

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:	Bankruptcy. No. 24-21217-CMB
SOUTH HILLS OPERATIONS, LLC, <i>et al.</i> , ¹	Chapter 11 Related to Doc. Nos. 1473, 1565 (Jointly Administrated)
Debtors.	

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) APPROVING THE COMBINED PLAN AND DISCLOSURE STATEMENT OF LIQUIDATION OF SOUTH HILLS OPERATIONS, LLC ET AL UNDER CHAPTER 11 OF THE BANKRUPTCY CODE ON A FINAL BASIS, AND (II) CONFIRMING THE COMBINED PLAN AND DISCLOSURE STATEMENT OF LIQUIDATION OF SOUTH HILLS OPERATIONS, LLC ET AL UNDER CHAPTER 11 OF THE BANKRUPTCY CODE

THIS MATTER came before the Court for hearing on August 18, 2025 (the “Confirmation Hearing”), to consider confirmation of the Official Committee of Unsecured Creditors’ (“Committee” or “Plan Proponent”) *Combined Plan and Disclosure Statement of Liquidation of South Hills Operations, LLC et al. dated June 13, 2025* [Dkt. No. 1473], as supplemented by the *Plan Supplement*, notice of which was served on July 25, 2025 [Dkt. No. 1517] (as so supplemented, the “Plan”). The Court, having considered: (i) the Plan [Dkt. Nos. 1473 and 1517], (ii) any evidence presented at the Confirmation Hearing, (iii) the statements and representations of counsel made at the Confirmation Hearing; and (vi) the record before the Court,

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: South Hills Operations, LLC (5527); Monroeville Operations, LLC (3280); Mt. Lebanon Operations, LLC (1133); Murrysburg Operations, LLC (9149); Cheswick Rehabilitation and Wellness Center, LLC (9561); 3876 Saxonburg Boulevard Propco, LLC (3618); North Strabane Rehabilitation and Wellness Center, LLC (1677); 100 Tandem Village Road Propco, LLC (1918); Maybrook-C Briarcliff Opco, LLC (5187); Maybrook-C Briarcliff Propco, LLC (1823); Maybrook-C Evergreen Opco, LLC (5388); Maybrook-C Evergreen Propco, LLC (2000); Maybrook-C Kade Opco, LLC (4033); Maybrook-C Kade Propco, LLC (2097); Maybrook-C Latrobe Opco, LLC (4148); Maybrook-C Latrobe Propco, LLC (2178); Maybrook-C Overlook Opco, LLC (7081); Maybrook-C Overlook Propco, LLC (6804); Maybrook-C Silver Oaks Opco, LLC (7146); Maybrook-C Silver Oaks Propco, LLC (9654); Maybrook-C Whitecliff Opco, LLC (6211); Maybrook-C Whitecliff Propco, LLC (4835). The Debtors’ address is 485 Lexington Avenue, 10th Floor, New York, NY 10017.

IT IS HEREBY FOUND AND DETERMINED THAT:

A. **Findings of Fact and Conclusions of Law.** The findings of fact and the conclusions of law set forth in this Confirmation Order and on the record of the Combined Hearing (which are incorporated into this Confirmation Order by this reference) constitute the Court's findings of fact and conclusions of law in accordance with Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. Each finding of fact set forth or incorporated in this Confirmation Order, to the extent it is or may be deemed a conclusion of law, also shall constitute a conclusion of law. Each conclusion of law set forth or incorporated in this Confirmation Order, to the extent it is or may be deemed a finding of fact, also shall constitute a findings of fact.

B. **Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a)).** The Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Approval of the Disclosure Statement and confirmation of the Combined Plan and Disclosure Statement are core proceedings pursuant to 28 U.S.C. § 157(b), and the Court has jurisdiction to enter a Final Order determining that the Disclosure Statement and Combined Plan and Disclosure Statement comply with the applicable provisions of the Bankruptcy Code and should be approved and confirmed, respectfully. Venue is proper before the Court pursuant to 28 U.S.C. § 1408.

C. **Eligibility for Relief.** The Debtors are entities eligible for relief under section 109 of the Bankruptcy Code.

D. **Commencement and Joint Administration of the Chapter 11 Cases.** On the Petition Date, the Debtors commenced the Chapter 11 Cases. On May 17, 2024, the Court entered the *Order Directing Joint Administration of Chapter 11 Cases* [Dkt. No. 68] authorizing the joint administration and procedural consolidation of the Chapter 11 Cases in accordance with

Bankruptcy Rule 1015(b). Since the Petition Date, the Debtors have operated their businesses as debtors in possession pursuant to sections 1107 (a) and 1108 of the Bankruptcy Code. No request for the appointment of a trustee or examiner has been made in the Chapter 11 Cases.

E. **Committee Appointment.** On May 30, 2024, the Office of the United States Trustee for Region 3 (the “U.S. Trustee”) appointed the Committee [Dkt. No. 148].

F. **Judicial Notice.** The Court takes judicial notice of the dockets in the Chapter 11 Cases maintained by the Clerk of the Bankruptcy Court, including all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases.

G. **Conditional Approval and Procedures Order.** The Plan Proponent has complied with the Conditional Approval and Procedures Order, including the solicitation process, in all respect. *See generally* Voting Certification; *See* Confirmation Brief.

H. **Adequacy of the Disclosure Statement.** The Disclosure Statement provided holders of Claims entitled to vote on the Combined Plan and Disclosure Statement with adequate information to make an informed decision as to whether to vote to accept or reject the Combined Plan and Disclosure Statement in accordance with section 1125(a)(1) of the Bankruptcy Code.

I. **Solicitation and Notice.** The Combined Plan and Disclosure Statement, the Conditional Approval and Procedures Order, the Combined Hearing Notice, the Plan Supplement, a Ballot, and the other materials distributed by the Plan Proponent in connection with confirmation of the Combined Plan and Disclosure Statement (collectively, the “Confirmation Materials”) were transmitted and served in compliance with (i) the Bankruptcy Rules, including Bankruptcy Rules 3017 and 3018, (ii) the Local Bankruptcy Rules of the United States Bankruptcy Court for the Western District of Pennsylvania (the “Local Rules”), and (iii)

the procedures set forth in the Conditional Approval and Procedures Order. Notice of the Combined Hearing was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases. Because such transmittal and service were adequate and sufficient, no other or further notice is necessary or shall be required. The Combined Plan and Disclosure Statement, the Combined Hearing Notice, and the form of Ballot provided holders of Claims and Interests and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Section 17 of the Combined Plan and Disclosure Statement in satisfaction of the requirements of Bankruptcy Rule 3016(c). Notice of the Combined Hearing was adequate pursuant to Bankruptcy Rules 2002 and 3020. The period during which the Plan Proponent solicited acceptances to the Combined Plan and Disclosure Statement is a reasonable and adequate period of time for holders of Claims in the Voting Classes to have made an informed decision to accept or reject the Combined Plan and Disclosure Statement.

J. **Voting.** On August 14, 2025, the Plan Proponent filed the Voting Certification with the Court. As evidenced by the Voting Certification, votes to accept or reject the Combined Plan and Disclosure Statement have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, the Solicitation Procedures, and the Local Rules.

K. **Bankruptcy Rule 3016.** The Combined Plan and Disclosure Statement complies with the Bankruptcy Rule 3016.

L. **Burden of Proof.** The Plan Proponent has met its burden of proving the applicable elements of section 1129(a) and 1129(b) of the Bankruptcy Code by a preponderance of the evidence, which is the applicable evidentiary standard for confirmation of the Combined Plan and Disclosure Statement.

M. **Plan Supplement.** The service and notice of the Plan Supplement were proper and in accordance with the Combined Plan and Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, and the Conditional Approval and Procedures Order, and no other or further notice is or shall be required. The documents contained in the Plan Supplement are integral to, part of, and incorporated by reference into the Combined Plan and Disclosure Statement.

N. **Modifications to the Combined Plan and Disclosure Statement.** Pursuant to section 1127 of the Bankruptcy Code, any modifications to the Combined Plan and Disclosure Statement since the commencement of solicitation described or set forth herein constitute technical changes or changes with respect to particular Claims made pursuant to the agreement of the holders of such Claims and do not materially or adversely affect or change the treatment of any other Claims or Interests. Pursuant to Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the resolicitation of votes under section 1126 of the Bankruptcy Code, nor do they require that the holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Combined Plan and Disclosure Statement.

O. **Objections.** To the extent that any objections, reservations of rights, statements, or joinders to confirmation have not been resolved, withdrawn, waived, or settled prior to entry of this Confirmation Order or otherwise resolved herein or as stated on the record of the Combined Hearing, they are hereby overruled on the merits based on the record before the Court.

P. **Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)).** The Combined Plan and Disclosure Statement complies with the applicable provisions of the Bankruptcy Code, thereby satisfying section 1129(a)(1) of the Bankruptcy Code. Pursuant to sections 1122(a) and 1123(a)(1) of the Bankruptcy Code, Section 9 of the Combined Plan and

Disclosure Statement provides for the classification of Claims and Interests into eight (8) separate Classes based on differences in the legal nature or priority of such Claims and Interests (other than Administrative Expense Claims, which are addressed in Section 8 of the Combined Plan and Disclosure Statement and which are not required to be designated as separate Classes pursuant to section 1123(a)(1) of the Bankruptcy Code). In particular, the Combined Plan and Disclosure Statement complies with the requirements of sections 1122 and 1123 of the Bankruptcy Code as follows:

1. Proper Classification (11 U.S.C. § 1122). In accordance with section 1122(a) of the Bankruptcy Code, Section 9 of the Combined Plan and Disclosure Statement classifies each Claim against, and Interest in, the Debtors into a Class containing only substantially similar Claims or Interests.

2. Proper Classification (11 U.S.C. § 1123)(a)(1)). In accordance with section 1123(a)(1), Section 9 of the Combined Plan and Disclosure Statement properly classifies all Claims and Interests that require classification. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Combined Plan and Disclosure Statement, and such Classes do not unfairly discriminate among holders of Claims and Interests. Thus, the Combined Plan and Disclosure Statement satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

3. Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). In accordance with section 1123(a)(2) of the Bankruptcy Code, Section 10 of the Combined Plan and Disclosure Statement properly specifies that Class 2B (Maybrook DIP Lender) and Class 3B (Consulate Prepetition Lender) are Unimpaired by the Combined Plan and Disclosure Statement.

4. Specified Impaired Classes (11 U.S.C. § 1123(a)(3)). In accordance with section 1123(a)(2) of the Bankruptcy Code, Section 10 of the Combined Plan and Disclosure Statement properly identifies Class 1 (Priority Tax Claims), Class 2A (Cuarzo DIP Lender), Class 3A (Maybrook Prepetition Lender), Class 4 (Secured Claims of Prepetition Cuarzo Lenders), Class 5(a) (General Unsecured Claims), Class 5(b) (CIBC Unsecured Deficiency Claims), Class 5(c) Cuarzo (Unsecured Deficiency Claims), Class 6 (Intercompany Claims), Class 7 (Insider Claims), and Class 8 (Interests) as Impaired by the Combined Plan and Disclosure Statement.

5. No Discrimination (11 U.S.C. § 1123(a)(4)). In accordance with section 1123(a)(4) of the Bankruptcy Code, the Combined Plan and Disclosure Statement provides the same treatment for each Claim or Interest within a particular Class unless the holder of such Claim or Interest has agreed to a less favorable treatment.

6. Implementation of the Plan (11 U.S.C. § 1123(a)(5)). In accordance with section 1123(a)(5) of the Bankruptcy Code, Section 14 of the Combined Plan and Disclosure Statement provides in detail adequate and proper means for its implementation, by providing for, among other things, the appointment of the Liquidating Trustee, the creation of the Liquidating Trust, and the vesting of Liquidating Trust Assets and distribution of the Liquidation Proceeds to holders of Allowed Claims in accordance with the provisions of the Combined Plan and Disclosure Statement.

7. Issuance of Nonvoting Equity Securities (11 U.S.C. § 1123(a)(6)). The Combined Plan and Disclosure Statement is a liquidating plan and does not provide for issuance of equity or other securities, and, thus, section 1123(a)(6) of the Bankruptcy Code is inapplicable.

8. Selection of Offices, Directors, or Trustees (11 U.S.C. § 1123(a)(7)). In accordance with section 1123(a)(7) of the Bankruptcy Code, the Plan Supplement provides that Robert S. Bernstein is intended to serve as the Liquidating Trustee. Thus, directors and officers of the Debtors are deemed to have resigned as of the Effective Date and the Liquidating Trustee shall be the sole representative of, and shall act for, the Debtors except that, notwithstanding anything to the contrary in the Plan or the Liquidating Trust Agreement, the Liquidating Trustee shall not be obligated to file any tax returns or act on behalf of the Debtors with respect to thereto.

9. Discretionary Contents of the Plan (11 U.S.C. § 1123(b)). In accordance with section 1123(b) of the Bankruptcy Code, the Combined Plan and Disclosure Statement's provisions are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code.

Q. Plan Proponent's Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Plan Proponent has complied with all applicable provisions of the Bankruptcy Code as required by section 1129(a)(2) of the Bankruptcy Code, including sections 1122, 1123, 1124, 1125, 1126, 1127, and 1128 of the Bankruptcy Code and Bankruptcy Rules 3016(a), 3017, and 3018, and all other applicable rules, laws, and regulations with respect to the Combined Plan and Disclosure Statement and the solicitation of acceptances thereof. Acceptances/votes in favor of or rejections of/votes against the Combined Plan and Disclosure Statement were solicited in good faith and in compliance with the requirements of sections 1125 and 1126 of the Bankruptcy Code, and in particular:

1. Section 1126(c). The Combined Plan and Disclosure Statement was voted on by holders of Claims in Class 3A (Maybrook Prepetition Lender), Class 5(a)

(General Unsecured Claims), and Class 5(b) (CIBC Unsecured Deficiency Claims) who were entitled to vote pursuant to the Bankruptcy Code, the Bankruptcy Rules, and the Conditional Approval and Procedures Order. Prior to filing the Voting Certification, Plan Proponent made a final determination of, and tabulation with respect to, all acceptances/votes in favor of and rejections of/votes against the Combined Plan and Disclosure Statement by holders of Claims in Class 3A (Maybrook Prepetition Lender), Class 5(a) General Unsecured Claims, and Class 5(b) (CIBC Unsecured Deficiency Claims). *See* Voting Certification. As reflected in the Voting Certification, the holders of Claims in Class 3A (Maybrook Prepetition Lender), Class 5(a) (General Unsecured Claims), and Class 5(b) (CIBC Unsecured Deficiency Claims) voted to accept the Combined Plan and Disclosure Statement by at least two-thirds in amount and a majority in number of the Claims in such Class actually voting. *See* Voting Certification.

2. Section 1126(f). Class 2B (Maybrook DIP Lender) and Class 3B (Consulate Prepetition Lender) are Unimpaired by the Combined Plan and Disclosure Statement and, therefore, holders of Claims in such Classes are conclusively presumed to have accepted/voted in favor of the Combined Plan and Disclosure Statement pursuant to section 1126(f) of the Bankruptcy Code.
3. Section 1126(g). Class 6 (Intercompany Claims), Class 7 (Insider Claims), and Class 8 (Interests) are not entitled to a recovery under the Combined Plan and Disclosure Statement and, therefore, holders of Interests are conclusively deemed to have rejected/voted against the Combined Plan and Disclosure

Statement pursuant to section 1126(g) of the Bankruptcy Code.

R. **Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)).** The Plan Proponent proposed the Combined Plan and Disclosure Statement in good faith and not by any means forbidden by law, and this Confirmation Order was not procured by fraud. The Plan Proponent's good faith is evident from the facts and record of the Chapter 11 Cases, the Disclosure Statement, and the record of the Combined Hearing and other proceedings held in the Chapter 11 Cases. The Combined Plan and Disclosure Statement was proposed with the legitimate and honest purpose of maximizing the value of the Estates. Accordingly, the requirements of section 1129(a)(3) of the Bankruptcy Code are satisfied.

S. **Payment for Services of Costs and Expenses (11 U.S.C. § 1129(a)(4)).** Any payment made or to be made by the Debtors for services, costs, or expenses in connection with the Chapter 11 Cases, or in connection with the Combined Plan and Disclosure Statement and incident to the Chapter 11 Cases, has been approved by, or is subject to the approval of, the Court as reasonable. Accordingly, the requirements of section 1129(a)(4) of the Bankruptcy Code are satisfied.

T. **Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)).** Because the Combined Plan and Disclosure Statement provides for the orderly wind-down of the Debtors and resignation of the Debtors' officers, directors, and managers, section 1129(a)(5) of the Bankruptcy Code does not apply. To the extent section 1129(a)(5) of the Bankruptcy Code applies to the Debtors after the Effective Date, the Plan Proponent has satisfied the requirements of this provision by, among other things, disclosing the identity of the Liquidating Trustee.

U. **No Rate Changes (11 U.S.C. § 1129(a)(6)).** The Combined Plan and Disclosure Statement does not provide for any changes in rates that require regulatory approval of any

governmental agency. Accordingly, the requirements of section 1129(a)(6) of the Bankruptcy Code are satisfied.

V. **Best Interests Test (11 U.S.C. § 1129(a)(7)).** The evidence proffered or adduced at or prior to the Combined Hearing, (a) is reasonable, persuasive, and credible, (b) utilize reasonable and appropriate methodologies and assumptions, (c) have not been controverted by other evidence, and (d) establish that each holder of a Claim or Interest in an Impaired Class either accepted the Combined Plan and Disclosure Statement or will receive or retain under the Combined Plan and Disclosure Statement, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date. Accordingly, the Plan Proponent has demonstrated that the Combined Plan and Disclosure Statement and confirmation thereof is in the best interests of creditors, and the requirements of section 1129(a)(7) of the Bankruptcy Code are satisfied.

W. **Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)).** Class 2B (Maybrook DIP Lender) and Class 3B (Consulate Prepetition Lender) are Unimpaired by the Combined Plan and Disclosure Statement and, therefore, holders of Claims in such Classes are conclusively presumed to have accepted the Combined Plan and Disclosure Statement under section 1126(f) of the Bankruptcy Code. As set forth in the Voting Certification, Class 3A (Maybrook Prepetition Lender), Class 5(a) (General Unsecured Claims), and Class 5(b) (CIBC Unsecured Deficiency Claims) voted to accept/in favor of the Combined Plan and Disclosure Statement in accordance with section 1126(c) of the Bankruptcy Code. *See* Voting Certification. Accordingly, the requirements of section 1129(a)(8) of the Bankruptcy Code are satisfied with respect to all Classes, except Class 6 (Intercompany Claims), Class 7 (Insider Claims), and Class 8 (Interests).

As discussed more fully below, pursuant to section 1129(b) of the Bankruptcy Code, the Combined Plan and Disclosure Statement does not discriminate unfairly, and is fair and equitable, with respect to Class 6 (Intercompany Claims), Class 7 (Insider Claims), and Class 8 (Interests).

X. Treatment of Claims Entitled to Priority Pursuant to Section 507(a) of the Bankruptcy Code (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Expense Claims, DIP Claims, Priority Tax Claims, and Priority Non-Tax Claims satisfies the requirements of sections 1129(a)(9)(A), (B), and (C) of the Bankruptcy Code.

Y. Acceptance by at Least One Impaired Class of Claims (11 U.S.C. § 1129(a)(10)). Class 3A (Maybrook Prepetition Lender), Class 5(a) (General Unsecured Claims), and Class 5(b) (CIBC Unsecured Deficiency Claims) are Classes of Impaired Claims that voted to accept/in favor of the Combined Plan and Disclosure Statement in accordance with section 1126(c) of the Bankruptcy Code, which acceptance was determined, to the Plan Proponent's knowledge, without including any acceptance of the Combined Plan and Disclosure Statement by any "insider." Accordingly, the requirements of section 1129(a)(10) of the Bankruptcy Code are satisfied.

Z. Feasibility of the Plan (11 U.S.C. § 1129(a)(11)). The Combined Plan and Disclosure Statement and all evidence proffered or adduced at the Combined Hearing regarding the feasibility of the Combined Plan and Disclosure Statement, including, without limitation, the Bernstein Declaration [Dkt. No. 1558], (a) are persuasive and credible, (b) have not been controverted by other evidence, (c) establishes that the Combined Plan and Disclosure Statement is feasible; and (d) establishes that the Liquidating Trustee will have sufficient assets available to meet its obligations under the Combined Plan and Disclosure Statement. *See* Bernstein Declaration. Accordingly, the requirements of section 1129(a)(11) of the Bankruptcy Code are

satisfied.

AA. **Payment of Bankruptcy Fees (11 U.S.C. § 1129(a)(12)).** All fees payable under 28 U.S.C. § 1930, as pro-rated to the Effective Date, have been paid or will be paid on or before the Effective Date, and thereafter as may be required until entry of a final decree pursuant to Section 20.4 of the Combined Plan and Disclosure Statement. *See* Bernstein Declaration. Accordingly, the requirements of section 1129(a)(12) of the Bankruptcy Code are satisfied.

BB. **Non-Applicability of Certain Sections (11 U.S.C. §§ 1129(a)(13), 1129(a)(14), (15), and (16)).** The Debtors do not owe retiree benefit obligations, any domestic support obligations, are not individuals, and are not nonprofit corporations. Therefore, sections 1129(a)(13), 1129(a)(14), 1129(a)(15), and 1129(a)(16) of the Bankruptcy Code do not apply to the Chapter 11 Cases.

CC. **Fair and Equitable; No Unfair Discrimination (11 U.S.C. § 1129(b)).** As set forth in paragraph W of this Confirmation Order, all necessary Classes of Claims and Interests either voted to accept/in favor of the Combined Plan and Disclosure Statement or are conclusively presumed to have accepted the Combined Plan and Disclosure Statement, except Class 6 (Intercompany Claims), Class 7 (Insider Claims), and Class 8 (Interests), which is conclusively deemed to reject the Combined Plan and Disclosure Statement. However, notwithstanding the requirements of section 1129(a)(8) of the Bankruptcy Code, the Combined Plan and Disclosure Statement does not discriminate unfairly, and is fair and equitable, with respect to Class 6 (Intercompany Claims), Class 7 (Insider Claims), and Class 8 (Interests). The Combined Plan and Disclosure Statement is fair and equitable with respect to Class 6 (Intercompany Claims), Class 7 (Insider Claims), and Class 8 (Interests) pursuant to section 1129(b)(2)(C) of the Bankruptcy Code because there is no interest that is junior to the Interests in Class 6 (Intercompany Claims),

Class 7 (Insider Claims), and Class 8 (Interests) that will receive or retain under the Combined Plan and Disclosure Statement on account of such junior interest any property. The Combined Plan and Disclosure Statement does not unfairly discriminate against Class 6 (Intercompany Claims), Class 7 (Insider Claims), and Class 8 (Interests) pursuant to section 1129(b)(2)(C) of the Bankruptcy Code because all holders of Interests will receive the same treatment, and the Plan Proponent has a valid rationale for the classification scheme. Accordingly, the requirements of section 1129(b) of the Bankruptcy Code are satisfied.

DD. **Only One Plan (11 U.S.C. § 1129(c)).** The Combined Plan and Disclosure Statement is the only plan that has been filed in the Chapter 11 Cases that has been found to satisfy the requirements of subsections (a) and (b) of section 1129 of the Bankruptcy Code. Accordingly, the requirements of section 1129(c) of the Bankruptcy Code are satisfied.

EE. **Principal Purpose of the Plan (11 U.S.C. § 1129(d)).** The principal purpose of the Combined Plan and Disclosure Statement is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act, 15 U.S.C. § 77e. Accordingly, the Combined Plan and Disclosure Statement satisfies the requirements of section 1129(d) of the Bankruptcy Code.

FF. **Not a Small Business Case (11 U.S.C. § 1129(e)).** The Chapter 11 Cases are not small business cases within the meaning of the Bankruptcy Code. Accordingly, section 1129(e) of the Bankruptcy Code is not applicable in the Chapter 11 Cases.

GG. **Satisfaction of Confirmation Requirements.** Based upon the foregoing and all other pleadings and evidence proffered or adduced at or prior to the Combined Hearing, the Combined Plan and Disclosure Statement and the Debtors satisfy the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

HH. **Binding and Enforceable.** The terms of the Combined Plan and Disclosure Statement and all documents contained in the Plan Supplement have been negotiated in good faith and at arm's length, are fair and reasonable, and, subject to the occurrence of the Effective Date, shall bind any holder of a Claim or Interest and such holder's respective successors and assigns, whether or not (i) the Claim or Interest is Impaired under the Combined Plan and Disclosure Statement, (ii) such holder has accepted the Combined Plan and Disclosure Statement, and (iii) such holder is entitled to a distribution under the Combined Plan and Disclosure Statement. The Combined Plan and Disclosure Statement and all exhibits thereto constitute legal, valid, binding, and authorized obligations of the respective parties thereto and shall be enforceable in accordance with their terms. Pursuant to section 1142(a) of the Bankruptcy Code, the Combined Plan and Disclosure Statement and all exhibits thereto shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

II. **Good Faith Solicitation (11 U.S.C. § 1125(e)).** The Plan Proponent has proposed the Combined Plan and Disclosure Statement in good faith, in compliance with the applicable provisions of the Bankruptcy Code, and with the legitimate and honest purpose of maximizing the value of the Estates for the benefit of their stakeholders. The Combined Plan and Disclosure Statement accomplishes this goal. Accordingly, the Plan Proponent and the other Exculpated Parties are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code and the exculpation provision set forth in Section 17.1 of the Combined Plan and Disclosure Statement.

JJ. **Executory Contracts and Unexpired Leases.** Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, Section 13.1 of the Combined Plan and Disclosure Statement provides that, on the Effective Date, all Executory Contracts and Unexpired Leases to which the

Debtors are a party are rejected, except for any Executory Contract or Unexpired Lease that (a) has previously been assumed or rejected pursuant to a Final Order of the Court, including but not limited to Executory Contracts and Unexpired Leases assumed by the Debtors and assigned in connection with any sale transaction, or (b) is the subject of a separate assumption or rejection motion filed by the Debtors, the Plan Proponent, or the Liquidating Trustee under section 365 of the Bankruptcy Code before the Effective Date. The Plan Proponent's determinations regarding the assumption or rejection of Executory Contracts and Unexpired Leases are necessary to the implementation of the Combined Plan and Disclosure Statement and are in the best interests of the Debtors, the Estates, holders of Claims and Interests and other parties in interest in the Chapter 11 Cases.

KK. **Exculpation.** Consistent with sections 157 and 1334(a) and (b) of title 28 of the United States Code, and sections 105(a), 1123(b)(3), and 1123(b)(6) of the Bankruptcy Code, the Court has jurisdiction and authority to approve the exculpation set forth in Section 17.1 of the Combined Plan and Disclosure Statement (the "Exculpation"). The Exculpation appropriately affords protection to those parties who constructively participated in and contributed to the Debtors' chapter 11 process consistent with their duties under the Bankruptcy Code, and it is appropriately tailored to protect the Exculpated Parties from inappropriate litigation.

LL. **Injunction.** Section 105(a) and section 1123(b)(3) and (b)(6) of the Bankruptcy Code permit issuance of the injunction provisions set forth in Section 17.2 of the Combined Plan and Disclosure Statement (the "Injunction") and are within the jurisdiction of the Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d). The Injunction is essential to the Combined Plan and Disclosure Statement and is necessary to implement the Combined Plan and Disclosure Statement and to preserve the Exculpation provisions in Section 17 of the Combined Plan and Disclosure

Statement. Such Injunction is appropriately tailored to achieve those purposes.

MM. **Preservation of Causes of Action.** In accordance with section 1123(b)(3) of the Bankruptcy Code, Section 16.3 of the Combined Plan and Disclosure Statement appropriately provides that the Liquidating Trustee shall retain and may enforce all rights to commence and pursue any and all Causes of Action, whether arising before or after the Petition Date, and the Liquidating Trustee's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. Liquidating Trustee may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Debtors and their respective Estates. The provisions regarding retained Causes of Action in the Combined Plan and Disclosure Statement are appropriate and in the best interests of the Debtors, their respective Estates, and all holders of Claims and Interests.

NN. **Disclosure: Agreements and Other Documents.** The Plan Proponent has disclosed all material facts regarding: (a) the Combined Plan and Disclosure Statement; (b) the sources and distribution of Cash under the Combined Plan and Disclosure Statement; (c) the adoption, execution, and delivery of all contracts, leases, instruments, releases, indentures, and other agreements related to any of the foregoing; (d) the various releases set forth in Section 17 of the Combined Plan and Disclosure Statement; and (e) the adoption, execution, and implementation of the other matters provided for under the Combined Plan and Disclosure Statement involving corporate action to be taken by or required of the Liquidating Trustee.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Findings of Fact and Conclusion of Law. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein.
2. Notice of Combined Hearing. Notice of the Combined Hearing complied with the

terms of the Conditional Approval and Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and was in compliance with the provisions of the Bankruptcy Code and the Bankruptcy Rules.

3. Adequate Information. The Disclosure Statement is approved on a final basis as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and any objections to the adequacy of the information contained in the Combined Plan and Disclosure Statement not otherwise consensually resolved are overruled in their entirety.

4. Solicitation. The solicitation of votes on the Combined Plan and Disclosure Statement complied with the Conditional Approval and Procedures Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and applicable non-bankruptcy law.

5. Confirmation of the Combined Plan and Disclosure Statement. The Combined Plan and Disclosure Statement, and all exhibits thereto, are approved and confirmed in all respects pursuant to section 1129 of the Bankruptcy Code. The terms of the Combined Plan and Disclosure Statement are an integral part of this Confirmation Order.

6. Objections Resolved or Overruled. All objections, responses, statements, and comments in opposition to the Combined Plan and Disclosure Statement, other than those withdrawn with prejudice, waived, or settled prior to, or on the record at, the Combined Hearing, shall be, and hereby are, overruled in their entirety.

7. Modifications to the Combined Plan and Disclosure Statement. The Combined Plan and Disclosure Statement is hereby modified to provide:

I. *Commonwealth of Pennsylvania, Department of Human Services Matters*

- a) Sections 2.2, 3.112, 8.4(b), and 10.1(b) is revised to include the following “Any assessment claim other than the defined term “Assessment Claims” shall not constitute, or be deemed to constitute, a Tax or a Priority Tax Claim until and unless, and then only to the extent (if any) that, any such assessment claim is determined to constitute a tax that is entitled to priority under section 507(a)(8) of the Bankruptcy Court in a Final Order of the Bankruptcy Court or in a written agreement between the Holder of any assessment claim and both of the Plan Proponent or the Liquidating Trustee.”
- b) Pursuant to section 14.5.3, the Pennsylvania Department of Health shall maintain a board seat on the Liquidating Trust Advisory Board.

II. *The United States (Department of Justice) Matters.* As to the United States, its agencies or any instrumentalities thereof (collectively, the “United States”), notwithstanding anything contained in the Combined Plan and Disclosure Statement, Plan Summary to Accompany the Combined Plan and Disclosure Statement, or Confirmation Order to the contrary, nothing shall:

- a) limit or be intended to or be construed to bar the United States from pursuing any police or regulatory action or any criminal action;
- b) discharge, release, exculpate, impair or otherwise preclude: (a) any obligation or liability to the United States that is not a “claim” within the meaning of section 101(5) of the Bankruptcy Code; (b) any Claim of the United States arising on or after the Confirmation Date; (c) any liability of the Debtors under police or regulatory statutes or regulations to the

United States as the owner, lessor, lessee or operator of property that such Entity owns, operates or leases after the Effective Date; or (d) any liability owed to the United States, including but not limited to any liabilities arising under the federal environmental, criminal, civil or common law, by any non-Debtor; provided, however, that the foregoing shall not diminish the scope of any exculpation to which any Person is entitled under section 1125(e) of the Bankruptcy Code;

- c) enjoin or otherwise bar the United States from asserting or enforcing, outside the Bankruptcy Court, any obligation or liability described in the preceding clause (b); provided, however, that the non-bankruptcy rights and defenses of all Entities with respect to (a)–(d) in clause (b) are likewise fully preserved;
- d) affect any right of setoff or recoupment of the United States against any of the Debtors; provided, however, that the rights and defenses of the Debtors, the Liquidating Trust or the Liquidating Trustee with respect thereto are fully preserved;
- e) confer exclusive jurisdiction upon the Bankruptcy Court except to the extent set forth in 28 U.S.C. § 1334 (as limited by any other provisions of the United States Code);
- f) authorize the assumption, assignment, sale or other transfer of any federal (a) grants, (b) grant funds, (c) contracts, (d) agreements, (e) awards, (f) task orders, (g) property, (h) intellectual property, (i) patents, (j) leases, (k) certifications, (l) applications, (m) registrations, (n) billing

- numbers, (o) national provider identifiers, (p) provider transaction access numbers, (q) licenses, (r) permits, (s) covenants, (t) inventory, (u) guarantees, (v) indemnifications, (w) data, (x) records, or (y) any other interests belonging to the United States (collectively, “Federal Interests”) without compliance with all terms of the Federal Interests and with all applicable non-bankruptcy law;
- g) be interpreted to set cure amounts related to any Federal Interests or to require the United States to novate, approve or otherwise consent to the assumption, assignment, sale or other transfer of any Federal Interests;
- h) constitute or be deemed an approval or consent by the United States;
- i) waive, alter, or otherwise limit the United States’ property rights, provided, however, that this paragraph (i) does not apply to any Claim of the United States (as the term “Claim” is defined in the Plan);
- j) be construed as a compromise or settlement of any liability, Claim, Cause of Action or interest of the United States; and
- k) modify the scope of section 525 of the Bankruptcy Code.
- l) Further, nothing in the Combined Plan and Disclosure Statement, Plan Summary to Accompany the Combined Plan and Disclosure Statement, or Confirmation Order precludes the United States from naming nominally the Debtors in any action related to the Judgment Order dated July 22, 2024, at Docket No. 472, in *Su v. Comprehensive Health Management Services, et al.*, No. 18-cv-1608 (W.D. Pa.), provided the

United States does not seek monetary relief from the Debtors, the Liquidating Trust or the Liquidating Trustee in such an action.

III. *Personal Injury/Wrongful Death Claimants.* Section 7.2 is modified to include the following:

- a) “For the avoidance of doubt, nothing in the Plan or any confirmation order shall release or discharge the personal injury claim of any former or current resident of any of the Debtors or enjoin such claimants from pursuing such claims; provided that the recovery on any claim against any of the Debtors shall be limited solely to insurance proceeds.”

IV. *Parties to the 9019 Order at Dkt. No. 1451.* Section 5.7 is revised to provide the following:

- a) “For the avoidance of doubt, nothing in the Plan or any confirmation order shall modify, supersede, or affect the rights, obligations and terms of the 9019 Order. All terms and conditions of the 9019 Order are incorporated herein and shall survive the entry of any confirmation order.”

V. *Exculpated Parties.* Section 3.63 is revised to provide the following:

- a) 3.63 “Exculpated Party” means each of the following, solely in their capacity as such: (a) each Debtor excluding Mt. Lebanon Operations, LLC; (b) Louis E. Robichaux, IV, Chief Restructuring Officer of each Debtor; (c) the Committee and the members of the Committee in their capacity as such; and (d) with respect to the foregoing (a) through (c), each professional retained by any of the foregoing parties in these

Chapter 11 Cases; provided, however, except for the Debtors' Chief Restructuring Officer who is and shall remain an Exculpated Party. The Debtors' other officers and directors, Lahasky and/or CHMS are excluded from this definition of "Exculpated Party." For the avoidance of doubt and notwithstanding the exclusion of Mt. Lebanon Operations, LLC, as an Exculpated Party,, the professional and advisors retained by all of the Debtors and the Committee shall be Exculpated Parties.

VI. *United States Trustee Matters.* The Plan is revised to provide the following:

- a) Administrative Claim Bar Date. Section 5.5 is revised to provide "On January 15, 2025, the Court entered an Order Setting Administrative Claims Bar Date [Dkt. No. 1085] and set February 28, 2025 as the final day for any Claimant to file an administrative claim. After reviewing, reconciling, and removing duplications, the Plan Proponent estimates that the filed administrative claims total approximately \$4,975,455.87, exclusive of professional fees; subject to objections by the Plan Proponent or the Liquidating Trustee, as the case may be, and final allowance by the Court."
- b) Administrative Expense in General. Section 8.2 is amended and restated to provide the following: "Each Holder of an Allowed Administrative Claim shall receive their Pro Rata share of the proceeds from the Liquidating Trust Assets, without interest, after payment of the reasonable compensation of the Liquidating Trustee, until the net proceeds of the Liquidating Trust Assets are exhausted or until that

Holder's Allowed Administrative Claim is paid in full, whichever occurs first, at the sole option of the Liquidating Trustee, as the case may be:

(a) on or as soon as practicable after the later of (i) the Effective Date, or (ii) the date upon which the Bankruptcy Court enters a Final Order determining or approving such Claim; and (b) in accordance with the terms and conditions of agreements between the Holders of such Claims and the Liquidating Trustee, as the case may be."

- c) Statutory Fees. Section 8.2(b) is revised to provide "All fees under 28 U.S.C. § 1930(a) and any interest thereon under 31 U.S.C. § 3717 (together, "Statutory Fees") payable on or before the Effective Date shall be paid by the Debtors in full in Cash on the Effective Date. On and after the Effective Date, the post-Effective Date Debtors, the Liquidating Trustee, and the Liquidating Trust shall be jointly and severally liable for paying any and all Statutory Fees in full in Cash when due in each Chapter 11 Case for each quarter (including any fraction thereof) until the earliest of such Chapter 11 Case being closed, dismissed or converted to a case under chapter 7 of the Bankruptcy Code. In lieu of filing required monthly operating reports using UST Form 11-MOR, the Debtors shall file monthly financial reports consistent in form and substance with (by way of example) the Submission of Certain Financial Data for Debtor Maybrook-C Whitecliff Propco, LLC for Month of April 2025 [Dkt. No. 1444]. After the Effective Date, the Liquidating Trustee and the Liquidating Trust shall file with the Bankruptcy Court a post-

confirmation quarterly report for each Chapter 11 Case for each quarter (including any fraction thereof) such case is pending, using UST Form 11-PCR. Notwithstanding anything to the contrary in the Plan, (i) Statutory Fees are Allowed; (ii) the United States Trustee shall not be required to file any proof of claim or any other request(s) for payment with respect to Statutory Fees; and (iii) the United States Trustee shall not be treated as providing any release under the Plan.”

- d) Substantive Consolidation. Section 14.10 is superseded and restated to provide “Nothing in this Plan or any confirmation order shall bar the Liquidating Trustee from, in his discretion, bringing an action before the Court to substantively consolidate some or all of the Debtors’ Estates in the event that the Liquidating Trustee determines substantive consolidation is appropriate and in the best interests of the Liquidating Trust. For the avoidance of doubt, the Liquidating Trust Assets shall be placed into a single trust on the Effective Date, i.e., the Liquidating Trust, and the Liquidating Trustee shall be permitted to use all of the funds placed into the Liquidating Trust for the payment of expenses and claims related to the Trust and any of the Debtors and to make distributions to the combined creditors of all of the Debtors. Nonetheless, the Liquidating Trustee shall have the authority to create sub-accounts as sub trusts within the Liquidating Trust as the Liquidating Trustee deems appropriate.”
- e) Exemption from Certain Transfer Taxes and Recording Fees. Section

14.14 is revised to provide “Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant to the Combined Plan and Disclosure Statement shall 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, sales tax, use tax, or other similar tax or governmental assessment to the fullest extent contemplated by section 1146(a) of the Bankruptcy Code, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax or governmental assessment and shall accept for filing and recordation any instruments or other documents without the payment of any such tax or governmental assessment. For the avoidance of doubt, nothing in this Combined Plan and Disclosure Statement shall give the Sale(s) any tax exemption under section 1146(a) of the Bankruptcy Code.”

- f) Vesting of Assets. Section 16.1 is revised to provide “Pursuant to sections 1141(b) of the Bankruptcy Code, and except as provided in the Combined Plan and Disclosure Statement, the Plan Documents, or the Confirmation Order, on the Effective Date, all Liquidating Trust Assets shall vest in the Liquidating Trust free and clear of all liens, claims, interest, and encumbrances.”
- g) Binding Effect. Section 16.2 is revised to provide “Subject to the occurrence of the Effective Date, on and after the Confirmation Effective

Date, the provisions of the Combined Plan and Disclosure Statement shall bind any holder of a Claim against, or Interest 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 Combined Plan and Disclosure Statement and whether or not such holder has accepted the Combined Plan and Disclosure Statement.”

- h) Exculpation, Injunction, Release. Section 17.1 is revised and restated to provide that “Effective as of the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting either of the releases contained in Sections 16.2 or 16.3, and except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Cause of Action for any claim arising from and after the Petition Date through the Effective Date and related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the Combined Plan and Disclosure Statement, the Final Maybrook / Consulate DIP Financing Order, the Sales, or any other transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Chapter 11 Cases, the Combined Plan and Disclosure Statement, the Final Maybrook / Consulate DIP Financing Order, the Sales, the filing of the Chapter 11 Cases, the pursuit of confirmation and consummation of the Combined Plan and Disclosure Statement, and from any Cause of Action for any claim arising before or

after the Effective Date and related to any act or omission in connection with, relating to, or arising out of, the administration and implementation of the Combined Plan and Disclosure Statement, or the distribution of property under the Combined Plan and Disclosure Statement or any other related agreement, so long as, in each case, such act or omission did not constitute gross negligence, willful misconduct, or fraud as determined by a Final Order. In all respects, each Exculpated Party shall be entitled to rely on the advice of counsel with respect to its duties and responsibilities in the Chapter 11 Cases. In the event that the Court determines that applicable law does not permit a Person or Entity to be an Exculpated Party, the Combined Plan and Disclosure Statement shall be deemed modified to exclude such Person or Entity from the definition of Exculpated Party. For the avoidance of doubt, such exclusion shall not affect the exculpations contained in the Combined Plan and Disclosure Statement with respect to the other Exculpated Parties.

Indemnification of Liquidating Trustee. The Liquidating Trustee shall not be liable to the Liquidating Trust for any action taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights or powers conferred upon it hereunder, or taken or omitted by it in accordance with advice of counsel (which counsel may be of the Liquidating Trustee's own choosing and which may be house counsel of the Liquidating Trustee), and shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless

caused by willful misconduct or gross negligence. The Liquidating Trust shall indemnify the Liquidating Trustee and hold him harmless against any and all liabilities, losses, claims, expenses (including reasonable attorneys' fees) and damages incurred by it hereunder, except for liabilities, losses, claims, expenses, and damages incurred by the Liquidating Trustee resulting from its own willful misconduct or gross negligence.

- i) Limitation of Rights of Holders of Claims. Section 17.4 is revised to provide "Pursuant to section 1141(d)(3) of the Bankruptcy Code, Confirmation will not discharge Claims against the Debtors; provided, however, that no Holder of a Claim against the Debtors may, on account of such Claim, seek or receive any payment or other distribution from, or seek recourse against, the Liquidating Trustee, or property of the Estates or the Liquidating Trust, except as expressly provided in the Combined Plan and Disclosure Statement."
- j) Effect of Non-Occurrence of Effective Date. Section 18.3 is revised as follows: "If each of the conditions to the Effective Date is not satisfied or duly waived within one hundred eighty (180) days after the entry of the Confirmation Order, the Plan Proponent shall file a status report disclosing the progress of the cases. Such status report shall be filed every sixty (60) days thereafter until the occurrence of the Effective Date or an order vacating the entry of the Confirmation Order. If each of the conditions to the Effective Date is not satisfied or duly waived in

accordance with Section 18.1, then upon motion by the Plan Proponent made before the time that each of such conditions has been satisfied and upon notice to such parties in interest as the Bankruptcy Court may direct, the Confirmation Order will be vacated by the Bankruptcy Court; provided, however, that, notwithstanding the Filing of such motion, the Confirmation Order may not be vacated if each of the conditions to the Effective Date is satisfied or waived before the Bankruptcy Court enters an order granting such motion. If the Confirmation Order is vacated pursuant to this Section 18.3: (a) the Plan will be null and void in all respects; (b) nothing contained in the Plan will: (i) constitute a waiver or release of any Claims by or against the Debtors or (ii) prejudice in any manner the rights of the Debtors or any other party in interest; (c) the Liquidating Trust, if already created, shall be promptly dissolved; and (d) the Debtors' Chapter 11 Cases shall be dismissed."

VII. *GPH Canonsburg LP, GPH Monroeville LP, GPH Mt. Lebanon LP, GPH Murrys ville LP ("Cuarzo DIP Lender") Matters.*

- a) Notwithstanding any provision of the Plan, the Liquidating Trust, other Plan Documents, or this Order to the contrary, the Cuarzo DIP Lender shall retain all its rights granted to them in this Court's Final DIP Order and Sale Order. For the avoidance of doubt, confirmation of the Plan shall not modify, impair, or in any way prejudice the Cuarzo DIP Lender's rights under the Final DIP Order and Sale Order, including, but not limited to, the right to be repaid from any assets that constitute

collateral of the DIP Loan, proceeds of such collateral, or assets of the Cuarzo Debtors or Liquidating Trust available for distribution except from sources allocated to the Committee under the Global Settlement the terms of which are incorporated herein by reference and shall survive confirmation. This Court retains jurisdiction to determine any dispute in connection with these issues.

8. Deemed Acceptance of the Plan as Modified. In accordance with section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, all holders of Claims that voted to accept the Combined Plan and Disclosure Statement or that are conclusively presumed to have accepted the Combined Plan and Disclosure Statement are deemed to accept the Combined Plan and Disclosure Statement, subject to modifications, including the modifications set forth in section 7 of this Confirmation Order. No holder of a Claim shall be permitted to change its vote as a consequence of the Combined Plan and Disclosure Statement modifications, if any. All modifications to the Combined Plan and Disclosure Statement made after the commencement of solicitation in accordance with the terms of the Combined Plan and Disclosure Statement (including any modifications contained in this Confirmation Order) are hereby approved, pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

9. Binding Effect. On the date of and following entry of this Confirmation Order and subject to the occurrence of the Effective Date, the provisions of the Combined Plan and Disclosure Statement shall be binding on the Debtors, the Estates, all holders of Claims and Interests (irrespective of whether such Claims or Interests are impaired under the Combined Plan and Disclosure Statement or whether the holders of such Claims or Equity Interests have accepted the Combined Plan and Disclosure Statement), any and all non-Debtor parties to

executory contracts and unexpired leases with the Debtors, any other parties in interest in the Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing.

10. Vesting of Assets. On the Effective Date, pursuant to sections 1141(b) of the Bankruptcy Code, all property of the Estates shall vest in the Liquidating Trust for the primary purpose of liquidating the property and winding down the Estates, with no objective to continue or engage in the conduct of a trade or business.

11. Distributions. All Distributions pursuant to the Combined Plan and Disclosure Statement shall be made in accordance with Section 11 of the Combined Plan and Disclosure Statement and the Liquidating Trust Agreement, and such methods of Distribution are hereby approved.

12. Disputed Claims. All Disputed Claims against the Debtors shall be subject to the provisions of Section 12 of the Combined Plan and Disclosure Statement which shall be amended to provide that any objections or amendments to any Claim shall be made on or before one hundred eighty (180) days from the Effective Date or as otherwise extended by the Court.

13. Treatment of Allowed Claims and Interests. In consideration for the Distributions and other benefits provided pursuant to the Combined Plan and Disclosure Statement, the provisions of the Combined Plan and Disclosure Statement shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of this Confirmation Order constitutes the Court's approval of the treatment of all such Claims and Interests, as well as a finding by the Court that such treatment is in the best interests

of the Debtors, the Estates, and holders of Claims and Interests, and is fair, equitable, and reasonable.

14. Liquidating Trust Agreement. The Liquidating Trust Agreement (substantially in the form included in the Plan Supplement) is hereby approved and the entry by the Debtors into the Liquidating Trust Agreement is approved and shall not be in conflict with any federal or state law. Further, the appointment of Robert S. Bernstein as Liquidating Trustee is approved. The powers and duties of the Liquidating Trustee set forth in the Plan, including but not limited to Section 14 of the Combined Plan and Disclosure Statement, and the Liquidating Trust Agreement are hereby approved. To effectuate an orderly and efficient transition of the administration of the Assets from the Debtors to the Liquidating Trust, the Liquidating Trustee is authorized to perform all necessary and appropriate services in connection with its duties and obligations under the Combined Plan and Disclosure Statement and the Liquidating Trust Agreement prior to the Effective Date.

15. Resignation of Directors and Officers: Liquidating Trustee. On the Effective Date, the authority, power, and incumbency of the persons acting as directors and officers of the Debtors shall be deemed to have resigned, solely in their capacities as such. The Liquidating Trustee shall be the sole representative of, and shall act for, the Debtors in the same fiduciary capacity as applicable to a board of managers and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Combined Plan and Disclosure Statement to permit and authorize the same). The Liquidating Trustee shall have the sole right to retain the services of attorneys, accountants, and other professionals that, in the discretion of the Liquidating Trustee, are necessary to assist the Liquidating Trustee in the performance of his duties. The reasonable fees and expenses of

such professionals shall be paid from the Liquidating Trust Assets without any further notice to or action, order, or approval of the Court.

16. Liquidating Trustee Exculpation, Indemnification, Insurance, and Liability Limitation. The Liquidating Trustee and all professionals retained by the Liquidating Trustee, each in their capacities as such, shall be deemed indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by the Debtors and the Estates. The Liquidating Trustee may obtain, at the expense of the Liquidating Trust Assets, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Debtors. The Liquidating Trustee may rely upon written information generated by the Debtors. For the avoidance of doubt, notwithstanding anything to the contrary contained herein, the Liquidating Trustee in his capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Debtors or the Estates.

17. Distributions. Notwithstanding anything to the contrary contained in the Plan, Plan Supplement, other Plan document, or the Confirmation Order, the Liquidating Trustee shall make Distributions consistent with section 11.4.2 of the Plan and the Liquidating Trust Agreement..

18. Dissolution of the Committee. On the Effective Date, the Committee shall be dissolved automatically, whereupon its members, Professionals, and agents shall be released and discharged of and from any further duties and responsibilities in the Chapter 11 Cases and under the Bankruptcy Code, except that the Committee may continue to appear and be heard as a party in interest with respect to applications for compensation or expense reimbursements of Professionals, any motions or other actions seeking enforcement or implementation of the

provisions of the Combined Plan and Disclosure Statement or the Confirmation Order, or pending appeals of any other order entered in the Chapter 11 Cases.

19. Cancellation of Instruments and Other Documents. On the Effective Date, except as otherwise provided in the Combined Plan and Disclosure Statement, the Confirmation Order, any agreement, instrument, or other document entered into in connection with or pursuant to the Combined Plan and Disclosure Statement, all instruments, agreements, and other documents evidencing Claims or Interests shall be deemed cancelled, surrendered, and discharged without any need for further action or approval of the Court or for a holder to take further action, and the obligations of the Debtors, as applicable, thereunder or in any way related thereto shall be deemed satisfied in full,

20. D&O and Insurance Policies. Any policy of insurance related to any claims against any officer, director or manager arising from actions taken in the their management or governance roles as well as any other policy of insurance whether general liability, property, workers compensation insurance (collectively the “D&O Policies”) to which either Debtor is a party as of the Effective Date shall be deemed to be and treated as executory contracts and shall be assumed by and vest in the Liquidating Trust and shall continue in full force and effect thereafter in accordance with their respective terms. Entry of this Confirmation Order shall constitute the Court’s approval of the Debtors’ foregoing assumption of the D&O Policies. Notwithstanding anything to the contrary contained in the Combined Plan and Disclosure Statement, this Confirmation Order shall not discharge, impair, or otherwise modify any indemnity or other obligations of the insurers under the D&O Policies.

21. Implementation of the Combined Plan and Disclosure Statement. The transactions described in the Combined Plan and Disclosure Statement and this Confirmation Order are

hereby approved. The Debtors and the Liquidating Trustee are hereby authorized to execute deliver, file, or record such documents, contracts, instruments, releases, and other agreements, and take such other actions as may be necessary to effectuate, implement, and further evidence the terms and conditions of the Combined Plan and Disclosure Statement.

22. Conditions to Effectiveness. The Combined Plan and Disclosure Statement shall not become effective unless the conditions set forth in Section 18.1 of the Combined Plan and Disclosure Statement have been satisfied or waived in accordance with Section 18.2 of the Combined Plan and Disclosure Statement.

23. Rejection of Executory Contracts. Upon the Effective Date or as otherwise may be extended by the Court, all Executory Contracts and Unexpired Leases, except any D&O Policies, to which the Debtors are a party are hereby rejected, except for any Executory Contract or Unexpired Lease that (a) has previously been assumed or rejected pursuant to a Final Order of the Court, including but not limited to Executory Contracts and Unexpired Leases assumed and assigned by the Debtors and assigned in connection with any sale transaction, or (b) is the subject of a separate assumption or rejection motion filed by the Debtors, the Plan Proponent, or the Liquidating Trustee under section 365 of the Bankruptcy Code before the Effective Date.

24. Bar to Rejection Damages. Pursuant to Section 13.3 of the Combined Plan and Disclosure Statement, Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Court within thirty (30) days after the Effective Date to the extent not already filed and to the extent that there was no other prior order setting an earlier deadline to file such rejection Claim. **Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Court within such time will be Disallowed, forever barred from assertion, and not be enforceable**

against the Debtors, the Estates, the Liquidating Trust, or the property of any of the foregoing.

25. Final Fee Applications. Each Professional requesting compensation pursuant to section 327, 328, 330, 331, 363, 503(b), or 1103 of the Bankruptcy Code for services rendered in connection with the Chapter 11 Cases before the Effective Date shall (a) file with the Court, and serve, an application for allowance of final compensation and reimbursement of expenses in the Chapter 11 Cases on or before the date that is forty-five (45) calendar days after the Effective Date. **Professionals required to file and serve, who fail to file and serve, a request for payment for services rendered in connection with the Chapter 11 Cases before the Effective Date, will be Disallowed, forever barred from assertion, and not be enforceable against the Debtors, the Estates, the Liquidating Trust, or the property of any of the foregoing.** From and after the Effective Date, the Liquidating Trustee, in his discretion, may, upon submission of appropriate documentation and in the ordinary course of business, pay the post-Effective Date charges incurred by the Debtors and the Liquidating Trustee for any Professional's fees, disbursements, expenses, or related support services without application to or approval from the Court.

26. Binding Exculpation Provision. All exculpation provisions contained in this Confirmation Order and/or in the Combined Plan and Disclosure Statement, including, but not limited to, the Exculpation and the exculpations contained in Section 17 of the Combined Plan and Disclosure Statement are approved and, as of the Effective Date, are effective and binding on all persons and entities, to the extent provided therein.

27. Injunctions. Except as otherwise expressly provided in the Combined Plan and Disclosure Statement or for obligations issued or required to be paid pursuant to the Combined

Plan and Disclosure Statement or this Confirmation Order, any Entity which has held, hold, or may hold claims or interests that have been released or are subject to exculpation are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Liquidating Trust, the Exculpated Parties, or the Released Parties:

(a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; and (d) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Combined Plan and Disclosure Statement.

28. Retention of Causes of Action/Reservation of Rights. In accordance with section 1123(b) of the Bankruptcy Code, the Liquidating Trust shall retain and may enforce all rights to commence and pursue any and all Causes of Action of the Debtors and the Debtors' Estates and appear in any proceeding as a party in interest on any matter pursuant to section 1109(b), whether arising before or after the Petition Date, and Liquidating Trustee's rights to commence, prosecute, or settle such Causes of Action shall be preserved.

29. Reservation of Rights. Except as expressly set forth herein, the Combined Plan and Disclosure Statement shall have no force or effect until the Effective Date. None of the filing of the Combined Plan and Disclosure Statement, any statement or provision contained herein, or

the taking of any action by the Plan Proponent with respect to the Combined Plan and Disclosure Statement shall be or shall be deemed to be an admission or waiver of any rights of the Plan Proponent before the Effective Date.

30. Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930 shall be paid on the Effective Date, or as soon as practicable thereafter, by the Liquidating Trustee.

31. Final Order. This Confirmation Order is a Final Order and the period in which an appeal must be filed will commence upon entry of this Confirmation Order.

32. Retention of Jurisdiction. The provisions governing the retention of jurisdiction set forth in Section 19 of the Combined Plan and Disclosure Statement shall be, and hereby are, approved in their entirety. The Court may, and upon the Effective Date shall, retain jurisdiction over the matters arising in, and under, and related to, these Chapter 11 Cases, as set forth in Section 19 of the Combined Plan and Disclosure Statement.

33. Non-Severable and Mutually Dependent. The provisions of the Combined Plan and Disclosure Statement and this Confirmation Order, including the findings of fact and conclusions of law as set forth herein, are non-severable and mutually dependent.

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

35. Documents and Instruments. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Combined Plan and Disclosure Statement and this Confirmation Order.

36. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or other governmental authority with respect to the implementation or consummation of the Combined Plan and Disclosure Statement, any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts referred to in, or contemplated by, the Combined Plan and Disclosure Statement.

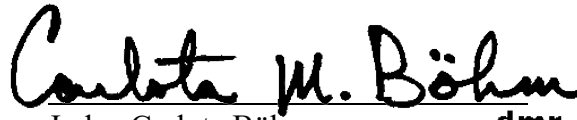
37. Notice of Entry of Confirmation Order and Effective Date. The Plan Proponent Shall serve notice of entry of this Confirmation Order and occurrence of the Effective Date on all creditors of the Debtors as of the date hereof, and other parties in interest, within five (5) Business Days of the Effective Date.

38. Waiver of Stay. The stay of this Confirmation Order provided by any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h), and 6006(d)), whether for fourteen (14) days or otherwise, is hereby waived, and this Confirmation Order shall be effective and enforceable immediately upon its entry by the Court. Inconsistency. To the extent of any inconsistency between this Confirmation Order and the Combined Plan and Disclosure Statement, this Confirmation Order shall govern.

39. No Waiver. The failure to specifically include any particular provision of the Combined Plan and Disclosure Statement in this Confirmation Order shall not diminish the effectiveness of such provision nor constitute a waiver thereof, it being the intent of the Court that the Combined Plan and Disclosure Statement is confirmed in its entirety and incorporated herein by reference.

Dated: August 20, 2025

BY THE COURT

A handwritten signature in black ink, reading "Carlota M. Böhm". The signature is written in a cursive, flowing style. The first name "Carlota" is prominent, followed by "M." and "Böhm".

Judge Carlota Böhm **dmr**
United States Bankruptcy Court

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