Applicable Non-Bankruptcy Law. Pursuant to sections 1123(a) and 1142(a) of the Bankruptcy Code, the provisions of this Order, the Amended Plan and any related documents, or any amendments or modifications thereto, shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

102. Effectiveness of Order. Notwithstanding Bankruptcy Rules 3020(e) and 6004(h), or any other provision of the Bankruptcy Code or the Bankruptcy Rules, this Order shall be effective immediately; provided that all terms of this Order that are conditioned upon, or do not become effective until, the occurrence of the Effective Date shall not be effective until the Effective Date. This Order constitutes a final order and the period in which an appeal must be filed shall commence upon entry hereof.

103. Substantial Consummation. Substantial consummation of the Amended Plan under section 1101(2) of the Bankruptcy Code shall be deemed to occur on the Effective Date.

104. The Record. The record of the Confirmation Hearing is closed.

Dated: Wilmington, Delaware
June 21, 2018

KEVIN GROSS
UNITED STATES BANKRUPTCY JUDGE