

ENTERED

July 25, 2025

Nathan Ochsner, Clerk

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	Chapter 11
	§	
	§	
STEWARD HEALTH CARE SYSTEM	§	Case No. 24-90213 (CML)
LLC, <i>et al.</i> ,	§	
	§	(Jointly Administered)
	§	
Debtors. ¹	§	
	§	

**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER
(I) APPROVING DISCLOSURE STATEMENT ON A FINAL BASIS
AND (II) CONFIRMING JOINT CHAPTER 11 PLAN OF LIQUIDATION OF
STEWARD HEALTH CARE SYSTEM LLC AND ITS AFFILIATED DEBTORS**

Steward Health Care System LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”) having:

- a. commenced, on May 6, 2024 (the “**Petition Date**”), these Chapter 11 Cases by filing voluntary petitions in the United States Bankruptcy Court for the Southern District of Texas (the “**Court**” or the “**Bankruptcy Court**”) for relief under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”);
- b. on May 6, 2024, obtained entry of the *Order Directing Joint Administration of Chapter 11 Cases* (Docket No. 24);
- c. proposed and filed the *Joint Chapter 11 Plan of Liquidation of Steward Health Care System LLC and Its Affiliated Debtors*, dated July 11, 2025 (Docket No. 5492) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented from time to time, the “**Plan**”),² and filed the *Disclosure Statement for Joint Chapter 11 Plan of Liquidation of Steward Health Care System LLC and Its Affiliated Debtors*, dated June 1, 2025 (Docket No. 5028) (including any exhibits and schedules thereto and as may be modified, amended, or supplemented from time to time, the “**Disclosure Statement**”);

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Steward>. The Debtors’ service address for these chapter 11 cases is 2811 McKinney Avenue, Suite 300, Dallas, Texas 75204.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan. The rules of interpretation set forth in Article I of the Plan and the rules of construction set forth in section 102 of the Bankruptcy Code shall apply to this Confirmation Order.

- d. on June 2, 2025, obtained, after notice and hearing, entry of the *Order (I) Scheduling Combined Hearing on (A) Adequacy of Disclosure Statement and (B) Confirmation of Plan; (II) Conditionally Approving Disclosure Statement and Form and Manner of Notice of Conditional Disclosure Statement Hearing; (III) Establishing Solicitation and Voting Procedures; (IV) Establishing Administrative Expense Claims Consent Program Notice and Opt-Out Procedures; (V) Establishing Notice and Objection Procedures for Confirmation of Proposed Plan; (VI) Approving Notice Procedures for Assumption or Rejection of Executory Contracts and Unexpired Leases; and (VII) Granting Related Relief* (Docket No. 5036) (the “**Disclosure Statement Order**”), which, among other things, (i) conditionally approved the Disclosure Statement; (ii) approved solicitation procedures related to the Plan; (iii) approved notice and opt-out procedures related to the Administrative Expense Claims Consent Program; (iv) set the deadline for filing objections to confirmation of the Plan and final approval of the Disclosure Statement for July 2, 2025 at 5:00 p.m. (Central Time); and (v) scheduled a hearing to approve the Disclosure Statement on a final basis and consider confirmation of the Plan for July 11, 2025 at 9:00 a.m. (Central Time) (the “**Combined Hearing**”);
- e. caused to be served, through their claims, noticing, and solicitation agent, Kroll Restructuring Administration LLC (“**Kroll**”), the Disclosure Statement, the Plan, and related solicitation materials, including the ballots (the “**Ballots**”), notice of non-voting status (“**Notice of Non-Voting Status**”), release opt-out forms (“**Release Opt-Out Forms**”), and notice of the Combined Hearing (collectively, the “**Solicitation Materials**”) to holders of Claims and Interests and other parties in interest in accordance with the Disclosure Statement Order, as described in the affidavit filed at Docket No. 5380 and the supplemental affidavit filed at Docket No. 5425 (together, the “**Solicitation Affidavits**”) and the *Declaration of Craig E. Johnson of Kroll Restructuring Administration LLC Regarding the (I) Solicitation of Votes and Tabulation of Ballots Cast on the Joint Chapter 11 Plan of Liquidation of Steward Health Care System LLC and Its Affiliated Debtors and (II) Solicitation of Administrative Expense Claims Opt-Out Forms and Reporting of Opt-Out Forms Received for Administrative Expense Claims Consent Program* (Docket No. 5436), filed on July 10, 2025 (the “**Solicitation Declaration**”);
- f. caused to be served, through Kroll, the Administrative Expense Claims Consent Program Opt-Out Form and related materials (the “**Consent Program Materials**”) to eligible holders of Administrative Expense Claims in accordance with the Disclosure Statement Order, as described in the Solicitation Affidavits and the Solicitation Declaration;
- g. caused to be served, through Kroll, the Medical Liability Claims Procedures attached as Exhibit D to the Plan, as described in the Solicitation Affidavits and Solicitation Declaration;
- h. caused to be published in the *New York Times*, *Houston Chronicle*, *Boston Globe*, *Midland Reporter-Telegram*, *Miami Herald*, *South Florida Sun Sentinel*, *Texarkana Gazette*, *The Tribune Chronicle & The Vindicator*, *Arizona Republic*, *Florida Today*, *Indian River Press Journal/St Lucie News Tribune/Stuart News*, and *The News-Star* the

notice of the Combined Hearing as set forth in the *Certificate of Publication*, filed by Kroll on July 7, 2025 (Docket No. 5393) (the “**Certificate of Publication**”);

- i. caused to be served, through Kroll, (i) the *Notice of Cure Amounts and Potential Assumption of Executory Contracts and Unexpired Leases in Connection with Confirmation of Plan* (Docket No. 5402) on July 8, 2025 and (ii) the *Second Notice of Cure Amounts and Potential Assumption of Executory Contracts and Unexpired Leases in Connection With Confirmation of Plan* (Docket No. 5507) (collectively, as may be further amended or supplemented from time to time, the “**Cure Notice**”) setting forth the applicable Cure Amounts on the counterparties to such Executory Contracts and Unexpired Leases, as applicable, as set forth in the *Affidavit of Service*, filed on July 9, 2025 (Docket No. 5419) and the *Affidavit of Service*, filed on July 15, 2025 (Docket No. 5559);
- j. filed (i) on June 25, 2025, the *Notice of Filing of Plan Supplement in Connection with Joint Chapter 11 Plan of Liquidation of Steward Health Care System LLC and Its Affiliated Debtors* (Docket No. 5207) and (ii) on July 13, 2025, the *Notice of Filing of Amended Plan Supplement in Connection With Joint Chapter 11 Plan of Steward Health Care System LLC and Its Affiliated Debtors* (Docket No. 5504) (together, and as may be further amended or supplemented from time to time, the “**Plan Supplement**”); and
- k. filed, on June 27, 2025 and July 10, 2025 the (i) *Initial Declaration of John R. Castellano in Support of Confirmation of Chapter 11 Plan* (Docket No. 5219) (the “**Initial Castellano Declaration**”); (ii) the *Declaration of Alan J. Carr in Support of Confirmation of Chapter 11 Plan* (Docket No. 5220) (the “**Carr Declaration**”); (iii) the *Declaration of Marc J. Brown in Support of (I) Confirmation of Debtors’ Joint Chapter 11 Plan of Liquidation and (II) The Debtors’ Omnibus Objection to the Chapter 7 Conversion Motions* (Docket No. 5221) (the “**Brown Declaration**”); and (iv) the *Supplemental Declaration of John R. Castellano in Support of Confirmation of Debtors’ Joint Chapter 11 Plan of Liquidation* (Docket No. 5440) (the “**Castellano Declaration**”) (collectively with the Solicitation Declaration, the “**Supporting Declarations**”);
- l. filed, on July 10, 2025, *Debtors’ Memorandum of Law in Support of (I) Final Approval of the Disclosure Statement and (II) Confirmation of the Debtors’ Joint Chapter 11 Plan of Liquidation of Steward Health Care System LLC and Its Affiliated Debtors* (Docket No. 5439);

This Court having:

- a. approved in the Disclosure Statement Order July 2, 2025 at 5:00 p.m. (Central Time) as the deadline for voting on the Plan;
- b. set in the Disclosure Statement Order July 2, 2025, at 5:00 p.m. (Central Time) as the deadline by which objections to Confirmation of the Plan and final approval of the Disclosure Statement must be filed (the “**Objection Deadline**”);

- c. set in the Disclosure Statement Order July 11, 2025 at 9:00 a.m. (Central Time) as the date and time for the Combined Hearing pursuant to Bankruptcy Rules 3017 and 3018 and sections 1126, 1128, and 1129 of the Bankruptcy Code;
- d. reviewed the Disclosure Statement, the Plan, the Confirmation Brief, the Plan Supplement, the Voting Certification, the Supporting Declarations, exhibits, statements, responses, and comments regarding Confirmation, including any and all objections, statements, and reservations of rights filed by parties in interest on the docket of the Chapter 11 Cases;
- e. pursuant to the *Order Adjourning Combined Hearing* (Docket No. 5175), adjourned the Confirmation Hearing from July 11, 2025 to July 14, 2025 at 1:00 p.m. (Central Time);
- f. held the Combined Hearing from July 14 to July 16, 2025;
- g. heard the arguments and considered the evidence presented, proffered, and adduced at the Combined Hearing;
- h. considered the entire record of the Combined Hearing;
- i. taken judicial notice of the entire record of these Chapter 11 Cases; and
- j. overruled all objections to the Plan, Confirmation, final approval of the Disclosure Statement, and all statements and reservations of rights not consensually resolved or withdrawn, except as expressly provided herein.

NOW, THEREFORE, based on the foregoing, and after due deliberation and sufficient cause appearing therefor, this Court hereby FINDS, DETERMINES, and CONCLUDES as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

a. Findings of Fact and Conclusions of Law. The findings and conclusions set forth herein and orally on the record of the Combined 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 Rules 7052 and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"). All findings of fact and conclusions of law announced by this Court at the Combined Hearing in relation to Confirmation of the Plan and final approval of the Disclosure Statement are hereby incorporated into this Confirmation Order and are essential,

inextricable, and nonseverable components and terms of this Confirmation Order and the treatment and distributions provided under the Plan. To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

b. Jurisdiction, Venue, Core Proceeding. This Court has jurisdiction over these Chapter 11 Cases pursuant to 28 U.S.C. § 1334. Confirmation of the Plan and final approval of the Disclosure Statement are core proceedings pursuant to 28 U.S.C. § 157(b) and this Court has jurisdiction to enter a final order with respect thereto. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. To the extent necessary, the parties have impliedly consented to the entry of a final order by this Court with respect to Confirmation of the Plan and final approval of the Disclosure Statement. The Debtors are eligible debtors under section 109 of the Bankruptcy Code and are proper plan proponents under section 1121(a) of the Bankruptcy Code.

c. Chapter 11 Petitions. On the Petition Date, the Debtors each commenced with this Court a voluntary case under chapter 11 of the Bankruptcy Code. The Debtors' chapter 11 cases are being jointly administered for procedural purposes only pursuant to Rule 1015(b) of the Bankruptcy Rules, and Rule 1015-1 of the Bankruptcy Local Rules for the United States Bankruptcy Court for the Southern District of Texas (the "**Bankruptcy Local Rules**"). Since the Petition Date, the Debtors have operated their business and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

d. Appointment of Creditors' Committee. On May 16, 2024, the U.S. Trustee for Region 7 (the "**U.S. Trustee**") appointed an official committee of unsecured creditors (the "**Creditors' Committee**") in these Chapter 11 Cases pursuant to section 1102 of the

Bankruptcy Code (Docket No. 290). No trustee or examiner has been appointed in these Chapter 11 Cases pursuant to section 1104 of the Bankruptcy Code.

e. Judicial Notice. This Court takes judicial notice of the docket of these Chapter 11 Cases maintained by the Clerk of this Court, including all pleadings and other documents filed, all orders entered, all hearing transcripts, and all evidence and arguments made, proffered, or adduced at the hearings held before this Court during the pendency of the Chapter 11 Cases. Any resolution of objections to Confirmation of the Plan or final approval of the Disclosure Statement explained on the record at the Combined Hearing is hereby incorporated by reference. All unresolved objections, statements, informal objections, and reservations of rights, if any, related to the Plan, the Disclosure Statement, Confirmation of the Plan, or final approval of the Disclosure Statement are overruled on the merits and denied in their entirety.

f. Burden of Proof. Based on the record of the Chapter 11 Cases, each of the Debtors has met the burden of proving by a preponderance of the evidence each applicable element of sections 1129(a) and (b) of the Bankruptcy Code, including all other sections of the Bankruptcy Code referenced therein or implicated thereby.

g. Claims Bar Date. As evidenced by (i) the affidavits filed at Docket Nos. 1867, 2255, 2344, 2623, 2689, 3005, 3215, 3343, 3428, 3832, and 3860, holders of Claims and Interests were given notice and the opportunity to file Proofs of Claim against the Debtors in accordance with the procedures and deadlines set forth in the *Order (I) Establishing Deadlines and Procedures for Filing Proofs of Claim; (II) Approving Form and Manner of Notice Thereof; and (III) Granting Related Relief* (Docket No. 1564) (the “**Bar Date Order**”); and (ii) the affidavits filed at Docket Nos. 3369, 3838, 3996, 3997, 4748, and 4749, holders of Claims and Interests were given notice and the opportunity to file Proofs of Administrative Claim (as defined in the Administrative

Expense Claims Bar Date Order) against the Debtors in accordance with the procedures and deadlines set forth in the *Order (I) Setting a Bar Date for Filing Proofs of Administrative Claims, (II) Establishing Administrative Claims Procedures, (III) Approving the Form and Manner of Filing Proofs of Administrative Claims, (IV) Approving Notice of the Administrative Claims Bar Date, and (V) Granting Related Relief* (Docket No. 3217) (the “**Administrative Expense Claims Bar Date Order**”).

h. Principal Purpose. No Governmental Unit has requested that this Court refuse to confirm the Plan on the grounds that the principal purpose of the Plan is the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act. As evidenced by its terms, the principal purpose of the Plan is not such avoidance. Accordingly, the requirements of section 1129(d) of the Bankruptcy Code have been satisfied.

i. Adequacy of Disclosure Statement. The Disclosure Statement contains adequate and extensive information regarding the circumstances of these Chapter 11 Cases and the Plan (and the transactions contemplated therein) so that the parties entitled to vote on the Plan were able to make informed decisions regarding whether to vote to accept or reject the Plan. Additionally, the Disclosure Statement contains “adequate information,” as such term is defined in section 1125(a)(1) of the Bankruptcy Code, with respect to the Debtors, the Plan, and the transactions contemplated therein and the Disclosure Statement complies with all other applicable requirements of the Bankruptcy Code.

j. Solicitation. As described in and evidenced by the Solicitation Affidavits and the Solicitation Declaration, transmittal and service of the Solicitation Materials and the Consent Program Materials (collectively, the “**Solicitation**”) were timely, adequate, appropriate, and sufficient under the circumstances of these Chapter 11 Cases. The Solicitation (i) was conducted

in good faith, (ii) complied with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Disclosure Statement Order, and all other applicable non-bankruptcy rules, laws, and regulations applicable to the Solicitation, (iii) was open, transparent, and inclusive, and (iv) was appropriate and satisfactory based upon the circumstances of these Chapter 11 Cases. The Released Parties and the Exculpated Parties acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including with respect to (1) the solicitation of acceptance or rejection of the Plan and (2) the participation in the offer, issuance, sale, or purchase of a security offered or sold under the Plan, and are entitled to the protections of section 1125(e) of the Bankruptcy Code and all other applicable protections and rights provided in the Plan and this Confirmation Order.

k. Notice. As evidenced by the Solicitation Affidavits, the Certificate of Publication, and the Solicitation Declaration, all parties required to be given notice of the Combined Hearing (including the deadline for filing and serving objections to Confirmation of the Plan and final approval of the Disclosure Statement) have been given due, proper, adequate, timely, and sufficient notice of the Combined Hearing in accordance with the Disclosure Statement Order and in compliance with the Bankruptcy Code, the Bankruptcy Rules (including Bankruptcy Rule 3017(d)), the Bankruptcy Local Rules, and all other applicable non-bankruptcy rules, laws, and regulations, and such parties had an opportunity to appear and be heard with respect thereto. No other or further notice is required with respect thereto.

l. Voting Record Date. The Solicitation Materials and the Plan were distributed to holders in the Voting Classes that held a Claim or Interest as of May 21, 2025 (the “**Voting Record Date**”). The establishment and notice of the Voting Record Date were reasonable and sufficient.

m. Tabulation. As described in the Solicitation Declaration, (i) the holders of Claims in Class 5 (PBGC Claims) are Impaired under the Plan and voted to accept the Plan in the numbers and amounts required by section 1126 of the Bankruptcy Code at each Debtor entity; (ii) the holders of Claims in Class 3 (FILO Bridge Claims) are Impaired under the Plan voted to accept the Plan in the numbers and amounts required by section 1126 of the Bankruptcy Code; and (iii) the holders of Claims in Class 4 (General Unsecured Claims) are Impaired under the Plan and voted to accept the Plan in the numbers and amounts required by section 1126 of the Bankruptcy Code at 105 Debtor entities. At the 62 Debtor entities for which the Class 4 (General Unsecured Claims) voted to reject the Plan, either (i) Class 3 (FILO Bridge Claims) voted to accept the Plan, (ii) Class 5 (PBGC Claims) voted to accept the Plan, or (iii) both Class 3 (FILO Bridge Claims) and Class 5 (PBGC Claims) voted to accept the Plan. All procedures used to tabulate the Ballots were fair, reasonable, and conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Procedures for Complex Chapter 11 Cases in the Southern District of Texas (effective as of September 18, 2024), the Disclosure Statement Order, and all other applicable non-bankruptcy rules, laws, and regulations. Pursuant to the Disclosure Statement Order, the other Classes of Claims against or Interests in the Debtors are either deemed to reject or presumed to accept the Plan.

n. Cram Down Requirements. With respect to each Class that has voted or is deemed to reject the Plan, the requirements of section 1129(b) of the Bankruptcy Code have been satisfied and the Plan may be confirmed pursuant to section 1129(b)(1) of the Bankruptcy Code. The Plan does not unfairly discriminate between such Class and similarly situated Classes of Claims. Furthermore, the Plan is fair and equitable with respect to the Class of Claims that rejected the Plan, as the Plan provides that no holder of any Claim or Interest that is junior to the Claims or

Interests of such Classes will receive or retain any property under the Plan on account of such junior Claim or Interests.

o. Bankruptcy Rule 3016. In accordance with Bankruptcy Rule 3016(a), the Plan and all modifications thereto are dated and identify the Debtors as proponents of the Plan. The Debtors appropriately filed the Disclosure Statement and the Plan with this Court, thereby satisfying Bankruptcy Rule 3016(b). The discharge, release, injunction, and exculpation provisions in the Disclosure Statement and the Plan were set forth in bold and with specific and conspicuous language, thereby complying with Bankruptcy Rule 3016(c).

p. Only One Plan. The Plan (including previous versions thereof) is the only chapter 11 plan filed in each of these Chapter 11 Cases and, accordingly, satisfies section 1129(c) of the Bankruptcy Code.

q. Not Small Business Cases. These Chapter 11 Cases are not small business cases, and accordingly, section 1129(e) of the Bankruptcy Code does not apply to these Chapter 11 Cases.

r. Executory Contracts and Unexpired Leases. The Debtors have exercised reasonable business judgment in determining whether to assume or reject Executory Contracts and Unexpired Leases pursuant to Article X of the Plan. Each assumption of an Executory Contract or Unexpired Lease pursuant to Article X of the Plan shall be legal, valid, and binding upon the applicable Estate Representative and their successors and assigns and all non-Debtor parties and their successors and assigns to such Executory Contract or Unexpired Lease.

s. Plan Supplement. The documents contained in the Plan Supplement comply and are consistent with the Bankruptcy Code and the terms of the Plan, and the filing and notice of such documents were good and proper and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, the Disclosure Statement Order, and the facts and

circumstances of these Chapter 11 Cases. All documents included in the Plan Supplement are integral to, part of, and incorporated by reference into the Plan. Subject to the terms of the Plan, the Debtors reserve the right to alter, amend, update, or modify the Plan Supplement at any time before the Effective Date in accordance with Section 14.6 of the Plan, provided that the Plan Supplement may be amended, supplemented, or otherwise modified by the Debtors with the consent of the Creditors' Committee, which consent shall not be unreasonably withheld, conditioned, or delayed in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court; *provided* that, subject to Section 14.6(b) of the Plan, any amendment, supplement, or modification that adversely affects the Litigation Trust shall also require the consent of the Litigation Trustee (or prior to the appointment of the Litigation Trustee, the FILO DIP Agent) (such consent, not to be unreasonably withheld, conditioned, or delayed).

t. Retention of Causes of Action and Reservation of Rights. The Debtors filed with this Court the Schedule of Retained Causes of Action as Exhibit 2 to the Plan Supplement. Therefore, in accordance with and as provided by section 1123(b) of the Bankruptcy Code and Section 12.11 of the Plan, except as otherwise provided in the Plan, including Sections 12.6(a), 12.6(b), 12.6(c), 12.7, and 12.8, any rights, Claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately prior to the Confirmation Date or Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including, but not limited to, any actions specifically enumerated herein, and such rights to commence, pursue, prosecute, and/or settle such Claims or Causes of Action (including, without limitation, any

avoidance action, preference, or other Claim pursuant to section 362 or chapter 5 of the Bankruptcy Code, including, without limitation, sections 502(d), 544, 545, 547, 548, 549, 550, 551, 553(b) of the Bankruptcy Code) (collectively, the “**Retained Causes of Action**”) shall be preserved, including for the benefit of the Debtors, the Litigation Trust and the Plan Trust, as applicable, notwithstanding the occurrence of the Confirmation Date and the Effective Date. As provided by Section 3.3 and Section 12.11 of the Plan and the Confirmation Order, except as otherwise provided in the Plan, including Sections 12.6(a), 12.6(b), 12.6(c), 12.7, and 12.8, the Debtors, the Plan Trust, and the Litigation Trust, as applicable, shall have, retain, reserve, and be entitled to assert all such Retained Causes of Action as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors’ legal and equitable rights and defenses in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced, and shall be entitled to all extension of time and/or tolling provisions provided under section 108 of the Bankruptcy Code, in each case, subject to and as further detailed in paragraph 56 of this Confirmation Order. In accordance with section 1123(b)(3) of the Bankruptcy Code and Section 10.1 of the Plan, except as otherwise provided in the Plan, the Schedule of Retained Causes of Action, or herein, any Causes of Action that a Debtor may hold against any Entity shall vest in the Debtors, the Plan Trust, or the Litigation Trust, as applicable. The Debtors, the Plan Trust, and the Litigation Trust, as applicable, shall retain and may enforce any and all such Causes of Action. The Debtors, the Plan Trust, and the Litigation Trust, as applicable, shall have the right, authority, and discretion to determine, initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, and to decline to do any of the foregoing without the consent or

approval of any third party or further notice to, or action, order, or approval of, the Bankruptcy Court.

u. Cure of Defaults. In accordance with Article X of the Plan, counterparties to the Debtors' Executory Contracts and Unexpired Leases proposed for potential assumption or assumption and assignment were each served with the Schedule of Assumed Contracts and the applicable Cure Notice, which included the proposed Cure Amounts for each contract or lease listed thereon. The time given to parties in interest to object to the assumption, assumption and assignment, and rejection of their Executory Contracts and Unexpired Leases, and the proposed Cure Amounts, was good and sufficient and no other or further notice is required. The Estate Representative has paid or will pay valid Cure Amounts in the ordinary course, except as otherwise agreed with the relevant counterparty, in accordance with the procedures outlined in Section 10.3 of the Plan.

v. Best Interest of Creditors. The liquidation analysis attached to the Disclosure Statement as Exhibit C, and the other evidence presented, proffered, or adduced at the Combined Hearing, including, but not limited to, the Brown Declaration, the Initial Castellano Declaration, the Castellano Declaration, and the Plan Supplement (i) are persuasive and credible, (ii) have not been controverted by any evidence, and (iii) establish that each holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, 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.

w. Feasibility. The information contained in the Disclosure Statement, and the other evidence presented, proffered, or adduced at the Combined Hearing, including the Initial

Castellano Declaration and the Castellano Declaration, (i) are persuasive and credible, (ii) have not been controverted by any evidence, and (iii) establishes that the Plan is feasible and provides adequate and appropriate means for its implementation and an orderly wind down and liquidation of the Debtors' estates, as contemplated by the Plan, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

x. Directors. The managers, officers, and directors of the Debtors shall be relieved of any and all duties with respect to the Debtors as of the Confirmation Date of the Plan. The identities and affiliations of the persons proposed to serve as the initial directors, managers, or officers of the Debtors, as applicable, on and after the Confirmation Date each have been fully disclosed to the extent such information is available, and the appointment to, or continuance in, such offices of such persons as described in Section 5.10 of the Plan and in the Plan Supplement is consistent with the interests of holders of Claims against and Interests in the Debtors and with public policy.

y. Preservation of Privilege. Nothing contained in this Confirmation Order, any of the Plan Documents, the Supporting Declarations, or any and all other documents related thereto is intended to, nor constitutes, nor should be deemed to constitute a waiver by the Debtors, their Estates, or any successors in interest, including but not limited to the Litigation Trust or the Plan Trust, of any relevant privilege(s), or rules, including, but not limited to, the attorney-client privilege, the common-interest privilege and the attorney work-product rule.

z. Release, Exculpation, and Injunction Provisions. The injunction, release, and exculpation provisions contained in the Plan, as modified by this Confirmation Order, for the benefit of the Released Parties and Exculpated Parties, as applicable, are essential components of the Plan.

aa. Good and valid justifications have been demonstrated in support of the releases, as modified by this Confirmation Order, granted by the Debtors, the Estates, the Plan Trust, the Plan Trustee, the Litigation Trust, and the Litigation Trustee (the “**Debtor Releases**”), and the Debtors have satisfied the business judgment standard with respect to the Debtor Releases. The Debtor Releases offer protection to parties that played an integral role in the chapter 11 cases. The Plan reflects the settlement and resolution of several complex issues, and the Debtor Releases are an integral part of the consideration to be provided in exchange for the compromises and resolutions embodied in the Plan. Each of the Released Parties made significant concessions or contributions to the chapter 11 cases and/or otherwise cooperated constructively to enable the Debtors to maximize the value of their Estates. Therefore, the Debtor Releases represent a valid exercise of the Debtors’ business judgment.

bb. The releases contained in Section 12.6(b) of the Plan (the “**Third-Party Releases**”) are appropriate and consensual as to all relevant parties, including on the part of the Releasing Parties. The Third-Party Releases were conspicuously disclosed in the Ballots (forms of which were attached as Schedules 3-5 to the Disclosure Statement Order), the Notice of Non-Voting Status (a form of which was attached as Exhibit 6 to the Disclosure Statement Order), the Release Opt-Out Form (a form of which was attached as Exhibit 7 to the Disclosure Statement Order), the Disclosure Statement, and the Plan. Holders of Claims and Interests were duly informed of the Third-Party Releases, including through the Release Opt-Out Forms, and given the opportunity to opt out. The release provisions contained in Section 12.6(b) of the Plan are consensual under applicable law because (1) all Releasing Parties were given due and adequate notice of the Third Party Releases and sufficient opportunity and instruction to elect to opt out of such releases in accordance with the Disclosure Statement Order and paragraph 40 of the Procedures for Complex

Cases in the Southern District of Texas, effective September 18, 2024, and (2) the releases therein are provided only by (i) the holders of all Claims and Interests that vote, or are deemed, to reject the Plan or that vote, or are presumed, to accept the Plan but do not opt out of granting the releases set forth in the Plan, (ii) the holders of all Claims and Interests whose vote to accept or reject the Plan was solicited but that did not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in the Plan, (iii) the holders of all Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth in the Plan but do not opt out, (iv) the Released Parties (other than the Debtors, the Debtor Related Parties, the Plan Trust, the Plan Trustee, the Litigation Trust, and the Litigation Trustee), and (v) with respect to each of the foregoing Persons and Entities in clauses (i) through (iv), such Persons' and Entities' (x) Related Parties, to the extent that such Entity is legally entitled to bind such Related Party under applicable law, (y) predecessors, successors, or assigns, and (z) all persons entitled to assert Claims or Causes of Action through or on behalf of such entities with respect to the matters for which such Persons and Entities are providing releases. The Third-Party Releases are consensual and: (1) essential to the Confirmation of the Plan; (2) given in exchange for the good and valuable consideration provided by the Released Parties; (3) a good faith settlement and compromise of the Claims released by the Third-Party Releases; (4) in the best interests of the Debtors and the Debtors' Estates; (5) fair, equitable, and reasonable; (6) given and made after due notice and opportunity for hearing; and (7) a bar to any of the Releasing Parties asserting any Claim or Cause of Action released pursuant to the Third Party Releases, except as otherwise expressly set forth in the Plan. The Third-Party Releases are an integral part of the Plan that is supported by the Classes entitled to vote on the Plan. Like the Debtor Releases, the Third-Party Releases facilitated participation in both the Plan and the chapter 11 process generally. The Third-Party Releases are

instrumental to the Plan and were critical in incenting the parties to support the Plan. The Third-Party Releases are appropriately tailored under the facts and circumstances of the Chapter 11 Cases. Parties-in-interest have had a full opportunity to opt out of the Third-Party Releases. As such, the Third-Party Releases appropriately offer certain protections to parties that constructively participated in the Debtors' restructuring process by, among other things, supporting the Plan.

cc. Each of the (x) Notices of Non-Voting Status, which were sent to holders of Claims and Interests in Classes not entitled to vote on the Plan (except with respect to holders of Claims and Interests in Class 6 (Intercompany Claims) and Class 8 (Intercompany Interests)), (y) the Ballots, which were sent to holders of Claims and Interests in Classes entitled to vote on the Plan, and (z) the Release Opt-Out Forms, which were sent as an attachment to the Notice of Non-Voting Status, expressly included, in bold font, the terms of the Third-Party Releases, as set forth in Section 12.6(b) of the Plan. The language of the Third-Party Releases was also emphasized using bold font in the Plan and the Disclosure Statement. The Notice of Non-Voting Status, the Ballots, and the Release Opt-Out Form advised careful review and consideration of the terms of the Third-Party Releases, along with the exculpation and injunction provisions. The Debtors sufficiently put the Releasing Parties on notice of the Claims being released and the opt-out procedures and provided sufficient time and instruction for such parties to elect to opt out of such releases.

dd. The process described in the Solicitation Declaration and the Solicitation Affidavits that the Debtors and Kroll followed to identify the relevant parties on which to serve the applicable Ballot, Notice of Non-Voting Status, and/or Release Opt-Out Form (i) is consistent with the industry standard and (ii) was reasonably calculated to ensure that each Holder of Claims or Interests in each Class was informed of its ability to opt out of the releases and the consequences for failing to timely do so. For the avoidance of doubt, any party that validly elected in the Release

Opt-Out Form or in the Ballot to opt out of the Third-Party Releases prior to any deadline to submit a Ballot, whether under any original or extended deadline, shall be neither a Released Party nor a Releasing Party under the Plan.

ee. Accordingly, as has been established based upon the record in these Chapter 11 Cases, the Supporting Declarations, and the evidence presented in connection with the Combined Hearing, the release provisions contained in Article XII of the Plan (i) were integral to the agreements among the various parties in interest and are essential to the formulation and implementation of the Plan, as required by section 1123 of the Bankruptcy Code, (ii) are consistent with and permissible under applicable law, (iii) were given in exchange for good and valuable consideration provided by the Released Parties, (iv) are in the best interests of the Debtors, the Debtors' Estates, holders of Claims and Interests, and all other parties in interest, (v) were negotiated in good faith and at arm's length, (vi) confer substantial benefits on the Debtors, the Debtors' estate, and the Debtors' creditors, and (vii) are fair, equitable, and reasonable, and failure to implement the Debtor Releases, Third-Party Releases, injunctions, and exculpation provisions set forth in the Plan and approved in this Confirmation Order would seriously impair and jeopardize the Debtors' ability to confirm and implement the Plan, and the compromises and settlements provided therein.

ff. The exculpation provisions contained in the Plan and this Confirmation Order are appropriately tailored to the circumstances of these Chapter 11 Cases and are appropriate under applicable law, including *NexPoint Advisors, L.P. v. Highland Cap. Mgmt., L.P. (In re Highland Cap. Mgmt., L.P.)*, 48 F.4th 419 (5th Cir. 2022) and *Highland Cap. Mgmt. Fund Advisors, L.P. v. Highland Cap. Mgmt., L.P. (In re Highland Capital Mgmt., L.P.)*, 132 F.4th 353 (5th Cir. 2025), because they are supported by proper evidence, proposed in good faith, formulated following

extensive good faith, arm's-length negotiations with key constituents, and appropriately limited in scope. The Exculpated Parties reasonably relied upon the exculpation provisions as a material inducement to engage in postpetition negotiations with the Debtors and other key stakeholders that culminated in the Plan, the Plan Settlement (including the Plan Support Agreement Term Sheet), the FILO Settlement (as defined in the Disclosure Statement), and all other settlements and compromises therein that maximize value for the Debtors' Estates. The record in these Chapter 11 Cases supports that the exculpation provisions are appropriately tailored to protect the Exculpated Parties from unnecessary litigation and contain appropriate carve outs for actions determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence.

gg. The record in these Chapter 11 Cases further supports that the members of the Transformation Committee exhibited the highest standards of professionalism and due diligence in the performance of all of their roles as managers, directors, and officers in these cases. The members of the Transformation Committee (i) were integral to the restructuring, (ii) exercised the highest level of prudent business judgment after exhaustive diligence in their decision making; (iii) satisfied such duties fully, completely, professionally and admirably at all times and in all capacities throughout these Chapter 11 Cases.

hh. The injunction provisions contained in the Plan are essential to the Plan, are appropriate under applicable law, including *Highland Cap. Mgmt. Fund Advisors, L.P. v. Highland Cap. Mgmt., L.P. (In re Highland Capital Mgmt., L.P.)*, 132 F.4th 353 (5th Cir. 2025), and are necessary to implement the Plan and to preserve and enforce the discharge, release, and exculpation provisions of the Plan. The injunction provisions are appropriately tailored to achieve those purposes. Subject in all respects to Section 13.1 of the Plan, no Entity may commence or

pursue a Claim or Cause of Action of any kind against any Released Party (solely with respect to Claims or Causes of Action that purportedly may be assertable by, or on behalf of, a Releasing Party) or Exculpated Party that arose or arises from, in whole or in part, such Claims and Causes of Action as described in Section 12.5(b) of the Plan, without this Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable claim that has not, with respect to a Released Party, been released under the Plan or, with respect to an Exculpated Party, been exculpated under the Plan and (ii) specifically authorizing such Entity to bring such Claim or Cause of Action against any such Released Party or Exculpated Party.

ii. The record of the Combined Hearing and the Chapter 11 Cases is sufficient to support the injunctions, releases, and exculpation provided for in Article XII of the Plan and in this Confirmation Order. Accordingly, based upon the record of the Chapter 11 Cases, the representations of the parties, and/or the evidence proffered, adduced, and/or presented at the Combined Hearing, the injunctions, releases, and exculpation set forth in Article XII of the Plan and in this Confirmation Order are consistent with the Bankruptcy Code and applicable law and are approved.

jj. For purposes of the *Order (I) Approving Debtors' Proposed Form of Adequate Assurance of Payment for Future Utility Companies; (II) Approving Debtors' Proposed Procedures for Resolving Additional Assurance Requests, and; (III) Prohibiting Utility Providers from Altering, Refusing, or Discontinuing Service; and (IV) Granting Related Relief* (Docket No. 91) (the “**Utilities Order**”), each Debtor has sold all or substantially all of its assets.

kk. Administrative Expense Claims Consent Program. The Administrative Expense Claims Consent Program Opt-Out Form was distributed to eligible holders of Administrative Expense Claims as of May 21, 2025 (the “**Administrative Claims Record Date**”). The

establishment and notice of the Administrative Claims Record Date were reasonable and sufficient. The Administrative Expense Claims Consent Program Condition has been waived in accordance with the Plan.

ll. Certain holders of Claims entitled to priority under section 507 of the Bankruptcy Code have entered into settlements with the Debtors (including, for the avoidance of doubt, by failing to opt out of the Administrative Expense Claims Consent Program after being duly served with an election form in accordance with the Disclosure Statement Order) whereby such holder has agreed to accept a different treatment than that provided for by sections 1129(a)(9) of the Bankruptcy Code. For any holder that has not agreed to such an alternative treatment, Section 2.1 of the Plan provides that such holder shall receive treatment consistent with section 1129(a)(9) of the Bankruptcy Code. As such, the Plan complies with the requirements of section 1129(a)(9) of the Bankruptcy Code.

mm. As evidenced by the Solicitation Affidavits and the Solicitation Declaration, all parties required to be given notice of the Administrative Expense Claims Consent Program have been given due, proper, adequate, timely, and sufficient notice of the Administrative Expense Claims Consent Program in accordance with the Disclosure Statement Order, and such parties had an opportunity to appear and be heard with respect thereto. The procedures to opt out of the Administrative Expense Claims Consent Program provide adequate procedures to solicit opt-out elections from eligible holders of Administrative Expense Claims with respect to the Administrative Expense Claims Consent Program and otherwise to inform eligible holders regarding their rights and available choices with respect to such program. No other or further notice is required with respect thereto.

nn. Modifications to Plan. Pursuant to section 1127 of the Bankruptcy Code, the modifications to the Plan made after solicitation of the Plan or in this Confirmation Order (including any modifications announced on the record of the Combined Hearing) constitute technical or clarifying changes, changes with respect to particular Claims or Interests by agreement with holders of such Claims or Interests, or such modifications do not materially and adversely affect or change the treatment of any other Claim or Interest under the Plan. Notice of these modifications was adequate and appropriate under the facts and circumstances of these Chapter 11 Cases. In accordance with Bankruptcy Rule 3019, these modifications do not require additional disclosure under section 1125 of the Bankruptcy Code or the re-solicitation of votes under section 1126 of the Bankruptcy Code, and they do not require that holders of Claims or Interests be afforded any further opportunity to change previously cast acceptances or rejections of the Plan. Accordingly, the Plan is properly before this Court, and all votes cast with respect to the Plan prior to such modification shall be binding and shall apply with respect to the Plan.

oo. Compromises and Settlements. The Plan is deemed to constitute a motion under section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 with respect to all settlements provided for therein, including but not limited to, the PBGC Settlement, each settlement of Administrative Expense Claims under the Administrative Expense Claims Consent Program, the FILO Settlement, and the Plan Settlement (collectively, the “**Plan Settlements**”). Entry of this Confirmation Order constitutes this Court’s approval of the terms of the Plan Settlements provided for under the Plan and compromises, including the releases in connection with the Plan Settlements. For the avoidance of doubt, the FILO Settlement was approved by this Court pursuant to the *Order (I) Approving Settlement with FILO Secured Parties; (II) Authorizing and Directing Transfer of Assets in Connection Therewith; (III) Authorizing Amendment to FILO*

DIP Credit Agreement and Continued Use of Cash Collateral; (IV) Granting Adequate Protection; (V) Approving Assumption and Assignment Procedures and Form and Manner of Notice of Assumption and Assignment; and (VI) Granting Related Relief (Docket No. 5035) (the “**FILO Settlement Order**”), and nothing in the Plan or this Confirmation Order or otherwise shall modify the FILO Settlement Order. In accordance with section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions, releases, and other benefits provided under the Plan and with the support of the various creditors, stakeholders, and other parties in interest, including the FILO Parties and the Creditors’ Committee and its members: (i) Philips North America LLC; (ii) Medline Industries LP; (iii) Cross Country Healthcare, Inc.; (iv) Cerner Corporation; (v) Sodexo, Inc.; (vi) R1 RCM, Inc.; (vii) Creditor Initials: J.D.C.; (viii) Pension Benefit Guaranty Corporation; and (ix) 1199SEIU United Healthcare Workers East (collectively, the “**Creditors’ Committee Members**”), the provisions of the Plan, including the Plan Settlements, constitute a good faith compromise and settlement of all Claims, Causes of Action, disputes, and controversies released, settled, compromised, or otherwise resolved pursuant to the Plan. In addition, the compromises and Plan Settlements embodied in the Plan are integral to the Plan and preserve value by enabling the Debtors to avoid extended, value-eroding litigation. Entry of this Confirmation Order constitutes this Court’s approval of the Plan Settlements, and a finding by this Court that the Plan Settlements are fair, equitable, and reasonable and in the best interests of the Debtors, the Debtors’ Estates, and holders of Claims and Interests because, among other things: (a) each of the Plan Settlements reflects a reasonable balance between the possible success of litigation with respect to each of the settled claims and disputes, on the one hand, and the benefits of fully and finally resolving such claims and disputes and allowing the Debtors to expeditiously exit chapter 11, on the other hand; (b) absent each of the Plan Settlements, there is a

likelihood of complex and protracted litigation with the attendant expense, inconvenience, delay and uncertainty that has a possibility to derail the Debtors' efforts to maximize value for their creditors and would jeopardize the Debtors' ability to confirm and implement the Plan, and the compromises and settlements provided therein; (c) each of the parties supporting each of the Plan Settlements, including the Debtors, the FILO Parties, the Creditors' Committee, and the PBGC, are represented by counsel that is recognized as being knowledgeable, competent, and experienced; (d) each of the Plan Settlements is the product of arm's-length bargaining and good faith negotiations between sophisticated parties; and (e) each of the Plan Settlements will maximize the value of the Debtors' Estates and distributions to holders of Allowed Claims and is essential to the successful implementation of the Plan. Based on the foregoing, the Plan Settlements satisfy the requirements of applicable Fifth Circuit law for approval of settlements and compromises pursuant to section 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019, and the Plan Settlements are hereby approved.

pp. Litigation Trust. In accordance with paragraph 11 of the FILO Settlement Order, and the terms of the Plan, the Litigation Trustee shall be a fiduciary and owe fiduciary duties to all beneficiaries of the Litigation Trust, collectively, and, without limitation, shall act as a 'trustee' with respect to the Litigation Trust Assets for purposes of rights granted under 11 U.S.C. § 108, with the authority of a debtor-in-possession or trustee to assert such rights under said statute, whether in judicial, administrative or arbitration proceedings, whether during or after the pendency of these cases. For the avoidance of doubt, the beneficiaries of the Litigation Trust include holders of Class B Interests, and accordingly, the Litigation Trustee shall be a fiduciary and owe fiduciary duties to the Estates, in their capacities as beneficiaries of the Class B Interests, collectively with the beneficiaries of the Class A Interests, with respect to the Litigation Trust Assets and the pursuit

thereof. Such fiduciary duties of the Litigation Trustee pursuant to paragraph 11 of the FILO Settlement Order shall be without limitation to any other duties or obligations expressly provided for in this Confirmation Order or the Litigation Trust Agreement.

qq. Good Faith. The Debtors have proposed the Plan and all documents necessary to effectuate the Plan, contained in the Plan, or contemplated by the Plan, including the Disclosure Statement, Plan Supplement and, for the avoidance of doubt, the Definitive Documents (collectively, the “**Plan Documents**”) in good faith and not by any means forbidden by applicable law. In so finding, this Court has considered the totality of the circumstances of these cases, the formulation and negotiation of the Plan and all modifications thereto, the Plan Settlement, the FILO Settlement, and the Administrative Expense Claims Consent Program. The Debtors’ good faith is evident from the facts and record of these Chapter 11 Cases, the Solicitation Materials, the Supporting Declarations, the record of the Combined Hearing, and other proceedings held before this Court in these Chapter 11 Cases. The Plan Documents were negotiated at arm’s length in good faith. The Debtors, the FILO Parties, the Creditors’ Committee, the Released Parties, the Exculpated Parties, and each of the foregoing Person’s applicable Related Parties, including, without limitation, the Litigation Funding Agent, the Class A-2 Representative and the Class B Representative, have been and will be acting in good faith if they proceed to: (i) consummate the Plan and the agreements, settlements, transactions, distributions, and other transfers contemplated therein and in this Confirmation Order, including the funding or deemed funding (in each case, to the extent applicable), of the Litigation Funding and Estate Funding in accordance with the terms and conditions of the Commitment Letter (as defined in the FILO Settlement Order); (ii) make any distributions pursuant to the terms and conditions of the Plan, the Litigation Trust Agreement, and this Confirmation Order, as applicable; (iii) carry out any transactions contemplated by the Plan,

including, without limitation, the establishment and administration of the Litigation Trust in accordance with the FILO Settlement Order and Litigation Trust Agreement; and (iv) take any actions authorized by the Plan and this Confirmation Order.

rr. Substantive Consolidation. The evidence in support of the Plan that was proffered or adduced at or prior to the Combined Hearing, including the Initial Castellano Declaration, the Castellano Declaration, and all other pleadings in support of the Plan, established that the substantive consolidation of the Chapter 11 Cases of the Debtors for distribution purposes pursuant to this Confirmation Order and Section 5.3 of the Plan is (i) in the best interests of the Debtors, the Estates, and all holders of Claims, (ii) fair, equitable, and reasonable, (iii) effected after due notice and opportunity for a hearing, and (iv) appropriate under Bankruptcy Code sections 105(a) and 1123(a)(5)(C).

ss. Satisfaction of Confirmation Requirements. The Plan satisfies the requirements for confirmation by a preponderance of the evidence, which is the applicable evidentiary standard for Confirmation, as set forth in section 1129 of the Bankruptcy Code.

tt. Likelihood of Satisfaction of Conditions Precedent to Effective Date. Each of the conditions precedent to the Effective Date, as set forth in Article XI of the Plan, has been or is reasonably likely to be satisfied or waived in accordance with the Plan.

ORDER

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

A. Findings of Fact and Conclusions of Law

1. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as though fully set forth herein and shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable herein by Bankruptcy Rule

9014. All findings of fact and conclusions of law announced by this Court on the record at the Combined Hearing in relation to Confirmation of the Plan and/or final approval of the Disclosure Statement are hereby incorporated into this Confirmation Order. To the extent that any finding of fact shall be determined to be a conclusion of law, it shall be deemed so, and vice versa.

B. Notice of the Combined Hearing, Solicitation, and Tabulation

2. Notice of the Combined Hearing, the Solicitation, and the tabulation of submitted Ballots, Administrative Expense Claim Opt-Out Forms, Release Opt-Out Forms, and Medical Liability Claims Procedures complied with the Disclosure Statement Order, were appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases, uncontroverted, and were in compliance with the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

C. Final Approval of Disclosure Statement

3. The Disclosure Statement is approved on a final basis as having adequate information as contemplated by section 1125(a)(1) of the Bankruptcy Code.

D. Confirmation of Plan

4. As modified by the Confirmation Order, the Plan and each of its provisions are confirmed pursuant to section 1129 of the Bankruptcy Code. The Plan Documents, including, without limitation, the Plan Supplement, are hereby authorized and approved. The terms of the Plan and the Plan Documents are incorporated herein by reference and are an integral part of this Confirmation Order. The terms of the Plan, the Plan Documents, all exhibits thereto, and all other relevant and necessary documents shall be effective and binding as of the Confirmation Date or Effective Date, as applicable, upon the Estate Representative, the Litigation Trustee, any and all holders of Claims or Interests (irrespective of whether holders of such Claims or Interests have, or are deemed to have, accepted the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, discharges, and injunctions described in the Plan, each Entity

acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. Except as provided by this Confirmation Order, subject to the terms of the Plan, including Section 14.6 thereof, the Estate Representative is authorized to alter, amend, update, or modify the Plan Documents on or prior to the Effective Date. The failure to specifically include or refer to any particular article, section, or provision of the Plan or the Plan Documents in this Confirmation Order shall not diminish or impair the effectiveness or enforceability of such article, section, or provision nor constitute a waiver thereof, it being the intent of this Court that the Plan is confirmed in its entirety and incorporated herein by this reference.

5. All actions contemplated to take place upon or following the Confirmation Date pursuant to the Plan or any of the Plan Documents are hereby authorized. The Estate Representative, the Plan Trust, the Litigation Trust, or any other party contemplated by the Plan Documents, as applicable, are authorized to take all actions required under the Plan or the Plan Documents to effectuate the Plan and the Plan Documents and the transactions contemplated therein.

E. Objections

6. Except as set forth herein, any objections (including any reservations of rights contained therein) to Confirmation of the Plan and/or final approval of the Disclosure Statement, including, but not limited to, the objections filed at Docket Nos. 5173, 5186, 5201, 5268, 5270, 5275, 5276, 5279, 5284, 5286, 5287, 5288, 5289, 5290, 5291, 5293, 5294, 5295, 5296, 5297, 5298, 5301, 5305, 5306, 5307, 5309, 5311, 5313, 5314, 5316, 5318, 5320, 5328, 5329, 5332, 5331, 5334, 5335, 5336, 5337, 5339, 5340, 5341, 5342, 5344, 5346, 5315, 5350, 5352, 5355, 5366, and 5369, or other responses or reservations of rights with respect to Confirmation of the Plan and/or final approval of the Disclosure Statement that have not been withdrawn or resolved prior to entry of

this Confirmation Order shall be, and hereby are, overruled on the merits and denied. All objections to Confirmation of the Plan not filed and served prior to the Objection Deadline, if any, are deemed waived and shall not be considered by this Court.

7. *Reservations of Rights.* Notwithstanding anything to the contrary in this Confirmation Order, the reservations of rights and all other terms and provisions included on **Schedule 1** attached hereto are incorporated by reference herein.

F. No Action

8. Pursuant to the appropriate provisions of any applicable state's general corporation or limited liability company laws, other applicable non-bankruptcy law, and section 1142(b) of the Bankruptcy Code, (i) no action of the respective directors, managers, members, stockholders, or other equity holders of the Debtors shall be required to authorize the Debtors or other applicable Estate Representative to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Plan, including any Plan Document, and any contract, instrument, or other document to be executed, delivered, adopted, or amended in connection with the implementation of the Plan, including any Plan Document, and (ii) to the extent the Debtors or other applicable Estate Representative determines (a) any Entity is a necessary party to execute and deliver or join in the execution or delivery of any instrument required to effect a transfer of property dealt with by the Plan, including any Plan Document, or (b) any Entity (other than any party to the FILO Settlement Term Sheet, the Litigation Trust, or the Litigation Trustee) is a necessary party to perform any other act in furtherance of the transactions contemplated by the Plan and the transactions contemplated by the Plan or this Confirmation Order, including any Plan Document, and this Confirmation Order, and in furtherance of consummation of the Plan, and, in each case, such Entity is so informed by the Debtors or other applicable Estate Representative,

then such Entity is directed to take such steps as necessary to comply with the foregoing and section 1142(b) of the Bankruptcy Code.

G. Governmental Approvals Not Required

9. Except as otherwise expressly set forth herein, or as set forth in the Plan Documents, including the Plan Supplement, this Confirmation Order constitutes 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 and consummation of the Plan and the Plan Documents and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan or the Plan Documents to the fullest extent permitted by law and nothing herein to the contrary shall diminish the authority of section 1142 of the Bankruptcy Code.

H. Implementation

10. The Debtors, the Plan Trust, or other applicable Estate Representative and the appropriate officers, representatives, trustees, and members of the boards of managers or boards of directors thereof (including, for the avoidance of doubt, the Plan Administrator Committee), as applicable, shall be authorized to and may issue, execute, deliver, file, or record such documents, securities, contracts, instruments, releases, and other agreements, including the Plan Documents, and take any other actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, including any and all transactions or other actions delineated in the Plan or otherwise contemplated by the Plan or the Plan Documents, including the conversion, merger, or dissolution of any Debtor, without the need for any further approvals (including, without limitation, by any stockholder, member, equity holder, board of directors, or board of managers), authorization, or consents, except for those expressly required pursuant to the Plan. All actions contemplated by the Plan, including all actions in connection with any Plan Document, are hereby effective and authorized to be taken on, prior to, or after the Effective Date,

as applicable, without further application to, or order of this Court, or further action by the respective officers, directors, managers, members, stockholders, or equity holders of the Debtors.

11. This Confirmation Order authorizes (i) the creation and implementation of the Plan Trust in accordance with the terms of this Confirmation Order, the Plan, and the Plan Trust Agreement, and (ii) the appointment of (a) the Plan Administrator Committee in accordance with the terms of Section 5.10 of the Plan and (b) the Plan Trustee in accordance with Section 6.3 of the Plan to accomplish the purposes of the Plan Trust, as set forth in and subject to the Plan Trust Agreement and the Plan, notwithstanding any otherwise applicable non-bankruptcy law.

12. Except as otherwise provided in the Plan (including in all respects Sections 12.6(a), 12.6(b), 12.7, and 12.8 of the Plan), the Plan Documents, the Plan Supplement, the FILO Settlement Order, or this Confirmation Order, on and after the Litigation Trust Establishment Date or Plan Trust Establishment Date (as applicable), pursuant to sections 1141(b) and (c) of the Bankruptcy Code, the Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors under or in connection with the Plan or the Plan Supplement, shall vest in the Litigation Trust or the Plan Trust (as applicable) free and clear of all Claims, Liens, encumbrances, charges, constructive trusts, and other interests to the extent permitted under applicable law. The Litigation Trust shall issue (i) the Class A-1 Trust Interests to the Litigation Funders; (ii) the Class A-2 Trust Interests to the FILO Parties; and (iii) the Class B Trust Interests to Steward Health Care Holdings LLC on behalf of the Estate (each as defined in the Litigation Trust Agreement) as provided for in the Plan, FILO Settlement, and the Litigation Trust Agreement. For the avoidance of doubt, nothing in this Confirmation Order alters, supersedes, limits, or amends any releases granted by any prior order of this Court, including, but not limited to those set forth in the FILO Settlement Order.

13. Pursuant to the terms of the Plan (in accordance with the Litigation Trust Agreement, and Plan Trust Agreement, as applicable), on and after the Plan Trust Establishment Date or Litigation Trust Establishment Date (as applicable), the Plan Administrator Committee, the Plan Trustee or Litigation Trustee (as applicable) may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Interests without supervision of or approval by the Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than, with respect to the Plan Trustee, restrictions expressly imposed by the Plan or this Confirmation Order.

I. Plan Administrator Committee

14. As set forth in Section 5.10 of the Plan, on and after the Confirmation Date and until the Plan Trust Establishment Date, the Plan Administrator Committee shall have exclusive governance rights of the Estates and be authorized to implement the Plan and any applicable orders of the Court in accordance with the Plan Administrator Agreement, pursuant to the terms and conditions of the Plan. The Plan Administrator Committee shall initially be comprised of Monica Blacker, Alan J. Carr, and William Transier. Monica Blacker shall serve as the initial chairperson of the Plan Administrator Committee (the “**Committee Chairperson**”). Except as otherwise provided in the Plan Trust Agreement, any decision by the Plan Administrator Committee shall require the affirmative vote of at least two (2) of the three (3) members of the Plan Administrator Committee; provided that the Plan Administrator Committee shall not act without the consent of the Committee Chairperson. Upon the Plan Trust Establishment Date, the Plan Trustee shall accede to the rights and obligations of the Plan Administrator Committee. Subject to the terms of the Plan Documents, the Estate Representative may retain professionals and pay the charges that it incurs on behalf of the Estates after the Confirmation Date for professionals’ fees, disbursements, expenses, or related support services without application to the Court. Notwithstanding

Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, the provisions of this paragraph shall become immediately effective and enforceable and deemed binding upon entry of this Confirmation Order.

J. Wind Down

15. Pursuant to the Plan and subject to the Wind Down Budget, the Estate Representative shall implement the Wind Down. On the Confirmation Date, the Wind Down Reserve shall be established in accordance with the Wind Down Budget and the Plan. The Estate Representative may use the funds in the Wind Down Reserve to fund the Wind Down solely in accordance with the Wind Down Budget and the Plan. For the avoidance of doubt, neither the FILO Parties nor the Litigation Trust shall have any obligation to fund the Wind Down Reserve, other than providing the Estate Funding in accordance with the terms of the FILO Settlement Order, and no Retained Collateral or proceeds thereof shall be used to fund the Wind Down Reserve; *provided* that for the avoidance of doubt, the foregoing shall not limit the Litigation Trusts' obligations under the Litigation Trust Agreement.

16. In accordance with the Plan and pursuant to this Confirmation Order, confirmation of the Plan does not provide the Debtors with a discharge under section 1141 of the Bankruptcy Code, because the Debtors and their Estates will be wound down in accordance with the Plan.

K. Plan Transactions

17. The Debtors or the applicable Estate Representative may take all actions consistent with this Confirmation Order and the Plan as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate any transactions contemplated in the Plan, this Confirmation Order, or the Plan Documents, including, for the avoidance of doubt, the Wind Down.

18. This Confirmation Order shall, and shall be deemed to, pursuant to sections 363, 1123, 1142, 1145, and 1146 of the Bankruptcy Code, authorize, among other things, all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including the Wind Down, and, to the extent such actions were taken before the Confirmation Date, such actions are ratified in all respects, and, in each case, no further approvals, authorization, or consents shall be required, except those expressly required pursuant to the Plan or this Confirmation Order. The FILO Parties, the Creditors' Committee and the Creditors' Committee Members, each of the foregoing Person's Related Parties, and any other parties necessary to effectuate, to the fullest extent permitted under section 1142 of the Bankruptcy Code, any transactions approved by, contemplated by, or necessary to effectuate the Plan, shall be deemed to consent to any such transactions.

L. Administrative Expense Claims Bar Date

19. Each Entity that asserts an Administrative Expense Claim against the Debtors on account of a Claim (i) for which a proof of claim was not required to be submitted pursuant to the Bar Date Order or Administrative Expense Claims Bar Date Order, and (ii) which is not a Professional Fee Claim, must file an original written proof of administrative expense claim, substantially in the form attached hereto as **Exhibit D** (a "**Proof of Administrative Claim**"). Any such Proofs of Administrative Claim must be filed so they are actually received by Kroll by (i) the first Business Day that is twenty (20) days following the Confirmation Date with respect to Administrative Expense Claims (other than Professional Fee Claims) held by any Entity (including any Governmental Unit) arising prior to the Confirmation Date that are not subject to the Administrative Expense Claims Bar Date Order, or (ii) the first Business Day that is twenty (20) days following the Effective Date, with respect to Administrative Expense Claims (other than

Professional Fee Claims) held by any Entity (including any Governmental Unit) arising between the Confirmation Date and the Effective Date (the “**Administrative Expense Claims Bar Date**”).

20. Holders of Administrative Expense Claims that are required to file a request for payment of such Administrative Expense Claims and that do not file such a request by the Administrative Expense Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors and their successors, as applicable, and their property, and such Administrative Expense Claims shall be deemed compromised, settled, and released without consideration as of the Effective Date. The Debtors may agree to extend the Administrative Expense Claims Bar Date or otherwise modify the requirements hereunder on behalf of a requesting claimant following consultation with the Creditors’ Committee and the FILO Parties.

21. For the avoidance of doubt, until the Effective Date of the Plan, the provisions of paragraph 16 of the Administrative Expense Claims Bar Date Order shall continue in full force and effect, and Administrative Expense Claims that were required to have been filed pursuant to the Administrative Expense Claims Bar Date Order shall not be entitled to payment prior to the Effective Date of the Plan unless otherwise ordered by the Court. The procedures set forth in Article IX of the Plan apply to the holders of Administrative Expense Claims.

M. Administrative Expense Claims Consent Program

22. The holders of Allowed Administrative Expense Claims that received an Administrative Expense Claims Consent Program Opt-Out Form that did not timely, properly, and affirmatively opt-out of the Administrative Expense Claims Consent Program will receive a recovery of 50% of their applicable reconciled Administrative Expense Claim listed on the Administrative Expense Claims Consent Program Opt-Out Form (each, a “**Settled Administrative Expense Claim**”). On the first Business Day after the date that is (45) calendar

days after the Confirmation Date, or as soon thereafter as reasonably practicable, distributions to holders of Settled Administrative Expense Claims shall have commenced, and each holder of a Settled Administrative Expense Claim shall receive their Pro Rata Share of the Settled Administrative Expense Claims Cash Pool, up to their Settled Administrative Expense Claim, with the balance of the Settled Administrative Expense Claim paid in Cash in accordance with Section 2.1(a) of the Plan; *provided* that the holders of such Settled Administrative Expense Claims shall not seek payment of the remainder of their Settled Administrative Expense Claims prior to the effective date of any chapter 11 plan.

23. The terms of the Administrative Expense Claims Consent Program, including all other relevant and necessary documents related thereto, shall be effective immediately and binding on all parties in interest upon the entry of this Confirmation Order. The failure to specifically include or refer to any related document in this Confirmation Order does not diminish or impair the effectiveness or enforceability of such document, it being the intention of the Court that all such documents are approved in their entirety.

24. Unless otherwise agreed or stipulated to by the Debtors: (i) all Settled Administrative Expense Claims shall be deemed Allowed subject to and in accordance with the terms of the Administrative Expense Claims Consent Program and this Confirmation Order, (ii) all Administrative Expense Claims held or asserted by the holders that were sent an Administrative Expense Claims Consent Program Opt-Out Form and did not timely, properly, and affirmatively opt out in the Administrative Expense Claims Consent Program shall be disallowed other than the Settled Administrative Expense Claims, and (iii) all other Administrative Expense Claims shall not be treated as Settled Administrative Expense Claims. Kroll, as claims and noticing agent, is hereby authorized to update the claims register (i) for these chapter 11 cases to reflect this

paragraph 24 and with respect to the implementation of the Administrative Expense Claims Consent Program, and (ii) any other agreements set forth in this Confirmation Order. Holders of Administrative Expense Claims that did not timely, properly, and affirmatively opt out of the Administrative Expense Claims Consent Program are deemed to accept treatment under the Plan and the Administrative Expense Claims Consent Program in accordance therewith in satisfaction of section 1129(a)(9) of the Bankruptcy Code.

N. Specified Claims Bar Date

25. Notwithstanding anything in any prior order of the Bankruptcy Court to the contrary, including, but not limited to, the Bar Date Order, any Entity that (i) asserts any claim of an employee of the Debtors for unused paid time off (other than an employee of the Debtors subject to the Bar Date Order); (ii) asserts any claim that is solely against any non-Debtor affiliate(s); and/or (iii) is a non-Debtor affiliate asserting a claim against a Debtor affiliate (collectively, the “**Specified Claims**”) must file a proof of claim in substantially the form attached to the Bar Date Order as Exhibit 1 thereto (the “**Proof of Claim**”) so that it is actually received by Kroll on or before the first Business Day that is twenty (20) days following the Confirmation Date with respect to Specified Claims held by any such Entity arising prior to the Petition Date (the “**Specified Claims Bar Date**”).

O. Medical Liability Claims

26. Following entry of the Confirmation Order, and notwithstanding anything to the contrary in a Plan Document, the automatic stay shall remain in effect with respect to all Medical Liability Claims against the Debtors and shall only be modified in accordance with the Medical Liability Claims Procedures.

P. Claim Allowance and Disallowance

27. All Claims expressly Allowed or Disallowed pursuant to the Plan and/or this Confirmation Order shall be Allowed or Disallowed, respectively, and the Claims and Noticing Agent is authorized to update the claims register maintained in the Chapter 11 Cases accordingly.

Q. Distributions

28. The Debtors or the applicable Estate Representative are authorized and directed to make all distributions under the Plan pursuant to the terms of the Plan and to pay, as applicable, any fees and expenses approved by this Confirmation Order or any other order of this Court.

R. Executory Contracts and Unexpired Leases

29. Pursuant to Article X of the Plan, as of and subject to the occurrence of the Effective Date, all Executory Contracts and Unexpired Leases to which any of the Debtors are a party shall be deemed rejected except for an Executory Contract or Unexpired Lease that: (i) is specifically and expressly designated as a contract or lease to be assumed pursuant to the Plan, including as set forth in the Schedule of Assumed Contracts or Confirmation Order; (ii) was previously assumed or rejected by the Debtors pursuant to a Final Order of the Court or assumed and assigned pursuant to pursuant to a Final Order of the Court; (iii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iv) is the subject of a separate pending assumption or rejection motion on or before the Effective Date; (v) is the subject of a pending Cure Dispute; (vi) is a contract, lease, or other agreement or document entered into in connection with the Plan; or (vii) is a D&O Policy or other insurance policy to which any Debtor or Estate Representative is a beneficiary or an insured. For the avoidance of doubt, the Estate Representative may seek to assume, assume and assign, or reject an Executory Contract and Unexpired Lease at any time prior to the Effective Date, whether or not such Executory Contract or Unexpired Lease is listed on the Schedule of Assumed Contracts.

30. Subject to (i) Section 10.3 of the Plan or resolution of any dispute with respect to the contracts or leases subject to such disputes and (ii) the occurrence of the Effective Date, entry of the Order shall constitute approval of the assumptions, assumptions and assignments, or rejections, as applicable, provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by this Court that the Debtors or applicable Estate Representative, or the assignee of such Executory Contract or Unexpired Lease (as applicable) have provided adequate assurance of future performance under such Executory Contract or Unexpired Lease. Each Executory Contract and Unexpired Lease assumed pursuant to the Plan shall vest in and be fully enforceable in accordance with its terms, except as modified by the provisions of the Plan, any Final Order of this Court authorizing and providing for its assumption, or applicable law.

31. Notwithstanding anything to the contrary herein, all rights and obligations of the Debtors under or with respect to any Executory Contracts and Unexpired Leases to which any of the Debtors are a party shall vest in the Plan Trust on the Plan Trust Establishment Date, whether or not such Executory Contracts or Unexpired Leases are otherwise pending assumption, assumption and assignment, or rejection in accordance with Section 10.1(a) of the Plan, and the Plan Trust shall have all rights of the Debtors to assume, assume and assign, or reject such Executory Contracts or Unexpired Leases on or prior to the Effective Date.

32. The Litigation Trustee's retention of a professional retained by the Debtors, the Litigation Trust, or any party in interest (including the Plan Trust) during or after these Chapter 11 Cases shall not be deemed a conflict of interest, or to the extent such conflict of interest exists, such conflict is hereby waived by the Debtors and the Litigation Trust. Any and all contracts assumed and assigned to the Litigation Trust pursuant to the assumption and assignment

procedures set forth in paragraphs 29 through 41 of the FILO Settlement Order shall be deemed assigned as of the Litigation Trust Establishment Date, and any cure costs associated therewith shall be paid by the Litigation Trust in accordance with the terms of the FILO Settlement Order.

S. Compromises and Settlements

33. The Plan is a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, equitable, and subordination rights that a holder of a Claim or Interest may have with respect to any Claim or Interest and any distribution to be made on account of such Claim or Interest.

34. The entry of this Confirmation Order constitutes this Court's approval, of the compromise and settlement of all such Claims, Interests, and controversies, as well as a finding by the Court that the Plan Settlements are in the best interests of the Debtors, their Estates, and holders of such Claims and Interests, and are fair, equitable, and reasonable. The compromises, settlements, and releases described in the Plan shall be deemed non-severable from each other and from all other terms of the Plan. In accordance with and subject to the provisions of the Plan (including the consent rights thereunder) and the FILO Settlement Order, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of this Court, after the Confirmation Date, the Debtors or the applicable Estate Representative may compromise and settle any Claims against, and Interests in, the Debtors and the Debtors' Estates.

35. The provisions of the Plan Settlements constitute a good faith compromise and settlement among the Debtors and the applicable parties of all Claims, Causes of Action, Interests, and controversies among such parties, including all potential Claims, Causes of Action, Interests, and controversies between the Debtors, the FILO Parties, the Creditors' Committee and its members, the PBGC, and each of the foregoing Person's applicable Related Parties, and are in consideration of the value provided to the Estates by such parties pursuant to the Plan Settlements.

The Plan shall be deemed a motion to approve the Plan Settlements as a good faith compromise and settlement of all of the Claims, Interests, Causes of Action and controversies described in the foregoing sentence pursuant to sections 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019. Entry of this Confirmation Order constitutes this Court's approval of the Plan Settlements, as well as a finding by this Court that the Plan Settlements are in the best interests of the Debtors, the Debtors' Estates, and holders of Claims and Interests and are fair, equitable, and reasonable.

36. Certain Claims and Causes of Action may exist between one or more of the Debtors and one or more of their Affiliates, which Claims and Causes of Action may have been settled, and any such settlements are reflected in the treatment of the Intercompany Claims and the Claims against and Interests in each Debtor entity, provided that, for the avoidance of doubt, Claims and Causes of Action are expressly preserved as against TRACO. The Plan shall be deemed a motion to approve the good faith compromise and settlement of any such Intercompany Claims and Causes of Action pursuant to Bankruptcy Rule 9019.

37. Notwithstanding anything to the contrary in the Plan, the Debtors, the Estate Representative, the Plan Trust, the Litigation Trust, the FILO Parties, the Creditors' Committee and its members, and the Related Parties for each of the foregoing shall not incur liability for any Cause of Action or Claim related to any act or omission in connection with, relating to, or arising out of, in whole or in part, (1) the solicitation of acceptance or rejection of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, or (2) the participation, in good faith and in compliance with the applicable provisions of the Bankruptcy Code, in the offer, issuance, sale, or purchase of any security offered or sold under the Plan. No Entity may commence or pursue a Claim or Cause of Action of any kind against any Debtor, the Estate

Representative, the Litigation Trust, the FILO Parties, the Creditors' Committee or its members, or the Related Parties for each of the foregoing that arose or arises from, in whole or in part, a Claim or Cause of Action subject to this decretal paragraph 37 of this Confirmation Order, without this Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable Claim that is not otherwise inconsistent with the terms and provisions of the Plan and this Confirmation Order for actual fraud, gross negligence, or willful misconduct against any such Debtor, the Estate Representative, the Litigation Trust, the FILO Parties, the Creditors' Committee, or any of the foregoing Party's Related Parties and such party is not exculpated pursuant to this provision; and (ii) specifically authorizing such Entity to bring such Claim or Cause of Action against such Debtor, the FILO Parties, the Creditors' Committee, or any of the foregoing Person's Related Parties.

38. Upon the entry of this Confirmation Order, PBGC shall grant a full release of all claims and causes of action against all the Debtors (and any successor-in-interest thereto, including any liquidation or litigation trust), other than the PBGC Claims; *provided* that PBGC does not release non-Debtor Company controlled group members as of the Plan Termination Date.

T. Limited Substantive Consolidation

39. As set forth in Section 5.3(c) of the Plan, the Plan served as a motion by the Debtors seeking entry of a Court order approving the Plan Settlement, including this Court's findings that the Plan Settlement is (i) in exchange for good and valuable consideration provided by each of the Estates (including, without limitation, performance of the terms of the Plan), and a good faith settlement and compromise of the released claims, (ii) in the best interests of the Debtors, the Estates, and all holders of Claims, (iii) fair, equitable, and reasonable, and (iv) effected after due notice and opportunity for hearing.

40. Entry of this Confirmation Order shall constitute approval, pursuant to sections 105(a) and 1123(a)(5)(C) of the Bankruptcy Code, of the substantive consolidation of the Chapter 11 Cases of each of the Debtors for distribution purposes, as provided for in Section 5.3 of the Plan. Effective as of the date hereof, subject to Section 5.3 of the Plan: (i) all assets and liabilities of the Debtors shall be treated as though they were pooled; (ii) each Claim filed or to be filed against any Debtor shall be deemed filed as a single Claim against, and a single obligation of, the Debtors; (iii) all Intercompany Claims shall be adjusted, reinstated, or discharged in accordance with Section 4.6 of the Plan; (iv) no Plan Distributions shall be made under the Plan on account of any Intercompany Interest or any Non-Debtor Owned Subsidiary Interest to the extent set forth in Sections 4.8 and 4.9 of the Plan; (v) any Claims on account of a guarantee provided by a Debtor of the obligations of another Debtor shall be treated as eliminated so that any Claim against any Debtor and any Claim based upon a guarantee thereof by any other Debtor shall be treated as one Claim against a single consolidated Estate; and (vi) any joint or joint and several liability of any of the Debtors shall be one obligation of the Debtors and any Claims based upon such joint or joint and several liability shall be treated as one Claim against a single consolidated Estate.

41. In accordance with the Plan Settlement, each Class of Claims and Interests shall hereby be treated as against a single consolidated Estate without regard to the separate legal existence of the Debtors. The foregoing limited substantive consolidation of the Debtors under the Plan shall not result in the merger or otherwise affect the separate legal existence of each Debtor other than with respect to distribution rights under the Plan. The Plan Settlement shall not (other than for purposes related to funding Plan Distributions under the Plan) affect (u) the legal and organizational structure of the Debtors, (v) Executory Contracts or Unexpired Leases that were entered into during the Chapter 11 Cases or that have been or will be assumed or rejected, (w) any

agreements entered into by the Plan Trust on or after the Plan Trust Establishment Date, (x) the Debtors' or the applicable Estate Representative's ability to subordinate or otherwise challenge Claims, (y) any Causes of Action or Avoidance Actions or defenses thereto, which in each case shall survive entry of the Confirmation Order as if there had been no Plan Settlement, and (z) distributions to the Debtors, Plan Trust, or Litigation Trust from any insurance policies or the proceeds thereof.

U. Conditions Precedent to Effective Date

42. The Plan shall not become effective unless and until all conditions set forth in Section 11.1 of the Plan have been satisfied or waived pursuant to Section 11.2 of the Plan. In addition to the conditions precedent to the Effective Date set forth in Section 11.1 of the Plan, the Effective Date shall not occur unless the Estate Representative shall have (i) sufficient Cash on hand to (a) satisfy (x) all Allowed Administrative Expense Claims (unless an applicable holder consents to different treatment) in accordance with section 1129(a)(9)(A) of the Bankruptcy Code and (y) all Allowed Priority Tax Claims and Other Priority Claims (unless an applicable holder consents to different treatment) that are required to be paid on the Effective Date under the terms of the Plan (the "**Effective Date Priority Claims**"), and (b) reserve for all Disputed Administrative Expense Claims and Disputed Effective Date Priority Claims actually asserted in a timely filed proof of claim in accordance with the applicable Bar Date; *provided* that the Debtors shall not be required to reserve for Disputed Administrative Expense Claims or Disputed Effective Date Priority Claims that have been disallowed by order of the Bankruptcy Court (whether or not subject to an appeal); *provided further* that upon notice and an opportunity to object and be heard, the Debtors may seek an estimation from the Court of the appropriate amount to reserve on account of any Disputed Administrative Expense Claims and Disputed Effective Date Priority Claims, and (ii) determined in good faith that there will be enough Cash on hand to satisfy the Debtors'

obligations with respect to all other Allowed priority claims when due and payable under the Plan. The condition precedent provided for in the previous sentence cannot be waived or modified absent further order of the Bankruptcy Court.

V. Release, Exculpation, and Injunction Provisions

43. As of the Confirmation Date and the Effective Date, as applicable, except for the rights that remain in effect from and after the Confirmation Date or the Effective Date, as applicable, to enforce the Plan or any Plan Document, all injunction, release, discharge, and exculpation provisions embodied in the Plan, including those contained in Article XII of the Plan and in this Confirmation Order, are hereby approved and shall be effective and binding on all Persons and Entities, to the extent provided in the Plan as modified by this Confirmation Order, without further order or action by this Court. The commencement or prosecution of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to the Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in the Plan or the Confirmation Order, whether directly, derivatively, or otherwise are hereby permanently enjoined. Further, in accordance with Section 12.4 of the Plan, upon entry of this Confirmation Order all holders of Claims and Interests and all other parties in interest, along with their respective present and former Affiliates, employees, agents, officers, directors, and principals, shall be enjoined from taking any action to interfere with the implementation or consummation of the Plan or the occurrence of the Effective Date (including, for the avoidance of doubt, filing a competing chapter 11 plan); provided that the Debtors right to withdraw or revoke the Plan in accordance with Section 14.7 of the Plan is expressly preserved.

44. No Entity may assert a claim on any basis against any of the Debtors' current managers, directors, and officers that are Released Parties arising out of or related to their roles in

these cases without first seeking authority from this Court. Any such request shall be made in writing with notice to all affected parties and shall include a proposed complaint setting forth any alleged claims and the detailed factual basis in support of such claims. Further, any such request shall include a proposed attorney fee reserve by such requesting Entity, subject to court modification, that will be deposited to this Court's registry to indemnify the applicable current managers, directors, and officers of the Debtors that are Released Parties against costs associated with the successful defense of any claim that is allowed to proceed, unless such claim is not released under Section 12.6 of the Plan. This Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by applicable law.

W. Dissolution of Official Committee

45. On the Effective Date, the Creditors' Committee shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases. The Estate Representative or the Plan Trust, as applicable, shall be responsible for paying the fees or expenses incurred by the Creditors' Committee as expenses under Section 12.2 of the Plan following the Confirmation Date and concluding on the Effective Date. For the avoidance of doubt, pursuant to Section 2.3 of the Plan, the Creditors' Committee shall retain authority in all respects to file final fee applications for its professionals and the applicable Estate Representatives shall pay all amounts due thereunder upon Court approval of such final fee applications and the Creditors' Committee shall further retain the right to object to any final fee application filed pursuant to Section 2.3.

X. Release of Liens

46. Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall

be fully released, settled, and compromised and all rights, titles, and interests of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Plan Trust; *provided* that notwithstanding anything in this Confirmation Order or the Plan to the contrary, nothing in this Confirmation Order or in the Plan shall, or shall be construed to (a) release, vitiate, or otherwise impair any interest held by, or any rights of, any Professional Person(s) (as defined in the FILO DIP Order) in the Professional Fees Escrow Account or the Carve-Out (which excludes, for the avoidance of doubt, the Litigation Trust Assets and the Retained Collateral) pursuant to the terms of the DIP Orders, and all such interests and rights are hereby preserved, or (b) modify any rights of the Litigation Trust or obligations of the Estates with respect to the Retained Collateral (as defined in the FILO Settlement Order), including, without limitation, under paragraphs 26 and 27 of the FILO Settlement Order.

Y. Retention of Jurisdiction

47. Subject to Article XIII of the Plan, pursuant to sections 105(a) and 1142 of the Bankruptcy Code, this Court shall retain exclusive jurisdiction with respect to all matters arising from or related to these Chapter 11 Cases, the Plan, and the implementation of this Confirmation Order, including, without limitation, those matters set forth in Article XIII of the Plan.

Z. Statutory Fees

48. All fees due and payable pursuant to 28 U.S.C. § 1930(a) prior to the Effective Date shall be paid by the Debtors or the Plan Trustee in full on the Effective Date. As of the Plan Trust Establishment Date, the Plan Trustee shall assume responsibility for the payment of all Statutory Fees when due and payable, and shall file with this Court quarterly reports in a form reasonably acceptable to the U.S. Trustee; *provided, however*, such quarterly reports shall be made in lieu of the monthly operating reports required by 28 CFR § 58.8. Each Debtor shall remain obligated to pay quarterly fees to the U.S. Trustee until the earliest of that particular Debtor's case being closed,

dismissed, or converted to a case under chapter 7 of the Bankruptcy Code. Notwithstanding anything to the contrary herein, the U.S. Trustee shall not be required to file a Proof of Claim or any other request for payment of quarterly fees.

AA. Documents, Mortgages, and Instruments

49. Each federal, state, commonwealth, local, foreign, or other governmental agency is hereby authorized to accept any and all documents, mortgages, and instruments necessary or appropriate to effectuate, implement, or consummate the transactions contemplated by the Plan and this Confirmation Order and directed pursuant to section 1142 of the Bankruptcy Code to take such steps with respect to the foregoing to implement the transactions necessary to consummate the Plan.

BB. No Waiver of Privilege

50. Nothing contained in this Confirmation Order, any of the Plan Documents, the Supporting Declarations, the record of the Combined Hearing, or any and all other documents related thereto, shall constitute, or be deemed to constitute, a waiver by the Debtors or their Estates of any relevant privilege(s), including the attorney-client privilege.

CC. Reversal/Stay/Modification/Reconsideration/Vacatur of Order

51. Except as otherwise provided in this Confirmation Order, if any or all of the provisions of this Confirmation Order are hereafter reversed, modified, vacated, reconsidered, or stayed by subsequent order of this Court, or any other court, such reversal, stay, modification, reconsideration, or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or Lien incurred or undertaken by the Debtors or the applicable Estate Representative, or any other Entity authorized or required to take action to implement the Plan, as applicable, prior to the effective date of such reversal, stay, modification, reconsideration, or vacatur. Notwithstanding any such reversal, stay, modification, reconsideration, or vacatur of

this Confirmation Order, any such act or obligation incurred or undertaken pursuant to, or in reliance on, this Confirmation Order prior to the effective date of such reversal, stay, modification, reconsideration, or vacatur shall be governed in all respects by the provisions of this Confirmation Order, the Plan, the Plan Documents, or any amendments or modifications to the foregoing. No reversal, stay, modification, reconsideration, or vacatur of this Confirmation Order shall affect the enforceability of the FILO Settlement Order.

DD. Provisions of Plan and Confirmation Order Nonseverable and Mutually Dependent

52. This Confirmation Order shall constitute a judicial determination and provides that each term and provision of the Plan, as it may have been altered or interpreted in accordance with Section 14.14 of the Plan, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Plan Trust (as the case may be), and (c) non-severable and mutually dependent; *provided* that, subject to Section 14.6(b) of the Plan, any amendment, supplement, or modification that adversely affects the Litigation Trust shall also require the consent of the Litigation Trustee (or prior to the appointment of the Litigation Trustee, the FILO DIP Agent) (such consent, not to be unreasonably withheld, conditioned, or delayed).

EE. Headings

53. Headings utilized herein are for convenience and reference only, and do not constitute a part of the Plan or this Confirmation Order for any other purpose.

FF. Governing Law

54. Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that a Plan Document provides otherwise with respect to such document, the rights, duties, and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the principles

of conflicts of laws thereof (other than section 5-1401 and section 5-1402 of the New York General Obligations Law). The rights, duties, and obligations arising under the Plan Documents shall be governed by the applicable law set forth therein.

GG. Applicable Non-Bankruptcy Law

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

HH. Rights to Bring Causes of Action

56. In pursuing any Retained Causes of Action, the Plan Trustee and Plan Trust, or the Litigation and Litigation Trustee, as applicable, shall be deemed trustees for all purposes under section 108 of the Bankruptcy Code, and for the avoidance of doubt, are entitled to all extension of time and/or tolling provisions provided under section 108 of the Bankruptcy Code in any judicial, arbitration or administrative proceeding, during or after the pendency of these cases, including all such benefits to which any of the Debtors as debtor-in-possession would have been entitled had the Litigation Trust or the Plan Trust not been established, and shall succeed to the Debtors' rights with respect to the periods in which any of the Retained Causes of Action may be brought under section 546 of the Bankruptcy Code. Upon the Litigation Trust Establishment Date, and notwithstanding anything to the contrary in the Plan or any other Definitive Document, the Litigation Trustee shall be (i) the representative of the Estate of each of the Debtors, appointed pursuant to section 1123(b)(3)(B) of the Bankruptcy Code, for the purposes of pursuing the Retained Causes of Action and carrying out the Litigation Trust's duties under the Litigation Trust Agreement, the FILO Settlement Order, the Plan, this Confirmation Order, or any other Definitive Document, and (ii) a fiduciary of, and shall owe fiduciary duties to, the Estates in their capacities

as beneficiaries of the Class B Interests, collectively with the beneficiaries of the Class A Interests, solely with respect to the Litigation Trust Assets and the pursuit thereof, in each case, without modifying the fiduciary duties applicable to the Litigation Trust and the Litigation Trustee, as applicable, under the Litigation Trust Agreement. For the avoidance of doubt, the act of transferring the Litigation Trust Assets or the Plan Trust Assets, as authorized by this Confirmation Order, the Plan, the FILO Settlement Order, and the Litigation Trust Agreement, shall not, and shall not be construed to, destroy or limit any such assets or rights or be construed as a waiver of any right, and such rights (specifically including any extensions available to a trustee or debtor-in-possession under 11 U.S.C. § 108) may be asserted by the Litigation Trust, in any judicial, arbitration, or administrative proceeding, during or after the pendency of these Chapter 11 Cases, as if the asset or right asserted in such judicial, arbitration, or administrative proceeding were an action or other asset still held by the applicable Debtor or Debtor-in-possession.

57. The Litigation Trustee is hereby (a) authorized to execute and perform under the Litigation Trust Agreement, to appear and be heard before the Bankruptcy Court or any other court of competent jurisdiction on all matters related to the Chapter 11 Cases and/or the Retained Causes of Action (as a representative of the Litigation Trust and/or under section 1123(b) of the Bankruptcy Code as a representative of the Debtors' estates, as applicable, without modifying the fiduciary duties applicable to the Litigation Trustee under the Litigation Trust Agreement) and to present to creditors, other courts of competent jurisdiction, and any other Entity the Litigation Trust Agreement, the Plan, and the Confirmation Order as evidence of its authority, and (b) vested with all of the powers and authority set forth in this Confirmation Order, the Plan, the Litigation Trust Agreement, and otherwise as is necessary or proper to carry out the provisions of the Plan or Litigation Trust Agreement, as applicable (including any rights of the Debtors and the Creditors'

Committee's to conduct discovery and oral examinations of any party under Bankruptcy Rule 2004 as such rights existed prior to the Litigation Trust Establishment Date).

II. Notice of Entry of Confirmation Order and Effective Date

58. In accordance with Bankruptcy Rules 2002 and 3020(c), as soon as reasonably practicable after the Confirmation Date, the Debtors shall serve notice of the entry of this Confirmation Order substantially in the form attached as **Exhibit B** hereto (the "**Confirmation Notice**") on all parties who hold a Claim or Interest in these cases, and the U.S. Trustee, and any other known parties in interest. The Debtors shall cause a summary version of the Confirmation Notice to be published in one or more of any of the following publications: *Boston Globe*, *Houston Chronicle*, *New York Times National Edition*, *Arizona Republic*, *Florida Today*, *Indian River Press Journal*, *Miami Herald*, *Midland Reporter-Telegram*, *South Florida Sun Sentinel*, *Texarkana Gazette*, *Youngstown Vindicator*, *Monroe News-Star*, as well as other publications as the Debtors deem appropriate, as soon as reasonably practicable following the Confirmation Date. Such notice is hereby approved in all respects and shall be deemed good and sufficient notice of the contents thereof, including the entry of this Confirmation Order, the Specified Claims Bar Date, and the Administrative Expense Claims Bar Date.

59. As soon as reasonably practicable after the Effective Date, the Plan Trustee shall serve notice of the occurrence of the Effective Date, substantially in the form attached as **Exhibit C** hereto (the "**Consummation Notice**"), on all parties who hold a Claim or Interest in these cases, the U.S. Trustee, and any other known parties in interest. Such Consummation Notice is hereby approved in all respects and shall be deemed good and sufficient notice of occurrence of the Effective Date.

JJ. Final Order

60. This Confirmation Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof.

KK. [Reserved].

61. [Reserved].

LL. Inconsistency

62. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control (unless stated otherwise in such Plan Supplement document or this Confirmation Order). In the event of an inconsistency between the Plan and any other instrument or document created or executed pursuant to the Plan, or between the Plan and the Disclosure Statement, the Plan shall control. The provisions of the Plan and of this Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each. If there is any inconsistency between any Plan provision and any provision of this Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern and any such provision of this Confirmation Order shall be deemed a modification of the Plan. In the event of any inconsistency between the Plan, the Plan Supplement, the Disclosure Statement, the Disclosure Statement Order, or the Confirmation Order, on the one hand, and the FILO Settlement Order or any other instrument or document created or executed pursuant to the FILO Settlement Order, on the other hand, the Confirmation Order shall control.

MM. Valid and Binding

63. All documents necessary to implement the Plan and all other relevant and necessary 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.

NN. Term of Injunctions or Stays

64. Unless otherwise provided in the Plan or in this Confirmation Order, all injunctions or stays arising under or entered during these Chapter 11 Cases 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 until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

OO. Substantial Consummation

65. Upon the occurrence of the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101(2) and 1127(b) of the Bankruptcy Code.

PP. First-Day and Other Orders

66. Upon entry of this Confirmation Order, and notwithstanding any prior order of this Court to the contrary, the Debtors shall no longer be required and shall no longer have any obligation to comply with any notice or reporting obligations under any of the First Day and Other Orders (as defined herein), including, but not limited to: (i) paragraph 9 of the *Final Order (I) Authorizing Debtors to Pay (A) Critical Vendor Claims, (B) Lien Claims, and (C) 503(b)(9) Claims; and (II) Granting Related Relief* (Docket No. 612); (ii) paragraph 10 of the *Final Order (I) Authorizing the Debtors to (A) Continue Insurance Policies, Surety Bonds, and Letters of Credit and (B) Satisfy Obligations Related Thereto; (II) Modifying the Automatic Stay to Permit Employees to Proceed with Workers' Compensation Claims; and (III) Granting Related Relief* (Docket No. 2166); (iii) paragraph 4 of the *Final Order (I) Authorizing Debtors to (A) Maintain, Administer, Modify, and Renew Their Existing Refund Programs and Pay or Otherwise Honor Prepetition Obligations Related Thereto, and (B) Honor Prepetition Health Plan Administration Obligations; and (II) Granting Related Relief* (Docket No. 624); (iv) paragraph 6 of the *Order (I) Authorizing Debtors to Pay Certain Prepetition Taxes and Fees, and (II) Granting Related*

Relief (Docket No. 114); (v) paragraph 3 of the *Order Authorizing Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits, Expenses, and Other Compensation, (B) Maintain Employee Benefits Programs, and (C) Continue to Pay Workforce Obligations, and (II) Granting Related Relief* (Docket No. 86); (vi) paragraph 1(a)(v) of the *Order (I) Establishing Procedures for Sales, Transfers, and Abandonment of De Minimis Assets; and (II) Granting Related Relief* (Docket No. 1665); (vii) paragraph 1(xi) of the *Order Authorizing Debtors to Employ Professionals Used in Ordinary Course of Business Effective as of Petition Date* (Docket No. 784); and (viii) paragraphs 1 and 14 of the *Final Order (I) Authorizing Debtors to (A) Continue Their Existing Cash Management System, (B) Maintain Existing Business Forms And Intercompany Arrangements, (C) Continue Intercompany Transactions, And (D) Continue Employee Credit Card Program; (II) Extending Time To Comply With Requirements Of 11 U.S.C. § 345(B); And (III) Granting Related Relief* (Docket No. 2168) (all such orders collectively with the Utilities Order, the “**First-Day and Other Orders**”).

QQ. Closure of these Chapter 11 Cases

67. The Debtors or Plan Trustee, as applicable, shall, after the full administration of these Chapter 11 Cases, file with this Court all documents required by Bankruptcy Rule 3022 and any applicable order of this Court to close these Chapter 11 Cases. After the Confirmation Date, the Debtors or Plan Trustee, as applicable, shall be authorized, but not directed, to submit one or more motions for order(s) that close and issue final decrees for any of the Chapter 11 Cases, for any Debtor, in each case in accordance with the Bankruptcy Code and the Bankruptcy Rules, and changing the caption of these Chapter 11 Cases accordingly. Matters concerning Claims may be heard and adjudicated in a Debtor’s chapter 11 case that remains open regardless of whether the applicable Claim is against a Debtor in a chapter 11 case that is closed.

RR. Miscellaneous Provisions.

68. *Medical Properties Trust.* Notwithstanding anything in the Plan, the Plan Trust Agreement, the Litigation Trust Agreement, the Plan Supplement, or any of the Definitive Documents, nothing in such documents shall impair or modify MPT's rights under the MPT Settlement Order or the TSA / EPDA Settlement Order (as defined in the Disclosure Statement) or the compromises, settlements, and releases approved thereby, and such compromises, settlements, and releases are binding on the Plan Trust and the Litigation Trust.

69. *SEC.* Notwithstanding any language to the contrary contained in the Disclosure Statement, Plan and/or the Confirmation Order, no provision of the Plan or the Confirmation Order shall (i) preclude the United States Securities and Exchange Commission ("SEC") from enforcing its police and regulatory powers; or, (ii) enjoin, limit, impair or delay the SEC from commencing or continuing any claims, causes of action, proceedings or investigations against any non-debtor person or non-debtor entity in any forum.

70. *United States.* As to the United States, its agencies or any instrumentalities thereof (collectively, the "**United States**"), notwithstanding anything to the contrary contained in the Plan and any other Definitive Documents, nothing shall:

- i. limit or be intended to or be construed to bar the United States from pursuing any police or regulatory action or any criminal action;
- ii. 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, including (including any Released Parties or Exculpated Parties that are non-Debtors); 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. For

the avoidance of doubt, the United States is not a “Releasing Party” (as defined in the Plan);

- iii. enjoin or otherwise bar the United States from asserting or enforcing, outside the Bankruptcy Court, any obligation or liability described in the preceding clause (ii); provided, however, that the rights and defenses of all Entities (including Exculpated Parties and Released Parties) with respect to (a)–(d) in clause (ii) are likewise fully preserved;
- iv. affect any right of setoff or recoupment of the United States against any of the Debtors, Plan Administrator Committee, or Plan Trust; *provided, however*, that the rights and defenses of the Debtors, Plan Administrator Committee, or Plan Trust with respect thereto are fully preserved;
- v. 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;
- vi. 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);
- vii. 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;
- viii. constitute or be deemed an approval or consent by the United States;
- ix. waive, alter, or otherwise limit the United States’ property rights;
- x. be construed as a compromise or settlement of any liability, Claim, Cause of Action or interest of the United States;
- xi. modify the scope of section 525 of the Bankruptcy Code;

71. To the extent applicable, the United States shall be considered as having opted out of the Administrative Expense Claims Consent Program (as defined in the Plan).

72. *Texas Comptroller.* Notwithstanding anything else to the contrary in the Plan or Confirmation Order, these provisions will govern the treatment of the claims of the Texas Comptroller of Public Accounts (the “**Texas Comptroller**”): (1) nothing provided in the Plan or Confirmation Order shall affect or impair any existing statutory or common law setoff rights of the Texas Comptroller in accordance with 11 U.S.C. § 553; (2) nothing provided in the Plan or Confirmation Order shall affect or impair any rights of the Texas Comptroller to pursue any non-Debtor third parties (excluding the Plan Trust and Litigation Trust) for tax debts or claims; (3) nothing provided in the Plan or Confirmation Order shall be construed to preclude the payment of interest actually accrued and owing on the Texas Comptroller's administrative expense tax claims; (4) subject to filing a proof of claim in accordance with any applicable bar date, the Texas Comptroller is not required to file a motion or application for payment of administrative expense claims pursuant to 11 U.S.C. § 503(b)(1)(D); and (5) the Texas Comptroller may amend its tax claims to reflect the results of the actual assessment of tax liabilities without the consent of the Bankruptcy Court or the Plan Trustee. In connection with the foregoing, any defenses, claims, counterclaims, affirmative defenses, and other rights that exist under applicable law in favor of the Debtors, any applicable Estate Representative, or the Texas Comptroller, as applicable, are preserved. The Texas Comptroller affirmatively opts out of the Administrative Expense Claims Consent Program as well as the Third-Party Releases. The Texas Comptroller has indicated it will assert it is entitled to interest on account of any Allowed Priority Tax claims in accordance with sections 511 and 1129(a)(9)(C) of the Bankruptcy Code; *provided*, however, that all defenses, claims, counterclaims, affirmative defenses, and other rights thereto that exist under applicable law in favor of the Debtors or the Estate Representative, as applicable, are expressly preserved. The Debtors or the applicable Estate Representative will (1) file the 2025 Texas

Franchise Tax Return no later than November 15, 2025; and (2) timely file any subsequent Texas franchise tax returns, if required, when due in the ordinary course taking into account any extensions granted.

73. *State of Texas.* Nothing in this Order, the Plan, or related documents discharges, releases, precludes, or enjoins: (i) any liability to the State of Texas and its agencies, including, but not limited to, Texas Health and Human Services Commission, Texas Commission on Environmental Quality, and the Texas Medical Board, (“**Texas**”) that is not a “claim” as defined in 11 U.S.C. § 101(5); (ii) any Claim of Texas arising on or after the Confirmation Date; (iii) any liability to Texas under police and regulatory statutes or regulations that any entity would be subject to as the owner or operator of property after the Confirmation Date; or (iv) any liability to Texas on the part of any Person other than the Debtors. All rights of Texas that are implicated by the terms of this Order, the Plan, or related documents are expressly reserved, and all rights and defenses of the Debtors, the Estate Representative, and other parties in interest are hereby preserved. Further, nothing in this Order, the Plan, or related documents authorizes the transfer or assignment of any Texas (a) license, (b) permit, (c) registration, (d) authorization, (e) agreement, or (f) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order, the Plan, or related documents shall relieve any entity for any obligation to address or comply with information requests or inquiries from Texas. Nothing in this Confirmation Order, the Plan, or related documents shall affect any setoff or recoupment rights of Texas, or any defenses thereto. For the avoidance of doubt, Texas opts out of any and all releases provided in the Plan.

74. *Certain Commercial Payors.* Notwithstanding anything in the Plan or this Order to the contrary, any and all defenses of UnitedHealthcare Insurance Company, Change Healthcare

Technologies, LLC, National Decision Support Company, LLC, Change Healthcare Technology Enabled Services, LLC, Change Healthcare Solutions, LLC, Optum360, LLC, and all of their direct and indirect subsidiaries, affiliates, and parents (collectively, the “**UHC Entities**”), Cigna Health and Life Insurance Company and its direct and indirect subsidiaries, affiliates, and parents (collectively, the “**Cigna Entities**”), and Aetna Life Insurance Company and its direct and indirect subsidiaries, affiliates, and parents (collectively, the “**Aetna Entities**”), if any, including setoff and recoupment, are hereby preserved, and it shall not be necessary for the UHC Entities, Cigna Entities or Aetna Entities to seek any court order or other relief to be able to assert any such existing defenses in any pleading in any litigation or arbitration with the Litigation Trust, the Plan Trust, the Debtors, or any of their successors or assigns, to the extent applicable. The Class A-1 and Class A-2 interests shall have the same priority in relation to such setoff rights that the FILO DIP Liens have in relation to such setoff rights as of immediately prior to the Litigation Trust Establishment Date. Notwithstanding anything in the Plan or Confirmation Order to the contrary, the deadline for the Debtors to object to any Administrative Expense Claims filed by any UHC Entity, Cigna Entity, and Aetna Entity that arose prior to the Confirmation Date shall be 365 days following the Confirmation Date or such later date that is approved by Order of the Bankruptcy Court.

75. *CommonSpirit*. Reference is hereby made to that certain (i) adversary proceeding styled *Catholic Health Initiatives Colorado, et al. v. Steward Health Care System, LLC, et al.*, Adversary Case No. 25-03001 (the “**CommonSpirit Constructive Trust Action**”) filed on January 3, 2025; (ii) the FILO Settlement Order; and (iii) the Disclosure Statement Order. Notwithstanding anything to the contrary in this Order, the Plan, or the Disclosure Statement, to the extent that any funds transferred to the Litigation Trust or the Plan Trust, as applicable, are either found by a final, non-appealable order of this Court, or mutual agreement by the Debtors,

the FILO Secured Parties (or, after the Litigation Trust Establishment Date or the Plan Trust Establishment Date, the Class A-2 Representative or the Plan Trustee, as applicable), and Catholic Health Initiatives Colorado (“**CHIC**”), CommonSpirit Health (“**CSH**”), and/or CommonSpirit Mountain Region f/k/a Centura Health Corporation (“**CSMR**”, together with CSH and CHIC, “**CommonSpirit**”), to be held in a trust for CommonSpirit (the “**Disputed Funds**”), this Order, the Plan, and the Disclosure Statement shall not be deemed to impair any claims asserted in the CommonSpirit Constructive Trust Action or judgments related thereto; *provided*, that nothing contained herein shall be deemed to abrogate any requirements under the Bankruptcy Code or Bankruptcy Rules to obtain approvals of settlements. The Debtors, CommonSpirit, and all other parties reserve all of their rights, remedies, claims, counterclaims, and defenses with respect to the Disputed Funds under the Bankruptcy Code, the Bankruptcy Rules, the Federal Rules, all applicable contracts, and applicable state and Federal laws, including, but not limited to, their rights to file any objections, motions, discovery requests, or other filings as may be appropriate.

76. *Hartford Fire Insurance.* Notwithstanding anything to the contrary in this Order or the Definitive Documents: (i) no insurance policy/policies or agreement(s) relating to any and all such policy/policies of insurance issued by Hartford Fire Insurance Company or any of its affiliated insurance companies (“**Hartford**”) to any of the Debtors and/or any of their non-debtor affiliate(s) (“**Policy**” or “**Policies**”) shall be in any manner transferred to any other entity(ies) pursuant to the Order or the Plan without the express written consent of Hartford (which consent has not, to date, been given), or pursuant to a further order of this Court; *provided* that, for the avoidance of doubt, the Debtors’ rights under the Policies may be transferred to the Litigation Trust or Plan Trust, as applicable; (ii) to the extent that there is a transfer of any rights of the Debtors under any Policy (including but not limited to accounts receivables, claims, and causes of

action (and the proceeds, products, offspring or profits thereof)), such transfer(s) shall not be free and clear of any of Hartford's defenses, including but not limited to setoff and recoupment rights; (iii) nothing herein or otherwise shall be deemed a determination that any past, present or future proceeds of any letters of credit Hartford is holding or will be holding ("LOCs") is property of the estate; and (iv) nothing herein or otherwise shall impact Hartford's ability to raise its contention that the aforementioned proceeds of LOCs are not property of the estate. Notwithstanding anything to the contrary in this Order or the Definitive Documents, Hartford shall be permitted to apply the proceeds of the LOCs (the "**Proceeds**") for payment of any deductibles, reasonable attorneys' fees and costs paid by Hartford (including, but not limited to, attorney fees and costs incurred in connection with the Chapter 11 Cases), and any other "Obligations" (as defined in certain Policy documents) in accordance with the Policy documents or as otherwise permitted by law. Hartford shall, upon reasonable request (not to exceed once quarterly), provide to the Estate Representative an accounting of its use of the Proceeds, subject to redaction of personal information. Notwithstanding anything to the contrary in the Definitive Documents or this Order, including Section 12.5(d) of the Plan, Hartford's defenses, including, but not limited to, recoupment and set-off rights, if any, are reserved. The last sentence of Section 9.3 of the Plan, which provides that in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) calendar days after the date on which such claim is estimated, shall not apply to the Hartford. Nothing in the Definitive Documents or this Order shall require Hartford to pay any amounts within any deductible or self-insured retention of any Policy issued by Hartford (or a determination that Hartford is responsible for any self-insured retention or deductible), and

to the extent Hartford makes any such payment, Hartford's right to pursue a claim against the Debtors and/or successors-in-interest on account of such payment is preserved; *provided* that the Debtors' and/or successors-in-interest rights and defenses to such a claim are fully preserved. Section 9.11 of the Plan shall not apply to any claims covered by a workers' compensation policy issued by Hartford. Notwithstanding anything to the contrary in the Definitive Documents or this Order, Hartford shall not be a Releasing Party. To the extent that it is deemed that Hartford qualified to participate in the Administrative Expense Claim Consent Program, Hartford shall be deemed to have opted out of the Administrative Expense Claims Consent Program. Nothing in this Order or the Definitive Documents shall impair the inspection or audit rights of Hartford as set forth in the Policies.

77. *ASIC*. Atlantic Specialty Insurance Company ("**ASIC**")³ has issued surety bonds on behalf of one or more of the Debtors (collectively, the "**ASIC Surety Bonds**" and each individually, an "**ASIC Surety Bond**"). On May 23, 2013, the Debtors entered into a *General Indemnity Agreement* with ASIC (the "**ASIC Indemnity Agreement**"). The Debtors' obligations under the ASIC Surety Bonds and ASIC Indemnity Agreement are secured by cash collateral which is currently held by ASIC (the "**Existing ASIC Collateral**").

- i. Nothing in this Confirmation Order or the Plan shall be deemed to be a sale, transfer, assumption or assumption and assignment of any ASIC Surety Bond or the ASIC Indemnity Agreement.
- ii. All Existing ASIC Collateral shall remain in place to secure all payment and/or performance obligations of the Debtors under the ASIC Surety Bonds or for obligations arising under the ASIC Indemnity Agreement. Nothing in this Confirmation Order or the Plan shall be deemed to apply to the ASIC's claims or rights with respect to the Existing ASIC Collateral, nor shall these provisions be interpreted to bar, impair, prevent or otherwise limit ASIC from exercising its

³ Additional indemnitees that are affiliates of ASIC were OneBeacon Insurance Company, OneBeacon America Insurance Company, OneBeacon Specialty Insurance Company and any of their future direct or indirect affiliates or subsidiaries (collectively, "**ASIC Affiliates**"). For purposes of this Confirmation Order, each ASIC Affiliate is included in the definition of ASIC above.

valid rights, if any, under or with respect to any of the ASIC Surety Bonds, the ASIC Indemnity Agreement, or applicable law, including the common law of suretyship. For the avoidance of doubt, ASIC may continue to apply any and all of Existing ASIC Collateral for all losses and expenses through the Effective Date in accordance with the *Stipulation and Agreed Order Between the Debtors and Atlantic Specialty Insurance Company Modifying the Automatic Stay* (Docket No. 4125) (“**Agreed Order**”); *provided* that, notwithstanding anything to the contrary in the Agreed Order, following the Effective Date, ASIC may apply Existing ASIC Collateral without the Debtors’ written consent; *provided further* that paragraph 5 of the Agreed Order shall continue to apply following the Effective Date. Nothing in this Order shall prevent any party from seeking further or additional relief from the requirements of this paragraph from the Court, and all parties reserve all rights with respect thereto.

- iii. Nothing herein shall be deemed to provide ASIC’s consent to the involuntary substitution of any principal under any ASIC Surety Bond.
- iv. Nothing in this Confirmation Order or the Plan shall be interpreted to alter, diminish or enlarge the rights or obligations of ASIC in regard to state and federal agencies, third parties or otherwise under any surety bonds, any indemnity agreements or applicable law nor shall any of the foregoing be deemed to enjoin ASIC from asserting any rights, claims or defenses, in regard to or against any state and federal agencies, third parties including, without limitation, any of ASIC’s indemnitors, insurers, or otherwise under any surety bonds, any indemnity agreements or applicable law.
- v. Upon the release of all ASIC Surety Bonds and upon full satisfaction or reimbursement of all losses and expenses to ASIC incurred or obligated under the ASIC Surety Bonds and the ASIC Indemnity Agreement, including satisfaction or reimbursement from any Existing ASIC Collateral, ASIC shall immediately return all Existing ASIC Collateral, if any, to the Debtors or the Plan Trust, as applicable.
- vi. Nothing in this Order or Plan shall impair ASIC’s information rights under the ASIC Surety Bonds.
- vii. ASIC shall be deemed to have Opted Out of the Administrative Expense Claim Consent Program for all Administrative Expense Claims filed by ASIC. The parties reserve all rights with respect to the allowance, validity, and extent of any Administrative Expense Claim filed by ASIC.
- viii. ASIC shall not be a Releasing Party under the Plan.

78. *Texas Taxing Authorities.* Notwithstanding anything to the contrary in the Plan or this Order, any claim of the Texas Taxing Authorities⁴ (the “**Tax Claims**”) that become Allowed Secured Claims shall be treated as Class 2 – Other Secured Claims in accordance with Section 4.2 of the Plan. Any Allowed Secured Claims of the Texas Taxing Authorities shall be entitled to interest to the extent provided under sections 506(b), 1129 and/or 511 of the Bankruptcy Code. Any valid and perfected liens securing the Tax Claims, whether on real or business personal property, or on the proceeds of the sale of such property, shall be retained with the same force and effect and priority pursuant to state law until the Tax Claims are paid in full. Taxes for the 2025 tax year shall be paid in the ordinary course of business when due.

79. *Chubb.* Notwithstanding anything to the contrary in the Definitive Documents (including, without limitation and for the avoidance of doubt, Sections 6.11, 9.4, 9.11, 9.12, 10.2, 10.6, 12.3, 12.5, 12.6, and 12.9 of the Plan and any corresponding provisions of this Confirmation Order):

- a. on the Effective Date, the Debtors shall assume pursuant to sections 105 and 365 of the Bankruptcy Code all of the Chubb Insurance Policies⁵ that currently provide coverage to the Debtors and the Chubb Insurance Agreements,⁶ unless such insurance policies, agreements, documents or instruments were rejected pursuant to an order of this Court or subject of a rejection motion as of the Effective Date, and not by operation of the Plan or this Order; *provided*, however, notwithstanding the foregoing, for the avoidance of doubt, no part of the Chubb Insurance Program shall be rejected except pursuant to a final non-appealable order of this Court, such order not being this Order;

⁴ “**Texas Taxing Authorities**” means Bexar County, Dallas County, Ector CAD, Fort Bend County, Jefferson County, Harris County, Fort Bend ISD, Fort Bend County Levee Improvement District #2, Mission Bend Utility District, Alief ISD, City of Houston (where represented by Perdue Brandon), Richardson ISD, Howard County Tax Office, Midland County, Midland CAD, Hardin County, and Bowie CAD.

⁵ The term “**Chubb Insurance Policies**” shall mean all insurance policies issued by the Chubb Companies (as defined herein) to or that provide coverage to any of the Debtors at any time and for all lines of coverage, all extensions and/or renewals thereof.

⁶ The term “**Chubb Insurance Agreements**” shall mean all agreements, documents, or instruments related to the Chubb Insurance Policies (as defined herein).

- b. subject to section (e) of this paragraph, on the Effective Date, after the foregoing assumption of the Chubb Insurance Agreements and the applicable Chubb Insurance Policies, all Chubb Insurance Policies and Chubb Insurance Agreements (collectively, the “**Chubb Insurance Program**”) shall vest unaltered in the Plan Trust and continue in full force and effect thereafter in accordance with the terms and conditions thereof;
- c. except as set forth in section (e) of this paragraph, other than with respect to any insurance policy, agreement, document, or instrument that is rejected in accordance with subpart (a) hereof, nothing shall alter, modify, release, amend, impair or otherwise affect the terms and conditions of the Chubb Insurance Program and any rights and obligations thereunder, including, but not limited to the Chubb Companies’⁷ interest in any collateral and/or security held by the Chubb Companies under the Chubb Insurance Program (together with the proceeds thereof and/or any credits, the “**Chubb Collateral**”) pursuant to the terms of the Chubb Insurance Program and applicable non-bankruptcy law;
- d. nothing, including any of the Definitive Documents, bar date notice, claim objection, or any other order of this Court, alters or modifies the liability, obligation or duty, if any, that the Chubb Companies have to pay claims or other amounts covered by the Chubb Insurance Program subject to the terms of the Chubb Insurance Program and applicable non-bankruptcy law;
- e. after the Effective Date, the Plan Trust shall become and remain liable in full for all of its and the Debtors’ liabilities or obligations in relation to the Chubb Insurance Program, regardless of whether such liabilities or obligations arise or become liquidated before, on or after the Effective Date, without the need or requirement for the Chubb Companies to file or serve any objection to a proposed cure claim or a request, application, claim, Proof of Claim and without the Chubb Companies being subject to the Bar Date, any other bar date or similar deadline governing Proofs of Claim, Cure Amounts, or provide any notice of setoff or recoupment; provided, however, notwithstanding anything to the contrary in this paragraph 79, all liabilities or obligations of the Debtors or Plan Trust in respect of the Chubb Insurance Program, regardless of the rejection of any part of the Chubb Insurance Program, if any, shall be satisfied (i) first by or through the Chubb Companies setting off (in full dollars) against the Chubb Collateral, or using or otherwise applying (in full dollars) the Chubb Collateral to or in respect of such obligations or liabilities in accordance with the terms and conditions of the Chubb Insurance Program, without the Chubb Companies being required to file or serve a Claim of any kind or take any other action in these Chapter 11 Cases, including filing or serving any objection to a proposed Cure Claim; and (ii) second to the extent the Chubb Collateral is insufficient to satisfy any of the obligations or liabilities of the Debtors or Plan Trust under the Chubb Insurance Program, the Chubb Companies

⁷ The term “**Chubb Companies**” shall mean ACE American Insurance Company and/or any of its U.S.-based affiliates and the predecessors and successors, collectively, and solely in their capacities as insurers of one or more of the Debtors (or any of their predecessors).

shall have a General Unsecured Claim for such amounts and such General Unsecured Claim shall be treated as provided for in the Plan.

- f. except as set forth in this paragraph 79, nothing shall permit or otherwise effectuate a sale, assignment or other transfer of the Chubb Insurance Program, any portion thereof, and/or any rights, benefits, claims, proceeds, rights to payment, or recoveries under and/or relating to the Chubb Insurance Program without the prior express written consent of the Chubb Companies or pursuant to further order of the Court;
- g. the automatic stay of section 362(a) of the Bankruptcy Code and the injunctions set forth in Section XII of the Plan, if and to the extent applicable, shall be deemed lifted without further order of this Bankruptcy Court, solely to permit: (1) claimants with valid workers' compensation claims, claims against non-Debtors that may be entitled to coverage under the Chubb Insurance Program, or direct action claims against the Chubb Companies under applicable non-bankruptcy law to proceed with their claims; (2) the Chubb Companies to administer, handle, defend, settle, and/or pay, in the ordinary course of business and without further order of this Bankruptcy Court, (A) workers' compensation claims, (B) claims where a claimant asserts a direct claim against any of the Chubb Companies under applicable non-bankruptcy law, or an order has been entered by this Bankruptcy Court granting a claimant relief from the automatic stay and/or the injunctions set forth in Article XII of the Plan to proceed with its claim, (C) claims against non-Debtors who may be entitled to coverage under the Chubb Insurance Program, and (D) all costs in relation to each of the foregoing; (3) subject to and in accordance with the terms and conditions of the Chubb Insurance Program, the Chubb Companies to draw on or against, use or apply any or all of Chubb Collateral at any time and to hold the proceeds thereof as security for the obligations of the insureds, including the Debtors (and the Plan Trust, as applicable) and/or apply such proceeds to the obligations of the insureds, including the Debtors (and the Plan Trust, as applicable) under the Chubb Insurance Program in such order as the Chubb Companies may determine; and (4) following the Effective Date, the Chubb Companies to cancel any insurance policies under the Chubb Insurance Program and take other actions relating to the Chubb Insurance Program (including effectuating a setoff and/or asserting any recoupment or subrogation rights or claims (for the avoidance of doubt, any claims against the Debtors or the Plan Trust shall be satisfied as provided for in subpart (e) hereof) in accordance with the terms of the Chubb Insurance Program and applicable non-bankruptcy law);
- h. to the extent it is later asserted that a Claim that is subject to the Medical Liability Claims Procedures may be covered by the Chubb Insurance Program, the Chubb Companies reserve all rights with regard to any such Claim and any findings and conclusions regarding liquidation of any Medical Liability Claim pursuant to the Medical Liability Claims Procedures shall not be binding on the Chubb Companies;
- i. to the extent that it is deemed that the Chubb Companies qualified to participate in the Administrative Expense Claim Consent Program, the Chubb Companies shall

be deemed to have opted out of the Administrative Expense Claims Consent Program; and

- j. nothing in Section 12.5(b) of the Plan or any corresponding provision of this Order requires, precludes, and/or prohibits the Chubb Companies to or from administering, handling, defending, settling and/or paying claims covered by the Chubb Insurance Program in accordance with and subject to the terms and conditions of the Chubb Insurance Program and/or applicable non-bankruptcy law.

80. *Executory Contracts and Unexpired Leases.* For the avoidance of doubt, notwithstanding anything in the contrary to this Order or the Plan, including Section 10.6, an Executory Contract or Unexpired Lease, including any of the Debtors' insurance policies, shall not be deemed assumed by the applicable Debtor on the Effective Date if rejected by the Debtor pursuant to a Final Order on or prior to the Effective Date or is subject of a rejection motion as of the Effective Date.

81. *Class A-1 and Class A-2 Interests.* The Class A-1 and Class A-2 interests shall have the same priority in relation to any setoff rights preserved pursuant to the Plan or this Confirmation Order that the FILO DIP Liens have in relation to such setoff rights as of immediately prior to the Litigation Trust Establishment Date.

82. *Certain Personal Injury Claimants.* Nothing in the Plan or this Order shall (i) subject the Medical Liability Claims of Savannah B. Gross, Joni A. Rausch and William J. Rausch, II, Sidney Brown, as personal representative of the estate of Lawanna Monette Spruill, the estate of Beverly D. Caldwell, the estate of James F. Smith, the estate of Nancy E. DeSouza, Michael Porterfield, as Administrator of the Estate of Brenda Porterfield, deceased, or Roxanne Spampinato (collectively, the "**Personal Injury Claimants**") against non-Debtor third parties, including, but not limited to, any employed or affiliated physician of a Debtor, or any other medical personnel employed by a Debtor, to the Medical Liability Claims Procedures or (ii) enjoin the Personal Injury Claimants from pursuing such claims against non-Debtor third parties, including,

but not limited to, any employed or affiliated physician of a Debtor, or any other medical personnel employed by a Debtor.

83. *The Michelsons.* Notwithstanding anything to the contrary in this Order or the Plan (including the Medical Liability Claim Procedures): (i) Linda Michelson and Michael Michelson (collectively, the “**Michelsons**”) shall be entitled to seek relief from any stay of their claims against the Debtors and non-Debtor defendants and the standards for obtaining such relief shall not be altered from the existing applicable law; (ii) nothing in this Order or the Plan (including the Medical Liability Claims Procedures) shall authorize the Bankruptcy Court to estimate the Michelsons’ asserted Medical Liability Claims against the Debtors for distribution purposes; (iii) the Michelsons’ rights and defenses to assert that the Bankruptcy Court lacks jurisdiction or authority to (A) make any disposition on the merits of the Michelsons’ asserted Medical Liability Claims against the Debtors and/or (B) disallow and expunge, in whole or in part, the Michelsons’ asserted Medical Liability Claim against the Debtors after finding that the Michelsons did not (X) comply with the Medical Liability Claim Procedures (as modified for the Michelsons in clauses (i) and (iv) of this paragraph), (Y) negotiate in good faith, and/or (Z) cooperate with the Estate Representative as may be necessary to effectuate the Medical Liability Claims Procedures, are fully preserved and all parties (including, among others, the Estate Representative) shall be prohibited and estopped from arguing that the Michelsons consented to the Bankruptcy Court exercising such jurisdiction or authority, or otherwise waived, such rights, defenses, and/or arguments by not obtaining a determination at Confirmation Hearing or appealing this Order; and (iv) only the Michelsons (or their successors) shall have the authority to withdraw their respective claims.

84. *Government Payor Claims.* For the avoidance of doubt, the Retained Causes of Action and the Litigation Trust Assets to be transferred to the Litigation Trust includes Claims and Causes of Action asserted or assertable by the Debtors or the Estate against all government payors (whether federal or state, including, without limitation, the Commonwealth of Massachusetts).

85. *Limitation of Debtor Releases.* Notwithstanding anything to the contrary in the Plan or this Order, the releases granted in Section 12.6(a) of the Plan, solely with respect to Claims and Causes of Action based on acts taking place before the Petition Date, shall be limited to Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise that the Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, (a) the Debtors' preparations for chapter 11; and (b) the Debtors' restructuring efforts leading up to the filing of the Chapter 11 Cases, including, for the avoidance of doubt, in the case of each of (a)-(b), all acts or omissions, obligations, transactions, transfers, agreements, events, or any other occurrences of, based on, relating to, or in any manner arising from the conduct of the Transformation Committee members and the Professionals since the appointment of the Transformation Committee members. For the avoidance of doubt, (i) nothing in the foregoing sentence shall enhance, broaden, or enlarge the releases granted in Section 12.6(a) of the Plan or the definition of Released Parties in Section 1.1 of the Plan; and (ii) without limiting the foregoing in any way, for the avoidance of doubt, the releases granted in the Plan to each Related Party by virtue of its relationship to one or more Released Parties are solely in such Related Party's capacity

as such. For the avoidance of doubt, notwithstanding anything to the contrary in the Plan or this Confirmation Order, the Debtor Releases in Section 12.6(a) of the Plan are modified by this paragraph 85 of this Confirmation Order.

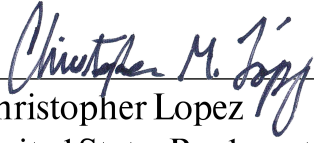
86. *Medical Liability Claims Procedures.* Notwithstanding anything in the Plan or the Medical Liability Claims Procedure to the contrary, if a holder of a Medical Liability Claim against a Debtor is not satisfied with its Claim Determination following completion of Phase 1 of the Medical Liability Claims Procedures, such holder shall not be required to participate in Mediation and instead may elect to proceed under either Phase 3(a) or Phase 3(b) of the Medical Liability Claims Procedures. A holder must submit notice to the Estate Representative of its intent to appeal the Claim Determination and proceed with either Mediation, Arbitration, or liquidating its claims in the tort system without the need to obtain additional relief from the automatic stay within thirty (30) days of receipt of the Claim Determination, otherwise the holder shall be deemed to have accepted the Claim Determination and such claimant's Debtor Medical Liability Claim shall be Allowed in the amount of the Claim Determination without further action by the parties or the Bankruptcy Court. The Medical Liability Claims Procedures shall otherwise remain in full force and effect.

87. Notwithstanding anything else in the Plan or this Order to the contrary, nothing in this Plan or this Order shall reimpose the automatic stay to the extent it was previously lifted by an order of the Bankruptcy Court to allow a holder to liquidate its Medical Liability Claim in the tort system.

88. *Status Conferences.* Status conferences regarding the Debtors' progress towards satisfying the conditions to the Effective Date shall be held on the following dates and times: (i) December 15, 2025, at 1:00 p.m. (Central Time); (ii) June 15, 2026, at 1:00 p.m. (Central Time);

(iii) December 15, 2026, at 1:00 p.m. (Central Time); and (iv) June 15, 2027, at 1:00 p.m. (Central Time).

Signed: July 25, 2025



Christopher Lopez
United States Bankruptcy Judge

Schedule 1

Reservations of Rights

1. *Certain Directors and Officers.* Notwithstanding anything in the Plan or this Order to the contrary, Mark Rich and York21 Solutions LLC shall not be Releasing Parties, and each such parties' defenses to any claims asserted or assertable by the Litigation Trust are preserved. Notwithstanding anything in the Plan or this Order to the contrary, nothing in the Plan or this Order shall prejudice the rights of (or impair the claims or defenses of) any beneficiary or insured under a D&O Policy with respect to such D&O Policy.
2. *Zimmer U.S., Inc.* Notwithstanding anything to the contrary in the Plan or this Order, Zimmer U.S., Inc. shall not be a Releasing Party.
3. *SWARMC.* Notwithstanding anything to the contrary in the Plan, the Plan Supplement, the Definitive Documents, or this Confirmation Order, Southwest Arkansas Regional Medical Center LLC ("SWARMC") and the Debtors reserve all of their rights, remedies, claims, counterclaims, and defenses under the Bankruptcy Code, the Bankruptcy Rules, the Federal Rules, all applicable contracts, and applicable state and Federal laws, including, but not limited to, their rights to file any objections, motions, discovery requests, or other filings as may be appropriate, with respect to the (i) *Motion of Debtors for Entry of an Order (I) Enforcing Sale Order, Asset Purchase Agreement, and Transition Services Agreement; and (II) Granting Related Relief* (Docket No. 4343), (ii) *Response and Objection of Southwest Arkansas Regional Medical Center ("SWARMC") to Motion of Debtors for Entry of an Order (I) To Enforce Sale Order, Asset Purchase Agreement, and Transition Services Agreement; and (II) Granting Related Relief* (Docket No. 4343) and *Counter Motion (A) To Compel Debtors to Comply with the Sale Order and Purchase Agreement, (B) For an Accounting, and (C) Granting Related Relief* (Docket No. 4687), (iii) *Debtors' Reply in Support of Motion of Debtors for Entry of an Order (I) Enforcing Sale Order, Asset Purchase Agreement, and Transition Services Agreement; and (II) Granting Related Relief* (Docket No. 4833), and (iv) *Reply in Support of Counter Motion of Southwest Arkansas Regional Medical Center ("SWARMC") (A) To Compel Debtors to Comply with the Sale Order and Purchase Agreement, (B) For an Accounting, and (C) Granting Related Relief* (Docket No. 4935) and neither the Plan, nor this Order shall be determinative of any of the issues, claims or defenses in the referenced motions of the Debtors and SWARMC.
4. *Insurance Payors.* For the avoidance of doubt, notwithstanding anything to the contrary in this Order, the Plan, or any Definitive Document, no defendant (or respondent in arbitration) to a Cause of Action described on Schedule 1 of the FILO Settlement Term Sheet, including without limitation any commercial health insurer, health plan administrator, licensee of the Blue Cross Blue Shield Association and the Blue Cross Blue Shield Association itself or any other insurance payor, shall be a Released Party.
5. *Lexington Insurance Company.* Nothing in the Plan or this Order shall (i) constitute any adjudication, judgment, trial, hearing on the merits, finding, conclusion, or other determination establishing the coverage obligation of Lexington Insurance Company or any of its affiliates (collectively "**Lexington**") under any insurance policy, nor (ii) limit the right of Lexington to assert any and all defenses at law or in equity that Lexington may have under applicable law

to provide insurance coverage or a defense or to perform any other action arising out of or related to any insurance policy issued by Lexington.

6. *Quorum Health*. Notwithstanding anything to the contrary in the Plan, the Plan Supplement, the Definitive Documents, or this Confirmation Order:
 - (i) Golden Sun TSA Services, LLC, Odessa Texas Hospital Company, LLC, Big Spring Texas Hospital Company, LLC, Quorum Health Corporation, and their respective Related Parties (collectively and individually as the context requires, “**Quorum Health**”) are not Releasing Parties under the Plan;
 - (ii) Quorum Health reserves any valid defenses, including setoff and recoupment, against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; *provided, however*, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved;
 - (iii) The (a) *Order (I) Authorizing and Approving (A) the Sale of Odessa Regional Medical Center and Scenic Mountain Medical Center Free and Clear of Liens, Claims, Encumbrances, and Interests, and (B) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; and (II) Granting Related Relief* (Docket No. 2887) (the “Quorum Hospital Sale Order”), (b) BSAs and all related Transaction Documents (as those terms are defined in the Quorum Hospital Sale Order), (c) the *Order (I) Authorizing and Approving (A) Sale of Transition Services Agreement Assets Free and Clear of Encumbrances to Affiliate of Quorum Health, (B) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Related Settlements; and (II) Granting Related Relief* (Docket No. 4192) (the “**Quorum TSA Sale Order**”), and (d) the APA (as defined in the Quorum TSA Sale Order) and all related transaction documents (all such agreements, transaction documents, and orders referenced in (a) through (d) collectively, the “**Quorum Transaction Documents**”), the Debtors’ and Estates’ obligations under such Quorum Transaction Documents, and any of Quorum Health’s rights, defenses, remedies, Claims or Causes of Action arising from or relating to the Quorum Transaction Documents, are not impaired by the Plan, the Plan Supplement, the Definitive Documents, or this Confirmation Order;
 - (iv) Confirmation of the Plan shall not constitute a rejection, assumption, or assignment of the Debtors’ unexpired leases relating to the medical office building in Big Spring, Texas (the “**Big Spring Leases**”), the Debtors’ assumption and assignment of which are the subject of objections and a pending Cure Dispute (Docket. Nos. 1730, 1979, 2724, and 3172) filed by Shannon Real Estate Services, the present owner of such medical office building, the resolution of which disputes shall be resolved in accordance with the orders approving the Quorum Transaction Documents. Notwithstanding anything in the Plan or Confirmation Order to the contrary, including Paragraphs 10.4 and 10.9(d) of the Plan, any Proofs of Claim based on the rejection of any of the Debtors’ Big Spring Leases must be filed with the Bankruptcy Court and served on the Claims and Noticing Agent no later than twenty-one (21) days after the date Shannon Real Estate Services receives notice of any such rejection.

7. *Boston Sports Medicine*. Notwithstanding anything to the contrary in the Plan, the Plan Supplement, the Definitive Documents, or this Confirmation Order:

- (i) Boston Sports Medicine, Inc. (“**Boston Sports Medicine**”) is not a Releasing Party under the Plan;
- (ii) Boston Sports Medicine reserves any valid defenses, including setoff and recoupment against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; *provided, however*, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved;
- (iii) The Debtors and Boston Sports Medicine agree that, for purposes of Boston Sports Medicine’s complaint (the “**Boston Sports Medicine Complaint**”) in the United States District Court for the District of Massachusetts, pending as Case Number 1:21-cv-11945-DJC (the “**Boston Sports Medicine Litigation**”), the automatic stay and any injunction in the Plan do not apply to claims or causes of action against non-debtor Dr. Thomas J. Gill;
- (iv) the Plan, the Plan Supplement, the Definitive Documents, and this Confirmation Order do not resolve the merits of Boston Sports Medicine’s claims and causes of action set forth in the Boston Sports Medicine Complaint or that could otherwise be asserted in the Boston Sports Medicine Litigation, and all parties’ arguments are preserved;
- (v) Boston Sports Medicine reserves the right to seek non-monetary injunctive or similar equitable non-monetary relief against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, and the Plan Trustee, and any other successors or assigns of the Debtors or the Estates with respect to Boston Sports Medicine’s claims and causes of action set forth in the Boston Sports Medicine Complaint; *provided, however*, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, as applicable, with respect thereto are fully preserved;
- (vi) Boston Sports Medicine reserves the right to assert an Administrative Expense Claim for any monetary damages arising prior to the Effective Date, and all parties’ defenses and objections to any such Administrative Expense Claim are preserved; *provided, however*, any asserted Administrative Expense Claim remains subject to the Administrative Expense Claims Bar Date (as defined in section 1.1 of the Plan);
- (vii) Boston Sports Medicine’s claims and causes of action for monetary damages arising after the Effective Date, if any, are not altered, impaired, released, stayed, enjoined, amended, rejected, discharged, or otherwise affected by the Plan, the Plan Supplement, the Definitive Documents, or this Confirmation Order; and
- (viii) the Debtors, the Estates, the Estate Representative, the Plan Trust, or the Plan Trustee shall provide Boston Sports Medicine at least seven (7) days’ prior notice and an opportunity to object prior to selling or assigning Boston Sports Medicine and Research Institute, LLC’s domain name, trade name, marks, or trademarks.

8. *Highspring*. Notwithstanding anything to the contrary in the Plan, the Plan Supplement, the Definitive Documents, or this Confirmation Order:
 - (i) Highspring LLC, f/k/a Vaco LLC (“**Highspring**”) is not a Releasing Party under the Plan; and
 - (ii) Highspring reserves any valid defenses, including setoff and recoupment, against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; provided, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved.
9. *US MED-EQUIP, LLC*. Notwithstanding anything to the contrary in the Plan, the Plan Supplement, the Definitive Documents, or this Confirmation Order:
 - (i) US MED-EQUIP, LLC (“**US MED-EQUIP**”) is not a Releasing Party under the Plan;
 - (ii) US MED-EQUIP reserves any valid defenses, including setoff and recoupment, against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; provided, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved; and
 - (iii) US MED-EQUIP has opted out of the Administrative Expense Claims Consent Program.
10. *DJO Entities*. Medshape, Inc., DJO, LLC, Trilliant Surgical, LLC, Novastep, Inc., Encore Medical, L.P. (d/b/a DJO Surgical) and SURGI-CARE, Inc. (the “**DJO Entities**”) reserves any valid defenses of setoff and recoupment against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; *provided, however*, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved.
11. *Blue Cross Blue Shield Texas*. Health Care Service Corporation, a Mutual Legal Reserve Company and its division Blue Cross and Blue Shield of Texas (collectively “**BCBSTX**”) reserves all defenses of setoff, waiver of claims and causes of action, and recoupment against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; provided, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved. BCBSTX does not waive any claims or defenses as to its proofs of claims

filed against the Debtors and/or Estates as applicable, except to the extent such proofs of claim have otherwise been withdrawn with prejudice or disallowed and expunged by order of the Court.

12. *UC Health*. University of Colorado Health, a Colorado non-profit corporation (“**UCHealth**”) reserves any valid defenses, including setoff and recoupment against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; *provided*, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved.
13. *Cintas*. Cintas Corporation No. 2 (“**Cintas**”) reserves any valid defenses, including those of setoff and recoupment against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; *provided, however*, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved.
14. *Dext Capital*. Dext Capital, LLC reserves any valid defenses of setoff and recoupment against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, the Released Parties, and/or the Exculpated Parties and any other successors or assigns of the Debtors or the Estates; *provided*, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved.
15. *Compass Parties*. Morrison Management Specialists, Inc., Compass Group USA, Inc. by and through its subsidiary Crothall Healthcare, Inc., and Crothall Healthcare, Inc. (collectively, the “**Compass Parties**”) reserve any valid defenses of setoff and recoupment against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; *provided*, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved.
16. *Stryker*. Notwithstanding anything to the contrary in the Plan or this Confirmation Order (as either or both may be modified, supplemented, or amended), all defenses (including, without limitation, setoff, subrogation, recoupment, or affirmative defenses of any kind or nature) of Stryker Corporation and any of its divisions, affiliates, subsidiaries, successors and assigns (“**Stryker**”) against the Debtors, the Plan Administrator, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any successors or assigns of the Debtors or the Estates, or any entity authorized to prosecute Causes of Action under the Plan, are preserved, and are not waived, released, exculpated, relinquished, discharged, enjoined, barred, or otherwise adversely affected by the Plan, this Confirmation Order or otherwise; *provided, however*, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the

Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are also fully preserved.

17. *Humana*. Notwithstanding anything in the Plan or this Order to the contrary, Humana, Humana Insurance Company, Humana Health Plan, Inc., Humana Government Business, Inc., and CarePlus Health Plans, Inc. (collectively, the “**Humana Entities**”) reserves any valid defenses including, but not limited to, defenses of setoff and recoupment or causes of action against any third party, the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assignees of the Debtors or the Estates; provided, however, that the rights and defenses of any third party, the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successor or assigns of the Debtors of the Estates as applicable, with respect thereto are fully preserved. Humana is not a Releasing Party under the Plan. Notwithstanding anything to the contrary in the Plan or Confirmation Order, to the extent the Debtors or Humana discover that any executory contracts are still in effect between the Debtors and a Humana Entity prior to the Effective Date, which were not addressed on the Schedule of Assumed Contracts, then the Debtors will work with Humana in good faith within 30 days of the discovery regarding the disposition of an applicable contract. The Debtors shall also work in good faith following the Confirmation Date regarding the disposition of the executory contracts between a Humana Entity and the Debtors identified on the Schedule of Assumed Contracts.
18. *Access*. Notwithstanding anything to the contrary in the Plan, the Plan Supplement, the Definitive Documents or this Confirmation Order:
 - (i) Access Information Management Corporation f/k/a Retrievox, Inc. (“**Access**”) is not a Releasing Party under the Plan;
 - (ii) Access reserves any and all valid defenses, including setoff and recoupment, against third parties, the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; provided, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved;
 - (iii) Promptly following entry of this Confirmation Order, the Debtors will work in good faith with Access regarding the treatment of the Debtors’ medical records in Access’ possession, and, subject to the terms and conditions of the Plan (including section 2.1 thereof) and this Confirmation Order (including paragraphs 19–21 hereof), Access reserves all rights to seek payment in advance and/or assert an Administrative Expense Claim for all costs associated with the further storage, destruction, transportation or other treatment of such records, and the Debtors reserve all rights and defenses in connection therewith; and
 - (iv) For the avoidance of doubt, (i) nothing in the Plan or this Confirmation Order shall affect the requirements of section 365(b)(1) of the Bankruptcy Code with respect to any pending objections filed by Access regarding the assumption and assignment of Access’ contract(s) pursuant to any other order(s) of the Bankruptcy Court that have not otherwise been resolved, all of which are preserved and (ii) that certain Master Agreement: Records

Storage and Management Services dated as of April 1, 2018 by and between Access and debtor Steward Health Care System LLC, as amended and supplemented, is the subject of a Cure Dispute. *See* Docket No. 1081.

19. *HHS*. Notwithstanding anything to the contrary in the Plan, any Plan documents, or the Confirmation Order, nothing therein or herein shall affect any setoff, subrogation, or recoupment rights of HHS Environmental Services, LLC, HHS Culinary and Nutrition Solutions, LLC or any of their affiliates (collectively, “HHS”) against any obligation, and HHS reserves any and all valid defenses of setoff, subrogation, and recoupment against the Debtors, the Estates, the Estate Representative, the Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; provided, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates, as applicable, with respect thereto are fully preserved.
20. *Getinge*. Notwithstanding anything else in the Plan or this Confirmation Order to the contrary, neither the confirmation of the Plan, the entry of this Confirmation Order nor the effectuation of any transaction contemplated thereby shall impair any defense of setoff or recoupment held by Getinge USA Sales, LLC (with its affiliates, collectively, “**Getinge**”) to the extent such defense existed and was valid prior to the confirmation of the Plan, with the effect that any such defense may be asserted by and is fully preserved in favor of Getinge against the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, the Plan Administrator Committee and any other successors or assigns of the Debtors or the Estates; for the avoidance of doubt, the foregoing does not expand Getinge’s rights or defenses (if any) as they exist immediately prior to the confirmation of the Plan.
21. [*Reserved*.]
22. *CHRISTUS, Orlando Health, and HSA*. Notwithstanding anything in this Confirmation Order to the contrary, each of CHRISTUS Health Ark-La-Tex (“**CHRISTUS**”), Orlando Health Medical Group, Inc. (collectively “**Orlando Health**”), Healthcare Systems of America (“**HSA**”) reserve any and all defenses, including setoff and recoupment, that it may have against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; provided, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved. Notwithstanding anything in this Order to the contrary, each of CHRISTUS, Orlando Health, and HSA shall not be required to obtain leave of this Court prior to asserting any defense, including setoff and recoupment, in any litigation or other proceeding filed or pending against it. Nothing in this paragraph shall be construed to create, expand, limit, impair or acknowledge any right of setoff or recoupment by the Debtors and their successors and assigns beyond those that exist independent of this paragraph.
23. *Commonwealth*. The Commonwealth of Massachusetts reserves, and nothing in the Plan or Confirmation Order affects or modifies, any valid setoff and recoupment rights against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates;

provided, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved.

24. *Florida Blue*. Blue Cross and Blue Shield of Florida, Inc. (“**Florida Blue**”) reserves any valid defenses, including those of setoff and recoupment, against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; *provided, however*, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved.
25. *[Reserved.]*
26. *Blue Cross Blue Shield MA*. Notwithstanding any provision to the contrary in the Disclosure Statement, Plan, supporting Plan documents, and Plan Confirmation Order, any defenses of Blue Cross and Blue Shield of Massachusetts HMO Blue, Inc. and Blue Cross and Blue Shield of Massachusetts, Inc., including but not limited to, rights and defenses of setoff and recoupment, are fully preserved against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; *provided, however*, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved.
27. *ODM*. Ohio Department of Medicaid (“**ODM**”) reserves any valid defenses of setoff and recoupment against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; *provided, however*, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved.
28. *Sunbelt Rentals*. Notwithstanding anything to the contrary in this Confirmation Order, the Plan, the Disclosure Statement, or any exhibit or supplement to any of the foregoing documents, all of Sunbelt Rentals, Inc.’s rights and defenses of setoff and recoupment against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, any chapter 11 trustee appointed in these cases, any chapter 7 trustee appointed upon any conversion of these cases, and any other successors or assigns of any of the foregoing are fully preserved; *provided, however*, that the rights and defenses of the Debtors, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, any chapter 11 trustee appointed in these cases, any chapter 7 trustee appointed upon any conversion of these cases, and any other successors or assigns of any of the foregoing, with respect thereto are fully preserved.
29. *Mass General Brigham*. Mass General Brigham Incorporated, on behalf of certain of its affiliates (collectively, the “**MGB Entities**”), including Mass General Brigham Health Plan, Inc. (f/k/a AllWays Health Partners, Inc. and Neighborhood Health Plan, Incorporated) (“**MGBH**”) and Mass General Brigham Health Insurance Company (f/k/a AllWays Health

Partners Insurance Company) (“**MGBHIC**,” and collectively with MGBH, “**MGBHP**”) reserve any valid defenses of setoff and recoupment against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; provided, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved.

30. *Western Reserve*. Nothing in the Plan shall be an adjudication, or determination as to the classification, of the claims asserted by Western Reserve Health Education Inc. in the *Application & Motion of Western Reserve Health Education, Inc. for (1) Allowance and Payment of Administrative Expense Claim; and (2) Accounting & Turnover of Post Petition Grant Funds* (Docket No. 3537); *provided* that the Debtors’ defenses to such claims are fully preserved.
31. *Sodexo*. Sodexo reserves any and all setoff and recoupment claims, rights, and defenses against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; provided, however, that the claims, rights, and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved. For the avoidance of doubt, Sodexo opts out of any and all releases provided in the Plan and opts out of the Administrative Expense Claim Consent Program.
32. *LabCorp*. In order to effectuate that certain *Stipulation and Agreed Order Resolving Potential Avoidance Claims* (Docket No. 5596-1) (the “**Stipulation and Agreed Order**”) by and among the Debtors, Laboratory Corporation of America (“**Laboratory Corporation**”), and Medtox Laboratories, Inc. (“**Medtox**,” and collectively with Laboratory Corporation, “**LabCorp**”), any and all claims and causes of action of the Debtors and their successors and assigns, including, but not limited to, any and all claims, damages, actions, suits, causes of action, rights, liens, demands, obligations and/or liabilities, whether statutory or at common law, known or unknown, asserted or unasserted, in equity or otherwise, including those arising under chapter 5 of the Bankruptcy Code (“**Chapter 5 Causes of Action**”), other than liability of LabCorp, if any, that would otherwise result from any act or omission of such released party to the extent that such act or omission is determined by a final order to have constituted willful misconduct involving claims for actual fraud or intentional torts, in each case, other than Chapter 5 Causes of Action, (collectively, the “**LabCorp Causes of Action**”), shall not become Litigation Trust Causes of Action or be transferred to the Litigation Trust⁸ on the Litigation Trust Establishment Date. The LabCorp Causes of Action shall only become Litigation Trust Causes of Action and be transferred to the Litigation Trust in the event that the Bankruptcy Court denies the motion seeking an order approving the Stipulation and Agreed Order and such order has become final and non-appealable. Further, unless and until the Bankruptcy Court approves the Stipulation and Agreed Order and such order has become final and non-appealable, Laboratory Corporation and Medtox and each of their affiliates

⁸ Capitalized terms used but not otherwise defined in this language to be included in any order confirming the Debtors’ Plan shall have the meanings ascribed to them in the Debtors’ Plan.

(collectively, the “**LabCorp Parties**”) expressly and fully reserve and preserve any and all valid defenses, including any rights of setoff, recoupment, and any and all other valid defenses of the LabCorp Parties under applicable law against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; *provided, however*, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully reserved and preserved.

33. *Dr. Kasper*. Notwithstanding anything to the contrary in the Plan or this Order, nothing in the Plan or Order shall impair the cure claim of Dr. Ekkehard Kasper (“**Dr. Kasper**”) or Dr. Kasper’s objection to the Debtors’ proposed cure amount filed at Docket Nos. 1776 and 2813, and all of the Debtors’ rights and defenses to such cure claim are preserved. Dr. Kasper reserves any valid defenses of setoff and recoupment against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; *provided, however*, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved. The parties shall attempt to negotiate a resolution to the cure claim and if they fail to achieve a settlement, the Debtors, the Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust or the Plan Trustee and any other successors or assigns of the Debtors or the Estates as applicable, shall file an objection to the cure claim on or before December 31, 2025 and their failure to do so will result in the cure claim being Allowed as an administrative expense claim in the amount set forth in his cure objection at Docket No. 1776. The Debtor acknowledges receipt of and accepts Dr. Kasper’s Administrative Claim Consent Program Opt-Out Form.
34. *Elevance*. The Elevance Health Companies, Inc., on behalf of itself and its affiliates (including, without limitation, Community Insurance Company, dba Anthem Blue Cross and Blue Shield, Unicare Life & Health Insurance Company, Carelon Health, Carelon Behavioral Health LLC, Beacon Health Strategies, LLC, Massachusetts Behavioral Health Partnership, HealthSun Health Plans, Inc., Simply Healthcare Plans, Inc., Freedom Health, Inc., Freedom Optimum, Apc Passe, LLC, CareMore and WellPoint, Inc. f/k/a Amerigroup Texas, Inc. d/b/a Amerigroup Community Care) (collectively, “**Elevance**”) reserves any valid defenses of setoff and recoupment against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; *provided, however*, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved. For the avoidance of doubt, nothing in the Plan or this Confirmation Order shall affect the requirements of section 365(b)(1) of the Bankruptcy Code with respect to any pending objections filed by Elevance regarding the assumption and assignment of Elevance’s contracts pursuant to any other order(s) of the Bankruptcy Court that have not otherwise been resolved, all of which are preserved.
35. *FRS*. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, Financial Recovery Services, LLC (“**FRS**”) reserves and shall not be deemed to waive (i) the

right to contest the Debtors' rejection of the PCIF Agreement (as defined in as defined in Docket No. 5497) on the basis that such contract is not executory, (ii) any and all rights in connection with the assignment set forth in the paragraph entitled "FRS Compensation" in the PCIF Agreement, and (iii) FRS's rights to pursue its filed administrative expense claim. The Debtors and the Plan Trustee reserve all their rights and defenses in connection with the PCIF Agreement and FRS's assertions with respect thereto.

36. *Becton, Dickinson and Company*. Notwithstanding anything in the Plan or this Order, all of Becton, Dickinson and Company's defenses, including but not limited to rights of setoff and recoupment, against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates, with respect to litigation between or among such parties, are fully preserved.
37. *Shannon Real Estate Services*. For the avoidance of doubt, nothing in the Plan or this Confirmation Order shall affect the requirements of section 365(b)(1) of the Bankruptcy Code or other applicable law with respect to any pending objections filed by Shannon Real Estate Services ("**Shannon**") regarding the assumption and assignment of Shannon's contracts pursuant to any other order(s) of the Bankruptcy Court that have not otherwise been resolved, all of which are preserved.
38. *Molina*. Notwithstanding anything to the contrary in the Plan or this Confirmation Order (as either or both may be modified, supplemented, or amended), all defenses (including, without limitation, setoff, subrogation, recoupment, or affirmative defenses of any kind or nature) of Healthcare of Idaho, Molina Healthcare of Mississippi, Inc., Senior Whole Health, LLC, Molina Healthcare of South Carolina, Inc., Molina Healthcare of Texas, Inc., Molina Healthcare of Utah, Inc., Molina Healthcare of California, Inc., Molina Healthcare of Michigan, Inc., Molina Healthcare of New Mexico, Inc., Molina Healthcare of Virginia, Inc., Molina Healthcare of Washington, Inc., Senior Whole Health of New York, a/k/a Molina Healthcare of New York and or Affinity by Molina Healthcare, Molina Healthcare of Wisconsin Inc., including their affiliates and subsidiaries that underwrite or administer health plans (collectively, "**Molina**") against third parties, the Debtors, the Plan Administrator Committee, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any successors or assigns of the Debtors or the Estates, or any entity authorized to prosecute Causes of Action under the Plan, are preserved, and are not waived, released, exculpated, relinquished, discharged, enjoined, barred, or otherwise adversely affected by the Plan, this Confirmation Order or otherwise; provided, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are also fully preserved.
39. *Estate of Grogg*. Nothing in the Plan or this Order shall (i) subject the Medical Liability Claims of Denise Grogg, individually and as personal representative of the estate of Terence Grogg ("**Estate of Grogg**"), against non-Debtor third parties, including, but not limited to, any employed or affiliated physician of a Debtor, or any other medical personnel employed by a Debtor, to the Medical Liability Claims Procedures or (ii) enjoin the Estate of Grogg from pursuing such claims against non-Debtor third parties including, but not limited to, any employed or affiliated physician of a Debtor, or any other medical personnel employed by a Debtor. If the Estate of Grogg elects to proceed with liquidating its Medical Liability Claims

against the Debtors in the tort system, pursuant to phase 3(b) of the Medical Liability Claims Procedures, the Plan Injunction, to the extent applicable, shall be deemed modified, without further order of the Bankruptcy Court, to allow the Estate of Grogg to proceed against the Estate Representative in the tort system for the sole purpose of liquidating its Medical Liability Claims against the Debtors.

40. *Tenet Healthcare*. Notwithstanding anything to the contrary in the Plan, the Plan Supplement, the Definitive Documents, or this Confirmation Order, Tenet Business Services Corporation, Conifer Revenue Cycle Solutions, LLC, and the Tenet APA Parties⁹ reserves any valid defenses, including setoff and recoupment, against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates; provided, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved.
41. *TRACO*. TRACO International Group S. De R.L. (“**TRACO**”) reserves any valid defenses of setoff and recoupment against the Debtors, the Estates, the Estate Representative, the Litigation Trust, the Litigation Trustee, the Plan Trust, the Plan Trustee, and any other successors or assigns of the Debtors or the Estates with respect to any dispute among the parties, including but not limited to TRACO’s (i) Administrative Claim No. 13963; (ii) motion for payment of postpetition premiums (Docket No. 3341); and (iii) General Unsecured Claim Nos. 14808-14870; provided, however, that the rights and defenses of the Debtors, Plan Administrator Committee, the Litigation Trust, the Litigation Trustee, the Plan Trust, or the Plan Trustee, and any other successors or assigns of the Debtors or the Estates as applicable, with respect thereto are fully preserved. Reference is hereby made to that certain adversary proceeding styled *TRACO International Group S. De R.L. v. Steward Health Care System LLC and All Affiliated Debtors*, Adversary Case No. 24-03261 (the “**TRACO Adversary Proceeding**”) filed on December 6, 2024. Notwithstanding anything to the contrary in this Order, to the extent that any funds transferred to the Litigation Trust by the Debtors on the Litigation Trust Establishment Date pursuant to the FILO Settlement Order (as defined in the Plan) are either found by a final, non-appealable order of this Court, or mutual agreement by the Debtors, the FILO Secured Parties (or, after the Litigation Trust Establishment Date, the Class A- 2 Representative), and TRACO, to be held in trust for TRACO (the “**Disputed Funds**”), this Order shall not be deemed to impair any claims asserted in the TRACO Adversary Proceeding with respect to such funds or judgments related thereto; provided, that nothing contained herein shall be deemed to abrogate any requirements under the Bankruptcy Code or Bankruptcy Rules to obtain approvals of settlements. This Order shall not impact the reservation of TRACO’s rights set forth at paragraph 55 of the FILO Settlement Order. The Debtors, TRACO, and all other parties reserve all of their rights, remedies, claims, and defenses with respect to the Disputed Funds under the Bankruptcy Code, the Bankruptcy Rules, the Federal Rules, all

⁹ The “**Tenet APA Parties**” are CGH Hospital, Ltd., Coral Gables Hospital, Inc., Hialeah Hospital, Inc., Hialeah Real Properties, Inc., Lifemark Hospitals of Florida, Inc., Lifemark Hospitals, Inc., North Shore Medical Center, Inc., Sunrise Medical Group I, LLC, Tenet Florida Physician Services, LLC, TFPS IV, LLC, and Sharilee Smith, as trustee, and Tenet Healthcare Corporation.

applicable contracts, and applicable state and Federal laws, including, but not limited to, their rights to file any objections, motions, or other filings as may be appropriate.

Exhibit A

Plan

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: STEWARD HEALTH CARE SYSTEM LLC, et al., Debtors.¹	§ § § § § § § § §	Chapter 11 Case No. 24-90213 (CML) (Jointly Administered)
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**JOINT CHAPTER 11 PLAN OF LIQUIDATION OF
STEWARD HEALTH CARE SYSTEM LLC AND ITS AFFILIATED DEBTORS**

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Attorneys for Debtors and Debtors in Possession

July 11, 2025
Houston, Texas

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/Steward>. The Debtors' service address for these chapter 11 cases is 2811 McKinney Avenue, Suite 300, Dallas, Texas 75204.

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Each of the debtors in the above-captioned chapter 11 cases (each, a “**Debtor**” and, collectively, the “**Debtors**”) proposes the following joint chapter 11 plan of liquidation pursuant to section 1121(a) of the Bankruptcy Code. Capitalized terms used herein shall have the meanings set forth in Section 1.1 below.

ARTICLE I. DEFINITIONS AND INTERPRETATION.

1.1 Definitions.

The following terms shall have the respective meanings specified below:

2016 Distribution means the dividends, distributions, and/or allocations paid, made, and/or issued in October 2016 by Steward Health Care System LLC and all other transactions related thereto (including any subsequent transfer of the proceeds thereof).

2020 Transactions means, individually and/or collectively, (i) the transactions that were entered into and/or occurred in or about May 2020 pursuant to which: (a) Manolete Health, LLC purchased Steward Healthcare International Holdings Ltd. from Steward Health Care System LLC, (b) Jordan Valley Medical Center, LP (“**Jordan Valley**”) and Davis Hospital and Medical Center, LP (“**Davis**”) contributed real properties to MPT of Utah-Steward, LLC (together with its subsidiaries, the “**Utah JV**”) for common equity interests in the Utah JV and subsequent cash distributions from the Utah JV, and the Utah JV leased such real properties back to Jordan Valley and Davis, and (c) Cerberus Operations and Advisory Company exchanged its equity in Steward Healthcare Investors LLC for a \$350 million convertible note, and (ii) all other transactions related thereto, including any transactions in what was referred to at the time as Project Easter.

2021 Distribution means the dividends, distributions, and/or allocations paid, made, and/or issued in January 2021 by Steward Health Care System LLC and all other transactions related thereto (including any subsequent transfer of the proceeds thereof).

2022 Transaction means the transaction or transactions entered into on or about May 31, 2022 (and certain other dates in 2022) by and among, among others, Sparta Merger Sub I Inc., Sparta Merger Sub II Inc., Sparta Merger Sub III Inc., Sparta Merger Sub I LLC, Sparta Merger Sub II LLC, Sparta Merger Sub III LLC, Sparta Sub Inc., SNCN Holdco Inc., SICN Holdco Inc., Steward Integrated Care Network, Inc., Steward Accountable Care Network, Inc., Steward Health Care Network Inc., Sparta Holding Co. LLC, Steward Health Care System LLC and CareMax, Inc. pursuant to which certain value-based care assets were transferred to Sparta Holding Co. LLC and acquired by CareMax, Inc., and all other transactions related thereto or included therein (including any dividends, distributions, and/or allocations paid, made, and/or issued in 2022 in connection with and/or following such transaction(s), and any subsequent transfer of the proceeds thereof or arising therefrom).

Administrative Expense Claim means any Claim for a cost or expense of administration incurred during the Chapter 11 Cases of a kind specified under sections 327, 328, 330, 365, 503(b) of the Bankruptcy Code and entitled to priority under sections 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including (i) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Estates and

operating the Debtors' businesses and (ii) Professional Fee Claims, but excluding FILO DIP Claims, FILO Bridge Claims, Intercompany Claims, and Priority Tax Claims.

Administrative Expense Claims Bar Date means (i) the date fixed by the Administrative Expense Claims Bar Date Order by which any Person (including any Governmental Unit) asserting an Administrative Expense Claim against any Debtor (subject to the exceptions contained therein) must have filed a proof of Administrative Expense Claim with the Bankruptcy Court or application for allowance of such Administrative Expense Claim (as applicable) against any such Debtor or be forever barred from asserting such Administrative Expense Claim, (ii) the first Business Day that is twenty (20) days following the Confirmation Date with respect to Administrative Expense Claims (other than Professional Fee Claims) held by any Person (including any Governmental Unit) arising prior to the Confirmation Date that are not subject to the Administrative Expense Claims Bar Date Order, or (iii) the first Business Day that is twenty (20) days following the Effective Date, with respect to Administrative Expense Claims (other than Professional Fee Claims) held by any Person (including any Governmental Unit) arising between the Confirmation Date and the Effective Date. The Confirmation Order shall provide for the Administrative Expense Claims Bar Dates set forth in clauses (ii) and (iii) of the immediately preceding sentence.

Administrative Expense Claims Bar Date Order means the Order (I) Setting a Bar Date for Filing Proofs of Administrative Claims, (II) Establishing Administrative Claims Procedures, (III) Approving the Form and Manner of Filing Proofs of Administrative Claims, (IV) Approving Notice of the Administrative Claims Bar Date, and (V) Granting Related Relief (Docket No. 3217), entered by the Bankruptcy Court on November 14, 2024.

Administrative Expense Claims Consent Program means the consent program proposed to certain holders of Administrative Expense Claims with respect to the treatment of such Administrative Expense Claims as set forth in the Confirmation Order and the Plan.

Administrative Expense Claims Consent Program Condition means that, in accordance with the terms and conditions of the Administrative Expense Claims Consent Program, holders of more than seventy-five percent (75%) of the aggregate dollar amount of Administrative Expense Claims, in the amounts set forth in the Administrative Expense Claims Consent Program Opt-Out Form, do not opt out of participating in the Administrative Expense Claims Consent Program, which such condition may be waived by the Debtors and the Creditors' Committee.

Administrative Expense Claims Consent Program Opt-Out Form means the opt-out form, approved under the Disclosure Statement Order, sent to holders of Administrative Expense Claims pursuant to which holders may opt out of participating in the Administrative Expense Claims Consent Program.

Affiliate means, with respect to any specified Entity: (i) an "affiliate," as defined in section 101(2) of the Bankruptcy Code, of such specified Entity as if such specified Entity were a debtor in a case under the Bankruptcy Code; (ii) any Entity that, directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by or is under common control with the specified Entity; (iii) any Entity that directly or indirectly owns, controls, or holds twenty percent (20%) or more of the outstanding equity securities of the specified Entity; or (iv) any Entity

twenty percent (20%) or more of whose outstanding equity securities are directly or indirectly owned, controlled, or held by the specified Entity or by an Entity that directly or indirectly owns, controls, or holds twenty percent (20%) or more of the outstanding equity securities of the specified Entity. As used in the prior sentence, “control” includes (without limitation) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the specified Entity (whether through the ownership of equity, by contract or otherwise).

Allowed means, with respect to any Claim against or Interest in a Debtor, (i) any Claim or Interest arising on or before the Effective Date or under section 502(h) of the Bankruptcy Code (a) as to which no objection to allowance has been interposed within the time period set forth in this Plan or (b) as to which any objection has been determined by a Final Order of the Bankruptcy Court to the extent such objection is determined in favor of the respective holder, (ii) any Claim or Interest as to which the liability of the Debtors and the amount thereof are determined by a Final Order of a court of competent jurisdiction other than the Bankruptcy Court, (iii) any Claim or Interest expressly Allowed under this Plan, or (iv) any Claim that is listed in the Debtors’ Schedules as liquidated, non-contingent, and undisputed; *provided* that the Debtors, the Plan Administrator Committee, and the Plan Trustee, as applicable, will retain all claims and defenses with respect to Allowed Claims that are Unimpaired pursuant to this Plan, except that no such Claims shall be retained against Released Parties other than as expressly set forth in ARTICLE XII of this Plan.

Allowed Bridge MOIC Amount means \$11,250,000 through March 31, 2026 and increasing by: (i) \$1,000,000 on April 1, 2026, (ii) \$1,500,000 on May 1, 2026, (iii) \$2,000,000 on June 1, 2026, (iv) 2,500,000 on July 1, 2026, (v) \$3,000,000 on August 1, 2026, and (vi) \$3,750,000 on September 1, 2026 and on the first day of each month thereafter until the FILO Balance (as defined in the FILO Settlement Term Sheet) is paid in full in Cash; *provided* that the Allowed Bridge MOIC Amount shall not exceed 85% of \$75,000,000 *minus* any interest paid or accreted on account of the FILO Bridge Claims (including any interest paid or accreted on account of the Class A-2 Preference that is allocable to FILO Bridge Claims).

Asset means any right, title, and interest of a Debtor in and to property of whatever type or nature, including real, personal, mixed, intellectual, tangible, and intangible.

Available Cash means Cash on hand (including any amounts invested pending distribution) of the Plan Trust or the Litigation Trust, as applicable, as of the date of determination, net of any amounts reserved in respect of Disputed Claims and any reserves established in the good faith discretion of the Plan Trustee or the Litigation Trustee, as applicable, in consultation with the Creditors’ Committee, to provide for payment of any obligations or liabilities of the Plan Trust or Litigation Trust, as applicable, including any Claims assumed by the Plan Trust or the Litigation Trust pursuant to this Plan and any costs or expenses of the Plan Trust or Plan Trustee or the Litigation Trust or Litigation Trustee and any taxes (including, to the extent any assets allocable to, or held on account of, Disputed Claims are treated as a disputed ownership fund or other separate taxable entity, any taxes of such fund or separate taxable entity), or to maintain the value of any Assets of the Plan Trust or the Litigation Trust, as applicable.

Avoidance Actions means any and all actual or potential Claims and Causes of Action to avoid a transfer of property or an obligation incurred by the Debtors or their Estates arising

under (i) chapter 5 of the Bankruptcy Code, including sections 502(d), 544, 545, 547, 548, 549, 550, 551, or 553(b) of the Bankruptcy Code, or (ii) applicable non-bankruptcy law including any state or foreign law governing fraudulent or otherwise avoidable obligations, transfers or conveyances.

Ballot means each of the ballots distributed to the holders of Impaired Claims entitled to vote on the Plan.

Bankruptcy Code means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.

Bankruptcy Court means the United States Bankruptcy Court for the Southern District of Texas, Houston Division having jurisdiction over the Chapter 11 Cases and, to the extent of any reference made under section 157 of title 28 of the United States Code or if the Bankruptcy Court is determined not to have authority to enter a Final Order on an issue, the unit of such District Court having jurisdiction over the Chapter 11 Cases under section 151 of title 28 of the United States Code.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, and any local rules of the Bankruptcy Court, in each case as applicable to the Chapter 11 Cases.

Bar Date means the date fixed by order(s) of the Bankruptcy Court (including the Bar Date Order or otherwise in this Plan or the Confirmation Order) by which any Persons, asserting a Claim against any Debtor must have filed a Proof of Claim or application for allowance of such Claim (as applicable) with the Bankruptcy Court against any such Debtor or be forever barred from asserting such Claim.

Bar Date Order means the *Order (I) Establishing Deadlines and Procedures for Filing Proofs of Claim; (II) Approving Form and Manner of Notice Thereof; and (III) Granting Related Relief* (Docket No. 1564) as may be modified, supplemented, or amended from time to time.

Bridge Credit Agreement means that certain *Credit Agreement*, dated as of February 21, 2024, by and among Steward Health Care Network, Inc., Steward Emergency Physicians, Inc., Steward Physician Contracting, Inc., Steward Medicaid Care Network, Inc., Stewardship Health, Inc. and Stewardship Health Medical Group, Inc., as borrowers thereunder, and the other loan parties party thereto, the lenders party thereto and Brigade Agency Services LLC, as administrative agent and collateral agent, as amended, restated, amended and restated, supplemented, waived or otherwise modified from time to time.

Bridge MOIC means the obligations of certain Debtors constituting the MOIC Amount (as defined in the Bridge Credit Agreement) under the Bridge Credit Agreement.

Business Day means any calendar day that is not a Saturday, Sunday, or other calendar day on which banks are authorized or required to be closed in New York, New York.

Cash means legal tender of the United States of America.

Cause of Action means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, recoupment right, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, reimbursement claim, license, and franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, asserted or unasserted, accrued or unaccrued, assertable directly or derivatively (including on a theory of veil piercing, alter-ego, vicarious liability, predecessor liability, successor liability, mere continuation, domination and control, mere instrumentality, inadequate capitalization, single business enterprise or common enterprise, equitable subordination or recharacterization), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory (including under any state or federal securities laws), and whether arising under federal law, state statutory law, common law, or any other applicable international or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, including but not limited to any and all rights of a Debtor, Debtor-in-possession, or Estate Representative to assert rights to extend time under 11 U.S.C. § 108. For the avoidance of doubt, “Cause of Action” includes (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (ii) the right to object to Claims or Interests, (iii) any claim pursuant to section 362 of the Bankruptcy Code, (iv) any claim or defense, including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (v) any Avoidance Actions.

Chapter 11 Case means, with respect to a Debtor, such Debtor’s case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Bankruptcy Court, jointly administered with all other Debtors’ cases under chapter 11 of the Bankruptcy Code.

Chief Restructuring Officer means John R. Castellano, in his capacity as Chief Restructuring Officer of each of the Debtors.

Claim means a “claim,” as defined in section 101(5) of the Bankruptcy Code.

Claims and Noticing Agent means Kroll Restructuring Administration LLC, the claims, noticing, and solicitation agent retained by the Debtors.

Claims Register means the official register of Claims maintained by the Claims and Noticing Agent in the Chapter 11 Cases.

Class means any group of Claims or Interests classified under this Plan pursuant to section 1122(a) of the Bankruptcy Code.

Class A Litigation Trust Interests means, collectively, the Class A-1 Litigation Trust Interests and the Class A-2 Litigation Trust Interests.

Class A-1 Litigation Trust Interests shall mean the “Class A-1 interests” as set forth in the FILO Settlement Term Sheet.

Class A-2 Litigation Trust Interests shall mean the “Class A-2 interests” as set forth in the FILO Settlement Term Sheet.

Class A-2 Preference shall have the meaning set forth in the FILO Settlement Term Sheet.

Class B Litigation Trust Interests shall mean the “Class B interests” as set forth in the FILO Settlement Term Sheet.

Class B Representative means the representative of the Class B Litigation Trust Interests in accordance with the Litigation Trust Agreement, which shall initially be the Plan Administrator Committee.

Confirmation Date means the date on which the Bankruptcy Court enters the Confirmation Order.

Confirmation Hearing means the hearing held by the Bankruptcy Court regarding approval of the Disclosure Statement and confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

Confirmation Order means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

Creditors’ Committee means the official committee of unsecured creditors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as set forth in the *Notice of Appointment of Official Committee of Unsecured Creditors* (Docket No. 290) filed on May 16, 2024, as reconstituted from time to time.

Cure Amount means the payment of Cash or the distribution of other property (as the applicable parties may agree or the Bankruptcy Court may order) as necessary to (i) cure a monetary default by the Debtors in accordance with the terms of an executory contract or unexpired lease of the Debtors and (ii) permit the Debtors to assume or assume and assign such executory contract or unexpired lease under section 365(a) of the Bankruptcy Code.

Cure Dispute means an unresolved objection regarding assumption of an executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, including objections based on the appropriate Cure Amount or “adequate assurance of future performance” (within the meaning of section 365 of the Bankruptcy Code), or any other issue relating to assumption of an executory contract or unexpired lease.

D&O Policy means all directors and officers liability insurance policies (including any runoff policies or tail coverage) issued or providing coverage at any time to any of the Debtors, for current or former directors’, managers’, and officers’ liability and all agreements, documents, or instruments relating thereto.

Debtor(s) has the meaning set forth in the introductory paragraph of this Plan.

Debtor Related Parties means (i) with respect to each Debtor and each Estate, such

Debtor's or Estate's (a) attorneys, accountants, investment bankers, consultants, professional advisors, and independent auditors, (b) employed and affiliated physicians and other medical personnel (solely with respect to Medical Liability Claims asserted against such individuals and solely to the extent employed by or affiliated with a Debtor at the time such Medical Liability Claim arose), and (c) Transformation Committee (including the members thereof, and any subcommittee thereof, including the Investigation Subcommittee) and Chief Restructuring Officer, as applicable, in each case of the immediately preceding clauses (a) – (c), solely in their capacity as such; (ii) with respect to each Debtor Related Party listed in the immediately preceding clause (i), such Person's or Entity's current and former officers, directors, principals, equity holders (regardless whether such interests are held directly or indirectly), members, partners (including both general and limited partners), managers, employees, agents, and advisory board members, each in their capacity as such; (iii) with respect to any Hospital Debtor, such Debtor's current and former officers, presidents, directors, individual managers, and advisory board members, each in their capacity as such; and (iv) the Individual Released Parties; *provided* that, notwithstanding anything in the Plan to the contrary, no Identified Non-Released Party shall be a Debtor Related Party or Released Party.

Definitive Documents means the documents (including any related orders, agreements, instruments, schedules or exhibits) that are necessary or desirable to implement, or otherwise relate to, the Plan, including, but not limited to: (i) the Plan; (ii) the Disclosure Statement; (iii) the motion seeking approval of the adequacy of the Disclosure Statement and solicitation of the Plan; (iv) the Disclosure Statement Order; (v) each of the documents comprising the Plan Supplement; (vi) the Confirmation Order; (vii) the Plan Administrator Agreement; (viii) Plan Trust Agreement; and (ix) the Litigation Trust Agreement, each of which shall be in form and substance reasonably acceptable to the Creditors' Committee.

DIP Orders means (i) the FILO DIP Order and (i) the MPT DIP Order.

Disbursing Agent means the Plan Trustee or such Entity or Entities designated by the Plan Trustee to make or facilitate distributions required by the Plan.

Disclosure Statement means the disclosure statement in respect of this Plan, including all exhibits and schedules thereto, as may be amended, supplemented, or otherwise modified from time to time, and which is prepared and distributed in accordance with sections 1125, 1126(b), and 1145 of the Bankruptcy Code and Bankruptcy Rules 3016 and 3018.

Disclosure Statement Order means the order entered by the Bankruptcy Court (a) finding that the Disclosure Statement contains adequate information pursuant to section 1125 of the Bankruptcy Code; and (b) authorizing solicitation of the Plan.

Disputed means, with respect to a Claim, (i) any Claim that is disputed under ARTICLE IX of this Plan or as to which the Debtors or any party in interest have interposed and not withdrawn an objection or request for estimation that has not been determined by a Final Order, (ii) any Claim, proof of which was required to be filed by order of the Bankruptcy Court but as to which a proof of Claim was not timely or properly filed, (iii) any Claim that is listed in the Schedules as unliquidated, contingent or disputed, and as to which no request for payment or proof of Claim has been filed, or (iv) any Claim that is otherwise disputed by any of the Debtors, the

Plan Administrator Committee, or the Plan Trustee or any party in interest in accordance with applicable law or contract, which dispute has not been withdrawn, resolved or overruled by a Final Order. To the extent the Debtors or any party in interest dispute the amount of an asserted Claim, such Claim shall be deemed Allowed in the amount that is not disputed, if any, and a Disputed Claim as to the balance of such Claim.

Disputed Claim Reserve means any Plan Trust Assets allocable to, or held on account of, Disputed Claims, including one or more reserve accounts to be funded, in consultation with the Creditors' Committee, with Cash and/or proceeds of the Plan Trust Assets, as applicable, in accordance with the terms of the Plan, for Disputed Claims.

Distribution Record Date means the Effective Date.

Effective Date means the date that is the first Business Day on which all conditions to the effectiveness of this Plan set forth in Section 11.1 of this Plan have been satisfied or waived in accordance with Section 11.2 of this Plan.

Entity has the meaning set forth in section 101(15) of the Bankruptcy Code.

Estate(s) means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

Estate Funding means \$6,500,000 of Cash paid by the Litigation Trust to the Debtors or the Plan Trust on the Litigation Trust Establishment Date to fund the administration of the Chapter 11 Cases after the Litigation Trust Establishment Date, in respect of which the FILO Parties indirectly providing such funding shall receive pursuant hereto, at the direction of the Debtors, Class A-1 Litigation Trust Interests having a liquidation preference (along with a proportionate interest in all other rights and obligations therein) equal to the amount of the Estate Funding; *provided* that, for the avoidance of doubt, the Estate Funding shall not otherwise be required to be repaid by the Debtors, the Estates, or the Plan Trust.

Estate Representative means either (i) the Debtors (prior to the Confirmation Date), (ii) the Plan Administrator Committee (on or after the Confirmation Date until the Plan Trust Establishment Date), or (iii) the Plan Trustee (on or after the Plan Trust Establishment Date), each as applicable.

Exculpated Parties means each of the following in their capacity as such, and in each case, to the maximum extent permitted by law: (i) the Debtors; (ii) the members of the Transformation Committee; and (iii) the Creditors' Committee and each of its members in their official capacity.

Expense Escrow Account shall have the meaning set forth in the MPT Settlement Order.

FILO Bridge Agent means Brigade Agency Services LLC, in its capacity as agent under the Bridge Credit Agreement.

FILO Bridge Claims means all Claims held by a FILO Bridge Lender under the Bridge Credit Agreement and DIP Orders, including, for the avoidance of doubt, the Remaining FILO Bridge Claims and the Retained FILO Claims.

FILO Bridge Lenders means all lenders that are not the MPT Bridge Lender under the Bridge Credit Agreement, each in their capacity as lender under the Bridge Credit Agreement.

FILO DIP Agent means the “Agent” under the FILO DIP Credit Agreement.

FILO DIP Claim means all Claims held by a FILO DIP Lender on account of, arising under the FILO DIP Credit Agreement and FILO DIP Order.

FILO DIP Credit Agreement means that certain *Debtor-in-Possession Credit Agreement*, dated as of July 10, 2024, by and among Steward Health Care System LLC, as borrower, the other Debtors jointly and severally, as guarantors, the FILO DIP Lenders, as lenders, and Brigade Agency Services LLC, as administrative agent and collateral agent, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with the terms thereof.

FILO DIP Lenders shall have the meaning set forth in the FILO DIP Order.

FILO DIP Order means the *Final Order (I) Authorizing the Debtors to (A) Obtain New Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Provide Superpriority Administrative Expense Claims; (II) Granting Adequate Protection to Certain Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* (Docket No. 1538), entered by the Bankruptcy Court on July 10, 2024.

FILO Lenders shall have the meaning set forth in the FILO DIP Order.

FILO Parties means the (i) FILO DIP Lenders, (ii) FILO DIP Agent, (iii) FILO Bridge Lenders, (iv) FILO Bridge Agent, (v) Prepetition FILO Agent, (vi) FILO Lenders, and (vii) the providers of the Litigation Funding (as defined in the FILO Settlement Term Sheet).

FILO Plan Trust Interests means the beneficial interests in the Plan Trust granted to the holders of Allowed Retained FILO Claims, which beneficial interests shall entitle such holders to share in the FILO Plan Trust Recovery in accordance with the Plan.

FILO Plan Trust Recovery means 10% of the Plan Trust Recovery until Allowed Retained FILO Claims are paid in full, to be paid *pro rata* to the holders of the FILO Plan Trust Interests.

FILO Settlement Order means the *Order (I) Approving Settlement with FILO Secured Parties; (II) Authorizing and Directing Transfer of Assets in Connection Therewith; (III) Authorizing Amendment to FILO DIP Credit Agreement and Continued Use of Cash Collateral; (IV) Granting Adequate Protection; (V) Approving Assumption and Assignment Procedures and Form and Manner of Notice of Assumption and Assignment; and (VI) Granting Related Relief* (Docket No. 5035), entered by the Bankruptcy Court on June 2, 2025.

FILO Settlement Term Sheet means the term sheet approved by the FILO Settlement Order and annexed hereto as **Exhibit C**.

Final Order means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated, or stayed and as to which (i) the time to appeal, petition for *certiorari*, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for a new trial, reargument, or rehearing shall then be pending, or (ii) if an appeal, writ of *certiorari*, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for *certiorari*, or move for a new trial, reargument, or rehearing shall have expired. However, notwithstanding anything herein to the contrary, no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

General Unsecured Claim means (i) any unsecured Claim against any Debtor (including any prepetition Medical Liability Claim) that is not (a) an Administrative Expense Claim; (b) a Priority Tax Claim; (c) an Other Priority Claim; (d) a PBGC Claim; (e) a Retained FILO Claim; (f) an Intercompany Claim, or (g) otherwise entitled to priority under the Bankruptcy Code or any Final Order, and (ii) other than Intercompany Claims, any prepetition claim against a Debtor held by a non-Debtor that is a direct or indirect subsidiary of SHC Holdings.

Governmental Unit has the meaning set forth in section 101(27) of the Bankruptcy Code.

GUC Plan Trust Interests means the beneficial interests in the Plan Trust granted to holders of Allowed General Unsecured Claims, which beneficial interests shall entitle such holders to share in the GUC Plan Trust Recovery in accordance with the Plan.

GUC Plan Trust Recovery means 90% of the Plan Trust Recovery until Allowed Retained FILO Claims are paid in full and 100% of the Plan Trust Recovery after Allowed Retained FILO Claims are paid in full, to be paid *pro rata* to the holders of the GUC Plan Trust Interests and PBGC Plan Trust Interests based on the aggregate amount of Allowed General Unsecured Claims and Allowed PBGC Claims.

Hospital Debtors means all Debtors, other than, for the avoidance of doubt, Steward Health Care Holdings LLC and Steward Health Care System LLC, that (i) held or owned a license to operate a hospital or (ii) operated a hospital located in Ohio, in each case, at any time during the Chapter 11 Cases.

Identified Non-Released Parties means (i) the Persons and Entities listed on **Exhibit B** annexed hereto, (ii) any other Person or Entity identified by the Debtors on the Schedule of Identified Non-Released Parties, (iii) with respect to the Persons and Entities described in the

immediately preceding clauses (i) or (ii), each such Person's or Entity's (a) successors, (b) assigns, (c) current and former relatives, (d) non-Debtor nominees or alter egos, (e) current and former non-Debtor Affiliates, and (f) subsequent transferees of payments or consideration received in connection with the Prepetition Transactions or any fraudulent transfer or unlawful dividend, in each case of the immediately preceding clauses (a) – (f), solely in their capacity as such, and (iv) solely with respect to a Claim or Cause of Action arising from or relating to a Prepetition Transaction, any Person that advised or represented a Debtor and/or any Identified Non-Released Party in a Prepetition Transaction (solely in their capacity as such) at the time such Prepetition Transaction was consummated or in connection with any subsequent transfer of the proceeds thereof or arising therefrom.

Impaired means, with respect to a Claim, Interest, or a Class of Claims or Interests, “impaired” within the meaning of such term in section 1124 of the Bankruptcy Code.

Indemnification Obligations means each of the Debtors' indemnification obligations in place immediately prior to the Effective Date, whether in the bylaws, certificates of incorporation or formation, limited liability company agreements, other organizational or formation documents, board resolutions, management or indemnification agreements, or employment or other contracts, or otherwise, for the directors and officers that are currently employed by, or serving on the board of directors of, any of the Debtors, as of the date immediately prior to the Effective Date, and the attorneys, accountants, investment bankers, and other Professionals that are retained by any of the Debtors as of the date immediately prior to the Effective Date.

Individual Released Parties means the individuals listed on Exhibit A annexed hereto, each in their capacity as a current or former director, officer, manager, employee, advisor, or consultant of one or more of the Debtors.

Intercompany Claim means any pre- or postpetition Claim against a Debtor held by another Debtor or by a controlled non-Debtor direct or indirect subsidiary of SHC Holdings; *provided* that any Claim that TRACO may have against the Debtors shall not be considered an Intercompany Claim.

Intercompany Interests means an Interest in a Debtor held by another Debtor.

Initial Plan Distribution means the first Plan Distribution that the Estate Representative makes to holders of Allowed Claims.

Initial Plan Distribution Date means the date selected by the Estate Representative, which will be no later than a date that is on or as soon as reasonably practicable after the Effective Date, on which the Estate Representative will make the Initial Plan Distribution; *provided* that, prior to the Effective Date, (i) the Estate Representative may distribute the Settled Administrative Expense Claims Cash Pool to holders of Settled Administrative Expense Claims pursuant to Section 2.1 of this Plan, (ii) the Plan Trustee may distribute the Plan Trust Interests in accordance with Section 6.1 of this Plan, (iii) the Litigation Trustee may distribute the Litigation Trust Interests in accordance with Section 7.1 of this Plan, and (iv) the Plan Trustee and Liquidation Trustee may distribute any Available Cash.

Insured Claim means any Claim or portion of a Claim that is, or may be, insured under any of the Debtors' insurance policies.

Interest means any equity interest (as defined in section 101(16) of the Bankruptcy Code) in a Debtor, including all shares, units, common stock, preferred stock, membership interests, partnership interests or other instruments evidencing any fixed or contingent ownership interest in any Debtor, whether or not transferable, and whether fully vested or vesting in the future, including any option, warrant, or other right, contractual or otherwise, to acquire any such interest in a Debtor, that existed immediately before the Effective Date.

Interim Compensation Procedures Order means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals* (Docket No. 783), as may be amended, modified, or supplemented from time to time.

Investigation Subcommittee means the subcommittee of the Transformation Committee, consisting of Alan J. Carr and William Transier.

IRS means the United States Internal Revenue Service.

Lien has the meaning set forth in section 101(37) of the Bankruptcy Code.

Litigation Funding Agreement means the commitment letter and any ancillary documents thereto pursuant to which the FILO Parties shall provide financing to the Litigation Trust to fund (i) the cost of administering the Litigation Trust and monetizing the Litigation Trust Assets, (ii) the Secured Interim Advances, and (iii) the Estate Funding, and which shall be consistent with the FILO Settlement Term Sheet and otherwise in form and substance mutually agreeable to the Debtors, the Creditors' Committee, and the FILO Parties, with approval not to be unreasonably withheld, conditioned or delayed. A substantially final form of such letter mutually agreeable to the parties was filed with the Bankruptcy Court on May 25, 2025 [Docket No. 4966], and any changes to such substantially final form will be disclosed in the Plan Supplement.

Litigation Trust means that certain trust to be established in accordance with ARTICLE VII of this Plan and the FILO Settlement Order to hold the Litigation Trust Assets and make distributions to the Litigation Trust Beneficiaries in accordance with the Litigation Trust Agreement.

Litigation Trust Agreement means the agreement evidencing the terms and provisions governing the Litigation Trust, dated as of the Litigation Trust Establishment Date, establishing the terms and conditions of the Litigation Trust, the rights of, and limitations on, the Litigation Trust Interests, and pursuant to which the Litigation Trustee shall manage and administer the Litigation Trust Assets, and which shall be consistent with the FILO Settlement Term Sheet and otherwise in form and substance mutually agreeable to the Debtors, the Creditors' Committee, and the FILO Parties, with approval not to be unreasonably withheld, conditioned or delayed. A substantially final form of such agreement mutually agreeable to the parties was filed with the Bankruptcy Court on May 25, 2025 [Docket No. 4966], and any changes to such substantially final form will be disclosed in the Plan Supplement.

Litigation Trust Assets means, as of the Litigation Trust Establishment Date, all Assets of the Estates (including the Litigation Trust Causes of Action) identified on Schedule 1 of the FILO Settlement Term Sheet.

Litigation Trust Beneficiaries shall mean the holders of the Litigation Trust Interests.

Litigation Trust Causes of Action means all Claims and Causes of Action held by the Debtors that are not released or settled under the Plan, the FILO Settlement Order, or the Confirmation Order.

Litigation Trust Establishment Date means the date the Litigation Trust is established and the Litigation Trust Assets are transferred thereto in accordance with Section 7.1 of this Plan and the FILO Settlement Order.

Litigation Trust Expenses means any and all reasonable fees, costs and expenses incurred by the Litigation Trust or the Litigation Trustee (or any professional or other Person retained by the Litigation Trustee) on or after the Litigation Trust Establishment Date in connection with any of their duties under the Litigation Trust Agreement, including any administrative fees, attorneys' fees and expenses, insurance fees, taxes and escrow expenses.

Litigation Trust Interests means, collectively, the Class A Litigation Trust Interests and the Class B Litigation Trust Interests.

Litigation Trustee means Mark Kronfeld of Province, LLC, as trustee for the Litigation Trust.

Mediator means the Honorable Marvin Isgur, or in the event the Honorable Marvin Isgur is not available, such other entity or individual reasonably acceptable to the Litigation Trustee and the Estate Representative.

Medical Liability Claims means any Claim against any Debtor, any employed or affiliated physician of a Debtor, or any other medical personnel employed by a Debtor arising out of or related to alleged negligence in connection with the rendering of medical care prior to the Effective Date.

Medical Liability Claims Procedures means the procedures pursuant to which a general process and timeline will be established for reconciling and determining the Allowed amount of Medical Liability Claims against the Debtors, which procedures are annexed to this Plan as Exhibit D.

MPT Bridge Lender means the MPT Lender (as defined in the Bridge Credit Agreement) under the Bridge Credit Agreement.

MPT DIP Order means the *Final Order (I) Authorizing the Debtors to (A) Obtain Junior Lien Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Provide Superpriority Administrative Expense Claims; (II) Granting Adequate Protection to Certain*

Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief (Docket No. 625), entered by the Bankruptcy Court on June 3, 2024.

MPT Settlement Order means the *Final Order Approving (I) Global Settlement with Medical Properties Trust, Prepetition ABL/FILO Secured Parties, FILO Secured Parties, and Creditors' Committee, (II) Interim Management Procedures, and (III) Granting Related Relief* (Docket No. 2610), entered by the Bankruptcy Court on September 18, 2024.

Non-Debtor Owned Subsidiary Interests means Interests in Debtors (other than Parent Interests) that are owned by non-Debtors.

Other Priority Claim means any Claim other than an Administrative Expense Claim, a FILO DIP Claim, a FILO Bridge Claim, or a Priority Tax Claim that is entitled to priority of payment as specified in section 507(a) of the Bankruptcy Code.

Other Secured Claim means any Secured Claim other than an Administrative Expense Claim, a Priority Tax Claim, a FILO DIP Claim, or a FILO Bridge Claim.

Parent Interests means Interests in SHC Holdings.

PBGC means the Pension Benefit Guaranty Corporation.

PBGC Claims means the Claims of the PBGC, which shall be Allowed as prepetition unsecured claims, in the amount of \$8,750,000 in accordance with Section 4.5 herein.

PBGC Plan Trust Interests means the beneficial interests in the Plan Trust granted to the PBGC, as the holder of the Allowed PBGC Claim, which beneficial interests shall entitle the PBGC to share in the GUC Plan Trust Recovery in accordance with the Plan.

PBGC Settlement means the settlement between the Debtors and the PBGC, to which the Creditors' Committee has concurred, the agreed terms of which are incorporated herein (including Section 4.5 hereof) and described in the Disclosure Statement.

Pension Plan means the New England Sinai Hospital Pension Plan.

Person means any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited partnership, trust, estate, unincorporated organization, Governmental Unit, or other Entity.

Petition Date means May 6, 2024.

Physician Insurance Account shall have the meaning set forth in the FILO DIP Order.

Plan means this joint chapter 11 plan, including all exhibits, annexes, supplements, and schedules hereto (including the Plan Supplement), as may be amended, supplemented, or modified from time to time in accordance with the Bankruptcy Code and the terms of this Plan.

Plan Administrator Agreement means the agreement setting forth, among other things, the identity, the terms of compensation, and the authority of the Plan Administrator Committee, and the scope of services to be provided by the Plan Administrator Committee, which agreement shall be in form and substance reasonably acceptable to the Creditors' Committee.

Plan Administrator Committee means a committee comprised of Monica Blacker, Alan J. Carr, and William Transier.

Plan Distribution means the payment or distribution of consideration to holders of Allowed Claims under this Plan.

Plan Distribution Date means a date or dates, including the Initial Plan Distribution Date, as determined by the Estate Representative, in accordance with the terms of the Plan and Confirmation Order, on which the Plan Trustee makes a Plan Distribution to holders of the Plan Trust Interests on account of Allowed Claims.

Plan Supplement means a supplemental appendix to this Plan, containing certain documents and forms of documents, schedules, and exhibits relevant to the implementation of this Plan, as may be amended, modified, or supplemented from time to time in accordance with the terms hereof and the Bankruptcy Code and Bankruptcy Rules, which may include: (i) the Schedule of Identified Non-Released Parties; (ii) the Schedule of Retained Causes of Action; (iii) the Schedule of Assumed Contracts; (iv) the Schedule of Alternative Plan Debtors; (v) the Wind Down Budget; (vi) the Plan Administrator Agreement; (vii) disclosure of the identity of the Plan Trustee; (viii) the Plan Trust Agreement; (ix) disclosure of the identity of the Litigation Trustee; (x) the Litigation Trust Agreement; (xi) the Transition Services Agreement; and (xii) the Litigation Funding Agreement. Through the Effective Date, the Debtors shall have the right to amend any schedules, exhibits, or amendments to any of the documents contained in, and exhibits to, the Plan Supplement, subject to the consent rights of the Creditors' Committee and the FILO Parties herein.

Plan Support Agreement Term Sheet means the term sheet attached to the Disclosure Statement as Exhibit B.

Plan Trust means that certain trust to be established in accordance with ARTICLE VI of this Plan to hold the Plan Trust Assets and make distributions to holders of Allowed Claims pursuant to the Plan.

Plan Trust Agreement means the agreement evidencing the terms and provisions governing the Plan Trust, dated as of the Plan Trust Establishment Date, establishing the terms and conditions of the Plan Trust and pursuant to which the Plan Trustee shall manage and administer the Plan Trust Assets, which shall be in form and substance reasonably acceptable to the Creditors' Committee.

Plan Trust Assets means, on the Plan Trust Establishment Date, all Retained Assets and any property acquired by the Debtors after the establishment of the Litigation Trust (including, for the avoidance of doubt, the Class B Litigation Trust Interests), other than Intercompany Interests.

Plan Trust Beneficiaries means the holders of the Plan Trust Interests.

Plan Trust Establishment Date means the date the Plan Trust is established in accordance with Section 6.1 of this Plan.

Plan Trust Interests means, collectively, (i) the GUC Plan Trust Interests, (ii) the PBGC Plan Trust Interests, and (iii) the FILO Plan Trust Interests.

Plan Trust Net Proceeds means all Cash proceeds realized from the Plan Trust Assets (net of any taxes, including, to the extent any assets allocable to, or held on account of, Disputed Claims are treated as a disputed ownership fund or other separate taxable entity, any taxes imposed on or with respect to any such fund or other separate taxable entity) after reserving in full for the Wind Down Reserve.

Plan Trust Recovery means one hundred percent (100%) of the Plan Trust Net Proceeds after satisfying or reserving in full for all Allowed Other Secured Claims, Administrative Expense Claims (including Professional Fee Claims), Priority Tax Claims, and Other Priority Claims, which reserves shall be determined by the Debtors in consultation with the Creditors' Committee.

Plan Trustee means a Person or Entity who shall serve as trustee of the Plan Trust, as contemplated by Section 6.3 of this Plan and the Plan Trust Agreement.

Plane Sales means the sales by certain of the Debtors or the Debtors' Affiliates of (i) a Lear airplane in February 2021, (ii) a Challenger airplane in 2018, (iii) a Global Jet 6000 airplane in 2024, and (iv) a Falcon airplane in 2024.

Prepetition FILO Agent shall have the meaning set forth in the FILO DIP Order.

Prepetition Transactions means the (i) 2016 Distribution, (ii) 2020 Transactions, (iii) 2021 Distribution, (iv) 2022 Transaction, and (v) Plane Sales.

Priority Tax Claim means any Claim of a Governmental Unit of the kind entitled to priority of payment as specified in sections 502(i) and 507(a)(8) of the Bankruptcy Code.

Pro Rata Share means (i) that proportion that an Allowed Claim or Interest in a particular Class bears to the aggregate amount of Allowed Claims or Interest in that Class entitled to share in the same recovery as such Class under the Plan, or (ii) that proportion that Allowed Claims in a particular Class bears to the aggregate amount of Allowed Claims in multiple Classes, as applicable.

Professional means any Entity retained by order of the Bankruptcy Court in connection with these Chapter 11 Cases pursuant to sections 327, 328, 330, 331, 363, or 503(b) of the Bankruptcy Code, excluding any ordinary course professional retained pursuant to an order of the Bankruptcy Court.

Professional Fee Claim means a Claim for fees and expenses incurred by a Professional on or after the Petition Date through and including the Effective Date under sections 327, 328, 330, 331, 363, or 503(b) of the Bankruptcy Code.

Professional Fees Escrow Account shall have the meaning ascribed to such term in the DIP Orders.

Proof of Claim means a proof of Claim filed against any of the Debtors in the Chapter 11 Cases.

Related Parties means, with respect to any Entity, such Entity's current and former Affiliates, and such Entity's and its current and former Affiliates' respective current and former subsidiaries, officers, directors, principals, equity holders (regardless of whether such interests are held directly or indirectly), members, partners (including both general and limited partners), managers, employees, agents, advisory board members, management companies, managed accounts or funds, affiliated investment funds or investments vehicles, and Representatives, and with respect to each of the foregoing, their respective predecessors, successors, and assigns, in each case, solely in their capacity as such.

Released Parties means (i) the Debtors, the Estates, and the Debtor Related Parties; (ii) each of the following, solely in their capacity as such, (a) the members of the Plan Administrator Committee, (b) the Plan Trust and the Plan Trustee, (c) the Litigation Trust and the Litigation Trustee, (d) the Creditors' Committee and each of its members, and (e) the FILO Parties; and (iii) with respect to each of the foregoing Entities identified in the immediately preceding clause (ii), such Entities' Related Parties; *provided* that any non-Debtor Person or Entity that opts out of granting the releases set forth in this Plan will not be a Released Party; *provided further* that, notwithstanding anything in the Plan to the contrary, no Identified Non-Released Party shall be a Released Party.

Releasing Parties means collectively, and in each case solely in their capacity as such: (i) the holders of all Claims and Interests that vote, or are deemed, to reject the Plan or that vote, or are presumed, to accept the Plan but do not opt out of granting the releases set forth in the Plan, (ii) the holders of all Claims and Interests whose vote to accept or reject the Plan is solicited but that do not vote either to accept or to reject the Plan and do not opt out of granting the releases set forth in the Plan, (iii) the holders of all Claims and Interests that were given notice of the opportunity to opt out of granting the releases set forth in the Plan but do not opt out, (iv) the Released Parties (other than the Debtors, the Debtor Related Parties, the Plan Trust, the Plan Trustee, the Litigation Trust, and the Litigation Trustee), and (v) with respect to each of the foregoing Persons and Entities in clauses (i) through (iv), such Persons' and Entities' (x) Related Parties, to the extent that such Person or Entity is legally entitled to bind such Related Party under applicable law, (y) predecessors, successors, or assigns, and (z) all persons entitled to assert Claims or Causes of Action through or on behalf of such entities with respect to the matters for which such Persons and Entities are providing releases.

Reinstate, Reinstated, or Reinstatement means with respect to Claims and Interests, the treatment provided for in section 1124(2) of the Bankruptcy Code.

Representative means, with respect to any Entity, such Entity's outside attorneys, accountants, investment bankers, consultants, professional advisors, independent auditors, trustees, fund advisors, investment managers, investment advisors, sub-advisors, sub-managers, and other professionals, and each of their respective current and former officers, directors,

principals, equity holders (regardless whether such interests are held directly or indirectly), members, partners (including both general and limited partners), managers, employees, agents, and advisory board members, each in their capacity as such.

Remaining FILO Bridge Claims means the FILO Bridge Claims, other than the Retained FILO Claims.

Retained Assets means those assets that will be retained by the Debtors following the establishment of the Litigation Trust, including (i) the Class B Litigation Trust Interests, (ii) Intercompany Interests, (iii) Intercompany Claims, (iv) the Physician Insurance Account (and the proceeds thereof), (v) the Professional Fees Escrow Account (solely to the extent of the Debtors' interest in such account), (vi) the Expense Escrow Account (and the proceeds thereof), and (vii) any other asset identified as a "Retained Asset" in the FILO Settlement Term Sheet.

Retained Causes of Action means the Causes of Action retained by the Debtors and transferred either to the Plan Trust on the Plan Trust Establishment Date or the Litigation Trust on the Litigation Trust Establishment Date, as listed and described in the Schedule of Retained Causes of Action.

Retained FILO Claims means FILO Bridge Claims in principal amount totaling \$10,000,000, which shall be unsecured, accrue interest at 7.0% per annum commencing on the Effective Date (provided that such interest shall not have to be paid in cash and shall be paid in kind and capitalized and added to the balance of the Retained FILO Claims on a quarterly basis), and shall be junior in payment priority only to all Secured Claims, Priority Claims, Administrative Expense Claims, and Professional Fee Claims.

Schedule of Alternative Plan Debtors means the list of Debtors, if any, who will be decoupled from this Plan in accordance with Section 5.3(c), which list which shall be filed with the Plan Supplement.

Schedule of Assumed Contracts means a schedule to be filed as part of the Plan Supplement of executory contracts and unexpired leases to be assumed by the Debtors on the Effective Date pursuant to the Plan, which schedule shall be reasonably acceptable to the Creditors' Committee.

Schedule of Identified Non-Released Parties means a schedule to be filed as part of the Plan Supplement of Identified Non-Released Parties to be identified by the Investigation Subcommittee.

Schedule of Retained Causes of Action means a schedule to be filed as part of the Plan Supplement of Causes of Action to be retained by the Debtors and the Plan Trust.

Schedules means, collectively, any schedules of assets and liabilities, schedules of executory contracts and unexpired leases, and statements of financial affairs filed by the Debtors with the Bankruptcy Court and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, supplemented, or otherwise modified from time to time.

Secured Claim means a Claim (i) secured by a Lien on any Debtor's interest in property to the extent of the value of such interest as (a) set forth in this Plan, (b) agreed to by the holder of such Claim and the Debtors or the Plan Trustee, or (c) determined by a Final Order in accordance with section 506(a) of the Bankruptcy Code or (ii) secured by the amount of any right of setoff of the holder thereof in accordance with section 553 of the Bankruptcy Code.

Secured Interim Advances means the aggregate amount of cash collateral used by the Debtors from April 1, 2025 through the Litigation Trust Establishment Date together with interest thereon at the Applicable Rate (as defined in the FILO Settlement Term Sheet); on the Litigation Trust Establishment Date, the Debtors shall repay the FILO DIP Loans with Class A-1 interests having a liquidation preference (along with a proportionate interest in all other rights and obligations therein) equal to the amount of such Secured Interim Advances.

Security has the meaning set forth in section 101(49) of the Bankruptcy Code.

Settled Administrative Expense Claims means Administrative Expense Claims of holders who receive the Administrative Expense Claims Consent Program Opt-Out Form and do not affirmatively opt out on or before the deadline set forth in such form, and therefore, are deemed to have an Allowed Administrative Expense Claim in an amount equal to fifty percent (50%) of the reconciled amount set forth in the Administrative Expense Claims Consent Program Opt-Out Form.

Settled Administrative Expense Claims Cash Pool means \$12,500,000.

SHC Holdings means Steward Health Care Holdings LLC.

Statutory Fees means all fees and charges assessed against the Estates pursuant to sections 1911 through 1930 of chapter 123 of title 28 of the United States Code.

Subordinated Securities Claims means a Claim subject to subordination under section 510(b) of the Bankruptcy Code.

TRACO means TRACO International Group S. DE R.L.

Transformation Committee means the special committee of the board of managers of SHC Holdings comprised of Alan J. Carr, John R. Castellano, and William Transier.

Transition Services Agreement means that certain agreement between the Debtors and the Litigation Trust pursuant to which the Debtors (and following the Plan Trust Establishment Date, the Plan Trust) provide certain transition services to the Litigation Trust, which shall be consistent with the FILO Settlement Term Sheet and otherwise acceptable to the Debtors, the Creditors' Committee, and the FILO Parties, and filed as part of the Plan Supplement. A substantially final form of such agreement mutually agreeable to the parties was filed with the Bankruptcy Court on May 25, 2025 [Docket No. 4966], and any changes to such substantially final form will be disclosed in the Plan Supplement.

U.S. Trustee means the United States Trustee for Region 7.

Unimpaired means, with respect to a Claim, Interest, or Class of Claims or Interests, not “impaired” within the meaning of section 1124 of the Bankruptcy Code.

Waived Bridge MOIC Claims means all Claims held by the FILO Bridge Lenders under the Bridge Credit Agreement for the Bridge MOIC other than the Allowed Bridge MOIC Amount.

Wind Down means the process to (i) sell, abandon, wind down, dissolve, liquidate, or distribute the Retained Assets and the Plan Trust Assets, (ii) resolve, terminate, or wind down any remaining liabilities of the Estates and the Plan Trust, (iii) reconcile all Claims, and (iv) administer the Plan and make Plan Distributions, in each case in accordance with the Plan.

Wind Down Budget means a budget setting forth the estimate of costs and expenses necessary to effectuate the Wind Down through the Wind Down Completion Date, which budget (i) shall be prepared by the Debtors, in consultation with the Creditors’ Committee, and (ii) after the Plan Trust Establishment Date, may be amended, modified, or supplemented from time to time by the Plan Trustee in its reasonable discretion.

Wind Down Completion Date means the date upon which the Retained Assets and the Plan Trust Assets have been sold, abandoned, dissolved, liquidated, realized, or otherwise disposed of, and all proceeds thereof have been distributed in accordance with the Plan.

Wind Down Reserve means a deposit account or other Cash reserve held by the Estate Representative, to be funded, including from the Estate Funding, in accordance with the Wind Down Budget with a cash reserve, which shall be available and used only to satisfy wind down costs of the Debtors, the Plan Administrator Committee, and the Plan Trust and shall not be subject to prepetition Liens or Liens or superpriority Claims granted under the DIP Orders, the Confirmation Order, or the Plan; *provided* that any funds remaining in the Wind Down Reserve on the Wind Down Completion Date shall be distributed by the Plan Trust as Plan Trust Net Proceeds pursuant to the Plan and the Plan Trust Agreement.

1.2 Interpretation; Application of Definitions; Rules of Construction.

Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in or exhibit to this Plan, as the same may be amended, waived, or modified from time to time in accordance with the terms hereof. The words “herein,” “hereof,” “hereto,” “hereunder,” and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein and have the same meaning as “in this Plan,” “of this Plan,” “to this Plan,” and “under this Plan,” respectively. The words “includes” and “including” are not limiting. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. For purposes herein: (i) in the appropriate context, each term, whether stated in the singular or plural, shall include both the singular and plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (ii) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (iii) the rules of construction set forth in

section 102 of the Bankruptcy Code shall apply; (iv) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; and (v) all references herein to consent, acceptance, or approval may be conveyed by counsel for the respective parties that have such consent, acceptance, or approval rights, including by electronic mail.

1.3 Reference to Monetary Figures.

All references in this Plan to monetary figures shall refer to the legal tender of the United States of America unless otherwise expressly provided.

1.4 Controlling Document.

In the event of an inconsistency between this Plan and the Plan Supplement, the terms of the relevant document in the Plan Supplement shall control unless otherwise specified in such Plan Supplement document. In the event of an inconsistency between this Plan and any other instrument or document created or executed pursuant to this Plan, or between this Plan and the Disclosure Statement, this Plan shall control. The provisions of this Plan and of the Confirmation Order shall be construed in a manner consistent with each other so as to effectuate the purposes of each. If there is any inconsistency between any provision of this Plan and any provision of the Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of the Confirmation Order shall govern, and any such provisions of the Confirmation Order shall be deemed a modification of this Plan. In the event of any inconsistency between this Plan, the Plan Supplement, the Disclosure Statement, the Disclosure Statement Order, or the Confirmation Order, on the one hand, and the FILO Settlement Order or any other instrument or document created or executed pursuant to the FILO Settlement Order, on the other hand, the Confirmation Order shall control; *provided* that any provision of the Confirmation Order that is inconsistent with the FILO Settlement Term Sheet shall require the consent of the Litigation Trustee (or prior to the appointment of the Litigation Trustee, the FILO DIP Agent).

ARTICLE II. ADMINISTRATIVE EXPENSE CLAIMS, FILO DIP CLAIMS, PROFESSIONAL FEE CLAIMS, AND PRIORITY TAX CLAIMS.

2.1 Administrative Expense Claims.

(a) On, or as soon thereafter as is reasonably practicable, the later of (i) the Effective Date, (ii) the first Business Day after the date that is forty-five (45) calendar days after the date such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, and (iii) the next Plan Distribution Date after such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, except to the extent that a holder of an Allowed Administrative Expense Claim agrees to less favorable treatment, distributions to holders of Allowed Administrative Expense Claims shall have commenced, with each holder of an Allowed Administrative Expense Claim (other than Professional Fee Claims) to receive, in full and final satisfaction, settlement, release, and discharge of such Claim, (i) Cash in an amount equal to the Allowed amount of such Claim or (ii) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

(b) Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court, or as provided by Section 2.1 hereof, requests for payment of Administrative Expense Claims, other than requests for payment of Professional Fee Claims, must be filed and served on the Debtors no later than the applicable Administrative Expense Claims Bar Date pursuant to the procedures specified in the Administrative Expense Claims Bar Date Order, the Confirmation Order, the notice of entry of the Confirmation Order, and the notice of Effective Date.

(c) Holders of Administrative Expense Claims that are required to file and serve a request for payment of such Administrative Expense Claims and that do not file and serve such a request by the Administrative Expense Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Estate Representative, as applicable, and their property, and such Administrative Expense Claims shall be deemed compromised, settled, and released without consideration as of the Effective Date.

(d) The Confirmation Order shall provide that, to the extent the Administrative Expense Claims Consent Program Condition is satisfied or waived in accordance with the Plan, on the first Business Day after the date that is (45) calendar days after the Confirmation Date, or as soon thereafter is reasonably practicable, distributions to holders of Settled Administrative Expense Claims shall have commenced, with each holder of a Settled Administrative Expense Claim set to receive their Pro Rata Share of the Settled Administrative Expense Claims Cash Pool, with the balance of the Settled Administrative Expense Claim paid in Cash in accordance with Section 2.1(a) of the Plan.

2.2 FILO DIP Claims.

(a) Except to the extent released pursuant to the FILO Settlement Order, on the Litigation Trust Establishment Date, the FILO DIP Claims shall be deemed Allowed in the full amount outstanding under the FILO DIP Credit Agreement, including principal, interest, fees, costs, other charges, and expenses provided for thereunder.

(b) Except to the extent that a holder of an Allowed FILO DIP Claim agrees to less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge of such Allowed FILO DIP Claim, on the Litigation Trust Establishment Date, each such holder shall receive its Pro Rata Share of the Class A-2 Litigation Trust Interests and, in respect of the Secured Interim Advances, its Pro Rata Share of the Class A-1 Litigation Trust Interests.

2.3 Professional Fee Claims.

(a) All Professionals seeking approval by the Bankruptcy Court of Professional Fee Claims shall file, on or before the date that is thirty (30) calendar days after the Confirmation Date, their respective applications for final allowances of compensation for services rendered and reimbursement of expenses incurred from the Petition Date through the Confirmation Date. Objections to any Professional Fee Claims must be filed and served no later than twenty-one (21) calendar days after the filing of the final applications for compensation or reimbursement (unless otherwise agreed by the party requesting compensation of a Professional Fee Claim).

(b) Allowed Professional Fee Claims shall be paid in full in Cash in such amounts as are Allowed by the Bankruptcy Court (i) on the date upon which an order relating to any such Allowed Professional Fee Claim is entered; or (ii) upon such other terms as may be mutually agreed upon between the holder of such an Allowed Professional Fee Claim and the Estate Representative, (x) first out of the Professional Fees Escrow Account; and (y) if the amount available for distribution pursuant to the foregoing clause (x) is insufficient to remit all distributions required to be made to such holders pursuant to this sentence, from Cash on hand or the Plan Trust Net Proceeds.

(c) Notwithstanding the foregoing, any Professional Fee Claims that are authorized to be paid pursuant to any administrative orders entered by the Bankruptcy Court, including the Interim Compensation Procedures Order may be paid at the times and in the amounts authorized pursuant to such orders.

(d) Five (5) Business Days before the Confirmation Date, holders of Professional Fee Claims shall provide a reasonable estimate of unpaid Professional Fee Claims incurred in rendering services to the Debtors and the Creditors' Committee, and the Debtors or Litigation Trust shall fund such estimated amounts into the Professional Fees Escrow Account for the benefit of the holders of the Professional Fee Claims until the fee applications related thereto are resolved by Final Order or agreement of the parties. If a holder of a Professional Fee Claim does not provide an estimate, the Debtors may estimate the unpaid and unbilled reasonable and necessary fees and out-of-pocket expenses of such holder of a Professional Fee Claim. When all such Allowed Professional Fee Claims have been paid in full, any remaining amount in such Professional Fees Escrow Account for purposes of this paragraph shall promptly be released from such escrow and revert to, and ownership thereof shall vest in, the Litigation Trust without any further action or order of the Bankruptcy Court.

(e) From and after the Confirmation Date, the Estate Representative and the Litigation Trust, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses incurred by the Professionals after the Confirmation Date. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

(f) The Estate Representative is authorized to pay compensation for services rendered or reimbursement of expenses incurred after the Confirmation Date in the ordinary course and without the need for Bankruptcy Court approval.

2.4 Priority Tax Claims.

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive, in full and final satisfaction, settlement, release, and discharge of such Allowed Priority Tax Claim at the option of the Estate Representative (in consultation with the Creditors' Committee), either: (i) Cash in an

amount equal to such Allowed Priority Tax Claim on the latest of (a) the Effective Date, to the extent such Claim is an Allowed Priority Tax Claim on the Effective Date; (b) the first Business Day after the date that is forty-five (45) calendar days after the date such Priority Tax Claim becomes an Allowed Priority Tax Claim; (c) the next Plan Distribution Date after such Priority Tax Claim becomes an Allowed Priority Tax Claim, and (d) the date such Allowed Priority Tax Claim is due and payable in the ordinary course as such obligation becomes due; (ii) equal annual Cash payments in an aggregate amount equal to the amount of such Allowed Priority Tax Claim, together with interest at the applicable rate under section 511 of the Bankruptcy Code, over a period not exceeding five (5) years from and after the Petition Date (*provided* that the Estate Representative reserves the right to prepay all or a portion of any Allowed Priority Tax Claim at any time under this option without penalty or premium); or (iii) such other treatment consistent with the provisions of section 1129(a)(9) of the Bankruptcy Code.

ARTICLE III. CLASSIFICATION OF CLAIMS AND INTERESTS.

3.1 Classification in General.

A Claim or Interest is placed in a particular Class for all purposes, including voting, confirmation, and distribution under this Plan and under sections 1122 and 1123(a)(1) of the Bankruptcy Code; *provided* that a Claim or Interest is placed in a particular Class for the purpose of receiving distributions pursuant to this Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and such Claim or Interest has not been satisfied, released, or otherwise settled prior to the Effective Date.

3.2 Summary of Classification of Claims and Interests.

The following table designates the Classes of Claims against and Interests in the Debtors and specifies which Classes are (i) Impaired and Unimpaired under this Plan, (ii) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, and (iii) presumed to accept or deemed to reject this Plan. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, FILO DIP Claims, Professional Fee Claims, and Priority Tax Claims have not been classified.

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
1	Other Priority Claims	Unimpaired	No (Presumed to Accept)
2	Other Secured Claims	Unimpaired	No (Presumed to Accept)
3	FILO Bridge Claims	Impaired	Yes
4	General Unsecured Claims	Impaired	Yes
5	PBGC Claims	Impaired	Yes
6	Intercompany Claims	Impaired	No (Presumed to Accept)
7	Subordinated Securities Claims	Impaired	No (Deemed to Reject)
8	Intercompany Interests	Impaired	No (Presumed to Accept)

<u>Class</u>	<u>Type of Claim or Interest</u>	<u>Impairment</u>	<u>Entitled to Vote</u>
9	Non-Debtor Owned Subsidiary Interests	Impaired	No (Deemed to Reject)
10	Parent Interests	Impaired	No (Deemed to Reject)

3.3 Special Provision Governing Unimpaired Claims.

Except as otherwise provided in this Plan, nothing under this Plan shall affect the rights of the Debtors, the Plan Trust, and the Litigation Trust, as applicable, in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to, or setoffs or recoupments against, any such Unimpaired Claims.

3.4 Elimination of Vacant Classes.

Any Class that, as of the commencement of the Confirmation Hearing, does not have at least one Claim or Interest that is Allowed in an amount greater than zero for voting purposes shall be considered vacant, deemed eliminated from this Plan for purposes of voting to accept or reject this Plan, and disregarded for purposes of determining whether this Plan satisfies section 1129(a)(8) of the Bankruptcy Code with respect to such Class.

3.5 Voting Classes; Presumed Acceptance by Non-Voting Classes.

With respect to each Debtor, if a Class contained Claims or Interests eligible to vote and no holder of such Claims or Interests, as applicable, votes to accept or reject this Plan, this Plan shall be presumed accepted by the holders of such Claims or Interests, as applicable, in such Class.

3.6 Voting; Presumptions; Solicitation.

(a) Acceptance by Certain Impaired Classes. Only holders of Claims in Classes 3, 4, and 5 are entitled to vote to accept or reject this Plan. An Impaired Class of Claims or Interests shall have accepted this Plan if (i) the holders of at least two-thirds (2/3) in amount of the Allowed Claims or Interests actually voting in such Class have voted to accept this Plan and (ii) the holders of more than one-half (1/2) in number of the Allowed Claims or Interests actually voting in such Class have voted to accept this Plan.

(b) Presumed Acceptance by Unimpaired Classes. Holders of Claims in Classes 1 and 2 are conclusively presumed to have accepted this Plan pursuant to section 1126(f) of the Bankruptcy Code. Additionally, holders of Claims and Interests in Classes 6 and 8 are presumed to accept or deemed to reject the Plan. Accordingly, such holders are not entitled to vote to accept or reject this Plan.

(c) Deemed Rejection by Certain Impaired Classes. Holders of Claims and Interests in Classes 7, 9, and 10 are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Accordingly, such holders are not entitled to vote to accept or reject the Plan.

3.7 Cramdown.

If any Class entitled to vote on this Plan does not vote to accept this Plan, the Debtors may (i) seek confirmation of this Plan under section 1129(b) of the Bankruptcy Code or (ii) amend or modify this Plan in accordance with the terms hereof and the Bankruptcy Code. If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, is Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

3.8 No Waiver.

Nothing contained in this Plan shall be construed to waive a Debtor's or other Entity's right to object on any basis to any Claim.

ARTICLE IV. TREATMENT OF CLAIMS AND INTERESTS.

4.1 Class 1: Other Priority Claims.

(a) **Treatment:** Except to the extent that a holder of an Allowed Other Priority Claim agrees to less favorable treatment of such Claim in full and final satisfaction, settlement, release, and discharge of such Allowed Other Priority Claim, each such holder shall receive:

- (i) payment in full in Cash in an amount equal to such Claim, payable on the later of (x) forty-five (45) calendar days after the Effective Date, (y) the first Business Day after forty-five (45) days from the date on which such Other Priority Claim becomes an Allowed Other Priority Claim, and (z) the next Plan Distribution Date after such Other Priority Tax Claim becomes an Allowed Other Priority Claim, or as soon as practicable thereafter; or
- (ii) such other treatment so as to render such holder's Allowed Other Priority Claim Unimpaired.

(b) **Impairment and Voting:** Class 1 is Unimpaired, and holders of Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Other Priority Claims are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to Other Priority Claims.

4.2 Class 2: Other Secured Claims.

(a) **Treatment:** Except to the extent that a holder of an Allowed Other Secured Claim agrees to less favorable treatment of such Claim in full and final satisfaction, settlement, release, and discharge of such Allowed Other Secured Claim, each such holder shall receive at the option of the Estate Representative:

- (i) payment in full in Cash in an amount equal to such Claim, payable on the later of (x) forty-five (45) calendar days after the Effective

Date, (y) the first Business Day after forty-five (45) days from the date on which such Other Secured Claim becomes an Allowed Other Secured Claim, and (z) the next Plan Distribution Date after such Other Secured Claim becomes an Allowed Other Secured Claim, or as soon as practicable thereafter;

- (ii) transfer of the collateral securing such Other Secured Claim or the proceeds thereof in satisfaction of the Allowed amount of such Secured Claim; or
- (iii) such other treatment so as to render such holder's Allowed Other Secured Claim Unimpaired.

(b) Impairment and Voting: Class 2 is Unimpaired, and holders of Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, holders of Other Secured Claims are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to Other Secured Claims.

4.3 Class 3: FILO Bridge Claims.

(a) Allowance.

- (i) Remaining FILO Bridge Claims: As of April 28, 2025, the Remaining FILO Bridge Claims shall be deemed Allowed in the principal amount of \$41,833,761.53, plus any and all interest, fees, costs, other charges, and expenses provided for under the Bridge Credit Agreement (other than with respect to the Bridge MOIC), *minus* the amount of the Allowed Retained FILO Claims, *plus* the Allowed Bridge MOIC Amount; *provided* that the Waived Bridge MOIC Claim is deemed waived without further notice to, approval of or action by any Person or Entity, and each holder of a Waived Bridge MOIC Claim shall not receive any distribution or retain any property on account of its Waived Bridge MOIC Claim.
- (ii) Retained FILO Claims: On the Litigation Trust Establishment Date, the Retained FILO Claims are Allowed in the aggregate amount of \$10,000,000.

(b) Treatment: Except to the extent released pursuant to the FILO Settlement Order, in full and final satisfaction, settlement, release, and discharge of such Allowed FILO Bridge Claims, on the Litigation Trust Establishment Date, each such holder shall (i) receive their Pro Rata Share of the Class A-2 Litigation Trust Interests on account of their Allowed Remaining FILO Bridge Claim (unless previously received), and (ii) retain their Pro Rata Share of their Retained FILO Claims, which shall entitle such holders to their Pro Rata Share of the FILO Plan Trust Interests on the Plan Trust Establishment Date to the extent not repaid prior thereto.

(c) **Impairment and Voting:** Class 3 is Impaired, and, thus, holders of Allowed FILO Bridge Claims are entitled to vote to accept or reject the Plan.

4.4 Class 4: General Unsecured Claims.

(a) **Treatment:** Except to the extent that a holder of an Allowed General Unsecured Claim agrees to less favorable treatment of such Claim, in full and final satisfaction, settlement, release, and discharge of such Allowed General Unsecured Claim, on or prior to the Effective Date, each such holder shall receive its Pro Rata Share of the GUC Plan Trust Interests.

(b) **Impairment and Voting:** Class 4 is Impaired, and, thus, holders of Allowed General Unsecured Claims are entitled to vote to accept or reject the Plan.

4.5 Class 5: PBGC Claims

(a) **Allowance:** The PBGC Claims shall be Allowed, as a prepetition unsecured claim, in the amount of \$8,750,000.

(b) **Treatment:** In accordance with the PBGC Settlement, in full and final satisfaction, settlement, release, and discharge of such Allowed PBGC Claims, on or prior to the Effective Date, PBGC shall receive the PBGC Plan Trust Interests. For the avoidance of doubt, the PBGC Claims shall be the only Claims on which the PBGC shall be entitled to any Distribution in connection with the Debtors or this Plan.

(c) **Impairment and Voting:** Class 5 is Impaired, and, thus, holders of Allowed PBGC Claims are entitled to vote to accept or reject the Plan.

4.6 Class 6: Intercompany Claims.

(a) **Treatment:** On or prior to the Effective Date or as soon as practicable thereafter, all Intercompany Claims shall be adjusted, reinstated, or discharged (each without any Plan Distribution) to the extent reasonably determined to be appropriate by the Estate Representative.

(b) **Impairment and Voting:** Holders of Class 6 Intercompany Claims are either plan proponents or controlled by plan proponents and therefore are conclusively presumed to accept the Plan. Therefore, holders of Intercompany Claims are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to Intercompany Claims.

4.7 Class 7: Subordinated Securities Claims.

(a) **Treatment:** All Subordinated Securities Claims, if any, shall be discharged, cancelled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and holders of Allowed Subordinated Securities Claims will not receive any distribution on account of such Allowed Subordinated Securities Claims.

(b) **Impairment and Voting:** Class 7 is Impaired. Holders of Subordinated Securities Claims are conclusively deemed to have rejected the Plan. Therefore, holders of Subordinated Securities Claims are not entitled to vote to accept or reject the Plan, and the votes of such holders of Subordinated Securities Claims will not be solicited.

4.8 **Class 8: Intercompany Interests.**

(a) **Treatment:** On the Effective Date, and without the need for any further corporate or limited liability company action or approval of any member, board of directors, board of managers, managers, management, or Security holders of any Debtor, all Intercompany Interests shall be adjusted, reinstated, or discharged at the election of the Estate Representative; *provided* that no Plan Distributions shall be made to holders of an Intercompany Interest on account of such Intercompany Interest under the Plan.

(b) **Impairment and Voting:** Holders of Class 8 Intercompany Interests are plan proponents and are therefore conclusively presumed to have accepted the Plan. Therefore, holders of Intercompany Interests are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Intercompany Interests.

4.9 **Class 9: Non-Debtor Owned Subsidiary Interests.**

(a) **Treatment:** On the Effective Date, and without the need for any further corporate or limited liability company action or approval of any member, board of directors, board of managers, managers, management, or Security holders of any Debtor, all Non-Debtor Owned Subsidiary Interests shall be cancelled and there shall be no distribution to holders of Non-Debtor Owned Subsidiary Interests on account of such Non-Debtor Owned Subsidiary Interests under the Plan.

(b) **Impairment and Voting:** Class 9 is Impaired. Holders of Non-Debtor Owned Subsidiary Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Non-Debtor Owned Subsidiary Interests are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Non-Debtor Owned Subsidiary Interests.

4.10 **Class 10: Parent Interests.**

(a) **Treatment:** On the Effective Date, and without the need for any further corporate or limited liability company action or approval of any members, board of directors, board of managers, managers, management, or Security holders of any Debtor, all Parent Interests shall be cancelled and there shall be no distribution to holders of Parent Interests under the Plan.

(b) **Impairment and Voting:** Class 10 is Impaired. Holders of Parent Interests are conclusively deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, holders of Parent Interests are not entitled to vote to accept or reject the Plan, and the votes of such holders will not be solicited with respect to such Parent Interests.

ARTICLE V. MEANS FOR IMPLEMENTATION.

5.1 Joint Chapter 11 Plan.

The Plan is a joint chapter 11 plan for each of the Debtors, with the Plan for each Debtor being non-severable and mutually dependent on the Plan for each other Debtor.

5.2 Compromise and Settlement of Claims, Interests, and Controversies.

Pursuant to section 363 and 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to this Plan, and the releases contained in this Plan, the provisions of this Plan shall constitute a good faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, equitable, and subordination rights that a holder of a Claim or Interest may have with respect to any Claim or Interest and any distribution to be made on account of such Claim or Interest. This Plan shall be deemed a motion to approve the compromises and settlements contained in this Plan, including the PBGC Settlement. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise and settlement of all such Claims, Interests, and controversies, including the PBGC Settlement, as well as a finding by the Bankruptcy Court that such compromise and settlement is in the best interests of the Debtors, their Estates, and holders of such Claims and Interests, and is fair, equitable, and reasonable. The compromises, settlements, and releases described herein shall be deemed non-severable from each other and from all other terms of this Plan.

5.3 Plan Settlement.

(a) As a proposed compromise and settlement of inter-Estate and inter-creditor issues, including those relating to whether the liability and assets of the Debtors should be substantively consolidated for distribution purposes under the Plan (the "**Plan Settlement**"), the following treatment shall apply if the Plan Settlement is accepted and approved:

- (i) all assets and liabilities of the Debtors shall be treated as though they were pooled;
- (ii) each Claim filed or to be filed against any Debtor shall be deemed filed as a single Claim against, and a single obligation of, the Debtors;
- (iii) all Intercompany Claims shall be adjusted, reinstated, or discharged in accordance with Section 4.6 herein;
- (iv) no Plan Distributions shall be made under the Plan on account of any Intercompany Interest or any Non-Debtor Owned Subsidiary Interest to the extent set forth in Sections 4.8 and 4.9 herein;
- (v) any Claims on account of a guarantee provided by a Debtor of the obligations of another Debtor shall be treated as eliminated so that any Claim against any Debtor and any Claim based upon a guarantee

thereof by any other Debtor shall be treated as one Claim against a single consolidated Estate; and

- (vi) any joint or joint and several liability of any of the Debtors shall be one obligation of the Debtors and any Claims based upon such joint or joint and several liability shall be treated as one Claim against a single consolidated Estate.

(b) The Plan shall serve as a motion by the Debtors seeking entry of a Bankruptcy Court order approving the Plan Settlement, including the Bankruptcy Court's findings that the Plan Settlement is (i) in exchange for good and valuable consideration provided by each of the Estates (including, without limitation, performance of the terms of the Plan), and a good-faith settlement and compromise of the released claims, (ii) in the best interests of the Debtors, the Estates, and all holders of Claims, (iii) fair, equitable, and reasonable, and (iv) effected after due notice and opportunity for hearing. As a result of the Plan Settlement, each Class of Claims and Interests shall be treated as against a single consolidated Estate without regard to the separate legal existence of the Debtors. The Plan shall not result in the merger or otherwise affect the separate legal existence of each Debtor, other than with respect to distribution rights under the Plan. The Plan Settlement shall not (other than for purposes related to funding Plan Distributions under the Plan) affect (u) the legal and organizational structure of the Debtors, (v) executory contracts or unexpired leases that were entered into during the Chapter 11 Cases or that have been or will be assumed or rejected, (w) any agreements entered into by the Plan Trust on or after the Plan Trust Establishment Date, (x) the Estate Representative's ability to subordinate or otherwise challenge Claims on an entity-by-entity basis, (y) any Causes of Action or Avoidance Actions or defenses thereto, which in each case shall survive entry of the Confirmation Order as if there had been no Plan Settlement, and (z) distributions to the Debtors or the Plan Trust from any insurance policies or the proceeds thereof.

(c) Notwithstanding the foregoing in this Section 5.3, the Debtors reserve the right to examine the Claims asserted against the various Debtors and to withdraw the Plan with respect to any particular Debtor. In the event that the Debtors elect to withdraw the Plan with respect to any Entity prior to the Confirmation Date, such Entity shall be listed on the Schedule of Alternative Plan Debtors included in the Plan Supplement and the Debtors may proceed to seek confirmation of this Plan as to the remaining Debtors in accordance with Section 5.3(a) above.

5.4 Sources of Consideration for Plan Distribution.

The Debtors and Plan Trustee shall fund Cash distributions under this Plan with Cash proceeds available from: (i) Cash available on or after the Effective Date in accordance with the Plan; (ii) proceeds realized from the Class B Litigation Trust Interests; (iii) proceeds realized from the Plan Trust Assets; (iii) proceeds realized from the Retained Assets; (iv) Cash from the Professional Fees Escrow Account (*provided* that the Cash proceeds of the Professional Fees Escrow Account shall be exclusively used to pay Allowed Professional Fee Claims until paid in full in Cash and any amount remaining thereafter shall be transferred to the Litigation Trust); and (v) any additional proceeds of the Wind Down, if any.

5.5 Implementation.

- (i) On and after the Plan Trust Establishment Date, the Debtors and the Plan Trust shall use commercially reasonable efforts to liquidate and distribute the value of their respective interests in all of their Assets.
- (ii) On and after the Litigation Trust Establishment Date, the Litigation Trust shall use commercially reasonable efforts to liquidate and distribute the value of its interests in the Litigation Trust Assets, including through either prosecuting, settling, or otherwise monetizing the Litigation Trust Causes of Action, in accordance with the terms of the Litigation Trust Agreement; *provided* that notwithstanding anything else contained in this Plan or the Confirmation Order, nothing in the Plan or the Confirmation Order shall limit the Debtors' ability or authority to settle any Litigation Trust Cause of Action prior to the Litigation Trust Establishment Date.
- (iii) No later than the Effective Date, the Plan Trust (if not previously established) shall be established pursuant to the Plan and the Plan Trust Agreement.
- (iv) No later than one (1) Business Day following the Confirmation Date, the Litigation Trust (if not previously established) shall be established pursuant to the Plan and the Litigation Trust Agreement.
- (v) On the Confirmation Date, the Professional Fees Escrow Account shall be funded with an amount of Cash sufficient to pay all accrued Professional Fee Claims based upon estimates provided by the Professionals, as set forth in Section 2.3 of this Plan.
- (vi) On the Confirmation Date, the Wind Down Reserve shall be established.
- (vii) On the Litigation Trust Establishment Date, the Litigation Trust shall fund the Estate Funding.
- (viii) After the Litigation Trust Establishment Date, the Litigation Trust shall make all payments required under the Transition Services Agreement to the Estate Representative.
- (ix) On or prior to the Effective Date, the Professional Fees Escrow Account shall be funded with an amount of Cash sufficient to pay all outstanding Professional Fee Claims.
- (x) On the Plan Trust Establishment Date, the Physician Insurance Account shall vest in, and be transferred to, the Plan Trust. The Plan Trustee shall assume responsibility for administering and paying the Covered Claims and Covered Amounts (each as defined in the FILO DIP Order) in accordance with the FILO DIP Order. Upon payment in full of all

Covered Amounts, any amounts remaining in the Physician Insurance Account shall be transferred to the Litigation Trust.

- (xi) On the Plan Trust Establishment Date, the Plan Trust Assets shall transfer to the Plan Trust automatically and without further action of the Bankruptcy Court.
- (xii) On the Litigation Trust Establishment Date, the Litigation Trust Assets shall transfer to the Litigation Trust automatically and without further action of the Bankruptcy Court; *provided* that the Debtors, the FILO Parties, the Litigation Trust, and the Litigation Trustee shall execute all documentation necessary to effectuate such transfer.
- (xiii) On the Litigation Trust Establishment Date, \$10,000,000 of FILO Bridge Claims shall automatically convert without any further action by any party into an equal amount of Retained FILO Claims, subject to the terms and conditions of this Plan.
- (xiv) Upon the FILO Balance (as defined in the FILO Settlement Term Sheet) being reduced to \$0 such that all amounts distributable in respect of Class A Litigation Trust Interests have been distributed, the Plan Trustee may in its sole discretion (so long as the Plan Trust owns all of the Class B Litigation Trust Interests) direct the Litigation Trustee to effectuate the distribution of all remaining Litigation Trust Assets to the Plan Trust on account of the Plan Trust's Class B Litigation Trust Interests, by transfer in kind, merger or otherwise (which assets shall be distributed subject to (a) any outstanding interests in, and obligations and liabilities of, the Litigation Trust, including the right of the holders of the Class A-1 Litigation Trust Interests to receive distributions on account of the Post-FILO Repayment Variable Component (as defined in the FILO Settlement Term Sheet) and (b) any rights of the Class A-2 Representative (as defined in the FILO Settlement Term Sheet) under the FILO Settlement Term Sheet); *provided* that the Plan Trustee has obtained a favorable private letter ruling from the IRS or an opinion of the Plan Trust's tax advisor, in each case from which the Plan Trustee reasonably concludes that such transaction would not have a material adverse tax impact on the Plan Trust.

5.6 Transition Services Agreement

The Estate Representative shall provide transition services to the Litigation Trust in accordance with the Transition Services Agreement. The Estate Representative shall be defended, held harmless, and indemnified by the Litigation Trust against any and all liabilities or losses that may be incurred in connection with the rendering of services under the Transition Services Agreement to the Litigation Trust or Litigation Trustee, subject to customary carve outs for fraud, willful misconduct, or gross negligence.

5.7 Litigation Funding Agreement

On the Litigation Trust Establishment Date (to the extent not previously executed), the applicable parties shall execute and deliver the Litigation Funding Agreement to the Litigation Trust and such document shall become effective in accordance with its terms. Upon execution, the Litigation Funding Agreement shall constitute legal, valid, and binding obligations of the parties thereto and be enforceable in accordance with its terms and such obligations shall not be enjoined or subject to discharge, impairment, release, avoidance, recharacterization, or subordination under applicable law, the Plan or the Confirmation Order, and the Litigation Trust shall be authorized to incur the obligations under the Litigation Funding Agreement and use the proceeds of such Litigation Funding Agreement, in each case, in accordance with the terms of the Plan, the Confirmation Order, the FILO Settlement Order, and the Litigation Funding Agreement without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule, or the vote, consent, authorization, or approval of any Person. The terms and conditions of the Litigation Funding Agreement shall bind the Litigation Trust and each other Entity that enters into such agreement.

5.8 Coordination between the Litigation Trust and the Plan Trust.

(a) The Estate Representative shall coordinate with the Litigation Trustee with respect to issues involving overlapping concerns with respect to third parties. If the Estate Representative and Litigation Trustee are unable to resolve a matter that should be coordinated, they must (i) arrange a mediation conference with the Mediator; and (ii) failing a successful mediation, obtain resolution by the Bankruptcy Court.

(b) With respect to any such disputes presented to the Bankruptcy Court:

- (i) If the FILO Balance (as defined in the FILO Settlement Term Sheet) is in an Underpayment State (as defined in the FILO Settlement Term Sheet) on the date of any hearing before the Bankruptcy Court, the Litigation Trustee's business judgment will be applied to the dispute, subject to challenge by the Estate Representative; *provided* that the Litigation Trustee's business judgment shall not be considered by the Bankruptcy Court with respect to a matter (or a portion thereof) as to which such business judgment would allow or increase the liabilities of the Estates or the Plan Trust (other than with respect to claims under section 502(h) of the Bankruptcy Code) without the consent of the Estate Representative.
- (ii) If the FILO Balance is not in an Underpayment State on the date of any hearing before the Bankruptcy Court, the Estate Representative's business judgment shall be applied to the dispute, subject to challenge by the Litigation Trustee; *provided* that the Estate Representative's business judgment shall not be considered by the Bankruptcy Court with respect to a matter (or a portion thereof) as to which such business judgment would allow or increase

the liabilities of the Litigation Trust without the consent of the Litigation Trustee.

5.9 Corporate Action.

(a) Following the Confirmation Date, by virtue of the solicitation of votes in favor of this Plan and entry of the Confirmation Order, all actions contemplated by this Plan or the Confirmation Order (including any action to be undertaken by the Plan Trustee or Litigation Trustee) shall be deemed authorized, approved, and, to the extent taken prior to the Confirmation Date, ratified without any requirement for further action by holders of Claims or Interests, the Debtors, or any other Entity or Person. All matters provided for in this Plan involving the organizational structure of the Debtors, and any other action required by the Debtors in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Debtors or the Estates.

(b) The authorizations and approvals contemplated by this Section 5.9 shall be effective notwithstanding any requirements under non-bankruptcy law.

(c) The Confirmation Order shall and shall be deemed, pursuant to sections 363, 1123, and 1142 of the Bankruptcy Code, to authorize and direct parties, as applicable, among other things, to take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate this Plan.

5.10 Plan Administrator Committee

On and after the Confirmation Date and until the Plan Trust Establishment Date, the Plan Administrator Committee shall have exclusive governance rights of the Estates and be authorized to implement the Plan and any applicable orders of the Bankruptcy Court in accordance with the Plan Administrator Agreement. Monica Blacker shall serve as the initial chairperson of the Plan Administrator Committee (the “**Committee Chairperson**”). Any decision by the Plan Administrator Committee shall require the affirmative vote of at least two (2) of the three (3) members of the Plan Administrator Committee; *provided* that the Plan Administrator Committee shall not act without the consent of the Committee Chairperson. Upon the Plan Trust Establishment Date, the Plan Trustee shall accede to the rights and obligations of the Plan Administrator Committee.

5.11 Governance.

(a) On the Confirmation Date, the authority, power and incumbency of the persons then acting as directors, officers, managers, members and other authorized persons of the Debtors shall be terminated and such persons shall be deemed to have resigned. On the Confirmation Date, the applicable Estate Representative shall serve as the initial director(s) or manager, as applicable, and sole officer of each Debtor after the Confirmation Date until such time as such Debtor goes out of existence, by merger into another Debtor, by dissolution or otherwise.

(b) The Estate Representative, on behalf of the Debtors, may appoint a manager of any Debtor to serve after the Confirmation Date. The Estate Representative, on behalf of the Debtors, may elect such additional manager(s) and/or officer(s) of the Debtors as the Estate

Representative deems necessary to implement this Plan and the actions contemplated herein. The Estate Representative, on behalf of the Debtors, shall, after the Confirmation Date, have the power to act by written consent to remove any manager or officer of any Debtor at any time with or without cause.

(c) As of the Confirmation Date, the governing documents of the Debtors may be amended (and shall be deemed amended) to the extent necessary to carry out the provisions of this Plan.

5.12 Cancellation of Existing Securities, Agreements, and Liens.

(a) Except for the purpose of evidencing a right to a Plan Distribution, on the Effective Date and without the need for any further organizational action or approval of any member, board of directors, board of managers, managers, management, or Security holders of any Debtor, all notes, instruments, other securities, and other evidence of debt issued, and any rights of any holder in respect thereof shall be deemed cancelled, discharged, and of no force or effect and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, and discharged.

(b) On the Litigation Trust Establishment Date, without the need for any further organizational action or approval of any member, board of directors, board of managers, managers, management, or Security holders of any Debtor, all notes, instruments, other securities, and other evidence of debt issued, and any rights of any holder of FILO DIP Claims and FILO Bridge Claims (other than the Retained FILO Claims) in respect thereof, shall be deemed cancelled, discharged, and of no force or effect and the obligations of the Debtors thereunder shall be deemed fully satisfied, released, and discharged.

(c) After the Litigation Trust Establishment Date, the Estate Representative may, in its sole discretion, take any action necessary to terminate, cancel, extinguish, and/or evidence the release of any and all mortgages, deeds of trust, Liens, pledges, and other security interests with respect to the FILO DIP Claims and the FILO Bridge Claims (including, for the avoidance of doubt, the Retained FILO Claims), including, without limitation, the preparation and filing of any and all documents necessary to terminate, satisfy, or release any mortgages, deeds of trust, Liens, pledges, and other security interests held by the FILO Parties, including, without limitation, UCC-3 termination statements.

(d) Upon the full payment or other satisfaction of an Allowed Other Secured Claim, or promptly thereafter, the holder of such Allowed Other Secured Claim shall deliver to the Estate Representative any collateral or other property of a Debtor held by such holder, together with any termination statements, instruments of satisfaction, or releases of all security interests with respect to its Allowed Other Secured Claim that may be reasonably required to terminate any related financing statements, mortgages, mechanics' or other statutory Liens, or lis pendens, or similar interests or documents.

5.13 Merger or Dissolution of Debtors.

On or after the Confirmation Date, at the direction of the Estate Representative, any of the Debtors may be merged into SHC Holdings and the Estate Representative may complete the

winding up of such Debtors (including SHC Holdings) without the necessity for any other or further actions to be taken by or on behalf of such dissolving Debtor or its members, managers, directors, management, or Security holders or any payments to be made in connection therewith, other than the filing of a certificate of dissolution and/or merger with the appropriate governmental authorities, and any such certificate of dissolution and/or merger may be filed by the Estate Representative without need for any authorization, signature or other act of any Person or Entity, including without limitation any holder of any Claim or Interest. On or after the Confirmation Date, the Estate Representative may engage in any other transaction in furtherance of the Plan. Any such transactions may be effective without any further action by the members, managers, directors, management, or Security holders of the Debtors.

5.14 Preservation of Causes of Action.

Other than Causes of Action against an Entity that are waived, relinquished, exculpated, released, compromised, or settled in the Plan or by order of the Bankruptcy Court, the Debtors preserve and reserve any and all Causes of Action, including, for the avoidance of doubt, the Litigation Trust Causes of Action. For the avoidance of doubt, any Claim or Cause of Action that is settled or released prior to the Litigation Trust Establishment Date shall not be deemed a Litigation Trust Cause of Action. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Disclosure Statement, or the Confirmation Order to any Cause of Action or potential Cause of Action against them as any indication that the Debtors, the Plan Administrator Committee, the Plan Trustee, the Plan Trust, the Litigation Trustee, or the Litigation Trust will not pursue any and all available Causes of Action against them. No preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the consummation of the Plan or the occurrence of the Effective Date. Prior to the Effective Date, (i) the Estate Representative, with respect to any Cause of Action that is not a Litigation Trust Asset, and (ii) the Litigation Trustee with respect to any Litigation Trust Cause of Action, shall retain and shall have, including through its authorized agents or representatives, the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

5.15 Effectuating Documents; Further Transactions.

(a) On and after the Confirmation Date, the Estate Representative is authorized to and may issue, execute, deliver, file or record such contracts, securities, instruments, 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 this Plan in the name of and on behalf of the Debtors, without the need for any approvals, authorization, or consents except for those expressly required pursuant to this Plan.

(b) Before, on, or after the Effective Date (as appropriate), all matters provided for pursuant to the Plan that would otherwise require approval of the Security holders, directors, managers, or members of the Debtors shall be deemed to have been so approved and shall be in effect before, on or after the Effective Date (as appropriate) pursuant to applicable law and without

any requirement of further action by the Security holders, directors, managers, or members of the Debtors, or the need for any approvals, authorizations, actions or consents.

5.16 Closing of the Chapter 11 Cases.

After the Confirmation Date, the Estate Representative shall be authorized, but not directed, to submit one or more motions for order(s) that close and issue final decrees for any of the Chapter 11 Cases, for any Debtor, in each case in accordance with the Bankruptcy Code and the Bankruptcy Rules. Furthermore, the Claims and Noticing Agent shall be authorized to destroy all paper/hardcopy records related to the Chapter 11 Cases two (2) years after the Effective Date has occurred.

ARTICLE VI. PLAN TRUST.

6.1 Establishment of the Plan Trust.

On or prior to the Effective Date, the Plan Trust shall be established in accordance with the Plan Trust Agreement for the purpose of being vested with and liquidating the Plan Trust Assets, reconciling Claims and making distributions to holders of Allowed Claims in accordance with the terms of this Plan and the Plan Trust Agreement. Upon the Plan Trust Establishment Date, the Plan Trust shall assume all Claims (including, for the avoidance of doubt, all Administrative Expense Claims (including Professional Fee Claims), Other Secured Claims, Priority Tax Claims, and Other Priority Claims) against the Debtors (other than the FILO DIP Claims, FILO Bridge Claims, and Claims for which Plan Trust Interests are distributed) with the same validity and priority as such Claims had against the Debtors immediately prior to the Plan Trust Establishment Date and there shall be no further recourse against the Debtors with respect to such Claims. For the avoidance of doubt, the Estate Representative may establish the Plan Trust after the Confirmation Date but prior to the Effective Date. On or following the Plan Trust Establishment Date, the Plan Trustee may distribute the Plan Trust Interests to holders of Allowed Claims and establish the Disputed Claim Reserve in accordance with the Plan. Subject to and to the extent set forth in this Plan, the Confirmation Order, the Plan Trust Agreement, or any other order of the Bankruptcy Court entered in connection therewith, the Plan Trust and the Plan Trustee shall be empowered, without the need for Bankruptcy Court approval, to:

(i) perform all actions and execute all agreements, instruments and other documents necessary to effectuate the purpose of the Plan Trust;

(ii) establish, maintain and administer trust accounts, which shall be segregated to the extent appropriate in accordance with this Plan;

(iii) accept, preserve, receive, collect, manage, invest, sell, liquidate, transfer, abandon, supervise, prosecute, settle and protect, as applicable, the Plan Trust Assets in accordance with this Plan;

(iv) except to the extent any Claims have already been Allowed (including pursuant to the terms of this Plan), control and effectuate the Claims reconciliation process with respect to all Claims, including to object

to, seek to subordinate, recharacterize, compromise or settle any and all such Claims against the Debtors, including the Disputed Claims, pursuant to the procedures prescribed in this Plan;

(v) calculate and make distributions to holders of Allowed Claims;

(vi) administer each Debtor's tax obligations, including filing tax returns and other reports (including any amended returns or claims for refund), paying tax obligations and representing the interest and account of each Debtor or its Estate before any taxing authority in all matters including, without limitation, any action, suit, proceeding, audit or examination;

(vii) administer the Plan Trust's tax obligations, including filing tax returns and other reports (including any amended returns or claims for refund), paying tax obligations and representing the interest and account of the Plan Trust before any taxing authority in all matters including, without limitation, any action, suit, proceeding, audit or examination;

(viii) retain, compensate and employ Professionals (including Estate Professionals) to represent the Plan Trust;

(ix) direct and control the Wind Down, liquidation, sale or abandonment of the Plan Trust Assets, including the Retained Assets, and any other remaining Assets of the Debtors under the Plan and in accordance with applicable law as necessary to maximize distributions to holders of Allowed Claims;

(x) exercise such other powers as may be vested in the Plan Trust under the Plan Trust Agreement and this Plan, or as are deemed by the Debtors or the Plan Trustee to be necessary and proper to implement the provisions of the Plan Trust Agreement and effectuate the purpose of the Plan Trust;

(xi) dissolve the Plan Trust in accordance with the terms of the Plan Trust Agreement;

(xii) on behalf of each of the Debtors, carry out and implement all provisions of this Plan; and

(xiii) wind up the affairs of the Debtors, if and to the extent necessary, including taking any steps to dissolve, liquidate, bankrupt or take other similar action with respect to each Debtor, including by terminating the corporate or organizational existence of each such Debtor.

The Plan Trustee shall have the same authority in respect of all taxes and tax returns of the Debtors as if the Plan Trustee were the Debtors.

Notwithstanding anything to the contrary in this Section 6.1, the Plan Trust's primary purpose is liquidating the Plan Trust Assets, with no objective to continue or engage in the conduct of a trade or business except to the extent reasonably necessary to, and consistent with, the Plan Trust's liquidating purpose and reasonably necessary to conserve and protect the Plan Trust Assets and provide for the orderly liquidation thereof.

6.2 Funding of and Transfer of Assets into the Plan Trust.

Except as otherwise provided in this Plan or the Confirmation Order, upon the Plan Trust Establishment Date, the Debtors shall transfer the Plan Trust Assets, including, but not limited to the Estate Funding, to the Plan Trust, and all such assets shall vest in the Plan Trust (free and clear of all Liens, Claims, encumbrances and Interests (legal, beneficial or otherwise)) on such date, to be administered by the Plan Trustee, in accordance with this Plan and the Plan Trust Agreement. The Plan Trustee shall have the authority to create additional sub-accounts in trust accounts established pursuant to Section 6.6 and sub-trusts within the Plan Trust, which may have a separate legal existence, but which shall be considered sub-accounts or sub-trusts of the Plan Trust. The act of transferring the Plan Trust Assets, as authorized by this Plan, shall not be construed to destroy or limit any such assets or rights or be construed as a waiver of any right, and such rights may be asserted by the Plan Trust as if the asset or right was still held by the applicable Debtor. Upon the transfer of the Plan Trust Assets to the Plan Trust, the Debtors shall have no interest in or with respect to the Plan Trust Assets or the Plan Trust. Upon delivery of the Plan Trust Assets to the Plan Trust, the Debtors and their predecessors, successors and assigns, shall be released from all liability with respect to the delivery thereof and shall have no reversionary or further interest in or with respect to the Plan Trust Assets or the Plan Trust. Notwithstanding the foregoing, for purposes of section 553 of the Bankruptcy Code, the transfer of the Plan Trust Assets to the Plan Trust shall not affect the mutuality of obligations that otherwise may have existed prior to the effectuation of such transfer. Such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other similar tax, pursuant to section 1146(a) of the Bankruptcy Code. In connection with the transfer of such assets, any attorney client privilege, work product privilege, or other privilege or immunity attaching to any documents or communications (whether written or oral) transferred to the Plan Trust shall vest in the Plan Trust and its representatives, and the Debtors and the Plan Trustee are directed to take all necessary actions to effectuate the transfer of such privileges. The Plan Trustee shall agree to accept and hold the Plan Trust Assets in the Plan Trust for the benefit of the Plan Trust Beneficiaries, subject to the terms of the Plan and the Plan Trust Agreement.

6.3 Plan Trustee.

(a) Appointment of Plan Trustee. Upon the Plan Trust Establishment Date, the Plan Administrator Committee shall be appointed as the Plan Trustee. Except as otherwise provided in this Plan, the Plan Trustee (i) shall be the successor to and representative of the Estate of each of the Debtors within the meaning of section 1123(b)(3)(B) of the Bankruptcy Code and (ii) shall be the sole representative of, and shall act for, the Debtors, and shall assume any such outstanding responsibility of the Debtors under the Plan. The powers, rights and responsibilities of the Plan Trustee shall be as specified in the Plan Trust Agreement and Plan and shall include the authority and responsibility to fulfill the items identified in this Section 6.3 of the Plan. Other rights and duties of the Plan Trustee and the Plan Trust Beneficiaries shall be as set forth in the

Plan Trust Agreement. The FILO Parties will have the right to consent to any successor Plan Trustee that is not a chapter 7 trustee (including the terms of any such successor's engagement), such consent not to be unreasonably withheld, conditioned, or delayed.

(b) Functions of the Plan Trustee. On and after the Plan Trust Establishment Date, the Plan Trustee and/or the Plan Trust, as applicable, shall carry out the functions set forth in this Section 6.3 and, after the Effective Date, may take such actions without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code and the Bankruptcy Rules, other than any restrictions expressly imposed by the Plan, the Confirmation Order or the Plan Trust Agreement. Such functions shall include any and all powers and authority to:

(i) effectuate the Plan, including the prosecution and any other disposition of all litigation related to any appeals in respect to the approval and/or implementation of the Plan;

(ii) wind up the affairs of the Debtors, if and to the extent necessary, including taking any steps to dissolve, liquidate, bankrupt, or take other similar action with respect to each Debtor, including by terminating the corporate or organizational existence of each such Debtor;

(iii) exercise its business judgment to direct and control the Wind Down, including the liquidation, sale and/or abandonment of the Plan Trust Assets, including the Retained Assets, under this Plan and in accordance with applicable law as necessary to maximize distributions to holders of Allowed Claims;

(iv) marshal, market for sale, and wind down any of the Plan Trust Assets, including the Retained Assets;

(v) serve as the initial director or manager, as applicable, and sole officer of each Debtor after the Effective Date until such time as such Debtor is merged or dissolved, as applicable, and take any actions necessary to effectuate the terms of the Plan and the Plan Trust Agreement in such capacities;

(vi) take any actions necessary to (A) resolve all matters related to the Plan Trust Assets and (B) vest such assets in the Plan Trust;

(vii) open and maintain bank accounts on behalf of or in the name of the Plan Trust;

(viii) fund the Wind Down Reserve;

(ix) amend, modify, or supplement the Wind Down Budget;

(x) determine, from time to time, whether the amounts available in the Wind Down Reserve are in excess of the amount necessary to

satisfy the purpose for which such reserve was established and amend, modify, or supplement the Wind Down Budget accordingly. If the Plan Trustee determines that a surplus exists in the Wind Down Reserve as of the date of such determination, the Plan Trustee may transfer such surplus amount to the Plan Trust for distribution in accordance with the Plan;

(xi) maintain the books and records and accounts of the Debtors or the Plan Trust;

(xii) reconcile Claims and calculate and make distributions to holders of Allowed Claims in accordance with the Plan;

(xiii) administer each Debtor's tax obligations, including filing tax returns and other reports (including any amended returns or claims for refund), paying tax obligations and representing the interest and account of each Debtor or its Estate before any taxing authority in all matters including, without limitation, any action, suit, proceeding, audit or examination;

(xiv) administer the Plan Trust's tax obligations, including filing tax returns and other reports (including any amended returns or claims for refund), paying tax obligations and representing the interest and account of the Plan Trust before any taxing authority in all matters including, without limitation, any action, suit, proceeding, audit or examination;

(xv) file, prosecute, settle or dispose of any and all objections to asserted Claims;

(xvi) enter into and consummate any transactions for the purpose of dissolving the Debtors;

(xvii) make distributions of the Plan Trust Assets and any proceeds thereof, in excess of any amounts necessary to pay the expenses of the Plan Trust, to holders of Allowed Claims, in accordance with the Plan;

(xviii) purchase and carry all insurance policies reasonably necessary or advisable to pay all associated insurance premiums and costs;

(xix) invest Cash, as available, and any income earned thereon;

(xx) take such actions as are necessary or appropriate to close any of the Chapter 11 Cases;

(xxi) retain, compensate and employ Professionals to represent the Plan Trust or the Plan Trustee, as applicable; and

(xxii) take any other actions not inconsistent with the provisions hereof that the Plan Trustee deems reasonably necessary or desirable in connection with the foregoing functions.

6.4 Plan Trust Agreement.

Prior to the Plan Trust Establishment Date, the Debtors shall execute and deliver the Plan Trust Agreement. The Plan Trust Agreement may include reasonable and customary indemnification provisions for the benefit of the Plan Trustee. Any such indemnification shall be the sole responsibility of the Plan Trust and payable solely from the Plan Trust Assets.

6.5 Fees and Expenses of the Plan Trust.

From and after the Plan Trust Establishment Date, expenses of the Plan Trust shall be paid from the Plan Trust Assets in the ordinary course of business, in accordance with the Plan and the Plan Trust Agreement. Without any further notice to any party or action, order or approval of the Bankruptcy Court, the Plan Trustee, on behalf of the Plan Trust, may employ and pay, in the ordinary course of business, the reasonable fees of any professional (including professionals previously employed by the Debtors) for services rendered or expenses incurred on and after the Effective Date that, in the discretion of the Plan Trustee, are necessary to assist the Plan Trustee in the performance of the Plan Trustee's duties under the Plan and the Plan Trust Agreement, subject to any limitations and procedures established by the Plan Trust Agreement.

6.6 Creation and Maintenance of Trust Accounts.

On and after the Plan Trust Establishment Date, appropriate trust accounts will be established and maintained in one or more federally insured domestic banks in the name of the Plan Trust. Cash deposited in the trust accounts will be invested, held and used solely as provided in the Plan Trust Agreement. The trust accounts will be funded, as applicable, by Cash proceeds obtained through the disposition of Plan Trust Assets or the proceeds of the Plan Trust or Class B Litigation Trust Interests. Upon obtaining an order of the Bankruptcy Court authorizing final distribution or closure of the Chapter 11 Cases, any funds remaining in the trust accounts shall be distributed in accordance with this Plan and the Plan Trust Agreement, and the trust accounts may be closed.

6.7 Limitation of Liability.

Neither the Plan Trustee, nor its firms, companies, affiliates, partners, officers, directors, members, employees, designees, professionals, advisors, attorneys, representatives, disbursing agents or agents, and any of such Person's successors and assigns, shall incur any liability by reason of any error of law or fact or of any matter or thing done or suffered or omitted to be done under or in connection with the Plan or Plan Trust Agreement, other than for specific actions or omissions resulting from its willful misconduct, gross negligence or fraud found by a Final Order of a court of competent jurisdiction to be the direct and primary cause of loss, liability, damage or expense suffered by the Plan Trust. The Plan Trustee shall enjoy all of the rights, powers, immunities and privileges applicable to a chapter 7 trustee or any other analogous trustee. The Plan Trustee may, in connection with the performance of its functions, in the Plan Trustee's

sole and absolute discretion, consult with his, her or its attorneys, accountants, advisors and agents, and shall not be liable for any act taken, or omitted to be taken, or suggested to be done in accordance with advice or opinions rendered by such persons, regardless of whether such advice or opinions are in writing. Notwithstanding such authority, the Plan Trustee shall be under no obligation to consult with any such attorneys, accountants, advisors or agents, and any determination not to do so shall not result in the imposition of liability on the Plan Trustee or its members unless such determination is based on willful misconduct, gross negligence or fraud. Persons dealing with the Plan Trustee shall look only to the Plan Trust Assets to satisfy any liability incurred by the Plan Trustee to such person in carrying out the terms of the Plan or the Plan Trust Agreement, and the Plan Trustee shall have no personal obligation to satisfy such liability.

6.8 Indemnification.

In addition to the indemnification provided by the Litigation Trust pursuant to Section 7.7 of this Plan and the Transition Services Agreement, the Plan Trust shall indemnify the Plan Trustee for, and shall hold them harmless against, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost or expense (including the reasonable fees and expenses of their respective professionals) incurred without fraud, gross negligence or willful misconduct on the part of the Plan Trustee (which fraud, gross negligence or willful misconduct, if any, must be determined by a Final Order of a court of competent jurisdiction) for any action taken, suffered or omitted to be taken by the Plan Trustee in connection with the acceptance, administration, exercise, and performance of their duties under the Plan or the Plan Trust Agreement, as applicable. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute fraud, gross negligence or willful misconduct. In addition to the indemnification provided by the Litigation Trust pursuant to Section 7.7 of this Plan and the Transition Services Agreement, the Plan Trust shall, to the fullest extent permitted by law, indemnify and hold harmless the Plan Trustee, from and against and with respect to any and all liabilities, losses, damages, claims, costs and expenses, including attorneys' fees, arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the Plan Trust or the implementation or administration of the Plan if the Plan Trustee acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interest of the Plan Trust. To the extent the Plan Trust indemnifies and holds the Plan Trustee harmless as provided above, the reasonable legal fees and related costs incurred by counsel to the Plan Trustee in monitoring or participating in the defense of such claims giving rise to the right of indemnification shall be paid as expenses of the Plan Trust. The costs and expenses incurred in enforcing the right of indemnification in this Section 6.8 shall be paid by the Plan Trust. This provision shall survive the termination of the Plan Trust Agreement and the death, dissolution, liquidation, resignation, replacement or removal of the Plan Trustee.

6.9 Insurance.

The Plan Trustee shall be authorized, but not required, to obtain any reasonably necessary insurance coverage, at the Plan Trust's sole expense, for itself and its respective agents, including coverage with respect to the liabilities, duties, and obligations of the Plan Trustee, which insurance coverage may, at the sole option of the Plan Trustee, be extended for a reasonable period after the termination of the Plan Trust Agreement.

6.10 Dissolution of the Plan Trust.

In no event shall the Plan Trust be dissolved later than five (5) years from the Plan Trust Establishment Date unless the Bankruptcy Court, upon motion made within the six (6) month period before such fifth anniversary (and, in the event of further extension, by order of the Bankruptcy Court, upon motion made within the six (6) month period before the end of the preceding extension), determines that a fixed period extension (not to exceed three years, together with any prior extensions, without a favorable private letter ruling from the IRS or an opinion of counsel satisfactory to the Plan Trustee that any further extension would not adversely affect the status of the trust as a liquidating trust for U.S. federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Plan Trust Assets.

6.11 Records.

The Plan Trustee shall be provided with originals or copies of or access to all documents and business records of the Debtors necessary for the disposition of Plan Trust Assets and objections to Disputed Claims. Following the Plan Trust Establishment Date, the Plan Trustee is authorized, pursuant to section 554(a) of the Bankruptcy Code, without further application to the Bankruptcy Court or notice to any party, to abandon or otherwise destroy documents and records (whether in electronic or paper format), other than any medical records, that the Plan Trustee determines, in its reasonable business judgment, are no longer necessary to the administration of either the Chapter 11 Cases or the Plan, notwithstanding any federal, state, or local law or requirement requiring the retention of the applicable documents or records; *provided* that, prior to abandoning or destroying any records, the Plan Trustee shall notify the Litigation Trustee of its intent to abandon or destroy such records, which notice shall be provided at least five (5) Business Days prior to such intended abandonment or destruction, and offer to transfer such records to the Litigation Trustee, and if the Litigation Trustee elects to retain or receive such records, the Litigation Trustee shall do so at the Litigation Trustee's sole cost and expense (paid in advance), including the cost of any required continued storage until the transfer can be effectuated.

6.12 Section 1145 Exemption; Non-Transferability of Plan Trust Interests.

Any Plan Trust Interests will not, and is not intended to, constitute "securities" and, accordingly, will not be registered pursuant to the Securities Act or any applicable state or local securities law. However, if it should be determined that any such Plan Trust Interests constitute "securities," the offer and sale of such Plan Trust Interests to the Plan Trust Beneficiaries will be exempt to the extent provided in section 1145 of the Bankruptcy Code from registration, without further action by any person, under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations requiring registration for the offer. Any such Plan Trust Interests (and the underlying Claim giving rise thereto) shall not: (i) be voluntarily or involuntarily, directly or indirectly, assigned, conveyed, hypothecated, pledged, or otherwise transferred or traded, except by will, intestate succession or as may otherwise be required by operation of law; (ii) be evidenced by a certificate or other instrument; and (iii) possess any voting rights with respect to the Plan Trust or otherwise.

6.13 **Plan Trust Tax and Other Matters.**

(a) **Tax Treatment.** The Plan Trust is intended to be treated for U.S. federal income tax purposes as a “liquidating trust” described in Treasury Regulation section 301.7701-4(d) that is a “grantor trust” for U.S. federal income tax purposes (except to the extent any assets allocable to, or held on account of, Disputed Claims are treated as a “disputed ownership fund” within the meaning of Treasury Regulations section 1.468B-1 *et seq.* or other separate taxable entity). Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt of an adverse determination by the IRS upon audit if not contested by the Plan Trustee), all parties (including, without limitation, the Debtors, the Plan Trustee, and the Plan Trust Beneficiaries) shall treat for U.S. federal income tax purposes the transfer of Assets by the Debtors to the Plan Trust (including the Class B Litigation Trust Interests) as (i) the transfer of such Assets and, by reason of the transfer of the Class B Litigation Trust Interests, a respective portion of the underlying Assets of the Litigation Trust (in each case, subject to any liabilities and obligations relating to those Assets) by the Debtors directly to the holders of Allowed Claims entitled to receive Plan Trust Interests in satisfaction of their Claims, other than to the extent any Assets allocable to, or held on account of, Disputed Claims are treated as a “disputed ownership fund” or other separate taxable entity, followed by (ii) the transfer of such assets (subject to such liabilities and obligations) by such holders to the Plan Trust in exchange for the beneficial interests in the Plan Trust. Accordingly, absent definitive guidance to the contrary, the Plan Trust Beneficiaries shall be treated for U.S. federal income tax purposes as the grantors and owners of their respect share of Plan Trust Assets and, by reason of the Plan Trust’s beneficial interest in the Litigation Trust, of Litigation Trust Assets (in each case, other than to the extent any such Assets allocable to, or held on account of, Disputed Claims are treated as a disputed ownership fund or other separate taxable entity).

(b) **Liquidation Purpose of the Plan Trust; No Successor in Interest.** The Plan Trust shall be established for the primary purpose of liquidating and distributing the Assets transferred to it, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Plan Trust. Accordingly, the Plan Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash the Plan Trust Assets, make timely distributions to the Plan Trust Beneficiaries, as applicable, and not unduly prolong their duration. The Plan Trustee shall distribute at least annually to the Plan Trust Beneficiaries any Available Cash. The Plan Trust shall not be deemed a successor-in-interest of the Debtors for any purpose other than as specifically set forth in this Plan or the Plan Trust Agreement. The record holders of beneficial interests shall be recorded and set forth in a register maintained by the Plan Trustee expressly for such purpose. Notwithstanding anything in the Plan or Plan Trust Agreement to the contrary, the Plan Trustee shall always act consistently with, and not contrary to, the purpose of the Plan Trust as set forth in the Plan.

(c) **Cash Investments.** The right and power of the Plan Trustee to invest the Plan Trust Assets, the proceeds thereof, or any income earned by the Plan Trust, shall be limited to the right and power that a liquidating trust, within the meaning of section 301.7701-4(d) of the Treasury Regulations, is permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, including Revenue Procedure 94-45, whether set forth in IRS rulings or other IRS pronouncements, and to the investment guidelines of section 345 of the

Bankruptcy Code. The Plan Trustee may expend the Cash of the Plan Trust (i) as reasonably necessary to meet contingent liabilities and to maintain the value of the Assets of the Plan Trust during liquidation, (ii) to pay the reasonable administrative expenses (including, but not limited to, any taxes imposed on the Plan Trust) and (iii) to satisfy other respective liabilities incurred by the Plan Trust in accordance with this Plan and the Plan Trust Agreement (including, without limitation, the payment of any taxes).

(d) Tax Reporting and Tax Payments.

- (i) The Plan Trustee shall file tax returns for the Plan Trust treating the Plan Trust as a grantor trust pursuant to Treas. Reg. § 1.671-4(a) and in accordance with this Section 6.13(d). The Plan Trustee also shall annually send to each holder of a Plan Trust Interest, a separate statement regarding the receipts and expenditures of the Plan Trust as relevant for U.S. federal income tax purposes and shall instruct all such holders to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such holders' underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns.
- (ii) As soon as practicable after the Plan Trust Establishment Date, the Plan Trustee shall make a good faith determination of the fair market value of the Plan Trust Assets as of the Plan Trust Establishment Date. The Plan Trustee shall inform all parties of such valuation as relevant from time to time. This valuation shall be used consistently by all parties for all U.S. federal income tax purposes.
- (iii) Allocations of Plan Trust taxable income among Plan Trust Beneficiaries (other than taxable income allocable to any assets treated as held by a disputed ownership fund or other separate taxable entity with respect to Disputed Claims) shall be determined by reference to the manner in which an amount of Cash representing such taxable income would be distributed (were such Cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Plan Trust had distributed all its assets (valued at their tax book value, other than assets treated as held by a disputed ownership fund or other separate taxable entity with respect to Disputed Claims) to the holders of Plan Trust Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Plan Trust. Similarly, taxable loss of the Plan Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Plan Trust Assets. The tax book value of Plan Trust Assets for purpose of this paragraph shall equal their fair market value on the date Plan Trust Assets are transferred to the Plan Trust, adjusted in accordance

with tax accounting principles prescribed by the United States Revenue Code of 1986, as amended from time to time, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.

- (iv) The Plan Trust shall be responsible for payment, out of Plan Trust Assets, of any taxes imposed on the Plan Trust or the Plan Trust Assets. More particularly, any taxes imposed on any Disputed Claim Reserve or its assets will be paid out of the assets of the Disputed Claim Reserve (including any Plan Trust Assets allocable to, or held on account of, Disputed Claims), and netted against any subsequent distributions in respect of the allowance or disallowance of such Claims. In the event, and to the extent, any Cash in any Disputed Claim Reserve is insufficient to pay the portion of any taxes attributable to taxable income arising from assets of the Disputed Claim Reserve (including any income that may arise upon an actual or constructive distribution of the assets of the reserve in respect of the resolution of Disputed Claims), assets of the Disputed Claim Reserve (including those otherwise distributable) may be sold to pay such taxes.
- (v) The Plan Trustee may request an expedited determination of taxes of the Plan Trust (including, to the extent any assets allocable to, or held on account of, Disputed Claims are treated as a disputed ownership fund or other separate taxable entity in relation to the Plan Trust, taxes of such fund or other separate taxable entity) and the Debtors, under section 505(b) of the Bankruptcy Code, for all tax returns filed for, or on behalf of, the Plan Trust (or any such disputed ownership fund or other separate taxable entity) or the Debtors for all taxable periods through the dissolution of the Plan Trust.
- (vi) Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt by the Plan Trustee of a private letter ruling if the Plan Trustee so requests one, or the receipt of an adverse determination by the IRS upon audit if not contested by such Plan Trustee), the Plan Trustee may elect to treat any Plan Trust Assets allocable to, or held on account of, any Disputed Claims as a “disputed ownership fund” governed by Treas. Reg. § 1.468B-9 or other separate taxable entity, and shall report consistently therewith for state and local income tax purposes. If a “disputed ownership fund” election is made (or all or any portion of the Plan Trust Assets allocable to, or held on account of, Disputed Claims is otherwise treated as a separate taxable entity), all parties (including the Plan Trustee and Plan Trust Beneficiaries) shall report for U.S. federal, state and local income taxes consistently with the foregoing.

- (vii) The Plan Trustee, the Litigation Trustee and the Debtors shall each cooperate with the other in connection with the preparation and filing of any tax returns, the provision of any required tax forms, and any other matter with respect to taxes, and shall make available to the other, as reasonably requested, any information or records relevant to the preparation or filing of any tax returns or forms or the defense of any audit or other tax proceeding.
- (viii) The treatment provided in this Section 6.13, to the extent permitted by applicable law, shall also apply for state and local tax purposes and all parties shall report consistent therewith.

ARTICLE VII. LITIGATION TRUST

7.1 Establishment of the Litigation Trust.

To the extent not previously established pursuant to the FILO Settlement Order, the Confirmation Order shall provide that no later than one (1) Business Days following the Confirmation Date, the Litigation Trust shall be established in accordance with the FILO Settlement Order and the Litigation Trust Agreement for the purpose of being vested with and liquidating the Litigation Trust Assets and making distributions to the Litigation Trust Beneficiaries in accordance with the terms of the Litigation Trust Agreement. Following the Litigation Trust Establishment Date, the Litigation Trustee shall distribute the Litigation Trust Interests to the Litigation Trust Beneficiaries. In each case, subject in all respects to the FILO Settlement Order and the Litigation Trust Agreement, the Litigation Trust and the Litigation Trustee shall be empowered, without the need for Bankruptcy Court approval, to:

- (i) perform all actions and execute all agreements, instruments and other documents necessary to effectuate the purpose of the Litigation Trust;
- (ii) establish, maintain, and administer trust accounts;
- (iii) accept, preserve, receive, collect, manage, invest, sell, liquidate, transfer, abandon, supervise, prosecute, settle, and protect, as applicable, the Litigation Trust Assets in accordance with the Litigation Trust Agreement;
- (iv) make distributions to holders of Litigation Trust Interests in accordance with the Litigation Trust Agreement;
- (v) administer the Litigation Trust's tax obligations, including filing tax returns and other reports (including any amended returns or claims for refund), paying tax obligations and representing the interest and account of the Litigation Trust before any taxing authority in all matters, including, without limitation, any action, suit, proceeding, audit or examination;

(vi) retain, compensate and employ professionals to represent the Litigation Trust;

(vii) direct and control the pursuit, settlement, liquidation, sale, or abandonment of the Litigation Trust Assets in accordance with the Litigation Trust Agreement and applicable law and as necessary to maximize distributions to Litigation Trust Beneficiaries;

(viii) exercise such other powers as may be vested in the Litigation Trust under the Litigation Trust Agreement, or as are deemed by the Litigation Trustee to be necessary and proper to implement the provisions of the Litigation Trust Agreement and effectuate the purpose of the Litigation Trust;

(ix) conduct investigations of the Litigation Trust Causes of Action pursuant to Bankruptcy Rule 2004;

(x) pursue, prosecute, settle, abandon, or otherwise resolve the Litigation Trust Assets (including any Litigation Trust Causes of Action transferred to the Litigation Trust and including through the commencement, participation, defense, or continuation of legal proceedings, including judicial, arbitration or administrative proceedings, in any domestic or foreign jurisdiction) in accordance with the Litigation Trust Agreement during or after the pendency of these Chapter 11 Cases;

(xi) protect and enforce the rights of the Litigation Trust in and to the Litigation Trust Assets by utilizing any foreign judicial proceedings and any applicable foreign bankruptcy, insolvency, moratorium, or similar law; and

(xii) dissolve the Litigation Trust in accordance with the terms of the Litigation Trust Agreement.

Notwithstanding anything to the contrary in this Section 7.1, the Litigation Trust's primary purpose is liquidating the Litigation Trust Assets, with no objective to continue or engage in the conduct of a trade or business except to the extent reasonably necessary to, and consistent with, the Litigation Trust's liquidating purpose and reasonably necessary to conserve and protect the Litigation Trust Assets and provide for the orderly liquidation thereof.

For the avoidance of doubt, any Claim or Cause of Action that is settled or released prior to the Litigation Trust Establishment Date, subject to the consent rights of the FILO Parties, shall not be deemed a Litigation Trust Cause of Action, and until the Litigation Trust Establishment Date, the Estate Representative shall retain the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Claim or Cause of Action, subject to the consent rights of the FILO Parties, the Bankruptcy Code, and applicable orders of the Bankruptcy Court. Nothing in this Plan or in the Confirmation Order shall impair the ability or authority of the Estate Representative to settle any such Claim or Cause of Action, subject to the consent rights of the

FILO Parties, prior to the Litigation Trust Establishment Date.

7.2 **Funding of and Transfer of Assets into the Litigation Trust.**

(a) Upon the Litigation Trust Establishment Date, the Debtors shall transfer the Litigation Trust Assets to the Litigation Trust, and all such assets shall vest in the Litigation Trust (free and clear of all Liens, Claims, encumbrances and Interests (legal, beneficial or otherwise) to the fullest extent permitted by law) on such date, to be administered by the Litigation Trustee, in accordance with the Litigation Trust Agreement. The Litigation Trustee shall have the authority to create additional sub-accounts in trust accounts and sub-trusts within the Litigation Trust, which may have a separate legal existence, but which shall be considered sub-accounts or sub-trusts of the Litigation Trust. The act of transferring the Litigation Trust Assets, as authorized by the Confirmation Order, this Plan and the FILO Settlement Order, shall not be construed to destroy or limit any such assets or rights or be construed as a waiver of any right, and such rights (specifically including any extensions available to a trustee or debtor-in-possession under 11 U.S.C. § 108) may be asserted by the Litigation Trust, in any judicial, arbitration, or administrative proceeding, during or after the pendency of these Chapter 11 Cases, as if the asset or right asserted in such judicial, arbitration, or administrative proceeding were an action or other asset still held by the applicable Debtor or Debtor-in-possession. Upon the transfer of the Litigation Trust Assets to the Litigation Trust, the Estates or their successors shall have no interest in or with respect to the Litigation Trust Assets or the Litigation Trust other than the Class B Litigation Trust Interests. Upon delivery of the Litigation Trust Assets to the Litigation Trust, the Debtors and their predecessors, successors and assigns, shall be released from all liability with respect to the delivery thereof and shall have no reversionary or further interest in or with respect to the Litigation Trust Assets or the Litigation Trust (other than the Class B Litigation Trust Interests). Notwithstanding the foregoing, for purposes of section 553 of the Bankruptcy Code, the transfer of the Litigation Trust Assets to the Litigation Trust shall not affect the mutuality of obligations that otherwise may have existed prior to the effectuation of such transfer. Such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other similar tax, pursuant to section 1146(a) of the Bankruptcy Code. The Litigation Trustee shall agree to accept and hold the Litigation Trust Assets in the Litigation Trust for the benefit of the Litigation Trust Beneficiaries, subject to the terms of the Litigation Trust Agreement.

(b) All attorney-client privileges, work product protections, joint client privilege, mediation privilege, common interest or joint defense privilege or protection and all other privileges, immunities or protections from disclosure (the “**Privileges**”) held by any of (1) any one or more of the Debtors or (2) any pre-petition or post-petition committee or subcommittee of the board of directors or equivalent governing body of any of the Debtors and their predecessors (together the “**Privilege Transfer Parties**”) related in any way to the Litigation Trust Assets or the analysis or prosecution of any Litigation Trust Assets (the “**Transferred Privileged Information**”) shall be transferred and assigned to, and vested in, the Litigation Trust and its authorized representatives. The Transferred Privileged Information shall include documents and information of all manner, whether oral, written or digital, and whether or not previously disclosed or discussed. For the avoidance of doubt, the Privileges shall include any right or obligation to preserve or enforce or waive a privilege that arises from any joint defense, common interest or similar agreement involving any of the Privilege Transfer Parties.

(c) The foregoing transfer and assignment shall vest the Privileges concerning the Transferred Privileged Information in the Litigation Trust, consistent with sections 1123(a)(5)(B) and 1123(b)(3)(B) of the Bankruptcy Code, for the benefit of the Litigation Trust and the Litigation Trust Beneficiaries; *provided*, however, that to the extent that any such Privileges or Transferred Privileged Information relates to both the Litigation Trust Assets on one hand and any matter in which the Debtors (or the Plan Trust) have an interest on the other, such Privileges and Transferred Privileged Information shall vest jointly in the Debtors (or, following the Plan Trust Establishment Date, the Plan Trust) (or their designee) and the Litigation Trust. As relates to any Privileges or Transferred Privileged Information held jointly with the Debtors (or, following the Plan Trust Establishment Date, the Plan Trust) (or their designee), (i) with respect to litigations or proceedings concerning matters in which the Debtors (or the Plan Trust) has an interest as a potential defendant, the Debtors shall maintain the Privileges and keep the Transferred Privileged Information confidential, and may only waive any Privileges and/or disclose in any such litigation or proceeding any or all of the Transferred Privileged Information upon receiving prior written consent from the Litigation Trust, and (ii) with respect to litigations or proceedings concerning the Litigation Trust Assets where the Debtors (or the Plan Trust) has an interest as a potential defendant, the Litigation Trust shall maintain the Privileges and keep the Transferred Privileged Information confidential, and may only waive any Privileges and/or disclose in any such litigation or proceeding any or all of the Transferred Privileged Information upon receiving prior written consent from the Estate Representative. The Litigation Trust and Debtors have agreed that they do not intend to provide a general waiver of all Privileges and that each such party will take commercially reasonable steps to avoid a general waiver of the Privileges.

(d) Pursuant to, *inter alia*, Federal Rule of Evidence 502(d), no Privileges shall be waived by the transfer and assignment of the Privileges or the production of any Transferred Privileged Information to the Litigation Trust or any of its respective employees, professionals or representatives, or by disclosure of such Transferred Privileged Information between the Privilege Transfer Parties, on the one hand, and the Litigation Trust, on the other hand, or any of their respective employees, professionals or representatives.

(e) If a Privilege Transfer Party, the Litigation Trust, any of their respective employees, professionals or representatives or any other person inadvertently produces or discloses Transferred Privileged Information to any third party, such production shall not be deemed to destroy any of the Privileges, or be deemed a waiver of any confidentiality protections afforded to such Transferred Privileged Information. In such circumstances, the disclosing party shall promptly upon discovery of the production notify the Litigation Trust of the production and shall demand of all recipients of the inadvertently disclosed Transferred Privileged Information that they return or confirm the destruction of such materials.

7.3 Litigation Trustee.

(a) **Appointment of Litigation Trustee.** Upon the Litigation Trust Establishment Date, the Litigation Trustee, to the extent not previously appointed pursuant to the FILO Settlement Order, shall be appointed. The Litigation Trust shall be administered by the Litigation Trustee pursuant to the Litigation Trust Agreement. The powers, rights and responsibilities of the Litigation Trustee shall be as specified in the Litigation Trust Agreement and shall include the authority and responsibility to fulfill the items identified in this Section 7.3

of the Plan. Other rights and duties of the Litigation Trustee and the Litigation Trust Beneficiaries shall be as set forth in the Litigation Trust Agreement.

(b) Functions of the Litigation Trustee. On and after the Litigation Trust Establishment Date, the Litigation Trustee shall carry out the functions set forth in this Section 7.3 and may take such actions without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code and the Bankruptcy Rules, other than any restrictions expressly imposed by the FILO Settlement Order or the Litigation Trust Agreement. Such functions shall include any and all powers and authority to:

(i) take any actions necessary to (A) resolve all matters related to the Litigation Trust Assets and (B) vest such assets in the Litigation Trust;

(ii) open and maintain bank accounts on behalf of or in the name of the Litigation Trust;

(iii) maintain the books and records and accounts of the Litigation Trust and obtain any necessary insurance;

(iv) administer the Litigation Trust's tax obligations, including filing tax returns and other reports (including any amended returns or claims for refund), paying tax obligations and representing the interest and account of the Litigation Trust before any taxing authority in all matters, including, without limitation, any action, suit, proceeding, audit or examination;

(v) fund the Estate Funding;

(vi) make distributions of the Litigation Trust Assets and any proceeds thereof, in excess of any amounts necessary to pay the Litigation Trust Expenses, to the Litigation Trust Beneficiaries in accordance with the Litigation Trust Agreement;

(vii) invest Cash, as available, and any income earned thereon;

(viii) retain, compensate and employ professionals to represent the Litigation Trust or the Litigation Trustee, as applicable; and

(ix) take any other actions not inconsistent with the provisions hereof, the FILO Settlement Order, and the Litigation Trust Agreement that the Litigation Trustee deems reasonably necessary or desirable in connection with the foregoing functions.

7.4 Litigation Trust Agreement.

Prior to the Litigation Trust Establishment Date, the Debtors shall execute and deliver the Litigation Trust Agreement. The Litigation Trust Agreement may include reasonable

and customary indemnification provisions for the benefit of the Litigation Trustee. Any such indemnification shall be the sole responsibility of the Litigation Trust and payable solely from the Litigation Trust Assets.

7.5 Class B Representative.

The Litigation Trust shall be administered by the Litigation Trustee pursuant to the Litigation Trust Agreement and the Plan. On the Litigation Trust Establishment Date, the Plan Administrator Committee shall be appointed as the Class B Representative to help oversee the activities of the Litigation Trust in accordance with the Litigation Trust Agreement. Upon the Plan Trust Establishment Date, the Plan Trustee shall succeed the Plan Administrator Committee as the Class B Representative. Following the Litigation Trust Establishment Date, the Class B Representative shall be responsible for, among other things, (i) exercising its rights under the Litigation Trust Agreement, and (ii) appearing before and being heard by the Bankruptcy Court and other courts of competent jurisdiction in connection with the above duties.

7.6 Fees and Expenses of the Litigation Trust.

(a) From and after the Litigation Trust Establishment Date, Litigation Trust Expenses shall be paid from the Litigation Trust Assets in the ordinary course of business, in accordance with the Litigation Trust Agreement. Without any further notice to any party or action, order or approval of the Bankruptcy Court, the Litigation Trustee, on behalf of the Litigation Trust, may employ and pay, in the ordinary course of business, the reasonable fees of any professional (including Professionals previously employed by the Debtors or another party-in-interest) for services rendered or expenses incurred on and after the Litigation Trust Establishment Date that, in the discretion of the Litigation Trustee, are necessary to assist the Litigation Trustee in the performance of the Litigation Trustee's duties under the Litigation Trust Agreement, subject to any limitations and procedures established by the Litigation Trust Agreement.

(b) The Litigation Trustee may retain professionals or consultants (including attorneys, accountants, appraisers, financial advisors, expert witnesses or other parties determined by the Litigation Trustee to have qualifications necessary or desirable to assist in the investigation, prosecution and/or settlement of the Litigation Trust Causes of Action).

7.7 Indemnification.

The Litigation Trust shall indemnify the Plan Trustee and its Representatives for, and shall hold them harmless against, any loss, liability, damage, judgment, fine, penalty, claim, demand, settlement, cost or expense (including the reasonable fees and expenses of their respective professionals) incurred, in each case, without fraud, gross negligence, breach of fiduciary duties, or willful misconduct on the part of the Plan Trustee or its Representatives, as applicable (which fraud, gross negligence or willful misconduct, if any, must be determined by a Final Order of a court of competent jurisdiction) for any action taken, suffered or omitted to be taken by the Plan Trustee or its Representatives at the request of the Litigation Trustee in connection with the rendering of services to the Litigation Trust or the Litigation Trustee, including under the Transition Services Agreement. An act or omission taken with the approval of the Bankruptcy Court, and not inconsistent therewith, will be conclusively deemed not to constitute fraud, gross

negligence or willful misconduct. To the extent the Litigation Trust indemnifies and holds the Plan Trustee harmless as provided above, the reasonable legal fees and related costs incurred by counsel to the Plan Trustee in monitoring or participating in the defense of such claims giving rise to the right of indemnification shall be paid as Litigation Trust Expenses. The costs and expenses incurred in enforcing the right of indemnification in this Section 7.7 shall be paid by the Litigation Trust. This provision shall survive the termination of the Litigation Trust Agreement and the death, dissolution, liquidation, resignation, replacement or removal of the Plan Trustee.

7.8 Dissolution of the Litigation Trust.

In no event shall the Litigation Trust be dissolved later than five (5) years from the Litigation Trust Establishment Date unless the Bankruptcy Court, upon motion made within the six (6) month period before such fifth anniversary (and, in the event of further extension, by order of the Bankruptcy Court, upon motion made within the six (6) month period before the end of the preceding extension), determines that a fixed period extension (not to exceed three years, together with any prior extensions, without a favorable private letter ruling from the IRS or an opinion of counsel satisfactory to the Litigation Trustee that any further extension would not adversely affect the status of the trust as a liquidating trust for U.S. federal income tax purposes) is necessary to facilitate or complete the recovery on, and liquidation of, the Litigation Trust Assets.

7.9 Records.

The Litigation Trustee shall be provided with originals or copies of or access to all documents, business records, and other information of the Debtors necessary, as reasonably determined by the Litigation Trustee, for the disposition of Litigation Trust Assets, subject to the payment of any required fees, costs, or expenses under the Transition Services Agreement.

7.10 Transferability of Litigation Trust Interests.

The Litigation Trust Interests shall be transferable solely to the extent provided for, and subject to the conditions set forth, in the Litigation Trust Agreement.

7.11 Litigation Trust Tax and Other Matters.

(a) Tax Treatment. The Litigation Trust is intended to be treated for U.S. federal income tax purposes as a “liquidating trust” described in Treasury Regulation section 301.7701-4(d) that is a “grantor trust” for U.S. federal income tax purposes, with the holders of Allowed FILO DIP Claims and Allowed FILO Bridge Claims, in respect of their Class A-1 Litigation Trust Interests and Class A-2 Litigation Trust Interests, and the respective FILO Parties providing litigation funding, in respect of their Class A-1 Litigation Trust Interests, being treated as grantors. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary (including the receipt of an adverse determination by the IRS upon audit if not contested by the Litigation Trustee), all parties (including, without limitation, the Debtors, the Litigation Trustee, and the Litigation Trust Beneficiaries) shall treat for U.S. federal income tax purposes the transfer of Assets by the Debtors to the Litigation Trust as follows:

- (i) If the transfers of Assets to the Litigation Trust and Plan Trust (and distribution of Litigation Trust Interests and Plan Trust Interests)

occur concurrently, as (A) the transfer of Assets directly to the holders of Allowed Claims entitled to receive Litigation Trust Interests, to the FILO Parties that provided the Estate Funding and, by reason of the Class B Litigation Trust Interests transferred to the Plan Trust, to holders of Allowed Claims entitled to receive Plan Trust Interests (subject to any liabilities and obligations relating to the Litigation Trust Assets), in satisfaction of, and in exchange for, their Claims and Estate Funding, other than to the extent any Assets allocable to, or held on account of, Disputed Claims are treated as a “disputed ownership fund” or other separate taxable entity in respect of the Plan Trust, followed by (B) the transfer of such Assets (subject to such liabilities and obligations) by such persons to the Litigation Trust (in the case of the holders of Plan Trust Interests, first as a transfer of such assets to the Plan Trust and then from the Plan Trust to the Litigation Trust) in exchange for their Litigation Trust Interests.

- (ii) If the transfer of Assets to the Litigation Trust occurs prior to (and not concurrently with) the transfer of Assets to and distribution of beneficial interests in the Plan Trust, as (A) the transfer of the portion of the Litigation Trust Assets to which the Class A Litigation Trust Interests relate (in the case of the Class A-1 Litigation Trust Interests, to the extent of the Secured Interim Advances and the Estate Funding) directly to the holders of Allowed FILO DIP Claims, the holders of Allowed Remaining FILO Bridge Claims and the FILO Parties that provided the Estate Funding (subject to any liabilities and obligations relating to those Assets) in satisfaction of, and in exchange for, their Claims and Estate Funding, followed by (B) the transfer of such Assets by such persons, and of the remaining Litigation Trust Assets by the Debtors, to the Litigation Trust in exchange for their Litigation Trust Interests. In such event, the subsequent transfer of the Class B Litigation Trust Interests by the Debtors to the Plan Trust shall be treated as a direct transfer of the applicable portion of the assets of the Litigation Trust underlying such Class B Litigation Trust Interests to the Plan Trust Beneficiaries, followed by the transfer of such Assets by the Plan Trust Beneficiaries to the Plan Trust, as further described in Section 6.13(a) above.

Accordingly, absent definitive guidance to the contrary, (A) prior to the establishment of the Plan Trust, the holders of the Class A-1 Litigation Trust Interests and Class A-2 Litigation Trust Interests and the Debtors, as the holders of the Class B Litigation Trust Interests, shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Litigation Trust Assets, and (B) after the establishment of the Plan Trust, (1) the holders of the Class A-1 Litigation Trust Interests and Class A-2 Litigation Trust Interests shall be treated for U.S. federal income tax purposes as the grantors and owners of their respective share of the Litigation Trust Assets, and (2) the holders of the Plan Trust Interests shall be treated

for U.S. federal income tax purposes as the grantors and owners of their respective share of the Plan Trust Assets and, by reason of the Plan Trust's beneficial interest in the Litigation Trust, of the Litigation Trust Assets, in each case, other than to the extent any Assets of the Plan Trust allocable to, or held on account of, Disputed Claims are treated as a disputed ownership fund or other separate taxable entity.

(b) Liquidation Purpose of the Litigation Trust; No Successor in Interest.

The Litigation Trust shall be established for the primary purpose of liquidating and distributing the Assets transferred to it, in accordance with Treasury Regulation section 301.7701-4(d), with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Litigation Trust. Accordingly, the Litigation Trustees shall, in an expeditious but orderly manner, liquidate and convert to Cash the Litigation Trust Assets, make timely distributions to the Litigation Trust Beneficiaries, as applicable, and not unduly prolong their duration. The Litigation Trustee shall distribute at least annually to the Litigation Trust Beneficiaries any Available Cash. The Litigation Trust shall not be deemed a successor-in-interest of the Debtors for any purpose other than as specifically set forth in the Litigation Trust Agreement. The record holders of beneficial interests shall be recorded and set forth in a register maintained by the Litigation Trustee expressly for such purpose. Notwithstanding anything in the Plan or the Litigation Trust Agreement to the contrary, the Litigation Trustee shall always act consistently with, and not contrary to, the purpose of the Litigation Trust as set forth in the Plan.

(c) Cash Investments. The right and power of the Litigation Trustee to invest the Litigation Trust Assets, the proceeds thereof, or any income earned by the Litigation Trust, shall be limited to the right and power that a liquidating trust, within the meaning of section 301.7701-4(d) of the Treasury Regulations, is permitted to hold, pursuant to the Treasury Regulations, or any modification in the IRS guidelines, including Revenue Procedure 94-45, whether set forth in IRS rulings or other IRS pronouncements, and to the investment guidelines of section 345 of the Bankruptcy Code. The Litigation Trustee may expend the Cash of the Litigation Trust (i) as reasonably necessary to meet contingent liabilities and to maintain the value of the Assets of the Litigation Trust during liquidation, (ii) to pay the reasonable administrative expenses (including, but not limited to, any taxes imposed on the Litigation Trust) and (iii) to satisfy other respective liabilities incurred by the Litigation Trust in accordance with the Plan and the Litigation Trust Agreement (including, without limitation, the payment of any taxes).

(d) Tax Reporting and Tax Payments.

- (i) The Litigation Trustee shall file tax returns for the Litigation Trust treating the Litigation Trust as a grantor trust pursuant to Treas. Reg. § 1.671-4(a) and in accordance with this Section 7.11(d). The Litigation Trustee also shall annually send to each holder of a Litigation Trust Interest, a separate statement regarding the receipts and expenditures of the Litigation Trust as relevant for U.S. federal income tax purposes and shall instruct all such holders to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such holders' underlying

beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns.

- (ii) As soon as practicable after the Litigation Trust Establishment Date, the Estate Representative, in consultation with the Litigation Trustee, shall make a good faith determination of the fair market value of the Litigation Trust Assets, as of Litigation Trust Establishment Date. The Estate Representative shall inform all parties of such valuation as relevant from time to time. This valuation shall be used consistently by all parties for all U.S. federal income tax purposes.
- (iii) Allocations of Litigation Trust taxable income among Litigation Trust Beneficiaries (including holders of Plan Trust Interests, as grantors and deemed owners of their respective portion of the underlying Litigation Trust Assets) shall be determined by reference to the manner in which an amount of Cash representing such taxable income would be distributed (were such Cash permitted to be distributed at such time) if, immediately prior to such deemed distribution, the Litigation Trust had distributed all its assets (valued at their tax book value) to the holders of Litigation Trust Interests, adjusted for prior taxable income and loss and taking into account all prior and concurrent distributions from the Litigation Trust. Similarly, taxable loss of the Litigation Trust shall be allocated by reference to the manner in which an economic loss would be borne immediately after a hypothetical liquidating distribution of the remaining Litigation Trust Assets. The tax book value of Litigation Trust Assets for purpose of this paragraph shall equal their fair market value on the date Litigation Trust Assets are transferred to the Litigation Trust, adjusted in accordance with tax accounting principles prescribed by the United States Revenue Code of 1986, as amended from time to time, the applicable Treasury Regulations, and other applicable administrative and judicial authorities and pronouncements.
- (iv) The Litigation Trust shall be responsible for payment, out of Litigation Trust Assets, of any taxes imposed on the Litigation Trust or the Litigation Trust Assets.
- (v) The Litigation Trustee may request an expedited determination of taxes of the Litigation Trust, under section 505(b) of the Bankruptcy Code, for all tax returns filed for, or on behalf of, the Litigation Trust for all taxable periods through the dissolution of the Litigation Trust.
- (vi) The Litigation Trustee, the Plan Trustee, and the Debtors shall each cooperate with the other in connection with the preparation and filing of any tax returns, the provision of any required tax forms, and

any other matter with respect to taxes, and shall make available to the other, as reasonably requested, any information or records relevant to the preparation or filing of any tax returns or forms or the defense of any audit or other tax proceeding.

- (vii) The treatment provided in this Section 7.11, to the extent permitted by applicable law, shall also apply for state and local tax purposes and all parties shall report consistent therewith.

ARTICLE VIII. DISTRIBUTIONS.

8.1 Distributions Generally.

On or after the Effective Date, the Plan Trustee (with the assistance of the Disbursing Agent as necessary) shall make all Plan Distributions to holders of Allowed Claims in accordance with the terms of this Plan; *provided* that, for the avoidance of doubt, following the Plan Trust Establishment Date and the Litigation Trust Establishment Date, the Plan Trustee and Litigation Trustee may make distributions of (i) Plan Trust Interests and Litigation Trust Interests, as applicable, and (ii) any Available Cash. The Plan Trust shall make Plan Distributions only in accordance with the terms of the Plan, the Confirmation Order and the Plan Trust Agreement to holders of Allowed Claims, and only to the extent that the Plan Trust has sufficient Plan Trust Assets (or income and/or proceeds realized from Plan Trust Assets) to make such payments in accordance with and to the extent provided for in the Plan, the Confirmation Order and the Plan Trust Agreement. The Estate Representative shall direct the Initial Plan Distribution (including the Plan Distribution of the Plan Trust Interests as set forth in ARTICLE IV) to holders of Allowed Claims no later than the Initial Plan Distribution Date. After the Initial Plan Distribution Date, the Estate Representative shall, from time to time, determine the subsequent Plan Distribution Dates.

8.2 No Postpetition Interest on Claims.

Unless otherwise provided in this Plan, the Confirmation Order, or other order of the Bankruptcy Court, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claim and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any such Claim.

8.3 Distribution Record Date.

As of the close of business on the Distribution Record Date, the various lists of holders of Claims or Interests in each Class, as maintained by the Debtors or their agents, shall be deemed closed, and there shall be no further changes in the record holders of any Claims or Interests after the Distribution Record Date; *provided* that the Plan Trustee shall file a notice on the docket of the anticipated Effective Date at least ten (10) calendar days before the anticipated Effective Date. Neither the Debtors nor the Plan Trustee shall have any obligation to recognize any transfer of a Claim (i) occurring after the close of business on the Distribution Record Date, or (ii) that does not comply with Bankruptcy Rule 3001(e) or otherwise does not comply with the Bankruptcy Code or Bankruptcy Rules. In addition, with respect to payment of any Cure Amounts or disputes over any Cure Amounts, neither the Debtors nor the Plan Trustee shall have any obligation to recognize or deal with any party other than the non-Debtor party to the applicable

executory contract or unexpired lease, even if such non-Debtor party has sold, assigned, or otherwise transferred its Claim for a Cure Amount.

8.4 Date of Distributions.

In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

8.5 Reserve on Account of Disputed Claims.

(a) From and after the Plan Trust Establishment Date, and until such time as each Disputed Claim has been compromised and settled, estimated by the Bankruptcy Court in an amount constituting the Allowed amount, or Allowed or disallowed by Final Order, the Plan Trust shall retain, for the benefit of each holder of a Disputed Claim, an amount equal to the Pro Rata Share of distributions that would have been made to the holder of such Disputed Claim if it were an Allowed Claim in an amount equal to the lesser of (i) the liquidated amount set forth in the filed Proof of Claim relating to such Disputed Claim, (ii) the amount in which the Disputed Claim has been estimated by the Bankruptcy Court pursuant to section 502 of the Bankruptcy Code as constituting and representing the maximum amount in which such Claim may ultimately become an Allowed Claim or (iii) such other amount as may be agreed upon by the holder of such Disputed Claim and the Estate Representative. Cash held in the Disputed Claim Reserve (including, with respect to Cash, any earnings that have accrued on such Cash, net of any expenses, including any taxes, relating thereto) shall be retained by the Plan Trust for the benefit of holders of Disputed Claims pending determination of their entitlement thereto under the terms of the Plan. Any Cash shall be either (x) held by the Plan Trust in an interest-bearing account or (y) invested in interest-bearing obligations issued by the United States government and guaranteed by the United States government, and having (in either case) a maturity of not more than 30 days. No payments or Plan Distributions shall be made with respect to all or any portion of any Disputed Claim pending the entire resolution thereof by Final Order.

(b) Subject to the other provisions of this Plan regarding timing of Plan Distributions, after a Disputed Claim becomes an Allowed Claim, the Plan Trustee shall distribute to the holder thereof the Plan Distributions, if any, to which such holder is then entitled under the Plan and any earnings related to the portion of the Disputed Claim Reserve allocable to such Allowed Claim (net of any expenses, including any taxes, relating thereto), and a Plan Trust Interest in accordance with the Plan, subject to the provisions concerning distributions from the Plan Trust, including the application of any reserves. The balance of any Cash previously retained but not distributed to a Disputed Claim holder shall be included in future distributions to holders of Claims in the applicable Class. Each holder of a Disputed Claim that ultimately becomes an Allowed Claim will be paid (i) first from the Disputed Claim Reserve and (ii) if the amount available for Plan Distribution pursuant to the foregoing clause (i) is insufficient to remit Plan Distributions required to be made to such holder pursuant to this sentence, such holder shall receive the amount of such insufficiency on the next subsequent Distribution Date(s) from Plan Trust Assets.

(c) If a Disputed Claim is disallowed, assets treated as held in the Disputed Claim Reserve on account of such Claim shall, at such time as reasonably determined by the Plan Trustee, be treated for U.S. federal income tax purposes as an additional distribution of an undivided interest in the underlying assets with respect to previously Allowed Claims. For the avoidance of doubt, the Plan Trustee shall not be required to make any Plan Distributions as a result of any Disputed Claims that are disallowed until all Disputed Claims either become Allowed Claims or are disallowed.

(d) Unless otherwise ordered by the Bankruptcy Court, the Disputed Claim Reserve shall not be used for operating expenses, costs, or any purpose other than as set forth in this Section 8.5.

8.6 Distributions After Effective Date.

Plan Distributions made after the Effective Date to holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date.

8.7 Plan Distributions Made by Plan Trustee.

All Plan Distributions shall be made by the Plan Trustee on and after the Effective Date as provided herein; *provided* that, for the avoidance of doubt, following the Plan Trust Establishment Date and the Litigation Trust Establishment Date, the Plan Trustee and Litigation Trustee may make distributions of (i) Plan Trust Interests and Litigation Trust Interests, as applicable, and (ii) any Available Cash. The Plan Trustee shall not be required to give any bond or surety or other security for the performance of its duties. The Debtors shall use commercially reasonable efforts to provide the Plan Trustee with the amounts of Claims and the identities and addresses of holders of Claims, in each case, as set forth in the Debtors' books and records. The Debtors shall cooperate in good faith with the applicable Plan Trustee to comply with the withholding and reporting requirements outlined in Section 8.16 of this Plan.

8.8 Delivery of Distributions.

Subject to Bankruptcy Rule 9010, the Plan Trustee shall make all Plan Distributions to any holder of an Allowed Claim or its authorized designee or transferee as and when required by this Plan at (a) the address of such holder on the books and records of the Debtors or their agents, (b) at the address in any written notice of address change delivered to the Debtors or the Plan Trustee, including any addresses included on any transfers of Claim filed pursuant to Bankruptcy Rule 3001, or (c) the address of the designee of such holder to the extent practicable. Subject to Section 8.9 of this Plan, in the event that any Plan Distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the Plan Trustee has been notified of the then-current address of such holder, at which time or as soon thereafter as reasonably practicable, such distribution shall be made to such holder without interest.

8.9 Unclaimed Property.

(a) Six (6) months from the later of: (i) the Effective Date and (ii) the date that is ten (10) Business Days after the date a Claim or Interest is first Allowed, all Plan Distributions

payable on account of such Claim or Interest that are unclaimed pursuant to Section 8.9(b) shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and shall revert to the Plan Trustee or its successor or assigns, and all claims of any other Entity (including the holder of a Claim in the same Class) to such distribution shall be discharged and forever barred. The Plan Trustee shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records and the Bankruptcy Court's filings.

(b) A Plan Distribution shall be deemed unclaimed if a holder has not (i) accepted a particular distribution or, in the case of distribution made by check, by ninety (90) calendar days after issuance, negotiated such check, (ii) given notice to the Plan Trustee of an intent to accept a particular Plan Distribution, (iii) responded to the Debtors', Plan Trustee's, or Disbursing Agent's as applicable, request for information necessary to facilitate a particular Plan Distribution, or (iv) taken any other action necessary to facilitate such distribution.

8.10 Satisfaction of Claims.

Unless otherwise provided in this Plan, any Plan Distributions and deliveries to be made on account of Allowed Claims under this Plan shall be in complete and final satisfaction, settlement, and discharge of and exchange for such Allowed Claims and shall not exceed the amount of such Allowed Claims. Notwithstanding anything to the contrary in the Plan, upon the Plan Trust Establishment Date, the Plan Trust shall assume all Claims (including, for the avoidance of doubt, all Administrative Expense Claims (including Professional Fee Claims), Other Secured Claims, Priority Tax Claims, and Other Priority Claims) against the Debtors (other than the FILO DIP Claims and FILO Bridge Claims except the Retained FILO Claims) with the same validity and priority as such Claims had against the Debtors immediately prior to the Plan Trust Establishment Date and there shall be no further recourse against the Debtors with respect to such Claims.

8.11 Manner of Payment Under Plan.

Except as specifically provided herein, at the option of the Estate Representative, any Cash payment to be made under this Plan may be made by a check or wire transfer or as otherwise required or provided in applicable agreements or customary practices of the Estate Representative. Any wire transfer fees incurred by the Estate Representative in connection with the transmission of a wire transfer shall be deducted from the amount of the recipient holder's Plan Distribution.

8.12 Minimum Distribution.

The Plan Trustee shall have no obligation to make a Plan Distribution that is less than \$100.00 in Cash.

8.13 No Distribution in Excess of Amount of Allowed Claim.

Notwithstanding anything to the contrary in this Plan, no holder of an Allowed Claim shall receive, on account of such Allowed Claim, Plan Distributions in excess of the Allowed amount of such Claim.

8.14 Allocation of Distributions Between Principal and Interest.

Except as otherwise provided in this Plan or as otherwise required by law (as determined by the Debtors or Plan Trustee), Plan Distributions with respect to an Allowed Claim shall be allocated first to the principal amount of such Allowed Claim (as determined for United States federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of such Allowed Claim, to any portion of such Allowed Claim for accrued but unpaid interest.

8.15 Setoffs and Recoupments.

Except as otherwise provided in this Plan, including in all respects Sections 12.6(a), 12.6(b), 12.7, and 12.8, each Debtor or the Plan Trustee on behalf such Debtor, may, pursuant to applicable non-bankruptcy law, set off or recoup against any Allowed Claim and the Plan Distributions to be made pursuant to this Plan on account of such Allowed Claim, any and all claims, rights, and Causes of Action of any nature whatsoever that such Debtor or its successors may hold against the holder of such Allowed Claim after the Plan Trust Establishment Date. Notwithstanding the foregoing, neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder shall constitute a waiver or release by the Plan Trustee, a Debtor, or an Estate or its successor of any claims, rights, or Causes of Action that the Plan Trustee, a Debtor, or an Estate or its successor or assign may possess against the holder of such Claim, except as otherwise provided in this Plan, including in all respects Sections 12.6(a), 12.6(b), 12.7, and 12.8.

8.16 Withholding and Reporting Requirements.

(a) Withholding Rights. In connection with this Plan, any Entity issuing any instrument or making any distribution or payment in connection therewith shall comply with all applicable withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions pursuant to the Plan and all related agreements shall be subject to any such withholding or reporting requirements. Any amounts withheld pursuant to this Plan shall be deemed to have been distributed to and received by the applicable recipient for all purposes of this Plan. Notwithstanding the foregoing, each holder of an Allowed Claim or any other Person that receives a Plan Distribution pursuant to the Plan shall have responsibility for any taxes imposed by any Governmental Unit, including, without limitation, income, withholding, and other taxes, on account of such distribution. Any Entity issuing any instrument or making any Plan Distribution pursuant to the Plan has the right, but not the obligation, to not make a distribution until such holder has made arrangements satisfactory to such issuing or disbursing party for payment of any such tax obligations. Additionally, in the case of a non-Cash distribution that is subject to withholding, the distributing party has the right, but not the obligation, to withhold an appropriate portion of such distributed property and either (i) sell such withheld property to generate Cash necessary to pay over the withholding tax (or reimburse the distributing party for any advance payment of the withholding tax), or (ii) pay the withholding tax using its own funds and retain such withheld property.

(b) Forms. Any party entitled to receive any property as an issuance or distribution under this Plan shall, upon reasonable request, deliver to the applicable withholding

agent or such other Entity or Estate designated by the Plan Trustee, an appropriate IRS Form W-9 or (if the payee is a foreign person) IRS Form W-8 and/or any other forms or documents, as applicable, requested by the Plan Trustee or the applicable withholding agent to reduce or eliminate any required federal, state, or local withholding. If such request is made by a withholding agent or such other Entity or Estate designated by the Plan Trustee and the party entitled to receive such property as an issuance or distribution fails to comply with any such request within ninety (90) days after the request is made, the amount of such issuance or distribution shall irrevocably revert to the Plan Trust, as applicable, and any Claim in respect of such distribution under this Plan shall be discharged and forever barred from assertion against any Debtor, Estate, the Plan Trust, and their respective property.

8.17 Securities Registration Exemption.

Any Plan Trust Interests and Litigation Trust Interests will not, and are not intended to, constitute “securities” and, accordingly, will not be registered pursuant to the Securities Act or any applicable state or local securities law. However, if it should be determined that any such Plan Trust Interests or Litigation Trust Interests constitute “securities,” the offer and sale of (i) such Plan Trust Interests to the Plan Trust Beneficiaries will be exempt to the extent provided in section 1145 of the Bankruptcy Code from registration, without further action by any person, under the Securities Act, all rules and regulations promulgated thereunder, and all applicable state and local securities laws and regulations requiring registration for the offer or (ii) such Litigation Trust Interests to the Litigation Trust Beneficiaries will be exempt to the extent provided in Section 4(a)(2) of the Securities Act and similar exemptions under state securities laws. Any such Plan Trust Interests and Litigation Trust Interests shall be subject to the limitations set forth in their respective trust agreements in a manner consistent with this Plan.

8.18 Disbursing Agent.

(a) The Plan Trustee shall have the authority to enter into agreements with one or more Disbursing Agents to facilitate the distributions required under the Plan, the Confirmation Order, and the Plan Trust Agreement. The Plan Trustee may pay to the Disbursing Agent all reasonable and documented fees and expenses of the Disbursing Agent without the need for other approvals, authorizations, actions or consents. For the avoidance of doubt, the reasonable and documented fees of the Disbursing Agent will be paid by the Plan Trustee and will not be deducted from distributions to be made under the Plan to holders of Allowed Claims receiving distributions from the Disbursing Agent. The Disbursing Agent shall not be required to give any bond or surety or other security for the performance of its duties.

(b) From and after the Confirmation Date, the Disbursing Agent, solely in its capacity as Disbursing Agent, shall be exculpated by all Entities, including, without limitation, holders of Claims against the Debtors, the Plan Trust Beneficiaries, and other parties in interest, from any and all Claims, Causes of Action, and other assertions of liability arising out of the discharge of the powers and duties conferred upon such Disbursing Agent by the Plan or any order of the Bankruptcy Court entered pursuant to or in furtherance of the Plan, or applicable law, except for actions or omissions to act arising out of the gross negligence or willful misconduct, fraud, malpractice, criminal conduct, or *ultra vires* acts of such Disbursing Agent. No holder of a Claim, a Plan Trust Beneficiary, or other party in interest shall have or pursue any claim or Cause of

Action against the Disbursing Agent, solely in its capacity as Disbursing Agent, for making Plan Distributions in accordance with the Plan or for implementing provisions of the Plan, except for actions or omissions to act arising out of the gross negligence or willful misconduct, fraud, malpractice, criminal conduct, or *ultra vires* acts of such Disbursing Agent.

(c) The Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties hereunder; (ii) make all Plan Distributions contemplated hereby; and (iii) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to the Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

(d) Except as otherwise ordered by the Bankruptcy Court, any reasonable and documented fees and expenses incurred by the Disbursing Agent acting in such capacity (including reasonable documented attorneys' fees and expenses) on or after the Effective Date shall be paid in Cash by the Plan Trust in the ordinary course of business.

ARTICLE IX. PROCEDURES FOR RESOLVING CLAIMS.

9.1 Allowance of Claims.

The Estate Representative shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed under this Plan. Except as expressly provided in this Plan or in any order entered in the Chapter 11 Cases prior to the Effective Date (including the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under this Plan or the Bankruptcy Court has entered a Final Order in the Chapter 11 Cases allowing such Claim.

9.2 Objections to Claims.

As of the Plan Trust Establishment Date, objections to Claims against the Debtors may be interposed and prosecuted only by the Plan Trustee. Any objections to Claims shall be served and filed (i) on or before one hundred and eighty (180) days following the later of (a) the Effective Date and (b) the date that a Proof of Claim is filed or amended or a Claim is otherwise asserted or amended in writing by or on behalf of a holder of such Claim, or (ii) such later date as ordered by the Bankruptcy Court; *provided* that the Estate Representative may extend the Claim Objection Deadline for an additional one hundred and eighty (180) days in their sole discretion upon the filing of a notice with the Bankruptcy Court, with further extensions thereafter permitted after notice and a hearing

9.3 Estimation of Claims.

The Estate Representative may at any time request that the Bankruptcy Court estimate any contingent, unliquidated, or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code, regardless of whether the Debtors had previously objected to or otherwise disputed such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including during the pendency of any appeal relating to

any such objection. In the event that the Bankruptcy Court estimates any contingent, unliquidated, or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Estate Representative may pursue supplementary proceedings to object to the allowance of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such holder has filed a motion requesting the right to seek such reconsideration on or before twenty-one (21) calendar days after the date on which such Claim is estimated.

9.4 Claim Resolution Procedures Cumulative.

All of the objection, estimation, and resolution procedures in this Plan are intended to be cumulative and not exclusive of one another. Claims may be estimated and subsequently settled, compromised, withdrawn, or resolved in accordance with this Plan without further notice or Bankruptcy Court approval. Except as otherwise provided herein (including the release provisions hereof) or in the Confirmation Order, or in any contract, instrument, release, or other agreement or document entered into in connection with this Plan, in accordance with section 1123(b) of the Bankruptcy Code, on and after the Plan Trust Establishment Date, the Plan Trustee may enforce, sue on, settle, or compromise (or decline to do any of the foregoing) all Claims, Disputed Claims, rights, Causes of Action, suits and proceedings, whether in law or in equity, whether known or unknown, that the Plan Trust may hold against any Person, and any contract, instrument, release, indenture, or other agreement entered into in connection herewith.

9.5 Adjustment to Claims Register Without Objection.

Any Claim or Interest that (a) is a duplicate, (b) has been paid or satisfied, or (c) has been amended or superseded, may be adjusted or expunged on the Claims Register by the Estate Representative upon agreement between the parties in interest without an objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

9.6 No Distributions Pending Allowance.

If an objection, motion to estimate, or other challenge to a Claim is filed, no payment or distribution provided under this Plan shall be made on account of such Claim unless and until (and only to the extent that) such Claim becomes an Allowed Claim. Notwithstanding anything herein to the contrary, if any portion of a Claim is a Disputed Claim, no payment or Plan Distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

9.7 Distributions After Allowance.

To the extent that a Disputed Claim ultimately becomes an Allowed Claim, Plan Distributions (if any) shall be made to the holder of such Allowed Claim in accordance with the provisions of this Plan. On a date that is at least forty-five (45) days after the date on which a Disputed Claim becomes an Allowed Claim, or on an earlier date selected by the Plan Trustee in the Plan Trustee's sole discretion, the Plan Trustee shall provide to the holder of such Claim the

Plan Distribution (if any) to which such holder is entitled under this Plan, without any interest to be paid on account of such Claim unless required by the Bankruptcy Code. For the avoidance of doubt, and notwithstanding anything in the Plan to the contrary, the Plan Trustee shall not be required to make any Plan Distributions on account of Disputed Claims that become Allowed Claims or as a result of any Disputed Claims that are disallowed until all Disputed Claims either become Allowed Claims or are disallowed. Notwithstanding anything contained herein, to the extent that a Disputed Claim becomes an Allowed Claim after the Plan Trust Establishment Date or Effective Date, the holder of such Claim shall not be entitled to any interest that accrued thereon from and after the Plan Trust Establishment Date or Effective Date (as applicable).

9.8 Elimination of Duplicate Claims.

Any Proof of Claim filed against one or more of the Debtors shall be deemed to be a single Claim, and all duplicate Proofs of Claim for the same Claim filed against more than one Debtor shall be deemed disallowed and expunged.

9.9 Late Filed Claims.

Except as otherwise provided herein or as agreed to by the Debtors or Plan Trustee, (i) any Proof of Claim filed after the Bar Date with respect to such Claim and (ii) any proof of Administrative Expense Claim filed after the applicable Administrative Expense Claims Bar Date with respect to such Administrative Expense Claim, shall be deemed Disallowed and expunged without any further notice to or action, order, or approval of the Bankruptcy Court, and holders of such Claims and such Administrative Expense Claims may not receive any Plan Distributions on account of such Claims and such Administrative Expense Claims, unless such late Proof of Claim or such proof of Administrative Expense Claim, as applicable, has been deemed timely filed by a Final Order.

9.10 Amendments to Claims.

A Claim may not be filed, amended, or supplemented without the prior written authorization of the Bankruptcy Court or the Plan Trustee, and any such new, amended, or supplemented Claim filed without such written authorization shall be deemed Disallowed in full and expunged without any further notice to or action, order, or approval of the Bankruptcy Court to the maximum extent provided by applicable law.

9.11 Insured Claims.

If any portion of an Allowed Claim is an Insured Claim, no distributions under the Plan shall be made on account of such Allowed Claim until the holder of such Allowed Claim has exhausted all remedies with respect to any applicable insurance policies, other than with respect to any policies issued by TRACO or its predecessors. To the extent that the Debtors' insurers agree to satisfy a Claim in whole or in part, then immediately upon such agreement, the portion of such Claim so satisfied may be expunged without an objection to such Claim having to be filed and without any further notice to or action, order or approval of the Court; *provided* that, to the extent that a holder receives a Plan Distribution on account of any portion of an Allowed Claim that is an Insured Claim that is thereafter satisfied by insurance proceeds, the holder shall promptly return that portion of the Plan Distribution attributable to the portion of such Claim so satisfied.

9.12 Medical Liability Claims Procedures.

All Medical Liability Claims against the Debtors shall be reconciled in accordance with the Medical Liability Claims Procedures. Following entry of the Confirmation Order, the automatic stay shall remain in effect with respect to all Medical Liability Claims against the Debtors and shall only be modified in accordance with the Medical Liability Claims Procedures. To the extent the automatic stay was previously lifted in the Chapter 11 Cases with respect to any particular Medical Liability Claim, upon entry of the Confirmation Order, the automatic stay shall be reimposed and remain in effect unless or until modified in accordance with the Medical Liability Claims Procedures.

ARTICLE X. EXECUTORY CONTRACTS AND UNEXPIRED LEASES.

10.1 Rejection of Executory Contracts and Unexpired Leases.

(a) As of and subject to the occurrence of the Effective Date, all executory contracts and unexpired leases to which any of the Debtors are a party shall be deemed rejected except for an executory contract or unexpired lease that: (i) is specifically and expressly designated as a contract or lease to be assumed pursuant to this Plan, including as set forth in the Schedule of Assumed Contracts or Confirmation Order; (ii) was previously assumed or rejected by the Debtors pursuant to a Final Order of the Bankruptcy Court or assumed and assigned pursuant to pursuant to a Final Order of the Bankruptcy Court; (iii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iv) is the subject of a separate assumption or rejection motion filed by the Estate Representative on or before the Effective Date; (v) is the subject of a pending Cure Dispute; (vi) is a contract, lease, or other agreement or document entered into in connection with the Plan; or (vii) is a D&O Policy or other insurance policy to which any Debtor or Estate Representative is a beneficiary or an insured. For the avoidance of doubt, the Estate Representative may seek to assume, assume and assign, or reject an executory contract or unexpired lease at any time prior to the Effective Date, whether or not such executory contract or unexpired leases is listed on the Schedule of Assumed Contracts.

(b) Entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions, assumptions and assignments, or rejections provided for in this Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code and a determination by the Bankruptcy Court that the Debtors, the Plan Trustee, or the assignee of such executory contract or unexpired lease (as applicable) have provided adequate assurance of future performance under such executory contract or unexpired lease. Each executory contract or unexpired lease assumed pursuant to this Plan shall vest in and be fully enforceable by the applicable Debtor in accordance with its terms, except as modified by the provisions of this Plan, any Final Order of the Bankruptcy Court authorizing and providing for its assumption, or applicable law, and shall be assigned by the Debtors to the Plan Trust pursuant to this Plan on the Effective Date. Notwithstanding anything to the contrary herein, all rights and obligations of the Debtors under or with respect to any executory contracts and unexpired leases to which any of the Debtors are a party shall vest in the Plan Trust on the Plan Trust Establishment Date, whether or not such executory contracts or unexpired leases are otherwise pending assumption, assumption and assignment, or rejection in accordance with Section 10.1(a) of this Plan, and the Plan Trust shall have all rights of the Debtors

to assume, assume and assign, or reject such executory contracts and unexpired leases on or prior to the Effective Date.

(c) Assumption of any executory contract or unexpired lease pursuant to this Plan, or otherwise, shall result in the full release and satisfaction of any defaults, subject to satisfaction of the Cure Amount, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the Effective Date.

10.2 Survival of Indemnification Obligations.

Any and all obligations of the Debtors to indemnify, defend, reimburse, or limit the liability of current and former officers, directors, members, managers, agents, or employees against any Claims or Causes of Action as provided in the Debtors' corporate charters, bylaws, other organizational documents, other agreements, or applicable law shall survive confirmation of the Plan, and shall be assumed by such Debtor solely to the extent necessary to recover and have access to insurance proceeds. Any indemnification claims arising under the foregoing documents shall be treated as General Unsecured Claims against the Debtors to the extent Allowed. Notwithstanding anything in the Plan to the contrary, each Indemnification Obligation shall be assumed by the applicable Debtor effective as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code or otherwise, solely for the purposes described in the first sentence of this Section 10.2.

10.3 Determination of Cure Disputes and Deemed Consent.

Any Cure Amount shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of the Cure Amount, as reflected in the applicable cure notice, in Cash on the Effective Date, subject to the limitations described below, or on such other terms as the parties to such executory contracts or unexpired leases and the Estate Representative may otherwise agree.

The Debtors shall file, as part of the Plan Supplement, the Schedule of Assumed Contracts. At least fourteen (14) days before the Confirmation Hearing, the Debtors shall serve a notice on parties to executory contracts or unexpired leases to potentially be assumed or assumed and assigned to the Plan Trust, reflecting the Debtors' intention to potentially assume or assume and assign the contract or lease in connection with this Plan and, where applicable, setting forth the proposed Cure Amount (if any). **Any objection by a counterparty to an executory contract or unexpired lease to the proposed assumption, assumption and assignment, or related Cure Amount must be filed, served, and actually received by the Debtors within ten (10) days of the service of the assumption notice, or such shorter period as agreed to by the parties or authorized by the Bankruptcy Court.** Any counterparty to an executory contract or unexpired lease that does not timely object to the notice of the proposed assumption of such executory contract or unexpired lease shall be deemed to have assented to assumption of the applicable executory contract or unexpired lease notwithstanding any provision thereof that purports to (i) prohibit, restrict, or condition the transfer or assignment of such contract or lease; (ii) terminate or modify, or permit the termination or modification of, a contract or lease as a result of any direct

or indirect transfer or assignment of the rights of any Debtor under such contract or lease or a change, if any, in the ownership or control to the extent contemplated by the Plan; (iii) increase, accelerate, or otherwise alter any obligations or liabilities of any Debtor under such executory contract or unexpired lease; or (iv) create or impose a Lien upon any property or Asset of any Debtor, or its Estate, as applicable. Each such provision shall be deemed to not apply to the assumption of such executory contract or unexpired lease pursuant to the Plan and counterparties to assumed executory contracts or unexpired leases that fail to object to the proposed assumption in accordance with the terms set forth in this Section 10.3, shall forever be barred and enjoined from objecting to the proposed assumption or to the validity of such assumption (including with respect to any Cure Amounts or the provision of adequate assurance of future performance), or taking actions prohibited by the foregoing or the Bankruptcy Code on account of transactions contemplated by the Plan.

If there is a Cure Dispute pertaining to assumption of an executory contract or unexpired lease (other than a dispute pertaining to a Cure Amount), such dispute shall be heard by the Bankruptcy Court prior to such assumption being effective; *provided* that the Estate Representative may settle any Assumption Dispute without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

To the extent a Cure Dispute relates solely to the Cure Amount, the Debtor may assume and/or assume and assign the applicable executory contract or unexpired lease prior to the resolution of the Cure Dispute; *provided* that the Debtors or the Plan Trustee reserve Cash in an amount sufficient to pay the full amount reasonably asserted as the required cure payment by the non-Debtor party to the extent such executory contract or unexpired lease (or such smaller amount as may be fixed or estimated by the Bankruptcy Court or otherwise agreed to by such non-Debtor party and the Debtors and the Plan Trustee). The Debtors or the Plan Trustee may settle any dispute regarding the Cure Amount or the nature thereof without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

Assumption or assumption and assignment of any executory contract or unexpired lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims against any Debtor or defaults by any Debtor, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed executory contract or unexpired lease at any time before the date that the Debtors assume or assume and assign such executory contract or unexpired lease. Any Proofs of Claim filed with respect to an executory contract or unexpired lease that has been assumed or assumed and assigned shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity, upon the assumption of such executory contract or unexpired leases.

10.4 Rejection Damages Claims.

Unless an earlier date is otherwise provided for by an order of the Bankruptcy Court, any Proofs of Claim based on the rejection of the Debtors' executory contracts or unexpired leases pursuant to this Plan, must be filed with Bankruptcy Court and served on the Claims and Noticing Agent no later than twenty-one (21) days after the Effective Date.

Any Claims arising from the rejection of an executory contract or unexpired lease for which proofs of Claim were not timely filed as set forth in the paragraph above shall not (i) be treated as a creditor with respect to such Claim, or (ii) participate in any distribution in the Chapter 11 Cases on account of such Claim, and any Claims arising from the rejection of an executory contract or unexpired lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Estates, the Plan Trust, the Plan Trustee, or the property for any of the foregoing without the need for any objection by the Plan Trustee or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of such contract or lease shall be deemed fully compromised, settled, and released, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtors' prepetition executory contracts or unexpired leases shall be classified as General Unsecured Claims, except as otherwise provided by Final Order of the Bankruptcy Court.

10.5 Joint Ventures.

Notwithstanding anything to the contrary in this Plan, all shareholders' agreements, nominee agreements, call option agreements, and other agreements in respect of joint venture entities to which a Debtor or the Plan Trust is a party are deemed to be, and shall be treated as, executory contracts under the Plan and, on the Effective Date, shall be rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless otherwise specifically assumed.

10.6 Insurance Policies.

Each of the Debtors' insurance policies and any agreements, documents, or instruments related thereto, as of the Effective Date (or on such earlier date as determined by the Estate Representative, in consultation with the Creditors' Committee), shall be deemed to be and treated as executory contracts and shall be assumed by the applicable Debtor and shall continue in full force and effect thereafter in accordance with their respective terms and vest in the Plan Trust. All officers, managers, directors, agents, or employees who served in such capacity at any time before the Effective Date shall be entitled to the full benefits of the D&O Policies in effect as of, or purchased on or before, the Effective Date for the full term of such D&O Policies regardless of whether such officers, managers, directors, agents, and/or employees remain in such positions as of the Effective Date, in each case, to the extent set forth in such D&O Policies. Nothing in the Plan shall alter, supplement, change, decrease, or modify the terms (including the conditions, limitations, and/or exclusions) of the Debtors' insurance policies; *provided that*, notwithstanding anything in the foregoing to the contrary, the enforceability and applicability of the terms (including the conditions, limitations, and/or exclusions) of the insurance policies, and thus the rights or obligations thereof, are subject to the Bankruptcy Code and applicable law. For the avoidance of doubt, the transfer of the rights of the Debtors and the Estates to recover proceeds from D&O Policies to the Litigation Trust and the Plan Trust, as applicable, shall not hinder the ability of any beneficiaries or insureds of such D&O Policies to submit claims and otherwise pursue and obtain coverage under the D&O Policies.

10.7 Assignment.

To the extent provided under the Bankruptcy Code or other applicable law, any executory contract or unexpired lease transferred and assigned to the Litigation Trust (subject to the consent of the FILO Parties) or Plan Trust hereunder, if applicable, shall remain in full force and effect for the benefit of the transferee or assignee in accordance with its terms, notwithstanding any provision in such executory contract or unexpired lease (including those of the type set forth in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts, or conditions such transfer or assignment. To the extent provided under the Bankruptcy Code or other applicable law, any provision that prohibits, restricts, or conditions the assignment or transfer of any such executory contract or unexpired lease or that terminates or modifies such executory contract or unexpired lease or allows the counterparty to such executory contract or unexpired lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon any such transfer and assignment, constitutes an unenforceable anti-assignment provision and is void and of no force or effect with respect to any assignment pursuant to the Plan.

10.8 Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided herein or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed shall include any and all modifications, amendments, supplements, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without regard to whether such agreement, instrument, or other document is listed in the notice of assumed contracts.

10.9 Reservation of Rights.

(a) Neither the exclusion nor the inclusion by the Debtors of any contract or lease on any exhibit, schedule, or other annex to this Plan or in the Plan Supplement, nor anything contained in this Plan, shall constitute an admission by the Debtors that any such contract or lease is or is not an executory contract or unexpired lease or that the Debtors, the Estates, the Plan Trust, or the Plan Trustee or their respective Affiliates has any liability thereunder.

(b) Except as explicitly provided in this Plan, nothing in this Plan shall waive, excuse, limit, diminish, or otherwise alter any of the defenses, claims, Causes of Action, or other rights of the Debtors, the Estates, the Plan Trust, or the Plan Trustee under any executory or non-executory contract or unexpired or expired lease.

(c) Nothing in this Plan shall increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtors, the Estates, the Plan Trust, or the Litigation Trust, as applicable, under any executory or non-executory contract or unexpired or expired lease.

(d) If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of its assumption under this Plan, the Estate Representative shall have thirty (30) calendar days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease.

ARTICLE XI. CONDITIONS PRECEDENT TO OCCURRENCE OF EFFECTIVE DATE.

11.1 Conditions Precedent to Effective Date.

The Effective Date shall not occur unless all of the following conditions precedent have been satisfied:

- (a) the Disclosure Statement Order shall have been entered;
- (b) the Litigation Trust Establishment Date has occurred, including the transfer of the Litigation Trust Assets to the Litigation Trust;
- (c) the Plan Supplement and all of the schedules, documents, and exhibits contained therein shall have been filed;
- (d) the Confirmation Order shall have been entered by the Bankruptcy Court, be in full force and effect and not be subject to any stay or injunction, which Confirmation Order shall be in form and substance reasonably acceptable to the Creditors' Committee;
- (e) all actions, documents, certificates, and agreements necessary or appropriate to implement the Plan shall have been effected or executed or deemed executed and delivered, as the case may be, to the required parties and, to the extent required, filed with the applicable Governmental Units in accordance with applicable laws;
- (f) all authorizations, consents, regulatory approvals, rulings or documents that are necessary or appropriate to implement and effectuate the Plan shall have been received; and
- (g) the Professional Fees Escrow Account and the Wind Down Reserve (in accordance with the Wind Down Budget) shall have been fully funded as provided for in this Plan.

11.2 Waiver of Conditions Precedent.

(a) Each of the conditions precedent to the occurrence of the Effective Date of the Plan set forth in this ARTICLE XI may be waived, in whole or in part, by the Debtors with the consent of the Creditors' Committee, not to be unreasonably withheld, without leave of or order of the Bankruptcy Court; *provided* that the condition precedent to the occurrence of the Effective Date of the Plan set forth in Section 11.1(b) may be waived only with the consent of the Debtors, the Creditors' Committee, and the FILO DIP Agent.

(b) Except as otherwise provided herein, all actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously and no such action shall be deemed to have occurred prior to the taking of any other such action.

(c) The stay of the Confirmation Order pursuant to Bankruptcy Rule 3020(e) shall be deemed waived by and upon the entry of the Confirmation Order, and the Confirmation Order shall take effect immediately upon its entry.

11.3 Effect of Failure of a Condition.

If the Effective Date does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall (i) constitute a waiver or release of any Claims by or against or any Interests in the Debtors, (ii) prejudice in any manner the rights of any Entity, or (iii) constitute an admission, acknowledgement, offer, or undertaking by the Debtors or any other Entity; *provided* that, notwithstanding the foregoing, all actions authorized to be taken pursuant to the Confirmation Order, FILO Settlement Order, and Section 8.10 hereof, and all terms of the Confirmation Order, FILO Settlement Order, and Section 8.10 shall remain in full force and effect and the Litigation Trust Assets shall remain property of the Litigation Trust and the Plan Trust Assets shall remain property of the Plan Trust, and in each case, not revert to the Debtors or the Estates.

11.4 Effect of Vacatur of Confirmation Order.

If the Confirmation Order is vacated, (i) no distributions under the Plan shall be made, (ii) the Debtors and all holders of Claims and Interests shall be restored to the *status quo ante* as of the day immediately preceding the Confirmation Date as though the Confirmation Date never occurred, and (iii) all the Debtors' obligations with respect to the Claims and the Interests shall remain unchanged and nothing contained herein shall be deemed to constitute a waiver or release of any Claims by or against the Debtors or any other entity or to prejudice in any manner the rights of the Debtors or any other entity in any further proceedings involving the Debtors or otherwise; *provided* that, notwithstanding the foregoing, all actions authorized to be taken pursuant to the Confirmation Order, FILO Settlement Order, and Section 8.10 hereof, and all terms of the Confirmation Order, FILO Settlement Order, and Section 8.10 shall remain in full force and effect and the Litigation Trust Assets shall remain property of the Litigation Trust and the Plan Trust Assets shall remain property of the Plan Trust, and in each case, not revert to the Debtors or the Estates.

ARTICLE XII. EFFECT OF CONFIRMATION.

12.1 Binding Effect.

As of the Confirmation Date, this Plan shall bind (i) the Debtors; (ii) the Plan Administrator Committee; (iii) the Plan Trustee and the Plan Trust; (iv) the Litigation Trustee and the Litigation Trust; (v) all holders of Claims against and Interests in the Debtors and their respective successors and assigns, regardless of whether any such holders were (a) Impaired or Unimpaired under this Plan, (b) presumed to accept or deemed to reject this Plan, (c) failed to vote to accept or reject this Plan, (d) voted to reject this Plan, and/or (e) received any Plan Distribution under the Plan; (vi) all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in this Plan; (vii) each Entity acquiring property under this Plan and the Confirmation Order; and (viii) any and all non-Debtor parties to executory contracts and unexpired leases with the Debtors.

12.2 Vesting of Assets.

Except as otherwise provided in this Plan (including in all respects Sections 12.6(a), 12.6(b), 12.7, and 12.8), the Plan Supplement, or the Confirmation Order, on and after the

Litigation Trust Establishment Date and Plan Trust Establishment Date (as applicable), pursuant to sections 1141(b) and (c) of the Bankruptcy Code, the Assets of the Estates, including all claims, rights, and Causes of Action and any property acquired by the Debtors under or in connection with this Plan or the Plan Supplement, shall vest in the Litigation Trust and the Plan Trust (as applicable) free and clear of all Claims, Liens, encumbrances, charges, constructive trusts, and other interests to the extent permitted under applicable law. Subject to the terms of this Plan and the Litigation Trust Agreement and Plan Trust Agreement, on and after the Plan Trust Establishment Date or Litigation Trust Establishment Date (as applicable), the Plan Trustee or Litigation Trustee (as applicable) may use, acquire, and dispose of property and prosecute, compromise, or settle any Claims (including any Administrative Expense Claims) and Interests without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed by this Plan or the Confirmation Order. Without limiting the foregoing, the Plan Trustee may pay the charges that it incurs on behalf of the Estates after the Confirmation Date for Professionals' fees, disbursements, expenses, or related support services without application to the Bankruptcy Court. In addition, all rights, benefits, and protections provided to the Debtors or their Estates pursuant to the Plan, the Plan Supplement, or the Confirmation Order including, but not limited to, the release, exculpation, and injunction provisions provided in Section ARTICLE XII of the Plan, shall vest in the Litigation Trust and the Plan Trust, as applicable, unless expressly provided otherwise by the Plan or the Confirmation Order.

12.3 Pre-Confirmation Injunctions and Stays.

Unless otherwise provided in this Plan or a Final Order of the Bankruptcy Court, all injunctions and stays arising under or entered during the Chapter 11 Cases, whether under sections 105 or 362 of the Bankruptcy Code or otherwise, and in existence on the date of entry of the Confirmation Order, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

As set forth in Section 9.12 of this Plan, following entry of the Confirmation Order, the automatic stay shall remain in effect with respect to all Medical Liability Claims against the Debtors and shall only be modified in accordance with the Medical Liability Claims Procedures. To the extent the automatic stay was previously lifted in the Chapter 11 Cases with respect to any particular Medical Liability Claim, upon entry of the Confirmation Order, the automatic stay shall be reimposed and remain in effect unless or until modified in accordance with the Medical Liability Claims Procedures.

12.4 Injunction Against Interference with Plan.

Upon the entry of the Confirmation Order, all holders of Claims and Interests and all other parties in interest, along with their respective present and former Affiliates, employees, agents, officers, directors, and principals, shall be enjoined from taking any action to interfere with the implementation or consummation of the Plan or the occurrence of the Effective Date.

12.5 Plan Injunction.

(a) Except as otherwise expressly provided in this Plan, or for distributions required to be paid or delivered pursuant to this Plan or the Confirmation Order, all Entities that have held, hold, or may hold Claims, Interests, or Causes of Action that are (i) released or discharged pursuant to the Plan, including under Section 12.6(a) or Section 12.6(b) of this Plan, or (ii) subject to exculpation pursuant to Section 12.7 of this Plan, and all other parties in interest, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, an Estate, the Plan Trust, the Plan Trustee, the Litigation Trust, the Plan Trustee, the Released Parties, and/or the Exculpated Parties (to the extent of the exculpation provided pursuant to Section 12.7 of this Plan with respect to the Exculpated Parties), as applicable, with respect to such Claims, Interests, and Causes of Action: (A) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including any proceeding in a judicial, arbitral, administrative, or other forum) on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (B) enforcing, levying, attaching (including any prejudgment attachment), collecting, or otherwise recovering in any manner or by any means, whether directly, or indirectly, any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action; (C) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any Lien or 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, Interests, or Causes of Action; (D) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action unless (x) such Entity has timely asserted such setoff right either in a filed proof of Claim, or in another document filed with the Bankruptcy Court explicitly preserving such setoff or that otherwise indicates that such entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise or (y) such right to setoff arises under a postpetition agreement with the Debtors or (i) an executory contract or (ii) an unexpired lease, in the case of (i) and (ii), that has been assumed by the Debtors as of the Effective Date; (E) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan and Confirmation Order, to the full extent permitted by applicable law; and (F) commencing or continuing, in any manner or in any place, any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims, Interests, or Causes of Action released, settled, and/or treated, entitled to a distribution, or cancelled pursuant to this Plan, including pursuant to Section 12.6(a) or Section 12.6(b) of this Plan; *provided* that such Entities that have held, hold, or may hold Claims against, Interests in, or Causes of Action against, a Debtor or an Estate shall not be precluded from exercising their rights and remedies, or obtaining the benefits, solely pursuant to and consistent with the terms of this Plan.

(b) Subject in all respects to Section 13.1 of this Plan, no Entity may commence or pursue a Claim or Cause of Action of any kind against any Released Party (solely with respect to Claims or Causes of Action that purportedly may be assertable by, or on behalf of, a Releasing Party) or Exculpated Party that arose or arises from, in whole or in part: the Debtors (including the governance, management, direct or indirect ownership, transactions with, or operation thereof) or their Estates; the Plan Trust; the Plan Trustee; the Litigation Trust; the Litigation Trustee; the Chapter 11 Cases (including the filing and administration thereof); the Wind Down; the Disclosure

Statement; the DIP Orders; the negotiation, formulation, preparation, dissemination, or consummation of the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with this Plan (including the Plan Supplement) or any of the other Definitive Documents; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors; the subject matter of, or the transactions or events giving rise to any Claim or Interest that is treated in this Plan; the business or contractual or other arrangements or other interactions between any Releasing Party and any Released Party or Exculpated Party; the restructuring of any Claim or Interest before or during the Chapter 11 Cases; any other in-or-out-of-court restructuring efforts of the Debtors; any intercompany obligations, transactions, or transfers; the FILO Settlement Order and the transactions contemplated thereby; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of this Plan (including the Plan Supplement) and the transactions contemplated by the Confirmation Order; the funding of this Plan; the administration and implementation of this Plan or Confirmation Order, including the distribution of property under this Plan; or any other agreement, act or omission, transaction, transfer, event, or other occurrence related to the foregoing and taking place on or before the Effective Date related or relating to the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such Claim or Cause of Action represents a colorable claim that has not, with respect to a Released Party, been released under this Plan or, with respect to an Exculpated Party, been exculpated under this Plan and (ii) specifically authorizing such Entity to bring such Claim or Cause of Action against any such Released Party or Exculpated Party. The Bankruptcy Court shall have sole and exclusive jurisdiction to determine whether a Claim or Cause of Action is colorable and has not been released or exculpated (as applicable) and, only to the extent legally permissible and as provided for in Section 13.1 of this Plan, shall have jurisdiction to adjudicate the underlying colorable Claim or Cause of Action. For the avoidance of doubt, the foregoing sentence is subject to applicable law regarding the Bankruptcy Court's subject matter jurisdiction to hear such matter.

(c) By participating in the Plan by voting or by accepting Plan Distributions pursuant to this Plan (in whatever sum), each holder of an Allowed Claim extinguished, discharged, or released pursuant to this Plan shall be deemed to have affirmatively and specifically consented to be bound by the Plan, including the injunctions set forth in this Section 12.5, and each such holder acknowledges and accepts that the Plan is a binding compromise of an Allowed Claim or an Interest extinguished and releases all rights in respect of such Allowed Claim or Interest extinguished such that such holders of Claims agree to waive any right (if any) to object to or otherwise challenge the Plan and its effect on Claims or any other matter whatsoever and that such release and waiver shall be effective irrespective of which law governs the rights of the said holder as against a Debtor.

(d) The injunctions in this Section 12.5 shall extend to any successors of the Debtors, the Plan Trust, and their respective property and interests in property.

12.6 Releases.

(a) **Releases by the Debtors and their Estates.** Except as otherwise expressly set forth below in this Section 12.6, notwithstanding anything contained in the Plan to the contrary, pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable

consideration, the adequacy of which is hereby confirmed, as of the Confirmation Date and the Effective Date, the Debtors, the Estates, the Plan Trust, the Plan Trustee, the Litigation Trust, and the Litigation Trustee, in each case on behalf of themselves and their respective successors, assigns, any Estate representative(s) appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code, and any and all other Entities that may purport to assert any Claim or Cause of Action derivatively by or through any of the foregoing Entities, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever (including any derivative claims, asserted or assertable on behalf of the Debtors or the Estates), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise that the Debtors or the Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part: any act or omission, obligation, transaction, transfer, agreement, event, or other occurrence taking place on or before the Confirmation Date or the Effective Date, as applicable, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the governance, management, direct or indirect ownership, transactions with, or operation thereof) or their Estates; the Plan Trust; the Plan Trustee; the Litigation Trust; the Litigation Trustee; the Chapter 11 Cases (including the filing and administration thereof); the Wind Down; the Disclosure Statement; the DIP Orders; the negotiation, formulation, preparation, dissemination, or consummation of the transactions contemplated by the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with this Plan (including the Plan Supplement) or any of the other Definitive Documents; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors; the subject matter of, or the transactions or events giving rise to any Claim or Interest that is treated in this Plan; the business or contractual or other arrangements or other interactions between any Debtor and any Released Party; the restructuring of any Claim or Interest before or during the Chapter 11 Cases; any other in-or-out-of-court restructuring efforts of the Debtors; any intercompany obligations, transactions, or transfers; the FILO Settlement Order and the transactions contemplated thereby; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of this Plan (including the Plan Supplement) and the transactions contemplated by the Confirmation Order; the funding of this Plan; the administration and implementation of this Plan or the Confirmation Order, including the distribution of property under this Plan; or any other agreement, act or omission, transaction, transfer, event, or other occurrence related to the foregoing and taking place on or before the Confirmation Date or the Effective Date, as applicable. Notwithstanding anything to the contrary in the foregoing, the releases contained in this Section 12.6(a) (i) shall not be construed as releasing (a) any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, willful misconduct, criminal misconduct, or gross negligence, (b) any Claims or Causes of Action assertable by the Debtors, their Estates, or the FILO Parties arising from a material misrepresentation, (c) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive

Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the transactions contemplated by the Confirmation Order, (d) prior to the Effective Date, any post-Confirmation Date obligations of any party or Entity under the Plan, the Confirmation Order, the FILO Settlement Order, the FILO Settlement Term Sheet, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the transactions contemplated by the Confirmation Order, (e) the Debtors or the Estates from the Retained FILO Claims, or (f) any Intercompany Claims, which, for the avoidance of doubt, shall be treated in accordance with Section 4.6 of this Plan; and (ii) shall not release any Claims or Causes of Action against any Identified Non-Released Party. Notwithstanding anything else in the Plan, Disclosure Statement, or the Confirmation Order, no Person or Entity not (a) expressly identified on the list of Individual Released Parties, or (b) defined as a Released Party, shall be deemed to be granted a release under the Plan or Confirmation Order, regardless of whether they are specifically identified as a Identified Non-Released Party on Exhibit B of this Plan or the Schedule of Identified Non-Released Parties.

(b) **Third-Party Releases.** Notwithstanding anything contained in the Plan to the contrary, as of the Effective Date, each Releasing Party is deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Released Party from any and all Claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative Claims or Causes of Action asserted or assertable on behalf of the Releasing Parties that such Releasing Parties would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise based on or relating to, or in any manner arising from, in whole or in part: any act or omission, obligation, transaction, transfer, agreement, event, or other occurrence taking place on or before the Effective Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the governance, management, direct or indirect ownership, transactions with, or operation thereof) or their Estates; the Plan Trust; the Plan Trustee; the Litigation Trust; the Litigation Trustee; the Chapter 11 Cases (including the filing and administration thereof); the Wind Down; the Disclosure Statement; the DIP Orders; the negotiation, formulation, preparation, dissemination, or consummation of the transactions contemplated by the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with this Plan (including the Plan Supplement) or any of the other Definitive Documents; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors; the subject matter of, or the transactions or events giving rise to any Claim or Interest that is treated in this Plan; the business or contractual or other arrangements or other interactions between any Releasing Party and any Released Party in connection with the Debtors; the restructuring of any Claim or Interest before or during the Chapter 11 Cases; any other in-or-out-of-court restructuring efforts of the Debtors; any intercompany obligations, transactions, or transfers; the FILO Settlement Order and the transactions contemplated thereby; the formulation, preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of this Plan (including the Plan Supplement) and the

transactions contemplated by the Confirmation Order; the funding of this Plan; the administration and implementation of this Plan or the Confirmation Order, including the distribution of property under this Plan; or any other agreement, act or omission, transaction, transfer, event, or other occurrence related to the foregoing and taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases contained in this Section 12.6(b) (i) shall not be construed as releasing (a) any Released Party from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, willful misconduct, criminal misconduct, or gross negligence, (b) any Claims or Causes of Action assertable by or against the FILO Parties arising from a material misrepresentation, or (c) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan or the transactions contemplated by the Confirmation Order; and (ii) shall not release any Claims or Causes of Action against any Identified Non-Released Party. Nothing contained in this Plan, nor the release of any claims pursuant to the Plan, is evidence of the merit, or lack of merit, of the Claims or Causes of Action released by the Plan, nor is it intended to be evidence, indicative or the merits, or a waiver of any Claims against any Identified Non-Released Party.

(c) Notwithstanding any provision in the Plan to the contrary, nothing in the Plan, the Confirmation Order, the Bankruptcy Code (including section 1141 thereof), or any other document filed in the Debtors' Chapter 11 Cases shall be construed as releasing, discharging, exculpating, or relieving any Person (other than the Debtors) from any fiduciary duties or liabilities under Title I of the Employee Retirement Income Security Act of 1974, as amended from time to time ("ERISA"), with respect to the Pension Plan. PBGC and the Pension Plan shall not be enjoined or precluded from enforcing such fiduciary duties or liabilities under Title I of ERISA as a result of any of the provisions of the Plan, the Confirmation Order, the Bankruptcy Code, or any other document filed in the Debtors' Chapter 11 Cases.

12.7 Exculpation.

To the fullest extent permitted by applicable law, no Exculpated Party shall have or incur liability for, and each Exculpated Party is hereby released and exculpated from, any Cause of Action based on, relating to, or in any manner arising from, in whole or in part, from the Petition Date through the Effective Date: the Debtors (including the governance, management, direct or indirect ownership, transactions with, or operation thereof) or their Estates; the Plan Trust; the Plan Trustee; the Litigation Trust; the Litigation Trustee; the Chapter 11 Cases (including the filing and administration thereof); the Wind Down; the Disclosure Statement; the DIP Orders; the negotiation, formulation, preparation, dissemination, or consummation of the transactions contemplated by the Definitive Documents or any other contract, instrument, release, or document created or entered into in connection with this Plan (including the Plan Supplement) or any of the other Definitive Documents; any other debt or Security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or Security of the Debtors; the business or contractual or other arrangements or other interactions between any Debtor and any Exculpated Party; the restructuring of any Claim or Interest during the Chapter 11 Cases or on the Effective Date; any intercompany obligations, transactions, or transfers; the formulation,

preparation, negotiation, dissemination, solicitation, filing, confirmation, and consummation of this Plan (including the Plan Supplement) and the transactions contemplated by the Confirmation Order; the funding of this Plan; the administration and implementation of this Plan or Confirmation Order, including the distribution of property under this Plan; or any other agreement, act or omission, transaction, transfer, event, or other occurrence related to the foregoing and taking place on or before the Effective Date. Notwithstanding anything to the contrary in the foregoing, the exculpations in this Section 12.7 shall not release or exculpate (a) any Entity from Claims or Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud (*provided* that actual fraud shall not exempt from the scope of these exculpations any Claims or Causes of Action arising under sections 544 or 548 of the Bankruptcy Code or state or foreign laws governing fraudulent or otherwise avoidable transfers or conveyances), willful misconduct, or gross negligence, or (b) any post-Effective Date obligations of any party or Entity under the Plan, the Confirmation Order, any Definitive Document, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

12.8 Waiver of Statutory Limitation on Releases.

EACH RELEASING PARTY IN EACH OF THE RELEASES CONTAINED IN THE PLAN (INCLUDING UNDER ARTICLE XII OF THE PLAN) EXPRESSLY ACKNOWLEDGES THAT ALTHOUGH ORDINARILY A GENERAL RELEASE MAY NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE PARTY RELEASED, IT HAS CAREFULLY CONSIDERED AND TAKEN INTO ACCOUNT IN DETERMINING TO ENTER INTO THE ABOVE RELEASES THE POSSIBLE EXISTENCE OF SUCH UNKNOWN LOSSES OR CLAIMS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH RELEASING PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS CONFERRED UPON IT BY ANY STATUTE OR RULE OF LAW WHICH PROVIDES THAT A RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CLAIMANT DOES NOT KNOW OR SUSPECT TO EXIST IN ITS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY IT MAY HAVE MATERIALLY AFFECTED ITS SETTLEMENT WITH THE RELEASED PARTY, INCLUDING THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542. THE RELEASES CONTAINED IN SECTION 12.6 OF THE PLAN ARE EFFECTIVE REGARDLESS OF WHETHER THOSE RELEASED MATTERS ARE PRESENTLY KNOWN, UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEN OR UNFORESEEN.

12.9 Injunction Related to Releases and Exculpation.

The Confirmation Order shall permanently enjoin the commencement or prosecution by any Entity, whether directly, derivatively, or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, losses, or liabilities released or exculpated pursuant to this Plan, including the claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action, and liabilities released or exculpated in this Plan or the Confirmation Order.

12.10 Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Interests and the respective distributions and treatments thereof under this Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, sections 510(a), 510(b), or 510(c) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right, to reclassify any Allowed Claim or Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

12.11 Retention of Causes of Action and Reservation of Rights.

Except as otherwise provided in this Plan, including in all respects Sections 12.6(a), 12.6(b), 12.7, and 12.8, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims, Causes of Action, rights of setoff or recoupment, or other legal or equitable defenses that the Debtors had immediately prior to the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law. Except as otherwise provided in this Plan, including in all respects Sections 12.6(a), 12.6(b), 12.7, and 12.8, the Debtors, the Plan Trust, and the Litigation Trust, as applicable, shall have, retain, reserve, and be entitled to assert all such claims, Causes of Action, rights of setoff or recoupment, and other legal or equitable defenses as fully as if the Chapter 11 Cases had not been commenced, and all of the Debtors' legal and equitable rights in respect of any Unimpaired Claim may be asserted after the Confirmation Date and Effective Date to the same extent as if the Chapter 11 Cases had not been commenced.

12.12 Ipso Facto and Similar Provisions Ineffective.

Any term of any prepetition policy, prepetition contract, or other prepetition obligation applicable to a Debtor shall be void and of no further force or effect with respect to any Debtor to the extent that such policy, contract, or other obligation is conditioned on, creates an obligation of the Debtor as a result of, or gives rise to a right of any Entity based on (i) the insolvency or financial condition of a Debtor, (ii) the commencement of the Chapter 11 Cases, or (iii) the confirmation or consummation of this Plan, including any change of control that shall occur as a result of such consummation.

12.13 Solicitation of Plan.

As of and subject to the occurrence of the Confirmation Date: (a) the Debtors shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including without limitation, sections 1125(a) and (e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation; and (b) the Debtors and each of their respective directors, officers, employees, affiliates, agents, financial advisors, investment bankers, professionals, accountants, and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan, and therefore are not, and on account of such offer,

issuance, and solicitation shall not be, liable at any time for any violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of any securities under the Plan.

12.14 Corporate and Limited Liability Company Action.

Upon the Plan Trust Establishment Date or the Effective Date, as applicable, all actions contemplated by the Plan (including any action to be undertaken by the Plan Trust) shall be deemed authorized and approved in all respects, and, to the extent taken prior to the Plan Trust Establishment Date or the Effective Date, as applicable, ratified without any requirement for further action by holders of Claims or Interests, the Debtors, or any other Entity or person. All matters provided for in the Plan involving the corporate structure of the Debtors, and any corporate action required by the Debtors in connection with the Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Security holders, directors, members, managers, or officers of the Debtors, the Plan Trust, or the Plan Trustee. On or (as applicable) before the Effective Date, the authorized officers of the Debtors, as applicable, shall be authorized and directed to issue, execute, and deliver the agreements, documents, and instruments contemplated by the Plan (or necessary or desirable to effect the transactions contemplated by the Plan). The authorizations and approvals contemplated by this Section 12.14 shall be effective notwithstanding any requirements under non-bankruptcy law.

12.15 Release of Liens.

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, and compromised and all rights, titles, and interests of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall revert to the Plan Trust.

ARTICLE XIII. RETENTION OF JURISDICTION.

13.1 Retention of Jurisdiction.

On and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to sections 1334 and 157 of title 28 of the United States Code, over all matters arising in, arising under, or related to the Chapter 11 Cases for, among other things, the following purposes:

(a) to hear and determine motions and/or applications for the assumption or rejection of executory contracts or unexpired leases and any disputes over Cure Amounts resulting therefrom;

(b) to determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the entry of the Confirmation Order;

(c) to hear and resolve any disputes arising from or related to (i) any orders of the Bankruptcy Court granting relief under Bankruptcy Rule 2004 or (ii) any protective orders entered by the Bankruptcy Court in connection with the foregoing;

(d) to ensure that Plan Distributions to holders of Allowed Claims and Interests are accomplished as provided in this Plan and the Confirmation Order and to adjudicate any and all disputes arising from or relating to distributions under this Plan;

(e) to consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, including to allow, disallow, determine, liquidate, classify, estimate, or establish the priority, secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any administrative or priority Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount, or allowance of claims or interests;

(f) to hear and determine settlements and disputes with respect to any Plan Trust Asset, including any Cause of Actions transferred to the Plan Trust;

(g) to hear and determine settlements and disputes with respect to any Litigation Trust Asset, including any Cause of Actions transferred to the Litigation Trust;

(h) to determine any motion, adversary proceeding, application, contested matter, or other litigated matter pending on or commenced after the Confirmation Date, including any such motions, adversary proceeding, application, contested matter or other litigated matter brought by the Plan Trustee or the Litigation Trustee, including any disputes between the Litigation Trustee and the Estate Representative as set forth in the Litigation Trust Agreement and Section 5.8 of the Plan;

(i) to enter, implement, or enforce such orders as may be appropriate in the event that the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(j) to issue and enforce injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Entity with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(k) to hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code or approve any modification of the Confirmation Order or any contract, instrument, release, or other agreements or document created in connection with this Plan, the Disclosure Statement, or the Confirmation Order (in each case, to the extent Bankruptcy Court approval is necessary), or to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, the Confirmation Order, or any order of the Bankruptcy Court, in such a manner as may be necessary to carry out the purposes and effects thereof;

(l) to hear and determine all Professional Fee Claims;

(m) to resolve disputes concerning any reserves with respect to Disputed Claims or the administration thereof;

(n) to hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, any transactions or payments in furtherance of either, or any agreement, instrument, or other document governing or related to any of the foregoing;

(o) to hear and determine all disputes involving the existence, nature, scope or enforcement of any exculpations, discharges, injunctions and releases granted in the Plan;

(p) to take any action and issue such orders, including any such action or orders as may be necessary after entry of the Confirmation Order or the occurrence of the Effective Date, as may be necessary to construe, enforce, implement, execute, and consummate this Plan, Plan Supplement, and Confirmation Order;

(q) to determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(r) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including any requests for expedited determinations under section 505(b) of the Bankruptcy Code);

(s) to hear and determine any other matters related to the Chapter 11 Cases and not inconsistent with the Bankruptcy Code or title 28 of the United States Code;

(t) to resolve any disputes concerning whether an Entity had sufficient notice of the Chapter 11 Cases, the Disclosure Statement, any solicitation conducted in connection with the Chapter 11 Cases, any Bar Date or Administrative Expense Claims Bar Date established in the Chapter 11 Cases, or any deadline for responding or objecting to a Cure Amount, in each case, for the purpose for determining whether a Claim or Interest is discharged hereunder or for any other purposes;

(u) to hear, adjudicate, decide, or resolve any and all matters related to ARTICLE XII of this Plan, including the releases, discharge, exculpations, and injunctions issued thereunder;

(v) to enforce all orders previously entered by the Bankruptcy Court

(w) to hear and determine any rights, Claims, or Causes of Action held by or accruing to the Debtors pursuant to the Bankruptcy Code or pursuant to any federal statute or legal theory;

(x) to recover all Assets of the Plan Trust, the Litigation Trust, the Debtors and property of the Estates, wherever located;

(y) to hear and determine all disputes between the Debtors or Plan Trust, on one hand, and the Litigation Trustee, on the other; and

(z) to enter a final decree closing each of the Chapter 11 Cases;

provided, however, that (i) any mediation requirements in the FILO Settlement Term Sheet, the Litigation Trust Agreement, the Litigation Funding Agreement, the Transition Services Agreement, the Trustee Engagement Letter (as defined in the FILO Settlement Order), and the DIP Amendment (as defined in the FILO Settlement Order) shall be given full force and effect and (ii) to the extent the Bankruptcy Court lacks, or otherwise abstains from exercising, jurisdiction over any matter relating to the FILO Settlement Term Sheet, the Litigation Trust Agreement, the Litigation Funding Agreement, the Transition Services Agreement, the Trustee Engagement Letter (as defined in the FILO Settlement Order), and the DIP Amendment (as defined in the FILO Settlement Order), then the applicable jurisdictional, forum selection, and dispute resolution clauses in such documents shall govern.

13.2 Courts of Competent Jurisdiction.

If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of this Plan, such abstention, refusal, or failure of jurisdiction shall have no effect upon and shall not control, prohibit, or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

ARTICLE XIV. MISCELLANEOUS PROVISIONS.

14.1 Statutory Fees.

All Statutory Fees due and payable prior to the Effective Date shall be paid by the Debtors or the Plan Trustee in full on the Effective Date. As of the Plan Trust Establishment Date, the Plan Trustee shall assume primary responsibility for the payment of all Statutory Fees. On and after the Plan Trust Establishment Date, the Plan Trustee shall pay any and all Statutory Fees when due and payable, and shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee. After the Effective Date, each Debtor or Plan Trustee, as applicable, shall remain obligated to file post-confirmation quarterly reports and to pay Statutory Fees to the U.S. Trustee until the earliest of that particular Debtor's, or Plan Trustee's (on behalf of a Debtor), as applicable, case being closed, dismissed, or converted to a case under Chapter 7 of the Bankruptcy Code. Notwithstanding anything to the contrary herein, the U.S. Trustee shall not be required to file a Proof of Claim or any other request for payment of Statutory Fees.

14.2 Exemption from Certain Transfer Taxes.

Pursuant to and to the fullest extent permitted by section 1146(a) of the Bankruptcy Code, (a) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors; or (b) the issuance, renewal, modification, or securing of indebtedness by such means, and the making, delivery or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan (including the Confirmation Order), shall not be subject to any document recording tax, stamp tax, conveyance fee or other similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, document recording tax, intangibles

or similar tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, sales tax, use tax or other similar tax or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or Governmental Unit in which any instrument hereunder is to be recorded shall, pursuant to the Confirmation Order, be ordered and directed to accept such instrument without requiring the payment of any filing fees, documentary stamp tax, deed stamps, stamp tax, transfer tax, intangible tax or similar tax.

14.3 Dissolution of Creditors' Committee.

On the Effective Date, the Creditors' Committee, if any, shall dissolve, and the members thereof shall be released and discharged from all rights and duties arising from, or related to, the Chapter 11 Cases. The Debtors or the Plan Trust, as applicable, shall not be responsible for paying the fees or expenses incurred by the members of or advisors to the Creditors' Committee after the Effective Date.

14.4 Request for Expedited Determination of Taxes of the Debtors.

The Debtors, Plan Administrator Committee, and Plan Trustee shall have the right to request an expedited determination under section 505(b) of the Bankruptcy Code with respect to tax returns of the Debtors filed, or to be filed, for any and all taxable periods ending after the Petition Date through the Wind Down Completion Date.

14.5 Dates of Actions to Implement Plan.

In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day but shall be deemed to have been completed as of the required date.

14.6 Amendments.

(a) **Plan Modifications.** This Plan may be amended, supplemented, or otherwise modified by the Debtors (with the consent of the Creditors' Committee, not to be unreasonably withheld, conditioned, or delayed) in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as otherwise ordered by the Bankruptcy Court; *provided* that any amendment, supplement, or modification that adversely affects the Litigation Trust shall also require the consent of the Litigation Trustee (or prior to the appointment of the Litigation Trustee, the FILO DIP Agent) (such consent, not to be unreasonably withheld, conditioned, or delayed). In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Allowed Claims pursuant to this Plan, the Debtors may remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes or effects of this Plan and any holder of a Claim or Interest that has accepted this Plan shall be deemed to have accepted this Plan as amended, supplemented, or otherwise modified.

(b) **Certain Technical Amendments.** Prior to the Effective Date, the Debtors (with the consent of the Creditors' Committee, not to be unreasonably withheld, conditioned, or

delayed) may make appropriate technical adjustments and modifications to this Plan without further order or approval of the Bankruptcy Court, as long as such technical adjustments and modifications do not adversely affect in a material way the treatment of the holders of Claims or Interests under this Plan; *provided* that any adjustment or modification that adversely affects the Litigation Trust shall also require the consent of the Litigation Trustee (or prior to the appointment of the Litigation Trustee, the FILO DIP Agent) (such consent, not to be unreasonably withheld, conditioned, or delayed).

14.7 Revocation or Withdrawal of Plan.

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date. If this Plan has been revoked or withdrawn prior to the Effective Date, or if confirmation or the occurrence of the Effective Date does not occur on the Effective Date, then (a) this Plan shall be null and void in all respects, (b) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or unexpired leases affected by this Plan, and any document or agreement executed pursuant to this Plan shall be deemed null and void, and (c) nothing contained in this Plan shall (i) constitute a waiver or release of any Claim by or against, or any Interest in, any Debtor or any other Entity, (ii) prejudice in any manner the rights of the Debtors or any other Entity, including the holders of Claims, or (iii) constitute an admission, acknowledgement, offering, or undertaking of any sort by any Debtor or any other Entity; *provided* that notwithstanding the foregoing all actions authorized to be taken pursuant to the Confirmation Order and FILO Settlement Order and all terms of the Confirmation Order and FILO Settlement Order shall remain in full force and effect and the Litigation Trust Assets shall remain property of the Litigation Trust and the Plan Trust Assets shall remain property of the Plan Trust, and in each case, not revert to the Debtors or the Estates.

14.8 Notice of Effective Date.

As soon as practicable, but not later than three (3) Business Days following the Effective Date, the Debtors shall file a notice of the occurrence of the Effective Date with the Bankruptcy Court.

14.9 Substantial Consummation.

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

14.10 Governing Law.

Except to the extent that the Bankruptcy Code or other federal law is applicable or to the extent that this Plan or the Confirmation Order provides otherwise, the rights, duties, and obligations arising under this Plan and the Confirmation Order shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York, without giving effect to the principles of conflicts of laws thereof (other than section 5-1401 and section 5-1402 of the New York General Obligations Law).

14.11 Immediate Binding Effect.

Notwithstanding Bankruptcy Rules 3020(e), 6004(h), 7062, or otherwise, upon the occurrence of the Confirmation Date, the terms of this Plan, the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon and inure to the benefit of the Debtors, the Plan Trustee, the Litigation Trustee, the holders of Claims or Interests (regardless of whether the holders of such Claims or Interests are deemed to have accepted or rejected this Plan), the Released Parties, and each of their respective successors and assigns.

14.12 Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in this Plan shall be binding on and shall inure to the benefit of any heir, executor, administrator, successor, or permitted assign, Affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each such Entity.

14.13 Entire Agreement.

On the Effective Date, this Plan, the Plan Supplement, and the Confirmation Order shall supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan and Confirmation Order.

14.14 Severability of Plan Provisions.

If, before the entry of the Confirmation Order, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is (a) valid and enforceable pursuant to its terms, (b) integral to the Plan and may not be deleted or modified without the consent of the Debtors or the Plan Trust (as the case may be), and (c) non-severable and mutually dependent.

14.15 Additional Documents.

On or before the Effective Date, the Debtors may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors, the Plan Trustee, the Litigation Trustee, and all holders of Claims receiving Plan Distributions pursuant to the Plan and all other parties in interest shall, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

14.16 Deemed Acts.

Subject to and conditioned on the occurrence of the Effective Date, whenever an act or event is expressed under the Plan to have been deemed done or to have occurred, it shall be deemed to have been done or to have occurred without any further act by any party, by virtue of the Plan and the Confirmation Order.

14.17 Computing Time.

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth in this Plan or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

14.18 Exhibits to Plan.

All exhibits, schedules, supplements, and appendices to this Plan (including the Plan Supplement) are incorporated into and are a part of this Plan as if set forth in full in this Plan.

14.19 Notices.

All notices, requests, and demands hereunder shall be in writing (including by facsimile or email transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile or email transmission, upon confirmation of transmission, addressed as follows:

(1) If to the Debtors, to:

Steward Health Care System LLC
2811 McKinney Avenue, Suite 300
Dallas, Texas 75204.
Attn: John R. Castellano, Chief Restructuring Officer
Email: JCastellano@alixpartners.com

with a copy (which will not constitute notice) to:

Weil, Gotshal & Manges LLP
767 Fifth Avenue
New York, New York 10153
Attn: Jeffrey D. Saferstein
Jason H. George
Email: jeffrey.saferstein@weil.com
jason.george@weil.com

-and-

700 Louisiana Street, Suite 3700
Houston, Texas 77002
Attn: Clifford W. Carlson

Stephanie N. Morrison
Email: clifford.carlson@weil.com
stephanie.morrison@weil.com

-and-

1395 Brickell Avenue, Suite 1200
Miami, Florida 33131
Attn: David J. Cohen
Email: davidj.cohen@weil.com

-and-

Latham & Watkins LLP
1271 Avenue of Americas
New York, New York 10020
Attn: Ray C. Schrock
Candace M. Arthur
Email: ray.schrock@lw.com
candace.arthur@lw.com

(2) If to the Creditors' Committee, to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York 10036
Attn: Ira S. Dizengoff
Brad M. Kahn
Avi E. Luft
Email: idizengoff@akingump.com
bkahn@akingump.com
aluft@akingump.com

-and-

2300 N. Field Street, Suite 1800
Dallas, Texas 75201
Attn: Sarah Link Schultz
Email: sschultz@akingump.com

(3) If to the Plan Trustee to:

Force Ten Partners, LLC
100 Crescent Court, 7th Floor
Dallas, Texas 75201
Attn: Monica Blacker

Email: mblacker@force10partners.com

with a copy (which will not constitute notice) to:

McGuireWoods LLP

Texas Tower
845 Texas Ave., Suite 2400
Houston, Texas 77002
Attn: Demetra Liggins
Email: dliggins@mcguirewoods.com

-and-

Weil, Gotshal & Manges LLP

1395 Brickell Avenue, Suite 1200
Miami, Florida 33131
Attn: David J. Cohen
Email: davidj.cohen@weil.com

-and-

700 Louisiana Street, Suite 3700
Houston, Texas 77002
Attn: Clifford W. Carlson
Stephanie N. Morrison
Email: clifford.carlson@weil.com
stephanie.morrison@weil.com

(4) If to the Litigation Trustee to:

Province Fiduciary Services, LLC

2360 Corporate Circle, Suite 340
Henderson, Nevada 89074
Attn: Mark Kronfeld
Email: mkronfeld@provincefirm.com

with a copy (which shall not constitute notice) to:

Province, LLC

2360 Corporate Circle, Suite 340
Henderson, Nevada 89074
Attn: David W. Dachelet, Esq.
Email: ddachelet@provincefirm.com

(5) If to the FILO Parties to:

Milbank LLP

55 Hudson Yards
New York, New York 10001

Attn: Mike Price
Andrew Harmeyer
Brian Kinney

Email: mprice@milbank.com
aharmeyer@milbank.com
bkinney@milbank.com

After the occurrence of the Effective Date, the Debtors and the Plan Trustee have authority to send a notice to Entities that, to continue to receive documents pursuant to Bankruptcy Rule 2002, such entities must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. Notwithstanding the foregoing, the U.S. Trustee need not file such a renewed request and shall continue to receive documents without any further action being necessary. After the occurrence of the Effective Date, the Debtors and the Plan Trustee are authorized to limit the list of entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities that have filed such renewed requests.

14.20 Reservation of Rights.

Except as otherwise provided herein, this Plan shall be of no force or effect unless the Bankruptcy Court enters the Confirmation Order. None of the filing of this Plan, any statement or provision of this Plan, or the taking of any action by the Debtors with respect to this Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to any Claims or Interests prior to the Effective Date.

[Remainder of Page Intentionally Left Blank]

Dated: July 11, 2025
Chicago, Illinois

Respectfully submitted,

By: /s/  _____
DocuSigned by:
D6044286547E4F2...
Name: John R. Castellano
Title: Chief Restructuring Officer

*On behalf of Steward Health Care System LLC
and each of Its Debtor Affiliates*

Exhibit A

Individual Released Parties

- Alan Carr
- Carlos Hernandez
- David Barnhardt
- Eugene (Jay) Sullivan
- Gail Schlesinger
- General H.R. McMaster
- Henry (Nick) Nickells
- Jeffrey Morales
- Jennifer Hunt
- John Boehner
- John Castellano
- Joseph Weinstein
- Katchena Potter
- Mary Beth Taylor
- Nathalie Hibble
- Octavio Diaz
- Rich Iannessa
- Sr. Vimala Vadakumpadan
- Susan Brown
- William Transier

Exhibit B

Identified Non-Released Parties

- Alessandra Pace
- Armin Ernst
- Brian Carty
- Christopher Dunleavy
- Craig Jesiolowski
- David Chicoine
- David Friend
- David Morales
- Herbert Holtz
- James Karam
- James Lenehan
- Jill Moretto
- John Polanowicz
- Joseph Ciccolo
- Joseph Maher
- Joshua Putter
- Mark Girard
- Mark Rich
- Michael Callum
- Miroslav Boyanov
- Nadine Delicata
- Ralph de la Torre
- Robert Guyon
- Ruben King-Shaw Jr.
- Sanjay Shetty
- 5326 Old Buena Vista Road LLC
- Ad Astra Per Aspera LLC
- CareMax, Inc.
- Cayman TRS Holdings
- Cerberus Capital Management, L.P.
- Cerberus International II Master Fund LP
- Cerberus Partners II LP
- Cerberus Series Four Holdings LLC
- de la Torre Foundation
- de la Torre Family Foundation
- Management Health Services Colombia S.A.S.
- Management Health Services LLC
- Manolete Health Investors LLC
- Manolete Health LLC
- Medical Properties Trust, Inc.
- MPT Sycamore Opco LLC
- Ralph de la Torre Revocable Trust
- RDLT – SHCI Investor LLC
- RDLT – SHCI Manager LLC
- Sagamore Capital Management, LLC
- Santa Clara Holdings LLC
- Sparta Holding Co. LLC
- Steward Health Care International
- Steward Health Care International (Malta) Ltd
- Steward Health Care International Colombia S.A.S.
- Steward Health Care Investors LLC
- Steward Health Care International Investors LLC
- Steward Health Care International Kingdom of Saudi Arabia, S.L.
- Steward Health Care International Ltd
- Steward Health Care International S.L
- Steward Malta Assets Ltd
- Steward Malta Ltd
- Steward Malta Management Ltd
- Steward Malta Personnel Limited
- Steward Management Holdings LLC
- Tenet Healthcare Corporation
- TRACO International Group S. DE R.L.

Exhibit C

FILO Settlement Term Sheet

SETTLEMENT AND STAY RELIEF TERM SHEET

April 28, 2025

This Term Sheet sets forth the material substantive terms pursuant to which the Debtors, the FILO DIP/Bridge Agent and Lenders (the “FILO Parties”), and the Unsecured Creditors Committee (“UCC”) will support entry of an order resolving requests for relief from the stay by the FILO Parties.

1. This Term Sheet must be approved by an order of the Bankruptcy Court, pursuant to sections 361, 362, 363 and 105 of the Bankruptcy Code and Bankruptcy Rules 4001(d)(iii), 6004, and 9019 (the “Approval Order”), entered not later than May 28, 2025 (the “Approval Milestone”). In addition, the Debtors shall file a motion seeking the Bankruptcy Court’s approval of the Approval Order (the “Approval Motion”) by no later than April 28, 2025 (the “Motion Milestone”). If the Debtors do not satisfy either the Motion Milestone or the Approval Milestone, this agreement will be of no further force or effect.¹
2. All of the Estate (as defined below) assets identified on **Schedule 1** hereto (the “Litigation Trust Assets”) will be transferred free and clear (to the fullest extent permissible by applicable law) to the “Litigation Trust,” a trust to be created. The Estate assets that are not Litigation Trust Assets shall be retained by the Estate (the “Retained Assets”).² The terms of the

¹ The milestones and other dates and deadlines contained herein may be extended by e-mail agreement amongst counsel to the Debtors, FILO Parties, and UCC.

² The Retained Assets shall include, without limitation, (i) the Estate’s reversionary interests (if any) in the Professional Fees Escrow Account, the Physician Insurance Account (each as defined in the FILO DIP Order (Docket No. 1538)), the Expense Escrow Account (as defined in the MPT Settlement Order (Docket No. 2610)), and in each case, the amounts deposited therein, and (ii) any equity interests in any Debtor. To the extent that the Estate realizes cash or other value on account of any Retained Assets that comprise, would have comprised or are derived from FILO DIP collateral (“Retained Collateral”) (which shall exclude, for the avoidance of doubt, the Class B interests, any proceeds thereof, and any proceeds funded to, advanced to, or authorized to be used by the Estate in accordance with this Term Sheet) the Estate shall promptly turn over such cash or other value to the Litigation Trust for distribution in accordance with the Litigation Trust’s distribution waterfall. To the extent that any Retained Collateral is identified that could be monetized for value, the Estate shall use commercially reasonable efforts to monetize such Retained Collateral in coordination, and in a manner reasonably agreed upon, with the Litigation Trustee at the Litigation Trust’s sole expense and paid in advance pursuant to the TSA (for the avoidance of doubt, any reasonable and documented costs incurred by the Estate in connection with such agreed upon monetization process shall be charged to the Litigation Trust at the Estate’s cost). The Approval Order shall provide that from and after the Trust Establishment Date (as defined below), the Retained Collateral (which includes, for the avoidance of doubt, all proceeds derived therefrom) shall be held in trust exclusively for the benefit of

Litigation Trust will be governed by a trust agreement consistent with this Term Sheet and otherwise mutually agreeable to the parties, with approval not to be unreasonably withheld, conditioned or delayed (the “Litigation Trust Agreement”).

3. The Approval Order will provide that the Litigation Trust Assets will be transferred to the Litigation Trust on the earlier of (i) July 8, 2025; and (ii) one (1) business day after the confirmation date of any confirmed plan (the actual date of transfer of the assets is the “Trust Establishment Date”). The Debtors and FILO DIP Lenders will enter into an amendment to the FILO DIP credit agreement providing for an extension of the FILO DIP maturity date through (i) in the first instance, the Motion Milestone, (ii) if the Debtors satisfy the Motion Milestone, the Approval Milestone, and (iii) if the Debtors satisfy the Approval Milestone, through the date by which the Litigation Trust Assets are required to have been transferred to the Litigation Trust pursuant to the immediately preceding sentence. It shall be an Event of Default under the FILO DIP Credit Agreement if the Debtors or UCC materially breach their respective obligations to the FILO Parties under this Term Sheet or the Plan Support Agreement Term Sheet, and such breach is not cured within three business days of the FILO Parties providing written notice of such breach to Debtors’ and UCC’s counsel.
4. On the Trust Establishment Date, the releases set forth in **Exhibit A** shall go into full force and effect; provided that, for the avoidance of doubt, the release will not include (i) \$10 million of principal claims outstanding under the FILO Bridge facility (the “Retained FILO Claim”), which shall, until the earlier of (a) the timely satisfaction of the Confirmation Milestone or (b) satisfaction of such Retained FILO Claim in full in cash, remain secured by the Retained Cash and any other assets of the Debtors’ estates or any successor(s) thereto (collectively, the “Estate”) (provided that the negative pledge provisions and other rights and entitlements of the Litigation Trust with respect to the Retained Collateral shall survive and remain unaffected notwithstanding such timely occurrence of the Confirmation Milestone or satisfaction of the Retained FILO Claim); or (ii) the rights or entitlements of the FILO Parties or the Litigation Trust contemplated by this Term Sheet or the Plan Support Agreement Term Sheet (or any further documentation memorializing the same), including, without limitation, the FILO Parties’ rights to receive Retained Cash as a paydown on the Class A-

the Litigation Trust and shall be subject to a negative pledge by the Estate and not made available (pursuant to subsequent order of the court or otherwise) other than for distribution in accordance with the Litigation Trust’s distribution waterfall as contemplated by this footnote 2.

2 Preference pursuant to paragraph 6 of this Term Sheet and the Litigation Trust's rights under the TSA.

5. As a condition precedent to the effectiveness of this Term Sheet, (i) the Debtors shall have made a prepayment of the FILO DIP Loans by April 28, 2025, in the amount of no less than \$30.3 million (the "Required Prepayment"), and (ii) the Debtors and the FILO Parties shall have executed an amendment to the FILO DIP Credit Agreement (the "DIP Amendment") approving the budget annexed to the DIP Amendment (the "DIP Budget").
6. The Debtors will hold \$15 million (the "Retained Cash") in a third-party escrow account subject to the lien of the Retained FILO Claim. If the Retained Cash is not authorized to be utilized by the Debtors pursuant to an order confirming a chapter 11 plan consistent with the terms of Section 1 of the Plan Support Agreement Term Sheet ("Plan"), which order is entered on or prior to August 1, 2025 (the "Confirmation Milestone"), the Retained Cash will be paid to the FILO Parties as a paydown on the Retained FILO Claim until paid in full in cash and the remainder as a paydown on the Class A-2 Preference. If an order confirming the Plan is entered prior to the Confirmation Milestone, the Debtors may use the Retained Cash for any purposes authorized under the Plan.
7. The Litigation Trust will be governed pursuant to the Litigation Trust Agreement creating and governing the Litigation Trust:
 - a. The Litigation Trust will have three beneficiary classes:
 - i. Class A-1 interests, which shall (i) represent the rights and entitlements of the parties that from time to time extend or are deemed to have extended funding under the Litigation Funding (the "Litigation Funders") and their representative (the "Litigation Funding Agent") and (ii) have a distribution and liquidation preference as set forth in this Term Sheet.
 - ii. Class A-2 interests will be held by the FILO Parties and their successors, which interests shall have a distribution and liquidation preference as set forth in this Term Sheet (together with the Class A-1 interests, the "Class A interests").

The definitive documentation will provide that the Class A interests will only be transferrable (i) pursuant to an available exemption under the Securities Act of 1933, as amended (the "Securities Act"), or a registration of such Class A

interests under the Securities Act, and (ii) so long as any proposed transfer would not result in a requirement that the Class A interests be registered under the Securities Act. Such definitive documentation will specify the process, conditions, and documentation under which any such transfer of the Class A interests would be effectuated, and shall entitle the Litigation Trustee (as defined below) to, in its reasonable discretion at any time the Class A interests are not registered, and other than with respect to a transfer by operation of law, obtain an opinion from counsel to the transferor to the effect that the proposed transfer may be made to the applicable transferee without registration under the Securities Act, in reliance upon an exemption from such registration requirement.

The definitive documentation shall also contain customary representations and warranties of each initial holder of the Class A interests to the effect that it is an accredited investor and a qualified institutional buyer, possesses appropriate investment experience, and is acquiring the interests for its own account and not with a view toward distribution. To the extent such representations cannot be made by each FILO Party on the date of issuance, then at any time the Class A interests are not registered, all such Class A interests shall be non-transferable (other than by will, intestate, or operation of law).

The FILO Agent or its designee, acting at the direction of FILO Parties holding Class A-2 interests entitled to a majority in amount of the outstanding Class A-2 Preference, shall be the representative of the Class A-2 interests (the “Class A-2 Representative”).

- iii. Class B interests will be held by Steward Health Care Holdings LLC, on behalf of the Estate, or by any successor entity that may be established under a confirmed plan (each, a “Successor Entity”).

The definitive documentation will provide that the Class B interests will only be transferrable (i) to any liquidating trust

or other similar vehicle formed under and following a confirmed plan or otherwise formed pursuant to applicable law or (ii) (A) pursuant to an available exemption under the Securities Act of 1933, as amended (the “Securities Act”) and so long as any proposed transfer would not result in a requirement that the Class B interests be registered under the Securities Act, or a registration of such Class B interests under the Securities Act, and (B) if such transfer is to occur prior to the effective date of any confirmed plan, with the consent of the Litigation Trustee (not to be unreasonably withheld, conditioned or delayed) if the purpose of the transfer is to obtain proceeds to pay costs and expenses of the Successor Entity, including taxes. Such definitive documentation will specify the process, conditions, and documentation under which any such transfer of the Class B interests would be effectuated, and other than with respect to a transfer by operation of law or pursuant to bankruptcy court order or confirmed plan, shall entitle the Litigation Trustee to, in its reasonable discretion at any time the Class B interests are not registered, obtain an opinion from counsel to the transferor to the effect that the proposed transfer may be made to the applicable transferee without registration under the Securities Act, in reliance upon an exemption from such registration requirement.

There shall be a single representative of the Class B interests at any given time (the “Class B Representative”), which shall initially be the Transformation Committee, on behalf of the Estate. If a plan is confirmed, the terms of the Plan and the Confirmation Order will determine the successor Class B Representative on or before the Effective Date of the Plan. If the Chapter 11 Cases are converted to Chapter 7 cases, the Chapter 7 Trustee (or its designee) will be the Class B Representative.

- iv. Any right to receive Litigation Trust interests will not, and is not intended to, constitute “securities” and, accordingly, will not be registered pursuant to the Securities Act or any applicable state or local securities law. However, if it should be determined that any such Litigation Trust interests constitute “securities,” the exemption provisions of section 4(a)(2) of the Securities Act will be satisfied and the offer and sale of such interests will be exempt from registration under the Securities Act.

- b. The identity of the trustee of the Litigation Trust (the “Litigation Trustee”) shall be a party to be identified. The terms of the Litigation Trustee’s engagement shall be acceptable to the Debtors, FILO Parties, and the UCC. The Debtors and the UCC will have the right to consent to the selection of any successor Litigation Trustee (including the terms of such successor Litigation Trustee’s engagement), such consent not to be unreasonably withheld, conditioned, or delayed.
- c. The Litigation Trustee will be a fiduciary and owe fiduciary duties to all Litigation Trust beneficiaries, collectively.
- d. Except as specifically set forth in the following subparagraphs, the Litigation Trustee will have exclusive governance authority over the Litigation Trust.
- e. With respect to the Litigation Trust Assets set forth on the schedule agreed to contemporaneously herewith among the Debtors, the FILO Parties, and the UCC (the “Threshold Schedule”), the following consents shall be required:
 - i. For a settlement proposal or monetization opportunity (each, a “Proposal”) for which the Specified Value (as defined below) meets or exceeds the applicable Minimum Thresholds set forth on the Threshold Schedule but that does not meet or exceed the applicable Maximum Thresholds set forth on the Threshold Schedule, the Litigation Trustee may decide, without obtaining the consent of any other party, whether to accept or reject such settlement in its sole judgement consistent with its fiduciary duties, in each case, subject to clauses (iii) – (v) of this paragraph 7.e., including, without limitation, the Minimum Threshold adjustments set forth in such clauses.
 - ii. For a Proposal for which the Specified Value exceeds the applicable Maximum Thresholds set forth on the Threshold Schedule, the Litigation Trustee shall accept and implement such Proposal unless the Litigation Trustee reasonably determines based on the advice of outside counsel that accepting and implementing such Proposal is inconsistent with its fiduciary duties.

- iii. If the FILO Balance is in an Underpayment State, (a) each Minimum Threshold shall be deemed to be equal to 80% of its stated value set forth in the Threshold Schedule unless and until the FILO Balance is no longer in an Underpayment State and (b) the Litigation Trustee shall be authorized to accept a Proposal that does not meet or exceed the applicable Minimum Thresholds as then in effect without obtaining the consent of any other party if the Litigation Trustee (i) determines in the exercise of its fiduciary duties based on the advice of outside counsel that it is required to accept the Proposal and (ii) provides five (5) business days' written notice (the "Notice Period") to the Class A-2 Representative and the Class B Representative (the "Notice Parties") of its intent to accept a Proposal; *provided* that during the Notice Period, each Notice Party shall be entitled to object to the Litigation Trustee accepting a Proposal by delivering an objection in writing to the Litigation Trustee and the other Notice Party (which objection shall specify in reasonable detail the grounds for the objection) (an "Objection"), and upon such an Objection, the objecting party shall promptly arrange a conference with Judge Isgur, in his capacity as mediator. If a successful resolution is not achieved within three (3) business days of the commencement of such mediation (which period may be extended by the Litigation Trustee in its sole discretion in writing) (the "Mediation Period"), the parties may seek resolution by the Bankruptcy Court on an emergency basis.
- iv. If the FILO Balance is not in an Underpayment State, the Litigation Trustee will not accept any Proposal unless (a) the Class A-2 Representative and Class B Representative have authorized such acceptance; (b) the Proposal exceeds the applicable Minimum Thresholds by 20% or more, in which case the consent of no other party shall be required; or (c) the Litigation Trustee (i) determines in the exercise of its fiduciary duties based on the advice of outside counsel that it is required to accept the Proposal, in which case the consent of no other party shall be required, and (ii) provides five (5) business days' written notice to the Notice Parties of its intent to accept a Proposal; *provided* that during the Notice Period, each Notice Party shall be entitled to object to the Litigation Trustee accepting a Proposal by delivering an Objection to the Litigation Trustee and the other Notice Party, and upon such an Objection, the objecting party shall promptly arrange a conference with Judge Isgur, in his capacity as mediator. If a

successful resolution is not achieved within the Mediation Period, the parties may seek resolution by the Bankruptcy Court on an emergency basis.

- v. At the FILO Parties' election, the FILO Parties may, on one or more occasions, increase the deemed value of a Specified Value with the effect that it is treated as meeting the applicable Minimum Thresholds by contributing Class A-2 interests having a Class A-2 Preference equal to the difference between the Net Offered Specified Value and the highest applicable Net Minimum Specified Value (each as defined below).
- vi. "Specified Value" shall be equal to the gross cash and cash equivalent proceeds of a Proposal.
- vii. "Net Minimum Specified Value" is equal to the Minimum Threshold set forth in the Threshold Schedule less the pro forma contingency fee that would be payable in connection with a Proposal equal to such Minimum Threshold.
- viii. "Net Offered Specified Value" is equal to the Specified Value less any contingency fee payable to the Trust's counsel, in each case, with respect to the applicable Proposal.
- f. With respect to the disposition of Litigation Trust Assets not set forth on the Threshold Schedule, the disposition shall be carried out by the Litigation Trustee, exercising its reasonable business judgment.
- g. The Litigation Trustee shall not agree to a contingency fee in excess of 20% of the gross proceeds of a litigation without the written consent of the Class A-2 Representative and the Class B Representative, other than any existing contingency fee arrangements approved by the Bankruptcy Court as of the Trust Establishment Date.
- h. The Estate or Class B Representative, as applicable, shall have the right to pay in full or any portion of the FILO Balance, in cash, without any prepayment penalty at any time. Once the FILO Balance has been reduced to \$0, (i) the rights granted to the Class A-2 Representative hereunder shall inure to the Class B Representative and the rights of the Class B Representative hereunder shall inure to the Litigation Funding Agent for the benefit of the holders of the Variable Component and (ii) the Class B Representative may replace the Litigation Trustee subject to the

terms of the Litigation Trustee's agreement with the Litigation Trust (which agreement shall be consistent with this Term Sheet and otherwise reasonably acceptable to the Debtors, the FILO Parties, and the UCC).

- i. Distributions from the Litigation Trust shall be subject to the following priorities:
 - i. Fees of the Litigation Funding Agent and the Class A-2 Representative (which shall be \$50,000 per month for each position), and indemnification and reasonable and documented expenses of (A) the Litigation Trust (including payments owing under the TSA, which shall be paid to the Estate), and (B) the Litigation Funding Agent, the Litigation Funders, the Class A-2 Representative, and the FILO Parties (solely with respect to this clause (B), subject to an aggregate cap not to exceed: (i) \$500,000 per month for the initial three-month period commencing on the Trust Establishment Date, (ii) \$350,000 per month for the nine-month period following such initial three-month period, and (iii) \$220,000 per month³ thereafter; provided that such cap shall not apply to the FILO Parties before the Trust Establishment Date; provided further that, (i) to the extent that the aggregate expenses incurred in any given month by the parties referenced in the immediately preceding clause (B) are less than the amount of such monthly cap, the amount of such variance will roll forward and increase such monthly cap in the following months until such variance is used and (ii) to the extent that the aggregate expenses incurred in any given month by the parties referenced in the immediately preceding clause (B) exceed the amount of such monthly cap, the amount of such variance can be carried forward and satisfied in future months to the extent there is availability under the applicable monthly cap in any such future month).
 - ii. Class A-1 interests until the Class A-1 Preference, the Upfront Premium, and, subject to paragraph 13 of this Term Sheet, the Variable Component (as defined below) (which survives repayment of the Class A-1 Preference and the FILO Balance) are repaid in full in cash.

³ Monthly invoices of the professionals for such parties shall be provided to the Estate with reasonable summaries of activities, which may be redacted for privilege and shall not require time entries to be provided.

- iii. Class A-2 interests until the Class A-2 Preference is repaid in full in cash and the FILO Balance is \$0.
- iv. Class B interests.
- v. Notwithstanding anything to the contrary in the immediately preceding clauses (ii) - (iv):
 - 1. If the FILO Balance is not in an Underpayment State, 25% of any amount otherwise payable to (i) the holders of the Class A-2 interests, and (ii) on or after December 1, 2025, the Class A-1 interests, shall be used to pay unpaid Deferred Fees and Unestimated Fees (each, as defined in the Plan Support Agreement Term Sheet) on a pro rata basis.
 - 2. If the FILO Balance is less than \$25 million, any unpaid Unestimated Fees or Deferred Fees will be paid on a pro rata basis from any available proceeds that would otherwise be payable to the holders of Class A-1 interests as Variable Component (provided that such Variable Component shall be payable with the next proceeds received following repayment in full of such unpaid Unestimated Fees and Deferred Fees).
- 8. The Estate will coordinate its efforts with the Litigation Trustee with respect to issues involving overlapping concerns among the Estate and the Litigation Trust with respect to third parties. For example, if the same third party is involved in disputes with both the Estate and the Litigation Trust, the effort will be coordinated between the Estate and the Litigation Trustee. If the Estate and the Litigation Trustee are unable to resolve a matter that should be coordinated, they must (i) arrange a conference with Judge Isgur, in his capacity as mediator in connection with the subject matter of this Term Sheet; and (ii) failing a successful mediation, obtain resolution by the Bankruptcy Court.
 - a. With respect to any such dispute presented to the Bankruptcy Court:
 - i. If the FILO Balance is in an Underpayment State on the date of any hearing before the Bankruptcy Court, the Litigation Trustee's business judgment will be applied to the dispute, subject to challenge by the Estate; *provided, however*, that the Litigation Trustee's business judgment will not be considered

by the Bankruptcy Court with respect to a matter (or a portion thereof) as to which such business judgment would allow or increase the liabilities of the Estate (other than with respect to §502(h) claims).

- ii. If the FILO Balance is not in an Underpayment State on the date of any hearing before the Bankruptcy Court, the Estate's business judgment will be applied to the dispute, subject to challenge by the Litigation Trustee; *provided, however*, that the Estate's business judgment will not be considered by the Bankruptcy Court with respect to a matter (or a portion thereof) as to which such business judgment would allow or increase the liabilities of the Litigation Trust.

- b. Notwithstanding the foregoing, with respect to any constructive trust claims asserted by any third parties with respect to any Litigation Trust Assets or Retained Collateral, as well as any government investigations, the Litigation Trust and the Estate will coordinate efforts to dispute or settle such claims, or to address such investigations, including with respect to funding arrangements for the defense of any such claims or addressing any such investigations.

- 9. FILO Parties to agree to use of cash collateral from April 1, 2025, through the Trust Establishment Date in an amount up to \$61 million through June 27, 2025 and with additional amounts available for use thereafter, in each case, in accordance with the DIP Budget and the Pre-TED Professional Fee Estimates (as defined in the Plan Support Agreement Term Sheet). The aggregate amount of cash collateral used from April 1, 2025, through the Trust Establishment Date, together with interest thereon at the Applicable Rate, shall be the "Secured Interim Advances." On the Trust Establishment Date, the Debtors shall repay the FILO DIP Loans with Class A-1 interests having a distribution and liquidation preference (along with a proportionate interest in all other rights therein) equal to the amount of such Secured Interim Advances, and on account of such repayment, the amount of FILO DIP Loans outstanding shall be reduced by the amount of such Secured Interim Advances.

10. Funding.

- a. The FILO Parties shall commit, subject to the terms and conditions to be set forth in a commitment letter consistent with this Term Sheet and otherwise acceptable to the FILO Parties and the Debtors (the "Commitment Letter") (which shall be executed within 10 business days after execution of this Term Sheet), to, commencing on

the Trust Establishment Date, extend funds (solely from the proceeds of FILO DIP/Bridge Claim⁴ repayments received after the FILO DIP Agent's receipt of the Required Prepayment, or Class A interests distributions) to the Litigation Trust (the "Litigation Funding") on a delayed draw basis in an aggregate amount of up to \$125 million (the "Initial Commitment Amount") (which is inclusive of (x) a budgeted amount of \$61 million through June 27, 2025, together with any additional amounts budgeted thereafter under the DIP Budget, which, in each case, may only be incurred in the form of Secured Interim Advances, and (y) the \$6.5 million of Estate Funding), which funded amounts shall be available to pay litigation costs of the Litigation Trust, costs of administration of the Litigation Trust and monetization of the Litigation Trust Assets, in each case, subject to (i) budgets delivered from time to time to, and which must be reasonably acceptable to, the Litigation Funding Agent (the "Litigation Funding Budget") and (ii) the satisfaction of any conditions to funding under the Commitment Letter and absence of any uncured material breaches of the Litigation Trustee's obligations under the Litigation Trust Agreement.⁵ Requests for funding under the Litigation Funding shall be made solely (a) in compliance with the foregoing terms and (b) by the Litigation Trustee upon at least five business days' written notice to the Litigation Funding Agent, it being understood and agreed that not more than one such funding request shall be made during any 30-day period. Litigation Funding to include an uncommitted accordion of 25% of the Initial Commitment Amount, on the same terms as the initial tranche (to the extent the accordion becomes committed in the sole and absolute discretion of the FILO Parties, the amount of such commitment together with the Initial Commitment Amount, shall be the "Total Commitment Amount"). The commitments under the Commitment Letter shall automatically terminate upon the earlier to occur of (i) the funding of the then applicable commitment amount (whether the Initial Commitment Amount or the Total Commitment Amount, as the case may be) and (ii) the repayment of the FILO Balance.

- b. Further financing to be subject to written consent of (x) the Litigation Trustee; (y) the Class B Representative; and (z) unless the further

⁴ "FILO DIP/Bridge Claim" refers to the claims outstanding under the FILO DIP/Bridge facilities immediately prior to the Trust Establishment Date.

⁵ To the extent that the initial Litigation Funding Budget contemplates disbursements to legal counsel on a current basis and the projected amount of such disbursements is subsequently reduced through contingency fee, success fee, or similar arrangements (the aggregate amount of such reduction as agreed by the Litigation Trustee, the "Contingency Fee Savings"), the Total Commitment Amount shall be reduced by the Contingency Fee Savings.

financing is junior to amounts due or to be due to the FILO Parties and under the Litigation Funding, the Class A-2 interests holders and the Litigation Funding Agent. For the avoidance of doubt, the Litigation Trust shall not incur any debt, obligation for borrowed money or other obligation with payment priority senior to or *pari passu* with the Class A interests or secure any obligation with liens on any Litigation Trust Assets or Retained Collateral, in each case, without the prior written consent of the Class A-2 Representative and Class B Representative and the Litigation Funding Agent.

- c. Upon the occurrence of the Trust Establishment Date, the Litigation Trust shall provide \$6.5 million to the Estate (or any successor liquidating vehicle) (the “Estate Funding”) to fund costs and expenses of the Estate and the Estate’s professionals incurred after the Trust Establishment Date and of any successor liquidating vehicle (or representative thereof) established to hold the Class B interests and/or any remaining assets of the Debtors.
- d. In respect of the Estate Funding, the FILO Parties indirectly providing such funding shall receive Class A-1 interests having a distribution and liquidation preference (along with a proportionate interest in all other rights therein) equal to the amount of the Estate Funding. The Estate Funding shall not be required to be repaid by the Estate.

11. MOIC Payment: The “MOIC Payment” refers to a payment to which the FILO Bridge lenders are entitled (subject to the occurrence of the Trust Establishment Date) in accordance with the terms set forth below. On the Trust Establishment Date, the MOIC Payment will be allowed on the following terms:

- a. The Litigation Trust’s MOIC obligation will be \$11.25 million through March 31, 2026, increasing by:
 - i. \$1.0 million on April 1, 2026,
 - ii. An additional \$1.5 million on May 1, 2026,
 - iii. An additional \$2.0 million on June 1, 2026,
 - iv. An additional \$2.5 million on July 1, 2026,
 - v. An additional \$3.0 million on August 1, 2026, and
 - vi. An additional \$3.75 million on September 1, 2026 and on the first day of each month thereafter until the FILO Balance is paid in full in cash.
- b. The total MOIC Payments will not exceed 85% of \$75 million *minus* any interest paid or accreted on account of the claims outstanding

under the FILO Bridge facility (the “FILO Bridge Claims”) (including any interest paid or accreted on account of the Class A-2 Preference that is allocable to FILO Bridge Claims).

12. Class A-2 interests shall, as of the applicable date of determination, have a distribution and liquidation preference in an amount equal to (x) the sum of (i) all principal and accrued interest, fees, expenses,⁶ and other amounts outstanding under the FILO DIP/Bridge facilities⁷ immediately prior to the Trust Establishment Date (for the avoidance of doubt, excluding the Retained FILO Claim), (ii) all accreted amounts accrued thereon (calculated in accordance with the immediately succeeding sentence), (iii) the MOIC Payment, and (iv) the “Exit Premium” under the FILO DIP Loans (which shall be calculated as if the FILO DIP Loans were being fully repaid), in each case, as of such date, *less* (y) the (A) aggregate amount, if any, of cash distributions paid on the Class A-2 interests from the Litigation Trust and (B) aggregate amount, if any, of Class A-2 interests otherwise contributed or waived by the FILO Parties, in each case, as of such date (the “Class A-2 Preference”). Prongs (i) and (ii) of the definition of Class A-2 Preference shall accrete at (a) from the Trust Establishment Date through September 30, 2025, a rate equal to 10% per annum, (b) from October 1, 2025 through December 31, 2025, a rate equal to 10.5% per annum, (c) from January 1, 2026 through March 31, 2026, a rate equal to 11% per annum, and (d) a rate equal to 11.25% per annum commencing on April 1, 2026, and increasing by an additional 25bps at the beginning of each quarter thereafter, subject to a maximum of 12% per annum (the immediately preceding clauses (a)-(d), the “Applicable Rate,” which such accreted amount shall not be required to be paid in cash and, to the extent not paid in cash, such accreted amount shall be paid in-kind and capitalized and added to the balance of the Class A-2 Preference on a monthly basis); provided that, in each case, to the extent the FILO Parties commit to provide additional funding in excess of the Initial Commitment Amount (without any additional fees or premiums) to cover the payment of such monthly accreted amount in cash, then such monthly accreted amount shall be paid in cash.

⁶ Milbank to defer (i) 10% of its fees incurred between April 1, 2025, and the Trust Establishment Date, and (ii) any of its fees incurred in excess of the Pre-TED Professional Fee Estimates. All outstanding Milbank invoices and Houlihan’s March 18, 2025 invoice shall be paid as a condition precedent to the effectiveness of this Term Sheet, and thereafter all Milbank and Houlihan fees and expenses that are not subject to deferral shall be paid current in accordance with the FILO DIP Order and Approval Order, as applicable.

⁷ FILO DIP/Bridge facilities to be allowed in full pursuant to the Approval Order, subject to the MOIC Payment settlement set forth in this Term Sheet.

13. Litigation Funding will be made available to the Litigation Trust by the FILO Parties on these terms:

- a. The Class A-1 interests shall, as of each applicable date of determination, have a distribution and liquidation preference in an amount equal to (x) the aggregate amount of funding extended or deemed to have been extended under the Litigation Funding plus all accreted amounts accrued thereon (calculated in accordance with the immediately succeeding sentence), in each case, as of such date, *less* (y) the aggregate amount, if any, of cash distributions paid on the Class A-1 interests from the Litigation Trust as of such date (the “Class A-1 Preference”). The Class A-1 Preference shall accrete at the Applicable Rate, which such accreted amount shall not be required to be paid in cash and, to the extent not paid in cash, such accreted amount shall be paid in-kind and capitalized and added to the balance of the Class A-1 Preference on a monthly basis; provided that, in each case, to the extent the FILO Parties commit to provide additional funding in excess of the Initial Commitment Amount (without any additional fees or premiums) to cover the payment of such monthly accreted amount in cash, then such monthly accreted amount shall be paid in cash.
- b. The Litigation Funding will, in addition to payment of the Class A-1 Preference and the agency fee of the Litigation Funding Agent, as well as indemnification and reimbursement of all reasonable and documented out-of-pocket expenses of the Litigation Funding Agent and the Litigation Funders (subject to clause i. of paragraph 7.i.), be entitled to:
 - i. an upfront premium (the “Upfront Premium”), payable in kind, in an amount equal to \$4.25 million; provided that if the Litigation Funding accordion is exercised with the consent of the Litigation Trustee, then the Upfront Premium shall be increased by the same percentage that the commitments under the Litigation Funding are increased.
 - ii. 20% of gross litigation proceeds (the “Variable Component”), of which (a) 15% (the “Upfront Percentage”) is paid in cash at the time of receipt of such litigation proceeds and (b) 5% is deferred, with the applicable deferred cash being held in escrow (the “Deferred Portion”); provided that if the litigation proceeds result from a litigation financed with a contingency fee structure or third-party litigation funding, the total Variable Component shall be limited to the lesser of (A) the

applicable Variable Component noted above (subject to clause 13.d below), and (B) the greater of (i) 30% of such gross litigation proceeds minus the amount of contingency fee, success fee, or third-party litigation funding cost related to such litigation and (ii) 10% of such gross litigation proceeds (the “Reduced Variable Component”).

In the event the Reduced Variable Component is equal to or less than 15% of such gross litigation proceeds, then all of such Reduced Variable Component shall be treated as the Upfront Percentage. In the event the Reduced Variable Component is greater than 15% of such gross litigation proceeds, then 15% of such gross litigation proceeds shall be treated as the Upfront Percentage and the remaining portion shall be treated as the Deferred Portion.

- c. If the FILO Balance is repaid in full in cash on or before October 1, 2026, the escrow holding the Deferred Portion shall be paid to the Estate. On October 2, 2026, if the FILO Balance has not been paid in full in cash by October 1, 2026, the escrow holding the Deferred Portion shall be disbursed in full to the Litigation Funding Agent. Following such time and until repayment of the FILO Balance in full in cash, the Variable Component shall be paid in cash at the time of receipt of litigation proceeds in accordance with the terms of clause 13.b. with no amounts deferred.
- d. After repayment of the FILO Balance, the Variable Component shall continue to be entitled to a percentage of the gross litigation proceeds (i) at the Upfront Percentage only (i.e., 15%) if the FILO Balance is repaid in full in cash on or before October 1, 2026, or (ii) at 20% if the FILO Balance is not repaid in full in cash on or before October 1, 2026, in each case, subject to the Reduced Variable Component adjustment described above (the “Post-FILO Repayment Variable Component”); provided that (x) to the extent a Plan is confirmed, the Post-FILO Repayment Variable Component shall be paid in two installments, with the first installment being paid in cash upon receipt of the applicable litigation proceeds in an amount equal to 62.5% of the Post-FILO Repayment Variable Component, and the payment of the remaining balance of the Post-FILO Repayment Variable Component being deferred until (and subject to) the satisfaction of allowed administrative and other priority claims pursuant to the Plan, and (y) if a Plan has not been confirmed, the Post-FILO Repayment Variable Component shall be paid in full in cash upon receipt of the applicable litigation proceeds.

14. “FILO Balance” equals on any applicable date of determination: the sum of (a) the outstanding Class A-2 Preference (including all accreted amounts accrued thereon) and fees and expenses of the Class A-2 Representative to the extent payable under this Term Sheet, (b) the outstanding Class A-1 Preference, the Upfront Premium, the agency fee of the Litigation Funding Agent, and outstanding indemnification claims and reasonable and documented out-of-pocket expenses of the Litigation Funding Agent and the Litigation Funders (subject to clause i. of paragraph 7.i.), and (c) any unpaid Variable Component that has been earned (for the avoidance of doubt, (i) other than before October 2, 2026, any Deferred Portion held in escrow and (ii) subject to adjustment, if applicable, in connection with any Post-FILO Repayment Variable Component).
15. The FILO Balance will be in an “Underpayment State” if the aggregate FILO Balance is equal to or greater than
 - a. \$275 million as of the Trust Establishment Date.
 - b. Solely for purposes of paragraph 7.i.v.1., \$220 million as of December 1, 2025.
 - c. For all purposes other than paragraph 7.i.v.1., \$220 million as of December 31, 2025.
 - d. \$160 million as of April 1, 2026.
 - e. \$110 million as of July 1, 2026.
 - f. \$60 million as of September 1, 2026.
 - g. \$10 million as of December 31, 2026.
16. The Debtors, FILO Parties and UCC to negotiate in good faith and agree prior to entry of the Approval Order on the terms of a transition services agreement pursuant to which the Estate will provide TSA services to the Litigation Trust, including agreement on the scope of services to be provided and pricing at cost (the “TSA”). In advance of each calendar month, the TSA shall provide for the Litigation Trust to advance the Estate’s estimated monthly operating expenses, including for payroll and vendors, subject to (i) the initial TSA budget annexed hereto as **Exhibit B**, which may be updated from time to time if approved in writing by the Litigation Trustee and the Class A-2 Representative, and (ii) a reconciliation process with respect to amounts funded in prior months. Payments made by the Litigation Trust to the Estate for any services under the TSA prior to the Estate paying for the budgeted costs of providing such services shall be deemed to be held by the Estate in trust for such purpose and shall not be used for any purpose other than paying such costs. In addition, the Litigation Trust shall provide, when and to the extent due as evidenced by reasonably detailed evidence thereof delivered by the Estate to the Litigation Trust (the “Tax Package”), up to \$4 million in funding to

the Estate for the sole purpose of the Estate paying income taxes for the Debtors' current 2024/2025 income tax year. Payments made by the Litigation Trust to the Estate for such taxes shall be deemed to be held by the Estate in trust for such purpose and shall not be used for any purpose other than paying such taxes reflected in the Tax Package on a dollar-for-dollar basis. The Estate and its related parties (including employees and advisors) shall be defended, held harmless and indemnified by the Litigation Trust against any and all liabilities or losses that may be incurred in connection with the rendering of services under the TSA to the Litigation Trust or Litigation Trustee, subject to customary carve outs for fraud, willful misconduct, and gross negligence. All other expenses of the Estate incurred on or after the Trust Establishment Date, including cost of administration of the Estate, must be budgeted and paid from the Retained Cash, Estate Funding, or other Estate (not Litigation Trust) resources.

17. Reporting and Information Sharing.

- a. Regular Conference Calls: Litigation Trustee to host conference calls on a bi-weekly basis (or more frequently in the Litigation Trustee's discretion) regarding the Litigation Trust Asset monetization process, which calls shall be accessible to the Litigation Funding Agent, the Class A-1 interest holders, the Class A-2 Representative, the Class A-2 interest holders, and the Class B Representative.
- b. Ad Hoc Conference Calls: In addition to the foregoing, the Litigation Trustee shall make itself reasonably available for conference calls to discuss specific topics reasonably requested in writing by the Litigation Funding Agent, the Class A-2 Representative, or the Class B Representative.
- c. Financial Reporting: Litigation Trustee shall deliver a written report to the Litigation Funding Agent, the Class A-2 Representative, and the Class B Representative on a monthly basis providing, as of the date of the report:
 - i. the amount of cash received by the Litigation Trust through the Litigation Trust Asset monetization process (broken down by source), and the application thereof pursuant to paragraph 7(i) hereof;
 - ii. the amount of expenses paid by the Litigation Trust (broken down by category and professional firm);
 - iii. the FILO Balance;

- iv. the amount of the accrued Variable Component and the Deferred Portion then held in escrow; and
 - v. a reasonably detailed summary of the asset monetization activity undertaken in the immediately preceding month.
- d. Preference Actions: Togut shall deliver to the Litigation Funding Agent, the Class A-2 Representative, and the Class B Representatives reporting with respect to preference actions, which shall be consistent (with respect to both frequency and format) with the reporting currently required to be delivered to the FILO and UCC counsel under paragraph 5 of the Togut retention order [ECF No. 3886].
- e. Confidentiality/Preservation of Privileges: Access to reporting shall be subject to entry into (i) a confidentiality agreement and (ii) a common interest agreement and other protocols to the extent necessary to protect applicable privileges, as reasonably determined by the Litigation Trustee.
18. Each FILO Party agrees that prior to the Trust Establishment Date, it shall not transfer, directly or indirectly, in whole or in part, any FILO DIP/Bridge Claims, option thereon, or right or interest therein, and any purported such transfer shall be void and without effect, in each case, unless the transferee thereof: (a) is a signatory to this Term Sheet as of the date of such transfer; or (b) has signed a joinder to this Term Sheet and the Plan Support Agreement Term Sheet acceding to the obligations of a holder of FILO DIP/Bridge Claims hereunder and thereunder (each, a “Permitted Transferee”). Any transfer of FILO DIP/Bridge Claims occurring prior to the Trust Establishment Date shall require the transferee to assume the transferor’s obligations under the Commitment Letter in proportion to the amount of FILO DIP/Bridge Claims so transferred relative to the aggregate amount of all FILO DIP/Bridge Claims outstanding as of the date of such transfer (the “Stapling Requirement”). Notwithstanding anything to the contrary herein, a FILO Party may transfer FILO DIP/Bridge Claims to an entity that is acting in its capacity as a Qualified Marketmaker⁸ without the requirement that the Qualified Marketmaker be a signatory to this Term Sheet or execute a joinder; *provided* that any such Qualified

⁸ “Qualified Marketmaker” means an entity that (i) holds itself out to the market as standing ready in the ordinary course of business to purchase from and sell to customers FILO DIP/Bridge Claims, or enter with customers into long or short positions in FILO DIP/Bridge Claims, in its capacity as a dealer or market maker in such FILO DIP/Bridge Claims and (ii) is in fact regularly in the business of making a market in claims, interests, or securities of issuers or borrowers.

- Marketmaker (i) may only subsequently transfer the FILO DIP/Bridge Claims to a transferee that is or becomes a Permitted Transferee at the time of such transfer and to the extent such subsequent transfer complies with the Stapling Requirement and (ii) shall be required to, by the earlier of (x) ten (10) business days after its acquisition of any transferred FILO DIP/Bridge Claims and (y) the Required Joinder Date,⁹ either sign a joinder to this Term Sheet or transfer all FILO DIP/Bridge Claims held by such Qualified Marketmaker to one or more Permitted Transferees, in each case, in compliance with the Stapling Requirement.
19. The parties shall negotiate promptly and in good faith to agree on definitive documentation, which shall include the Litigation Trust Agreement (including the funding mechanics with respect to the Class A-1 interests), the Litigation Trustee's engagement letter, the Commitment Letter, the TSA, and the DIP Amendment. Counsel to the Debtors, the UCC, and the FILO Parties to agree on allocation of drafting responsibility and a detailed work plan and fee estimates.
20. All transactions contemplated herein shall be implemented in a tax-efficient manner and are subject to review by tax professionals.

⁹ "Required Joinder Date" means the third business day before the expiration of the chapter 11 plan voting deadline, if any, applicable to the FILO Bridge Claims.

IN WITNESS WHEREOF, this Settlement and Stay Relief Term Sheet is duly executed as of the date first set forth above.

**STEWARD HEALTH CARE SYSTEM LLC,
on Behalf of Itself and its Debtor Affiliates**

DocuSigned by:

By: _____
Name: John Castellano
Title: Chief Restructuring Officer

IN WITNESS WHEREOF, this Settlement and Stay Relief Term Sheet is duly executed as of the date first set forth above.

For and on behalf of **OneIM Fund I LP, as
DIP Lender**, acting by its General Partner,
OneIM GP LLC, acting by its Manager, GCT
Capital LLC

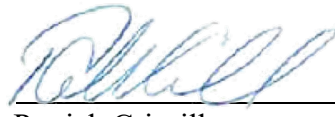


By: _____
Name: Munish Varma
Title: Authorized Signatory

IN WITNESS WHEREOF, this Settlement and Stay Relief Term Sheet is duly executed as of the date first set forth above.

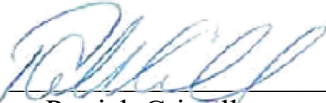
BRIGADE AGENCY SERVICES LLC, as FILO
Agent

By: BRIGADE CAPITAL MANAGEMENT, LP,
Its Managing Manager

By: 
Name: Patrick Criscillo
Title: Authorized Signer

BIG RIVER GROUP FUND SPC LLC

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 

Name: Patrick Criscillo

Title: Chief Financial Officer

BRIGADE BADGER FUND, LLC

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 

Name: Patrick Criscillo

Title: Chief Financial Officer

BRIGADE DIVERSIFIED CREDIT CIT

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 

Name: Patrick Criscillo

Title: Chief Financial Officer

BRIGADE CREDIT FUND II LTD.

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

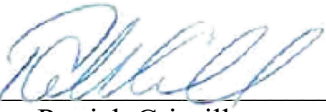
By: 

Name: Patrick Criscillo

Title: Chief Financial Officer

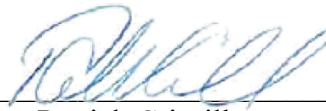
BRIGADE HIGH YIELD FUND LTD.

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 
Name: Patrick Criscillo
Title: Chief Financial Officer

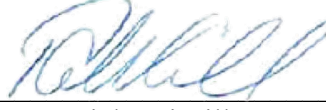
**BRIGADE LEVERAGED CAPITAL
STRUCTURES FUND LTD.**

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 
Name: Patrick Criscillo
Title: Chief Financial Officer

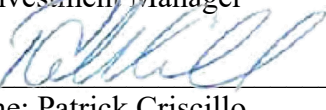
BRIGADE LOAN FUND LTD.

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 
Name: Patrick Criscillo
Title: Chief Financial Officer

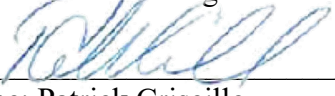
**BRIGADE OPPORTUNISTIC CREDIT LBG
FUND LTD.**

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 
Name: Patrick Criscillo
Title: Chief Financial Officer

BRIGADE-SIERRABRAVO FUND LP

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 
Name: Patrick Criscillo
Title: Chief Financial Officer

**CITY OF PHOENIX EMPLOYEES'
RETIREMENT PLAN**

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 
Name: Patrick Criscillo
Title: Chief Financial Officer

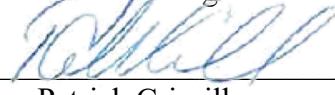
**FEDEX CORPORATION EMPLOYEES'
PENSION TRUST**

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 
Name: Patrick Criscillo
Title: Chief Financial Officer

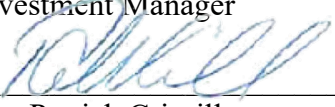
**FUTURE DIRECTIONS CREDIT
OPPORTUNITIES FUND,**

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 
Name: Patrick Criscillo
Title: Chief Financial Officer

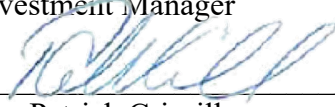
**JPMORGAN CHASE RETIREMENT PLAN
BRIGADE BANK LOAN**

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 
Name: Patrick Criscillo
Title: Chief Financial Officer

**LOS ANGELES COUNTY EMPLOYEES
RETIREMENT ASSOCIATION**

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 
Name: Patrick Criscillo
Title: Chief Financial Officer

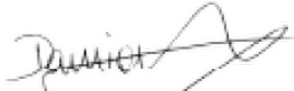
**SC CREDIT OPPORTUNITIES MANDATE,
LLC**

By: BRIGADE CAPITAL MANAGEMENT, LP,
as Investment Manager

By: 
Name: Patrick Criscillo
Title: Chief Financial Officer

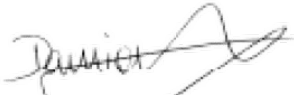
IN WITNESS WHEREOF, this Settlement and Stay Relief Term Sheet is duly executed as of the date first set forth above.

**MIDOCEAN CREDIT FUND MANAGEMENT,
LP**

By: 
Name: Damion Brown
Title: Managing Director

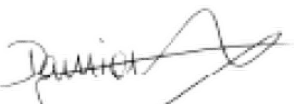
MidOcean Tactical Credit Fund III LP

By: Tactical Credit Fund III GP, LP
By: Ultramar Credit Holdings Ltd., its General
Partner

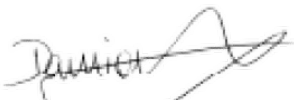
By: 
Name: Damion Brown
Title: Managing Director

MidOcean Multi Asset Credit Fund, LP

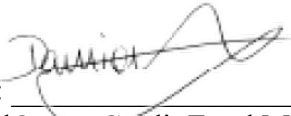
By: MidOcean Multi Asset Credit Fund GP, LLC
its General Partner

By: 
Name: Damion Brown
Title: Managing Director

**Abbott Abbvie Multiple Employer Pension Plan
Trust**

By: 
MidOcean Credit Fund Management LP
(Investment Advisor to above)
Name: Damion Brown
Title: Managing Director

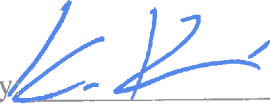
Abbott Laboratories Annuity Retirement Trust


By: _____
MidOcean Credit Fund Management LP
(Investment Advisor to above)
Name: Damion Brown
Title: Managing Director

IN WITNESS WHEREOF, this Settlement and Stay Relief Term Sheet is duly executed as of the date first set forth above.

OWL CREEK INVESTMENTS I, LLC

By: OWL CREEK ASSET MANAGEMENT, LP
as Investment Manager

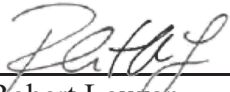
By: _____

Name: Kevin Dibble
Title: General Counsel

IN WITNESS WHEREOF, this Settlement and Stay Relief Term Sheet is duly executed as of the date first set forth above.

WHITEHAWK FINANCE LLC

By: WHITEHAWK CAPITAL PARTNERS, LP, as
Investment Manager

By: 
Name: Robert Louzan
Title: Managing Partner

IN WITNESS WHEREOF, this Settlement and Stay Relief Term Sheet is duly executed as of the date first set forth above.

The Official Committee of Unsecured Creditors, solely
in its representative capacity, and not on behalf of any
individual member thereof

By: /s/ Brad M. Kahn

Name: Brad M. Kahn

Title: Partner

Akin Gump Strauss Hauer & Feld LLP, in its capacity as
counsel to, and authorized signatory for, the Official
Committee of Unsecured Creditors of Steward Health Care
System, LLC, *et al.*

Schedule 1

Litigation Trust Assets

1. All cash and cash equivalents, excluding only (a) the Retained Cash¹, (b) all cash held or received on behalf of buyers of the Debtors' hospital and Stewardship operations pursuant to the definitive documents filed with the Bankruptcy Court prior to the execution of the Term Sheet ("Buyers"), (c) all cash received from Buyers or other third parties for purposes of paying cure costs, (d) cash to fund checks issued in accordance with the DIP Budget and which remain outstanding immediately prior to the Trust Establishment Date, (e) all cash held for subtenant security deposits or rent collected on behalf of Buyers, subtenants, or overlords, (f) all cash held in the Professional Fee Escrow Account, the Physician Insurance Account, the Utility Deposit Account, or the Expense Escrow Account, and (g) any funds of the Debtors in the Vendor Fund Escrow Account pursuant to the Vendor Fund Escrow Agreement, entered into as of March 11, 2025, by and among Golden Sun TSA Services, LLC, a Delaware limited liability company; Steward Health Care System LLC, a Delaware limited liability company; MPT Development Services, Inc., a Delaware corporation; Lifespan of Massachusetts, Inc., a Massachusetts nonprofit corporation; BMC Community Hospital Corporation and BMC Community Hospital Corporation II, Massachusetts nonprofit corporations; Orlando Health, Inc., a Florida corporation; and Kroll Restructuring Administration LLC, a Delaware limited liability company.
2. All accounts receivable, excluding only (a) accounts receivable that the Debtors sold to Buyers pursuant to the definitive documents filed with the Bankruptcy Court prior to the execution of the Term Sheet and (b) any accounts receivable that cannot be transferred to the Litigation Trust or a subsidiary thereof pursuant to applicable law (such accounts receivables described in this clause (b), the "Non-Transferrable A/R"). With respect to any Non-Transferrable A/R, the Estate shall, at the Litigation Trust's sole expense (paid in advance and charged at the Estate's cost), (i) use commercially reasonable efforts to collect or otherwise monetize such Non-Transferrable A/R in coordination, and in a manner reasonably agreed upon, with the Litigation Trustee, and (ii) promptly turn over any cash or other value realized on account of such Non-Transferrable A/R to the Litigation Trust.
3. The equity interests in Steward A/R Co, LLC. Promptly upon transfer of the equity interests in Steward A/R Co, LLC to the Litigation Trust, the current

¹ Each capitalized term that is used but not defined herein has the meaning ascribed to it in (a) the Term Sheet to which this **Schedule 1** is attached or (b) the mutual releases set forth in **Exhibit A** to the Term Sheet.

manager of Steward A/R Co, LLC, John Castellano, shall submit his resignation as manager and the Litigation Trustee and Steward A/R Co, LLC shall grant Mr. Castellano a release of claims against Mr. Castellano in connection with his services as manager, in form and substance reasonably acceptable to Mr. Castellano, and the Litigation Trust shall appoint his replacement.

4. All Claims² and Causes of Action³ of the Debtors and the Estate, including, without limitation, in each case, to the extent not released pursuant to the mutual releases set forth in **Exhibit A** to the Term Sheet, the following Claims and Causes of Action:

- a. all Claims and Causes of Action asserted by the Debtors in the *Second Amended Complaint and Jury Demand* filed by Steward Health Care System LLC at Docket No. 61 in Civil Action No. 21-cv-11902-PBS in the United States District Court for the District of Massachusetts (the “Norwood Complaint”) or otherwise assertable by the Debtors or the Estate based upon, in full or in part, facts, events, or circumstances alleged in the Norwood Complaint;
- b. all Claims and Causes of Action asserted or assertable by the Debtors or the Estate against healthcare payors, including, without limitation, the commercial payors identified in **Schedule 1-A** hereto;
- c. all Claims and Causes of Action asserted or assertable by the Debtors or the Estate against the Non-Released Parties, including, without limitation, arising from or relating to the 2016 Distribution, the 2020 Transactions, the 2021 Distribution, the 2022 Distribution, or any Plane

² “Claim” means a “claim,” as defined in section 101(5) of the Bankruptcy Code.

³ “Cause of Action” means any action, claim, cross-claim, third-party claim, cause of action, controversy, demand, right, lien, indemnity, guaranty, suit, obligation, liability, loss, debt, damage, judgment, account, defense, remedy, offset, power, privilege, license or franchise of any kind or character whatsoever, known, unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whenever arising, whether in law or equity, whether sounding in tort or contract, whether asserted in arbitration, a court or regulatory proceeding, or otherwise, whether arising under federal or state statutory or common law, or any other applicable international, foreign, or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise, including under any state or federal securities laws. Causes of Action also includes (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (ii) Avoidance Actions, and (iii) any claim or defense, including fraud, mistake, duress, or usury and any other defenses set forth in section 558 of the Bankruptcy Code.

Sale,⁴ or otherwise arising from or relating to the payment of unlawful dividends, the avoidance of prepetition dividend payments or other distributions, or one or more breaches of fiduciary or other duties;

- d. all Avoidance Actions⁵ asserted or assertable by the Debtors or the Estate against the transferees identified in **Schedule 1-B** hereto or any other prepetition vendors of the Debtors;
- e. all Claims and Causes of Action against Blue Cross Blue Shield Association (“**BCBS**”) or any of its independent Affiliates, including, without limitation, arising from or relating to the Claims and Causes of Action asserted in the class action lawsuits against BCBS and its various licensees consolidated in *In re Blue Cross Blue Shield Antitrust Litig.*, Case No. 2:13-cv-20000-RDP (MDL No. 2406) (N.D. Ala. 2013) (the “**BCBS Antitrust Litigation**”) or otherwise assertable by the Debtors or the Estate based upon, in full or in part, facts, events, or circumstances alleged in the BCBS Antitrust Litigation;
- f. all Claims and Causes of Action asserted or assertable by the Debtors or the Estate against the Commonwealth of Massachusetts, including, without limitation, any Claims or counterclaims of the Debtors or the Estate in connection with *The Commonwealth of Massachusetts’ Motion for Relief from the Automatic Stay to Allow for the Setoff of Mutual Obligations if and to the Extent that Recoupment is Not Available* (Docket No. 3393) and the adversary proceeding filed by the Debtors against the Commonwealth of Massachusetts (Docket No. 3983) (Adv. Pro. No. 25-03053);
- g. all Claims and Causes of Action with respect to the escrow account holding the Adjustment Escrow Amount (as defined in the asset purchase agreement attached as Exhibit 1 to the *Order (I) Authorizing and Approving (A) the Asset Purchase Agreement with Brady Health Buyer, LLC (B) the Sale of Stewardship Health Assets Free and Clear of Liens and Liabilities and (C) the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (II) Granting Related Relief* (Docket No. 2135)) and the funds deposited therein; and

⁴ “**Plane Sales**” means the sales by certain of the Debtors or the Debtors’ Affiliates of (i) a Lear airplane in February 2021, (ii) a Challenger airplane in 2018, (iii) a Global Jet 6000 airplane in 2024, and (iv) a Falcon airplane in 2024.

⁵ “**Avoidance Actions**” means all Claims and Causes of Action under sections 502(d), 544, 545, 547, 548, 549, 550, or 553 of the Bankruptcy Code, any other avoidance actions under the Bankruptcy Code, and any state law fraudulent transfer claims.

- h. all Claims and Causes of Action with respect to the right of certain Debtors to receive reimbursement from Golden Sun TSA Services, LLC in connection with the renewal of that certain Software Licensing Agreement, dated September 9, 2009, by and between IASIS Healthcare LLC and Microsoft Corporation, as amended, under Section 9.7 of the asset purchase agreement attached as Exhibit 1 to the *Order (I) Authorizing and Approving (A) Sale of Transition Services Agreement Assets Free and Clear of All Interests and Encumbrances to Golden Sun TSA Services, LLC, an Affiliate of Quorum Health Corporation, (B) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (C) Related Settlements; and (II) Granting Related Relief* (Docket No. 4192).
5. All rights of the Debtors and the Estate to recover insurance proceeds from the D&O Policies (as defined in the *Motion of Debtors for Order Authorizing the Use of Proceeds of Directors and Officers Liability Insurance Policies for Insureds Defense Costs* (Docket No. 2540)) in connection with any Claim or Cause of Action that is not released pursuant to the mutual releases set forth in Exhibit A to the Term Sheet. For the avoidance of doubt, the transfer of the rights of the Debtors and the Estate to recover insurance proceeds from the D&O Insurance shall not hinder the ability of any beneficiaries or insureds of such D&O Insurance to submit claims and otherwise pursue and obtain coverage under the D&O Policies.
6. All of the Debtors' remaining interests in joint ventures and the Meadows Hospital Promissory Note, in each case, unless otherwise directed by the FILO Parties, which shall be transferred to one or more corporate subsidiaries of the Litigation Trust; provided that in the event any transfer of interests in joint ventures triggers any put, call, ROFO or ROFR, or other similar rights of third parties, such interests shall be excluded (the "Excluded Interests") and only the proceeds of sale of such interests will be transferred to the Litigation Trust. The Estate shall, at Litigation Trust's sole expense (paid in advance and charged at the Estate's cost) (a) use commercially reasonable efforts to monetize the Excluded Interests in coordination, and in a manner reasonably agreed upon, with the Litigation Trust, and (b) promptly turn over any cash or other value realized on account of such Excluded Interests to the Litigation Trust.
7. All proceeds, products, offspring, or profits of any employee retention tax credits ("ERTCs") owned by any Debtors, net of any reasonable and documented out-of-pocket expenses of any broker or consultant retained in connection with a sale of such ERTCs (to the extent not paid in advance by the Litigation Trust in accordance with the succeeding sentence). The Estate shall at the Litigation Trust's sole expense (paid in advance and charged at the Estate's cost) (a) use commercially reasonable efforts to monetize such ERTCs

in coordination, and in a manner reasonably agreed upon, with the Litigation Trustee, and (b) promptly turn over any cash or other value realized on account of such ERTCs to the Litigation Trust.

8. All proceeds, products, offspring, or profits of any of the foregoing assets and property.

Schedule 1-A

Payors

Column1
Aetna Better Health of Florida
Aetna Health Management, LLC
Aetna Health, Inc.
Aetna Network Services LLC
Aetna U.S. Healthcare Inc.
AmeriGroup Texas, Inc.
Arizona Physicians IPA, Inc.
AvMed, Inc.
BHP of Ohio, Inc.
Blue Cross and Blue Shield of Florida, Inc.
Blue Cross and Blue Shield of Massachusetts HMO Blue, Inc.
Blue Cross and Blue Shield of Massachusetts, Inc.
Blue Cross and Blue Shield of Texas
Boston Medical Center Health Plan, Inc.
Caritas Christi
Cenpatico Behavioral Health LP
Cigna Behavioral health of Texas
Cigna Health and Life Insurance Company
Cigna HealthCare of Florida, Inc.
Cigna HealthCare of Massachusetts, Inc.
CIGNA Healthcare of Texas, Inc
Community Insurance Company
Connecticut General Life Insurance Company
Employers Health Insurance Company
Evercare of Texas, LLC
First Health Group Corp.
GHS Property and Casualty Insurance Company
Harvard Pilgrim Health Care, Inc.
Health Options, Inc.
Health Value Management, Inc.
Healthease of Florida
HealthSpring Life & Health Insurance Company, Inc.
Highmark Blue Cross Blue Shield
Humana Health Insurance Company of Florida
Humana Health Plan of Florida
Humana Health Plan of Texas, Inc.
Humana Insurance Company
Humana Medical Plan, Inc.
Leon Health, Inc.
Massachusetts Benefit Administrators LLC
MetraHealth Inruance Company
Metropolitan Life Insurance Company
Neighborhood Health Plan of Rhode Island

NovaSys Health, Inc.
Oscar Insurance Company of Florida
PacifiCare of Arizona, Inc.
PacifiCare of Texas, Inc.
SelectCare of Texas, LLC
Senior Whole Health LLC
Simply Healthcare Plans, Inc.
Steward Health Care System, LLC
Sunshine State Health Plan, Inc.
Superior HealthPlan, Inc.
Texas HealthSpring, LLC
Total Health Plan, Inc,
Travelers Insurance Company
Tufts Associated Health Maintenance Organization, Inc.
Tufts Associated Health Plans, Inc.
Tufts Benefit Administrators
Tufts Health Plan, Inc.
Tufts Insurance Company
Tufts Public Plans, Inc.
U.S. Behavioral Health Plan, California
United Behavioral Health, Inc.
United Benefits of Texas, Inc.
United Community Plans of Texas, L.L.C.
United Health and Life Insurance Company
United Healthcare
United Healthcare Insurance Company
United Healthcare of Arizona, Inc.
United Healthcare of New England Inc.
United HealthCare of Ohio, Inc.
United Healthcare of Texas, Inc.
UnitedHealthcare Community Plan of Ohio, Inc.
UnitedHealthcare Insurance Company
UnitedHealthcare of Arizona, Inc.
UnitedHealthcare of Florida, Inc.
UnitedHealthcare of New England, Inc.
UnitedHealthcare of Ohio, Inc.
Universal American Corp.
US Behavioral Health
Warren Ohio Rehab Hospital Company
WellCare of Florida, Inc.
WellCare of Texas, Inc.

Schedule 1-B

Preference Defendants

Name of Tranferee

NORTHWIND PHARMACEUTICALS LLC
DEFOREST KOSCELNICK & BERARDINELLI
TOTAL ORTHOPAEDIC CARE
PROVIDENCE MEDICAL TECHNOLOGY INC
ACUMED LLC
THE PARKER JVMC TRUST
ALL PRO CLEANING SYSTEMS
SPINEOLOGY INC
AEROSEAL LLC
MODULAR DEVICES
GALLOWAY OFFICE SUPPLIES INC
BLENDEN ROTH LAW FIRM PLLC
MEDICAL CONSULTANTS NETWORK INC
COLE SCOTT & KISSANE PA
ENVIRONMENTAL SYSTEMS INC
SI-BONE, INC
Q-CENTRIX LLC
TOTAL SCOPE INC
TREACE MEDICAL CONCEPTS INC
DESIGN BY NATURE CORP
FIRETROL PROTECTION SYSTEMS INC
IMMUCOR INC
LSI SOLUTIONS
INNOVATIVE MEDICAL PRODUCTS INC
HERSHEY CREAMERY COMPANY
HEALTHCARE FINANCIAL INC
LANMOR SERVICES INC
SIGNET ELECTRONIC SYSTEMS INC
TERUMO MEDICAL CORPORATION
FINTHRIVE INC
CARCO GROUP, INC.
MEDISOLV INC
BLOOMBERG INDUSTRY GROUP INC
WHELAN PROPERTY MANAGEMENT
AMERICAN COLLEGE OF RADIOLOGY
SMITH & NEPHEW INC
LABORATORY CORPORATION OF AMERICA
ZIMMER US INC
RICE MCVANEY
MISTY HAZY

WILSON ELSEER MOSKOWITZ EDELMAN
COMPLIANT HEALTHCARE
FUJIFILM HEALTHCARE AMERICAS
THE FILTER MAN
BRIGHTER HEALTH NETWORK LLC
NETWORK PROVIDERS INC
CHARTER COMMUNICATIONS
VIRTUAL RADIOLOGY PROFESSIONALS OF NJ
Dext Capital LLC
ZEVETS INDUSTRIES INC
PFEIFFER & SON LTD
PROLACTA BIOSCIENCE INC
STRYKER ORTHOPAEDICS
AGILITI HEALTH INC
STRYKER SALES CORP
OLYMPUS AMERICA INC.
ENVIRONMENTAL HEALTH & ENGINEERING
STRYKER ENDOSCOPY
STRYKER SUSTAINABILITY SOLUTIONS
HEALOGICS WOUND CARE &
MEDTRONIC USA INC
GENCON SERVICE INC
PRORENATA LABS LLC
MAKO SURGICAL CORP
ELEVATE PATIENT FINANCIAL
CONVERGE TECHNOLOGY SOLUTIONS
DJO SURGICAL
LPS ENTERPRISES LLC
INARI MEDICAL INC
Global Healthcare Exchange
BRISTOL LAW PLLC AND CLINICAL
BOSTON SCIENTIFIC CORPORATION
ARC DIALYSIS SOUTH FLORIDA
BROCKTON HOSPITAL INC
GASTROENTEROLOGY AFFILIATES OF
IMAGEFIRST OF NEVADA LLC
LIFENET HEALTH
FAVORITE HEALTHCARE STAFFING INC
STRYKER NEUROVASCULAR
NUVASIVE INC
RYAN LLC

SIEMENS HEALTHCARE DIAGNOSTICS
STRYKER SPINE
CHEM-AQUA INC
HEMOSTASIS LLC
STRYKER CRANIOMAXILLOFACIAL
IRON MOUNTAIN
SMART SOURCE LLC
UTAH HEALTH INFORMATION NETWORK
ALLSTON BRIGHTON COMMUNITY
CATALYST ORTHOSCIENCE LLC
CUBE 3 STUDIO LLC
TAP2RIDE TRANSPORTSATION INC
AIRGAS USA LLC
CORCYM INC
MARSH USA INC
AFSCME OHIO COUNCIL 8
BCM CONTROLS CORPORATION
CHG COMPANIES INC
BECDEL CONTROLS INC
HOLLAND & HART LLP
BROCKTON NEIGHBORHOOD HEALTH CENTER
EDDY MARTINEZ PLUMBING SERVICE INC
FLORIDA BIRTH RELATED NEUROLOGICAL
J & J HEALTH CARE SYSTEMS INC
UMASS CHAN MEDICAL SCHOOL
PENUMBRA INC
NEXTMED PLAIN STATES LLC
QUICKBASE INC
AARON BARLOW PIKE
REMEDI8 LLC
LUMEDX CORPORATION
LUMEDX CORPORATION
TRANSLOGIC CORPORATION
HILL BARTH & KING LLC
EPSTEIN BECKER & GREEN PC
PENRAD TECHNOLOGIES INC
TRI-M MAINTENANCE INC
VMG HEALTH
WELLS PHARMA OF HOUSTON LLC
THOMAS YOUNG ASSOCIATES INC
JAMES W FLETT CO INC

THE MEDICUS FIRM INC
NORTH COAST FIRE PROTECTION INC
HAMILTON MEDICAL INC
QUENCH USA INC
CODE RED CONSULTANTS LLC
ECD SYSTEMS LLC
MEDTOX LABORATORIES INC
A MEDEKO LOCKSMITH SECURITY
DFA DAIRY BRANDS - GARELICK FARMS
CS MEDICAL LLC
ER2
PC INSTITUTE FOR MEDICAL EDUCATION
TENNANT SALES AND SERVICE COMPANY
VICTORY MECHANICAL HOLDING LLC
G21 USA INC
GREGORY WATTS
NATIONAL FIRE ALARM PROTECTION
EARLY BIRD POWER LLC
WAYLAND MULLIKIN
SOUTHFIELD MEDICAL CARE LLC
MICROSURGICAL TECHNOLOGY
NEW ENGLAND REVENUE CYCLE
DRS TUMOR REGISTRY SERVICES
NOVO HEALTH SERVICES FLORIDA LLC
ALLIED UNIVERSAL TECHNOLOGY SERVICE
ALLIED DOOR AND HARDWARE CO INC
CINTAS
SHEAKLEY UNISERVICE INC
RICHARD CELLER LEGAL PA
SOUTHERN LITHO XI LLC
ORTHALIGN INC
GENSET FIRE & SECURITY LLC
BOGGS FIRE EQUIPMENT INC
CROWN HEALTH CARE LAUNDRY
TANDEM THEORY
INDUSTRIAL BURNER SYSTEMS INC
CLAU CLEANING CORPORATION
FEDEX FREIGHT INC
IMAGING PHYSICS LLC
REGIONAL MANAGEMENT ASSOCIATES
PARAGON 28 INC

COMMTANK
DILAGOS PLUMBING SERVICES INC
PROIECTUS SERVICES LLC
EAST END MEDICAL I LLC
PITNEY BOWES GLOBAL FINANCIAL
COMMUNITY BANK OF TEXAS
SONEX HEALTH INC
THE JOINT COMMISSION
HERMAN M EPSTEIN MD
ADVANTECH INC
CENTER POINTE SLEEP ASSOCIATES LLC
PHARMACY ONESOURCE
PITNEY BOWES INC
SMART CARE EQUIPMENT SOLUTIONS
BIOREFERENCE LABORATORIES INC
MDM TRANSPORTATION CONSULTANTS INC
APO PUMPS & COMPRESSORS LLC
TEXAS DEPT OF STATE HEALTH
EDWARD DON & COMPANY
CENTRAL COMMUNICATIONS AND
REMOTE ICU LLC
MEDISTIM USA INC
PLANT PROFESSIONALS INC
CITI PROGRAM
MEDIPRO
Edwards Lifesciences LLC
THE PITNEY BOWES RESERVE ACCOUNT
ALSCO INC
DDK REAALTY TRUST
MICHAEL JISER
MED AIR INC
RED RIVER PHARMACY SVCS
ROSE BROS SEPTIC & DRAINAGE INC
COMPASS CRYOGENICS INC
ALL MEDICAL PERSONNEL LLC
MELISSA ALWORTH DO PA
CALDERA MEDICAL INC
FARID GHEBLEH MD PC
CJ&J LEASING CORPORATION
MUNIR SHAH MD
GREENTEAM PLUMBING LLLC

SIEMENS MEDICAL SOLUTIONS USA
CENTRAL ADMIXTURE PHARMACY
JMG CLEANING SOLUTION LLC
HANNA CAMPBELL & POWELL LLP
CROWN UNIFORM & LINEN SERVICE
EXPERT MEDICAL NAVIGATION
ADVANCE AIR AND HEAT CO INC
D&D LABORATORY LLC
VERATHON INC
JOHNSON OCONNOR FERON &
WB MASON CO INC
MATHESON TRI GAS INC
TLC ENGINEERING SOLUTIONS INC
TIERPOINT LLC
US POSTAL SERVICE
MEDTRONIC SOFAMOR DANEK USA INC
Globus Medical North America
FRESHPOINT SOUTH FLORIDA INC
GLE CONSULTING INC
QUEST DIAGNOSTICS INCORPORATED
HACHEY URBANOSKI LLC
UNITEX TEXTILE RENTAL SERVICES
COTTON COMMERCIAL USA
GLOBAL JET CAPITAL LLC
MILESTONE HEALTHCARE LLC
DUGGAN MECHANICAL SERVICES INC
REPUBLIC SERVICES INC
BAM BAM ENTERPRISES LLC
HUNTON SERVICES
SOUTHEAST TEXAS INPATIENT PHYSICIAN
BIO RAD LABORATORIES
OCEANS BEHAVIORAL HOSPITAL
PALOI ADVISORS LLC
BLUSKY RESTORATION CONTRACTORS LLC
FADI NADDOUR MD
PREMIER DIAGNOSTIC SERVICES INC
CUTT KENDELL & OLSON ATTORNEY
TRAILRUNNER INTERNATIONAL LLC
WINSTON & STRAWN LLP
BOWDITCH & DEWEY LLP
LIFESHARE BLOOD CENTERS

ANGELICA URENA AND LAW OFFICE
NEOGENOMICS LABORATORIES
MERCHANT SERVICE
SAPPHIRE ELEVATOR LLC
CONCUR TECHNOLOGIES INC
NEIGHBORWORKS HOUSING SOLUTIONS
AM SURGICAL
CT CORPORATION SYSTEM
CCMMA TX PLLC
SERPE ANDREWS PLLC
OHIO VALLEY PERFUSION ASSOCIATES
ASAHI INTECC USA INC
VIRTUAL RADIOLOGIC CORPORATION
ROLLS-ROYCE PLC
ECRI
LUBIN & MEYER AS ATTORNEY FOR THE
PADFIELD AND STOUT LLP TRUST
TEXAS HEALTHCARE LINEN LLC
MIDADE LLC
BALDWIN GROUP DBA ROGERS GRAY
OMRAM LLC
PEDIATRIC PROFESSIONAL ASSOC PC
ACCESS TELECARE PLLC
BRIAN T. CARTY
SALTZ MICHELSON ARCHITECTS
PUEBLO MECHANICAL AND CONTROLS LLC
TELERADIOLOGY SOLUTIONS
ALLHEART ELECTRIC COMPANY
MEDICAL BUSINESS ASSOCIATES INC
GORDON & PARTNERS TRUST ACCT
SOUTHWEST MEDICAL IMAGING PA
HOLIDAY CVS LLC
METTEL
STREAMLINE VERIFY LLC
QUALITY HEALTHCARE PARTNERS
CHARLIE WILLIAMS PAINTING
JCB ORTHO LLC
NORTHWIND STRATEGIES LLC
EXECUTIVE MEDICAL PHYSICS ASSOC
EASTSIDE ENTERPRISES INC
BOILER SPECIALISTS INC

TODDS ENVIROSCAPES LLC
MN & COMPANY MEDIA MANAGEMENT INC
HARRY W DONIAS MD LLC
JACOB COHEN MD
IMPERATIVE CARE INC
B2B DELIVERY LLC
MORTON HOSPITAL
MEDIALAB INC
BOWIE COUNTY TEXAS LOCAL PROVIDER PARTIC
MARICE GUZMAN PLLC FBO KELLY
XTANT MEDICAL INC
CC ANESTHESIA SOLUTIONS LLC
HOARTY TREE EXPERTS INC
J A MAYANS MD
ELEVATOR REPAIR SERVICE INC
STUART BREISCH MD
MIDLAND PLASTIC SURGERY CENTER
TSNE MISSION WORKS
TEND HEALTH LLC
PRIDESTAR EMS INC
ARHC NCODSTX01 LLC
PACIFIC PREMIER TRUST COMPANY
UMS MR FUSION SVC OF NE LLC
ALLAN M JORGE MD PA
POPP HUTCHESON PLLC
MERGE HEALTHCARE SOLUTIONS INC
TTG ISOTOPES LLC
ENTECH SALES & SERVICE LLC
KONSULT INC
TANK WIZARDS INC
WEST TEXAS UROLOGY PA
JOHN K DORMAN
BASIN NEUROSURGICAL & SPINE
UMS URS LITHOTRIPSY SERVICES
S R DEME MD PA
AMERICAN ARBITRATION ASSOCIATION
CARDIOVASCULAR DIAGNOSTIC CENTER
VIKRAM PATEL MD PA
VOGELZANG LAW PC
PURCHASING POWER LLC
FUSION ORTHOPEDICS USA LLC

GREATER HAMPSTEAD FAMILY MEDICINE
UMS LITHO SERVICE OF BRISTOL COUNTY
AVASURE LLC
VSI SURGICAL
DMILLER CONSULTING LLC
PINE ISLAND ASSOCIATES LLC
ARIOL LABRADA MD PA
ADVANCED CARDIOVASCULAR
ACCREDITATION COUNCIL FOR GRADUATE
MASS PARK INC
GIANT PEACH CONSTRUCTION LLC
STEINER-ATLANTIC LLC
M DE VERA LANDSCAPING LLC
WINTER ST PARTNERS NEW BEDFORD LLC
SATCOM DIRECT INC
BYRNES MECHANICAL CONTRACTORS INC
SAN ANTONIO MERCHANT SHIPPERS LLC
VTR PAPAGO MEDICAL PARK LLC
ENVELOPE SUPERSTORE
RAMON HECHAVARRIA MD
SOUTH FLORIDA MEDICAL IMAGING PA
UNITED RENTALS NORTH AMERICA INC
GQRC TECHNOLOGIES LLC
SOUTH MIDDLESEX OPPORTUNITY COUNCIL
Associates in Medical Imaging LLC
PRECISION PHYSICS SERVICES LLC
MPX
FW WEBB COMPANY
FUJIFILM SONOSITE INC
JAMES M POTTS MD
MBA MEDICAL INC
EVEXIAS HEALTH SOLUTIONS LLC
DCMD HOLDINGS LLC
SYSTEM4 OF BOSTON
PERMIAN BASIN ANESTHESIA PLLC
JASON R MURPHY
GEROW EQUIPMENT COMPANY
CR HALL COMPANY LTD
MELTWATER NEWS US INC
BERKSHIRE BANK
GEN DIGITAL INC.

AEP SOUTHWESTERN DES
SAMBASIVA R SUKHAVASI MD PA
FARRUKH QURESHI
MILLERS RIVER DEVELOPMENT LLC
WADLEY REGIONAL MEDICAL CENTER
MRUNAL PATEL
REIS LANDSCAPING & GARDENING LLC
SLIPPERY ROCK COMMERCIAL ROOFING
D BAKER LAW GROUP PC
THE PICARD GROUP LLC
COWBOYS STADIUM LP
MERRITT MEDICAL CENTER II
ALDO H MARTINEZ FLEITES MD PA
THE SUFFOLK GROUP LLC
ADVIZEX TECHNOLOGIES LLC
GRANGER MEDICAL INC
WORLD FUEL SERVICES EUROPE LTD AVIATION
ANANIA PLUMBING & HEATING INC
HEALTHCARE FINANCIAL GROUP INC
INNERFACE ARCHITECTURAL SIGNAGE INC
KONSTANTYN SZWAJKUN
SENSO SCIENTIFIC
DAVID J HENDERSON MD
EPREWARD INC
DOCTORS PARK II CONDO ASSOCIATION
CHRISTOPHER J TROIANO MD
SPARKLIGHT BILL PAY
TX ONCOLOGY PA
KARL STORZ ENDOSCOPY
GREER LABORATORIES
MOUNTAIN MEDICAL PHYSICIAN
SMARTRISE HEALTH LLC
PEDIATRIC ECHOCARDIOGRAPHY SERVICES
LINKBIO CORP
CHARLES CROFT MD PA
THE DELTA PATHOLOGY GROUP LLC
HAYSTACKID LLC
ENDOLOGIX LLC
ACCESS CORP
INTEGRITY HEALTHCARE LOCUMS LLC
TAYLOR COMMUNICATIONS

AGILITI SURGICAL INC
INSPIRE MEDICAL SYSTEMS INC
AGILITI SURGICAL EQUIPMENT REPAIR
DONNELLEY FINANCIAL LLC
WM CORPORATE SERVICES INC
FLORIDA DEPARTMENT OF CHILDREN
SERVPRO OF CENTRAL BREVARD
IMAGEFIRST
DIGISONICS INC
FRESH PROVISIONS INC
SYSCO SOUTH FLORIDA INC
ISMAEL MONTANE MD PA
RM ARIZONA HOLDINGS INC
VOYCE INC
RED LABEL SERVICES
CORIN USA LIMITED
AMERICAN RED CROSS
NATIONAL GOVERNMENT SERVICES
SERVICEMASTER BY GILIMORE
HELGESEN HOUTZ & JONES PC
ENGIE RESOURCES
SPECTRUM
IMAGEFIRST OF NEW ENGLAND
UNIVERSAL ELECTRICAL SERVICES INC
TECO/PEOPLES GAS
JAIME E CAMPOS MD PA
TRICARE Management
GREAT-WEST LIFE
GCB INDUSTRIES LLC
NITEEN ANDALKAR
HUNTON TRANE
TLC JANITORIAL INC
BEACONMEDAES LLC
PROLINK HEALTHCARE
ABBOTT LABORATORIES INC.
ABBOTT RAPID DIAGNOSTICS
ABBOTT VASCULAR INC
ACCREDITATION PARTNERS LLC
AMERICAN ACADEMY HOLDINGS LLC
AMN HEALTHCARE LANGUAGE SERVICES
AQUITY SOLUTIONS LLC

BECTON DICKINSON AND COMPANY
BIOMERIEUX
BIOMERIEUX VITEK INC
BLUEVOYANT LLC
CAREFUSION SOLUTIONS LLC
CHANGE HEALTHCARE SOLUTIONS LLC
COLLEGE OF AMERICAN PATHOLOGISTS
DOCTORS BILLING INC
DRFIRST.COM
ELEKTA INC
EXPERIAN HEALTH INC
FORWARD ADVANTAGE INC
GE HEALTHCARE IITS USA
GETINGE USA SALES LLC
GUIDEPOINT SECURITY LLC
HOLOGIC SALES AND SERVICES LLC
IMALOGIX LLC
INSITEONE LLC
INTELLIGENT MEDICAL OBJECTS INC
KORCHEK TECHNOLOGIES LLC
LANDAUER INC
MEDASOURCE
MERATIVE US LP
MICROSOFT CORP
NET HEALTH SYSTEMS INC
Philips Medical Capital
PHILIPS NORTH AMERICA LLC
PRESS GANEY ASSOCIATES LLC
PROVATION SOFTWARE INC
RADIOMETER AMERICA INC
RLDATIX NORTH AMERICA INC
ROCHE DIAGNOSTICS CORPORATION
SAGILITY OPERATIONS INC FKA HGS
SECURITAS HEALTHCARE LLC
SHARECARE HEALTH DATA
SOURCEHOV HEALTHCARE INC
SPOK, INC.
STERICYCLE INC
TRINISYS LLC
TWIAGE SOLUTIONS INC
VARIAN MEDICAL SYSTEMS INC

VIZIENT INC
WERFEN USA LLC
KCD GENERAL CONTRACTORS
MEDLINE/MOZART HOLDING
SODEXO INC & AFFILIATES
1 TEST CORP
A MURPHY INC
ABDOMINAL SURGEONS LTD
ABIOMED INC
ACADIAN AMBULANCE SERVICES INC
ACCESS CIG LLC
ACCLARENT INC
ACUTANE INC STAMPS CONCENTRATION
ADDISON GROUP
ADVANCED STERILIZATION PRODUCTS
AESCULAP INSTRUMENTS
ALGOREX HEALTH TECHNOLOGIES INC
ALTERYX INC
AMERICAN COLLEGE OF SURGEONS
AMERICAN HEART ASSOCIATION INC.
AMERICAN MEDICAL RESPONSE OF
AMERICAN PORTABLE
ANGIODYNAMICS INC
AR CATALDO CORPORATION
ARIZONA GASTRO CARE PLLC
ARM ELECTRICAL SERVICES LLC
ARTHREX INC
ARTHROSURFACE INC
ASSURGENT MEDICAL STAFFING
ATI RESTORATION LLC
ATRICURE
BAYSTATE INTERPRETERS INC
BECKMAN COULTER INC
BIO-RAD LABORATORIES INC
BIOTE MEDICAL LLC
BREAKAWAY COURIER BOSTON INC
BREWSTER AMBULANCE SERVICE
CARDIOVASCULAR SYSTEMS INC
CARRIER CORPORATION
CARRIER RENTAL SYSTEMS
CERAPEDICS INC

COLLECTIVE MEDICAL TECHNOLOGIES INC
CONCORD MEDICAL GROUP OF TEXAS
CONCORD MEDICAL GROUP PLLC
CORDIS US CORP
CORE DIALYSIS SERIES LLC
COVIDIEN SALES LLC
CRA INTERNATIONAL INC
CTL Amedica
CYRACOM LLC
DASSAULT FALCON JET CO
DHHS - UNIFIED STATE LABORATORIES
DIGIRAD IMAGING SOLUTIONS INC
DOVER FLOORS INC
DRUCKER MEDIA INC
DX INC
ELIOT COMMUNITY HUMAN
ELLKAY LLC
EMERGENCHEALTH LLC
EMPOWER ANNUITY INS CO OF AMERICA,
ENCORE FIRE PROTECTION
ERBE USA INC
EVOQUA WATER TECHNOLOGIES LLC
FAGRON STERILE SERVICES LLC
FLEXCARE LLC
FLORIDA PEST CONTROL
FONAR CORPORATION
FX MASSE ASSOCIATES INC
FX SHOULDER USA INC
GASTON ELECTRICAL CO INC
GLENSTONE CAPITAL LLC
GORDON FOOD SERVICE INC
GULF COAST REGIONAL BLOOD CENTER
HARBINGER COMMUNICATIONS INC
HATCH 130 LLC
HEALTHPRO HERITAGE
HIGH DESERT MECHANICAL CORP
HUB INTERNATIONAL NEW ENGLAND LLC PREMI
INO THERAPEUTICS LLC
INSIGHT IMAGING
INTEGRA LIFESCIENCES CORP
Intuitive Surgical Inc.

JACKSON LLOYD SELECT RISK
JAMES CARROLL AS AGENT LABORIE
JANI-KING OF RHODE ISLAND
JENSEN HUGHES INC
JJ FRANK LANDSCAPING INC
JUST PRESS PLAY
KCI USA INC
KICKDRUM TECHNOLOGY GROUP LLC
KNOWTION HEALTH
LAB LOGISTICS LLC
LANTHEUS MEDICAL IMAGING INC.
LEMAITRE VASCULAR INC
LIFE SPINE INC
LIGHTNING BOLT SOLUTIONS
LIMBACH COMPANY LLC
LINCOLN HARRIS CSG
LIVANOVA USA INC
MCT EXPRESS INC
MEDACTA USA INC
MERIT MEDICAL SYSTEMS INC
MESSAGE MANAGEMENT CENTER LLC
MESSER LLC
MICRO-TECH ENDOSCOPY USA INC
MIDLAND PATHOLOGIST P A
MSDSOONLINE INC
NEOGENOMICS LABORATORIES INC
NMS LABS
ONEBLOOD INC
ORTHO CLINICAL DIAGNOSTICS
OSSIO INC
OSTEOMED
PARIS HEALTHCARE
PARTNERSOURCE
PENNSYLVANNIA STATESHENANGO
PEPSI COLA COMPANY
PHREESIA INC
PREPMD PROFESSIONALS LLC
PRO HEALTH MEDICAL STAFFING LLC
PROFESSIONAL PIPING INC
PROFICIO SURGICAL ASSISTANTS LLC
PULMONARY CONSULTANTS PC

REAUD MORGAN & QUINN LLP TRUST
RENTOKIL NORTH AMERICA
REPUBLIC SPINE LLC
RESOURCES GLOBAL PROFESSIONALS
RESTORIXHEALTH
REYNOLDS DEWALT
RICHARD WOLF MEDICAL
RICHARDS BRANDT MILLER NELSON
RICOH USA INC
RIDE MOBILE TRANSPORTATION INC
ROOFS INC
SCA PHARMACEUTICALS LLC
SCHINDLER ELEVATOR CORPORATION
SEMPERIS INC
SERVICEHUB CORPORATION
SHOCKWAVE MEDICAL INC
SHRED IT
SIGNATURE AVIATION USA LLC
SILK ROAD MEDICAL INC
SKELETAL DYNAMICS LLC
SOUTH TEXAS BOILER INDUSTRIES
SOUTHWORTH-MILTON INC
SPECIALTYCARE CARDIOVASCULAR
SPINEART USA INC
STAT BIO MEDICAL SALES & SERVICE
STEVEN A CALLAHAN ELECTRICAL
STEWART & STEVENSON
SUNBELT RENTALS
SYSCO ARIZONA INC
SYSCO BOSTON LLC
SYSCO CENTRAL FLORIDA INC
SYSCO EAST TEXAS
SYSCO HOUSTON INC
SYSCO JACKSON LLC
SYSCO WEST TEXAS
SYSMEX AMERICA INC
TAC MED INC
THE FACTOR INC
THE ROMANS GROUP
THERAPEUTIC RESEARCH CENTER
TMHP

TORNIER INC
TOWNE PARK LLC
TRANE US INC
UNUM LIFE INSURANCE COMPANY OF
UROLOGIC SURGEONS OF ARIZONA PLC
US FOODS INC
US MED EQUIP LLC
WASTE CONNECTIONS OF FLORIDA
WEST TECHS CHILL WATER SPECIALIST
WESTPORT LINEN SERVICES INC
WHITMAN PARTNERS INC
WICKER SMITH O'HARA MCCOY & FORD
WLG WL GORE&ASSOC MPD
WOLF & COMPANY PC
WRIGHT MEDICAL TECHNOLOGY INC
3M HEALTH INFORMATION SYSTEMS
ACCLARA SOLUTIONS LLC
CLOUDMED
COGNIZANT TECHNOLOGY SOLUTIONS
CONSENSUS CLOUD SOLUTIONS
DELL FINANCIAL SERVICES
ERGONOMIC GROUP
HEWLETT PACKARD FINANCIAL SERVICES
HP INC
INOVALON PROVIDER INC
INTERLACE HEALTH LLC
IODINE SOFTWARE LLC
JAMS INC
LOGIXHEALTH INC
MRO CORPORATION
PRESIDIO NETWORKED
REVSPRING INC
TEGRIA RCM GROUP US INC.
BREAZEALE SACHSE & WILSON LLP
BRUCE & KELLEY PC
CAPPLIS CONNORS CARROLL & ENNIS
DRAFFIN & TUCKER LLP
FALK WAAS HERNANDEZ ET AL
FOSTER & ELDRIDGE LLP
HALL PRANGLE & SCHOONVELD LLC
HAMEL MARCIN DUNN REARDON & SHEA PC

JULIE SMITH
KIPP AND CHRISTIAN PC
MARSHALL DENNEHEY WARNER
QUINTAIROS PRIETO WOOD & BOYER PA
RESNICK & LOUIS PC
SNOW CHRISTENSEN & MARTINEAU
THE CHECKETT LAW FIRM PLLC
THOMPSON BOWIE & HATCH LLC
WILLIS TOWERS WATSON US LLC
WIPFLI LLP
AUDERE INTERNATIONAL LIMITED
EXCELA RECEIVABLES 3 LLC
H RAMOS FARMS

Exhibit A¹

Mutual Releases. Except as otherwise expressly set forth below, for good and valuable consideration, the adequacy of which is hereby confirmed, as of the Trust Establishment Date, each of (A) the Debtors, (B) the Estates, (C) the Litigation Trust, (D) the Litigation Trustee, (E) the FILO Parties, (F) the Creditors' Committee and each of its members (solely in their official capacity), and (G) each Related Party of each Person or Entity described in any of the immediately preceding clauses (A) through (F) to the extent that such Person or Entity is legally entitled to bind such Related Party under applicable law (each, a **"Releasing Party"** and, collectively, the **"Releasing Parties"**), in each case on behalf of themselves and their respective successors, assigns, and any and all other Entities that may purport to assert any Claim or Cause of Action derivatively by or through such Releasing Party, shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged the Released Parties from any and all Claims, Interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever (including any derivative claims, asserted or assertable on behalf of such Releasing Party), whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise that such Releasing Party would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part: any act or omission, obligation, transaction, transfer, agreement, event, or other occurrence taking place on or before the Trust Establishment Date, including any Claims or Causes of Action based on or relating to, or in any manner arising from, in whole or in part, the Debtors (including the governance, management, direct or indirect ownership, transactions with, or operation thereof) or their Estates; the Litigation Trust; the Litigation Trustee; the Chapter 11 Cases (including the filing and administration thereof); the negotiation, formulation, preparation, dissemination, or consummation of the transactions contemplated by the FILO Settlement Term Sheet or any other contract, instrument, release, or document created or entered into in connection with the FILO Settlement or any of the other definitive documents related thereto; any other debt or security of the Debtors and the ownership thereof; the purchase, sale, or rescission of the purchase or sale of any debt or security of the Debtors; the subject matter of, or the transactions or events giving rise to, any Claim or Interest; the business or contractual or other arrangements or other interactions between any Releasing Party and any Released Party; the restructuring of any Claim or Interest before or during the Chapter 11 Cases; any other in-or-out-of-court restructuring efforts of the Debtors; any intercompany obligations, transactions, or transfers; the Approval Order and the transactions contemplated thereby; or any other agreement, act or omission, transaction, transfer, event, or other occurrence related to the foregoing and taking place on or before the Trust Establishment Date. Notwithstanding anything to the contrary in the foregoing, these releases (i) shall not be construed as releasing (a) any Released Party from Claims or Causes of Action arising from a material misrepresentation or an act or omission constituting actual fraud, willful misconduct, criminal misconduct, or gross negligence of or by such Released Party, in each case as judicially determined by a Final Order, (b) any Claims or Causes of Action arising after the transfer of the Litigation Trust Assets to the Litigation Trust, (c) the Debtors or the Estates from

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the *Settlement and Stay Relief Term Sheet*, to which this exhibit is attached (the **"FILO Settlement Term Sheet"**), or **Annex 1** attached hereto, as applicable.

the Retained FILO Claim (including, without limitation, any liens securing the Retained FILO Claim), (d) any rights or obligations of any party or Entity under the Approval Order, the FILO Settlement Term Sheet, the Plan Support Agreement Term Sheet, any definitive document related to the FILO Settlement or the Plan Support Agreement Term Sheet, or any other document, instrument, or agreement executed to implement the Plan or the transactions contemplated by the FILO Settlement, or (e) any Intercompany Claims; and (ii) shall not release any Claims or Causes of Action against any Identified Non-Released Party. For the avoidance of doubt, no Person or Entity not (i) expressly identified on the list of Individual Released Parties, or (ii) defined as a Released Party, shall be deemed to be granted a release hereunder, regardless of whether such Person or Entity is specifically identified on Schedule 2 hereof.

Annex 1

Defined Terms

2016 Distribution means the dividends, distributions, and/or allocations paid, made, and/or issued in October 2016 by Steward Health Care System LLC and all other transactions related thereto (including any subsequent transfer of the proceeds thereof).

2020 Transactions means, individually and/or collectively, (a) the transactions that were entered into and/or occurred in or about May 2020 pursuant to which: (i) Manolete Health, LLC purchased Steward Healthcare International Holdings Ltd. from Steward Health Care System LLC, (ii) Jordan Valley Medical Center, LP (“**Jordan Valley**”) and Davis Hospital and Medical Center, LP (“**Davis**”) contributed real properties to MPT of Utah-Steward, LLC (together with its subsidiaries, the “**Utah JV**”) for common equity interests in the Utah JV and subsequent cash distributions from the Utah JV, and the Utah JV leased such real properties back to Jordan Valley and Davis, and (iii) Cerberus Operations and Advisory Company exchanged its equity in Steward Healthcare Investors LLC for a \$350 million convertible note, and (b) all other transactions related thereto, including any transactions in what was referred to at the time as Project Easter.

2021 Distribution means the dividends, distributions, and/or allocations paid, made, and/or issued in January 2021 by Steward Health Care System LLC and all other transactions related thereto (including any subsequent transfer of the proceeds thereof).

2022 Transaction means the transaction or transactions entered into on or about May 31, 2022 (and certain other dates in 2022) by and among, among others, Sparta Merger Sub I Inc., Sparta Merger Sub II Inc., Sparta Merger Sub III Inc., Sparta Merger Sub I LLC, Sparta Merger Sub II LLC, Sparta Merger Sub III LLC, Sparta Sub Inc., SNCN Holdco Inc., SICN Holdco Inc., Steward Integrated Care Network, Inc., Steward Accountable Care Network, Inc., Steward Health Care Network Inc., Sparta Holding Co. LLC, Steward Health Care System LLC and CareMax, Inc. pursuant to which certain value-based care assets were transferred to Sparta Holding Co. LLC and acquired by CareMax, Inc., and all other transactions related thereto or included therein (including any dividends, distributions, and/or allocations paid, made, and/or issued in 2022 in connection with and/or following such transaction(s), and any subsequent transfer of the proceeds thereof or arising therefrom).

Affiliate means, with respect to any specified Entity: (i) an “affiliate,” as defined in section 101(2) of the Bankruptcy Code, of such specified Entity as if such specified Entity were a debtor in a case under the Bankruptcy Code; (ii) any Entity that, directly or indirectly through one or more intermediaries or otherwise, controls, is controlled by or is under common control with the specified Entity; (iii) any Entity that directly or indirectly owns, controls, or holds twenty percent (20%) or more of the outstanding equity securities of the specified Entity; or (iv) any Entity twenty percent (20%) or more of whose outstanding equity securities are directly or indirectly owned, controlled, or held by the specified Entity or by an Entity that directly or indirectly owns, controls, or holds twenty percent (20%) or more of the outstanding equity securities of the specified Entity. As used in the prior sentence, “control” includes (without limitation) the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of the specified Entity (whether through the ownership of equity, by contract or otherwise).

Avoidance Actions means any and all actual or potential Claims and Causes of Action to avoid a transfer of property or an obligation incurred by the Debtors or their Estates arising under (i) chapter 5 of the Bankruptcy Code, including sections 502(d), 544, 545, 547, 548, 549, 550, 551, or 553(b) of the Bankruptcy Code, or (ii) applicable non-bankruptcy law including any state or foreign law governing fraudulent or otherwise avoidable obligations, transfers or conveyances.

Bankruptcy Code means title 11 of the United States Code, as amended from time to time, as applicable to the Chapter 11 Cases.

Bankruptcy Court means the United States Bankruptcy Court for the Southern District of Texas, Houston Division having jurisdiction over the Chapter 11 Cases.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as amended from time to time, and any local rules of the Bankruptcy Court, in each case as applicable to the Chapter 11 Cases.

Cause of Action means any action, claim, cross-claim, third-party claim, cause of action, controversy, dispute, demand, right, Lien, indemnity, contribution, recoupment right, guaranty, suit, obligation, liability, loss, debt, fee or expense, damage, interest, judgment, cost, account, defense, remedy, offset, power, privilege, proceeding, reimbursement claim, license, and franchise of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, asserted or unasserted, accrued or unaccrued, assertable directly or derivatively (including on a theory of veil piercing, alter-ego, vicarious liability, predecessor liability, successor liability, mere continuation, domination and control, mere instrumentality, inadequate capitalization, single business enterprise or common enterprise, equitable subordination or recharacterization), whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory (including under any state or federal securities laws), and whether arising under federal law, state statutory law, common law, or any other applicable international or domestic law, rule, statute, regulation, treaty, right, duty, requirement, or otherwise. For the avoidance of doubt, “Cause of Action” includes (i) any right of setoff, counterclaim, or recoupment and any claim for breach of contract or for breach of duties imposed by law or in equity, (ii) the right to object to Claims or

Interests, (iii) any claim pursuant to section 362 of the Bankruptcy Code, (iv) any claim or defense, including fraud, mistake, duress, and usury and any other defenses set forth in section 558 of the Bankruptcy Code, and (v) any Avoidance Actions.

Chapter 11 Case means, with respect to a Debtor, such Debtor's case under chapter 11 of the Bankruptcy Code commenced on the Petition Date in the Bankruptcy Court, jointly administered with all other Debtors' cases under chapter 11 of the Bankruptcy Code.

Chief Restructuring Officer means John R. Castellano, in his capacity as Chief Restructuring Officer of each of the Debtors.

Claim means a "claim," as defined in section 101(5) of the Bankruptcy Code.

Creditors' Committee means the official committee of unsecured creditors appointed by the U.S. Trustee in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as set forth in the *Notice of Appointment of Official Committee of Unsecured Creditors* (Docket No. 290) filed on May 16, 2024, as reconstituted from time to time.

Debtor Related Parties means (i) with respect to each Debtor and each Estate, such Debtor's or Estate's attorneys, accountants, investment bankers, consultants, professional advisors, independent auditors, Transformation Committee (including the members thereof, and any sub-committee thereof, including the Investigation Subcommittee), and Chief Restructuring Officer, as applicable, each in their capacity as such; (ii) with respect to each Debtor Related Party listed in the immediately preceding clause (i), such Person's or Entity's current and former officers, directors, principals, equity holders (regardless whether such interests are held directly or indirectly), members, partners (including both general and limited partners), managers, employees, agents, and advisory board members, each in their capacity as such; (iii) with respect to any Hospital Debtor, such Debtor's current and former officers, presidents, directors, individual managers, and advisory board members, each in their capacity as such; and (iv) the Individual Released Parties; *provided* that, notwithstanding anything herein to the contrary, no Identified Non-Released Party shall be a Debtor Related Party or Released Party.

Entity has the meaning set forth in section 101(15) of the Bankruptcy Code.

Estate(s) means individually or collectively, the estate or estates of the Debtors created under section 541 of the Bankruptcy Code.

FILO DIP Order means the *Final Order (I) Authorizing the Debtors to (A) Obtain New Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Liens and Provide Superpriority Administrative Expense Claims; (II) Granting Adequate Protection to Certain Prepetition Secured Parties; (III) Modifying the Automatic Stay; and (IV) Granting Related Relief* (Docket No. 1538), entered by the Bankruptcy Court on July 10, 2024.

FILO Parties means, collectively, the Prepetition Bridge Agent, the FILO Bridge Lenders, the FILO DIP Secured Parties, the Prepetition FILO Agent, and the FILO Lenders (each as defined in the FILO DIP Order), in each case in their capacities as such, and the Litigation Funding Agent and the providers of the Litigation Funding in their capacities as such.

FILLO Settlement means the settlement embodied in the FILO Settlement Term Sheet.

Final Order means an order or judgment of a court of competent jurisdiction that has been entered on the docket maintained by the clerk of such court, which has not been reversed, vacated, or stayed and as to which (i) the time to appeal, petition for *certiorari*, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for *certiorari*, or other proceedings for a new trial, reargument, or rehearing shall then be pending, or (ii) if an appeal, writ of *certiorari*, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for *certiorari*, or move for a new trial, reargument, or rehearing shall have expired. However, notwithstanding anything herein to the contrary, no order or judgment shall fail to be a “Final Order” solely because of the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous rule under the Bankruptcy Rules (or any analogous rules applicable in another court of competent jurisdiction) or sections 502(j) or 1144 of the Bankruptcy Code has been or may be filed with respect to such order or judgment.

Governmental Unit has the meaning set forth in section 101(27) of the Bankruptcy Code.

Hospital Debtors means all Debtors, other than, for the avoidance of doubt, Steward Health Care Holdings LLC and Steward Health Care System LLC, that held or owned a license to operate a hospital at any time during the Chapter 11 Cases.

Identified Non-Released Parties means (i) the Persons and Entities listed on **Schedule 2** annexed hereto, (ii) any other Person or Entity identified by the Debtors on the Schedule of Identified Non-Released Parties, (iii) with respect to the Persons and Entities described in the immediately preceding clauses (i) or (ii), each such Person’s or Entity’s (a) successors, (b) assigns, (c) current and former relatives, (d) non-Debtor nominees or alter egos, (e) current and former non-Debtor Affiliates, and (f) subsequent transferees of payments or consideration received in connection with the Prepetition Transactions or any fraudulent transfer or unlawful dividend, in each case of the immediately preceding clauses (a) – (f), solely in their capacity as such, and (iv) solely with respect to a Claim or Cause of Action arising from or relating to a Prepetition Transaction, any Person that advised or represented a Debtor and/or any Identified Non-Released Party in a Prepetition Transaction (solely in their capacity as such) at the time such Prepetition Transaction was consummated or in connection with any subsequent transfer of the proceeds thereof or arising therefrom.

Individual Released Parties means the individuals listed on the **Schedule 1** annexed hereto, each in their capacity as a current or former director, officer, manager, employee, advisor, or consultant of one or more of the Debtors.

Interest means any equity interest (as defined in section 101(16) of the Bankruptcy Code) in a Debtor, including all shares, units, common stock, preferred stock, membership interests, partnership interests or other instruments evidencing any fixed or contingent ownership interest in any Debtor, whether or not transferable, and whether fully vested or vesting in the future, including

any option, warrant, or other right, contractual or otherwise, to acquire any such interest in a Debtor.

Intercompany Claim means any pre- or postpetition Claim against a Debtor held by another Debtor.

Investigation Subcommittee means the subcommittee of the Transformation Committee, consisting of Alan J. Carr and William Transier.

Lien has the meaning set forth in section 101(37) of the Bankruptcy Code.

Person means any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, limited partnership, trust, estate, unincorporated organization, Governmental Unit, or other Entity.

Petition Date means May 6, 2024.

Plan Administrator Committee means a committee comprised of Monica Blacker, Alan J. Carr, and William Transier.

Plan Support Agreement Term Sheet means the Plan Support Agreement Term Sheet referred to in the FILO Settlement Term Sheet and executed in connection therewith.

Plane Sales means the sales by certain of the Debtors or the Debtors' Affiliates of (i) a Lear airplane in February 2021, (ii) a Challenger airplane in 2018, (iii) a Global Jet 6000 airplane in 2024, and (iv) a Falcon airplane in 2024.

Prepetition Transactions means the (i) 2016 Distribution, (ii) 2020 Transactions, (iii) 2021 Distribution, (iv) 2022 Transaction, and (v) the Plane Sales.

Related Parties means, with respect to any Entity, such Entity's current and former Affiliates, and such Entity's and its current and former Affiliates' respective current and former subsidiaries, officers, directors, principals, equity holders (regardless of whether such interests are held directly or indirectly), members, partners (including both general and limited partners), managers, employees, agents, advisory board members, management companies, managed accounts or funds, affiliated investment funds or investments vehicles, and Representatives, and with respect to each of the foregoing, their respective predecessors, successors, and assigns, in each case, solely in their capacity as such.

Released Parties means (i) the Debtors, the Estates, and the Debtor Related Parties; (ii) each of the following, solely in their capacity as such, (a) the members of the Plan Administrator Committee, and (b) the Litigation Trust and the Litigation Trustee; (iii) each of the following, solely in their capacities as such, (a) the Creditors' Committee and each of its members, and (b) the FILO Parties; and (iv) with respect to each of the foregoing Entities identified in the immediately preceding clauses (ii) or (iii), such Entities' Related Parties; *provided* that, notwithstanding anything herein to the contrary, no Identified Non-Released Party shall be a Released Party.

Representative means, with respect to any Entity, such Entity's outside attorneys, accountants, investment bankers, consultants, professional advisors, independent auditors, trustees, fund advisors, investment managers, investment advisors, sub-advisors, sub-managers, and other professionals, and each of their respective current and former officers, directors, principals, equity holders (regardless whether such interests are held directly or indirectly), members, partners (including both general and limited partners), managers, employees, agents, and advisory board members, each in their capacity as such.

Transformation Committee means the special committee of the board of managers of Steward Health Care Holdings LLC comprised of Alan J. Carr, John R. Castellano, and William Transier.

Exhibit A

Individual Released Parties

- Alan Carr
- Ann-Marie Driscoll
- Carlos Hernandez
- David Barnhardt
- Eugene (Jay) Sullivan
- Gail Schlesinger
- General H.R. McMaster
- Henry (Nick) Nickells
- Jeffrey Morales
- Jennifer Hunt
- John Boehner
- John Castellano
- Joseph Weinstein
- Katchena Potter
- Mary Beth Taylor
- Nathalie Hibble
- Octavio Diaz
- Patrick Lombardo
- Rich Iannessa
- Sr. Vimala Vadakumpadan
- Susan Brown
- William Transier

Schedule 2

Identified Non-Released Parties

- Alessandra Pace
- Armin Ernst
- Brian Carty
- Christopher Dunleavy
- Craig Jesiolowski
- David Chicoine
- David Friend
- David Morales
- Herbert Holtz
- James Karam
- James Lenehan
- Jill Moretto
- John Polanowicz
- Joseph Ciccolo
- Joseph Maher
- Joshua Putter
- Mark Girard
- Mark Rich
- Michael Callum
- Miroslav Boyanov
- Nadine Delicata
- Ralph de la Torre
- Robert Guyon
- Ruben King-Shaw Jr.
- Sanjay Shetty
- 5326 Old Buena Vista Road LLC
- Ad Astra Per Aspera LLC
- CareMax, Inc.
- Cayman TRS Holdings
- Cerberus Capital Management, L.P.
- Cerberus International II Master Fund LP
- Cerberus Partners II LP
- Cerberus Series Four Holdings LLC
- de la Torre Foundation
- de la Torre Family Foundation
- Management Health Services Colombia S.A.S.
- Management Health Services LLC
- Manolete Health Investors LLC
- Manolete Health LLC
- Medical Properties Trust, Inc.
- MPT Sycamore Opco LLC
- Ralph de la Torre Revocable Trust
- RDLT – SHCI Investor LLC
- RDLT – SHCI Manager LLC
- Sagamore Capital Management, LLC
- Santa Clara Holdings LLC
- Sparta Holding Co. LLC
- Steward Health Care International
- Steward Health Care International (Malta) Ltd
- Steward Health Care International Colombia S.A.S.
- Steward Health Care Investors LLC
- Steward Health Care International Investors LLC
- Steward Health Care International Kingdom of Saudi Arabia, S.L.
- Steward Health Care International Ltd
- Steward Health Care International S.L
- Steward Malta Assets Ltd
- Steward Malta Ltd
- Steward Malta Management Ltd
- Steward Malta Personnel Limited
- Steward Management Holdings LLC
- Tenet Healthcare Corporation
- TRACO International Group S. DE R.L.

Exhibit D

Medical Liability Claims Procedures

MEDICAL LIABILITY CLAIMS PROCEDURES¹

The Estate Representative shall adopt and implement the below procedures (the “**Medical Liability Claims Procedures**”) for reviewing and liquidating all unliquidated claims against the Debtors arising out of or related to alleged negligence in connection with the rendering of medical care arising prior to the Effective Date (the “**Debtor Medical Liability Claims**”). The below procedures will allow and permit the Estate Representative to make determinations as to the allowance of asserted Debtor Medical Liability Claims, including the allowed amount thereof (the “**Allowed Claim Amount**”). The Estate Representative shall administer the Medical Liability Claims Procedures with the goals of securing the just, speedy, and cost-efficient determination of allowance of every Debtor Medical Liability Claim, and providing substantially similar treatment to all holders of Debtor Medical Liability Claims.

Subject to the procedures and conditions set forth below, the Estate Representative shall have the authority to determine the allowance of any Debtor Medical Liability Claim. Pursuant to that authority, the Estate Representative may investigate any Debtor Medical Liability Claim and may request information from any holder of a Debtor Medical Liability Claim to ensure compliance with the terms outlined herein. Subject to section [6.11] of the Plan, the Estate Representative shall retain all property, rights, privileges and defenses of the Debtors with respect to all Debtor Medical Liability Claims. The Estate Representative shall have the authority to compromise, settle, withdraw, or otherwise resolve any Debtor Medical Liability Claims without approval of the Bankruptcy Court in accordance with these Medical Liability Claims Procedures. Any finding or determination by the Estate Representative with respect to a Debtor Medical Liability Claim shall not be binding or used for any other purpose other than allowance of the Debtor Medical Liability Claim for distribution purposes under the Plan.²

Procedures

Debtor Medical Liability Claims will be classified into the following categories for consideration and determination under these Medical Liability Claims Procedures:

Debtor Medical Liability Claims Asserted in the Amount of \$350,000 or Less: If a holder has filed a proof of claim by the applicable Bar Date asserting a Debtor Medical Liability Claim arising prior to the Petition Date in the amount of \$350,000 or less, such Debtor Medical Liability Claim shall automatically be deemed Allowed for purposes of distribution under the Plan; provided that such holder has submitted reasonable documentation in support of such Debtor Medical Liability Claim, as determined by the Estate Representative or their designee, each in their sole discretion. The Estate Representative will provide such holder notice that their Debtor

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the *Joint Chapter 11 Plan of Liquidation of Steward Health Care System LLC and its Affiliated Debtors* (Docket No. 4743) (including all exhibits and schedules thereto and as may be modified, amended, or supplemented, the “**Plan**”).

² In all instances, the Estate Representative will treat all individual and collective claim related information in accordance with existing HIPAA Privacy Rules and standards of care.

Medical Liability Claim has been deemed Allowed in the amount asserted in the timely filed proof of claim. For purposes of this category, the Estate Representative reserves the right to exclude any amended proofs of claim filed after the applicable Bar Date.

For holders of Debtor Medical Liability Claims asserted in the amount of \$350,000 or less that have not submitted sufficient documentation in their timely filed proofs of claim, such holders will be notified by the Estate Representative that they will have one hundred and eighty (180) days to provide any additional information necessary to the Estate Representative to substantiate such claims. Absent submission of such sufficient documentation by the applicable deadline, such Debtor Medical Liability Claim shall be deemed disallowed and expunged, without further notice to or action, order or approval of the Bankruptcy Court.

Debtor Medical Liability Claims Asserted in an Amount Greater Than \$350,000: After the Confirmation Date, the Estate Representative will send a form (the “**Claim Form**”) to all holders who have asserted Debtor Medical Liability Claims in an amount greater than \$350,000 or in an unliquidated amount in a timely filed proof of claim. Each such holder shall complete and submit the Claim Form within one hundred and eighty (180) days of service of such form.³ The Claim Form shall provide holders of Debtor Medical Liability Claims with two options:

Option 1: Claim Reduction Election. Holders of Debtor Medical Liability Claims may agree and stipulate to an Allowed Claim Amount of \$350,000 (the “**Claim Reduction Election**”); provided that such Allowed Claim Amount shall solely be for purposes of allowance of their Claim in the Chapter 11 Cases and distributions under the Plan. For the avoidance of doubt, treatment of such Debtor Medical Liability Claim and distributions on account thereof shall solely be determined by the Plan. The Claim Reduction Election shall not be available to holders who have asserted Debtor Medical Liability Claims in an unliquidated amount.

Option 2: Claim Determination. Holders of Debtor Medical Liability Claims may elect to participate in a claim review process as follows:

Phase 1: Initial Claim Determination Process. If a holder of a Debtor Medical Liability Claim does not make the Claim Reduction Election, such holder must demonstrate the following in its Claim Form:

- a. **Claim Validity Requirements.** A holder must demonstrate:
 - i. The holder received negligent medical care from (a) a Debtor or (b) any individual whose negligent provision of medical care is the legal responsibility of a Debtor;
 - ii. Such negligent medical care was the proximate cause of the holder’s alleged damages; and
 - iii. The holder filed a Proof of Claim on or before the applicable Bar Date.

³ It shall be the responsibility of the holder of the Debtor Medical Liability Claim to provide the Estate Representative with any change of address or contact information.

- b. **Claim Evidence.** A holder may demonstrate a qualifying Debtor Medical Liability Claim by submitting to the Estate Representative:
- i. Medical records substantiating the medical treatment received and alleged injuries suffered by the holder as a result of such medical treatment or services;
 - ii. Medical bills and other records (e.g., paystubs, receipts, hospital records, insurance records, any applicable funeral or burial expenses) substantiating any economic damages alleged by the holder;
 - iii. A sworn statement by a qualified physician establishing that (i) he or she personally examined the holder's medical records and/or the holder, and (ii) based upon that examination, he or she believes to a reasonable degree of medical certainty that the holder's alleged damages were proximately caused by the negligent provision of medical care; and
 - iv. Any other credible evidence that tends to establish the existence of an alleged injury and/or economic damages, including, but not limited to, the following information:
 1. Evidence of the holder's condition at the time of the alleged injury;
 2. The nature of the holder's or decedent's alleged bodily injury;
 3. The duration of any medical, mental health, or rehabilitative treatment;
 4. The holder's or decedent's age;
 5. The holder's or decedent's employment history;
 6. The holder's or decedent's medical history;
 7. A death certificate, if the claim is presented for a deceased individual;
 8. Affidavits from holder, heirs, or others with personal knowledge, describing the timing, length and circumstances of holder's or decedent's injuries; and
 9. Whether the holder or decedent had a surviving spouse, parents, or dependents, and if so, the age of those dependents.
 - v. A holder must also submit the following information, if available, to the Estate Representative:
 1. Information that might suggest the existence of another source or condition that may have caused or contributed to any injuries;
 2. The potential liability of other entities or persons for some or all of the holder's injuries or damages and any compensation

and recoveries, of any kind, received from any person or entities connected to holder's injuries; and

3. Copies of all claims, complaints, proofs of claim, notices, settlement documents, releases, recoveries, compensation received, or similar documents that holder submits or entered into in respect of claims asserted against or to be asserted against any other entity or person arising from or related to holder's or decedent's injuries that underlie the Debtor Medical Liability Claim presented to the Estate Representative; provided that, to the extent that additional such documents or evidence becomes available to the holder after his or her claim submission and before the Estate Representative determines the allowance of the Debtor Medical Liability Claim, the holder shall supplement his or her claim with such additional evidence.
 - vi. The holder may submit such additional information that the holder believes will assist the Estate Representative determine that the holder has satisfied the Claim Validity Requirements.
 - vii. The Estate Representative may request additional information as reasonably necessary in the opinion of the Estate Representative to determine the allowance of a Debtor Medical Liability Claim. The holder shall provide such additional information so that it is received by the Estate Representative within fourteen (14) days of such request.
- c. **Claim Determination.** The Estate Representative or its advisors shall evaluate each submission individually and will follow the guidelines set forth above to determine, based on the information obtained, (a) whether or not a submitted Debtor Medical Liability Claim is Allowed or is disallowed and (b) to the extent Allowed, the corresponding Allowed Claim Amount (such determination, the "**Claim Determination**"). The Allowed Claim Amount shall be determined by the Estate Representative to replicate to the extent possible the amount a reasonable jury might award for the Debtor Medical Liability Claim, taking into account the relative shares of fault that may be attributed to any parties potentially responsible for the Debtor Medical Liability Claim under applicable law and applying the same standard of proof that would apply under applicable law. In no circumstances shall the Estate Representative assign any claim value for any punitive damages, exemplary damages, statutory enhanced damages, attorney's fees or costs, or claims presentation-related expenses. If the holder accepts the Allowed Claim Amount, it becomes the final determination of the claim.
- d. **Appeal to Mediation.** If the Claim Determination is not satisfactory to the holder, the holder may request to proceed to mediation. A holder must submit notice to the Estate Representative of its intent to appeal the Claim Determination through mediation within thirty (30) days of receipt of the

Claim Determination, otherwise the holder shall be deemed to have accepted the Claim Determination and such claimant's Debtor Medical Liability Claim shall be Allowed in the amount of the Claim Determination without further action by the parties or the Bankruptcy Court.

Phase 2: Mediation. If the Initial Claim Determination Process does not result in a Claim Determination satisfactory to a holder and a notice of appeal of the Claim Determination is timely provided to the Estate Representative, the Estate Representative and the holder shall proceed to non-binding mediation ("**Mediation**") no earlier than one hundred and eighty (180) days after the Estate Representative's receipt of such holder's notice of appeal (unless the Estate Representative agrees to an earlier date). The Estate Representative shall serve a mediation referral notice on the American Arbitration Association (the "**AAA**"). The Mediation shall conclude within one hundred and twenty (120) days following appointment of a mediator (the "**Mediator**"). The Mediation will be conducted remotely via Zoom or similar platform, unless another location is mutually agreed to by the holder and the Estate Representative. In Mediation, the Mediator shall consider the same evidentiary requirements as set forth above.

a. Appointment of a Mediator.

- i. Within sixty (60) days after the referral to mediation has occurred, the AAA shall prepare a list of five potential mediators from its panel. The Estate Representative and the holder shall each be permitted to strike two names from the list within five (5) days of receiving the list. The AAA shall appoint the Mediator from the remaining names and send immediate notice of such appointment and the location and time of the mediation conference to the Estate Representative and the holder. All Mediators shall be impartial and neutral. No Mediator shall have any financial or personal interest in or relation to the proceedings or, except where otherwise agreed by the parties, in any related matters.

b. Conduct of Mediation.

- i. No written discovery shall be permitted unless mutually agreed to by the parties, provided that any information submitted in the Initial Claim Determination Process shall be permitted to be considered by the Mediator in the Mediation.

c. Fees and Costs of Mediation.

- i. Mediation fees shall be divided evenly between the holder and the Plan Trust. Each party shall bear the expense of its own counsel and all other costs.

d. Mediation Report.

- i. At the conclusion of the Mediation or the final adjournment after any continuation thereof, the parties shall sign a written report (the “**Mediation Report**”) before the Mediator stating:
 1. That the holder and the Estate Representative have completed the Mediation in good faith and otherwise complied with the Mediation procedures set forth herein; and either:
 - a. That the Debtor Medical Liability Claim has been settled and the terms of the settlement; or
 - b. That the holder intends to either (i) subject the Debtor Medical Liability Claim to binding arbitration or (ii) proceed with liquidating the Debtor Medical Liability Claim in the tort system.

Phase 3(a): Binding Arbitration. If, at the conclusion of Mediation, the claimant elects to subject the Debtor Medical Liability Claim to arbitration (“**Arbitration**”), an Arbitration hearing shall be held following appointment of an arbitrator (the “**Arbitrator**”). In Arbitration, the Arbitrator shall consider the same evidentiary requirements set forth above.

a. Conduct of Arbitration.

- i. The Arbitration shall be conducted in accordance with applicable law and shall be governed by the Federal Arbitration Act, Title 9, United States Code. Except as otherwise provided herein or as otherwise agreed by the parties, the Arbitration shall be conducted pursuant to the AAA’s Commercial Arbitration Rules. Those rules provide procedures and guidelines for, among other things, (a) the qualifications and appointment of the Arbitrator, (b) communications with the Arbitrator, (c) preliminary exchange of information, (d) the introduction of evidence, and (e) the time, form, and scope of the arbitration award.
- ii. No written discovery shall be permitted unless mutually agreed to by the parties.
- iii. Requests for documents shall be required to be made at least thirty (30) calendar days before the hearing to the Arbitrator, who shall rule on the requests within five (5) days and only grant the requests if clearly relevant and necessary. If a request is granted, documents are required to be produced within ten (10) calendar days from the Arbitrator granting the request.
- iv. The Arbitrator shall have sole discretion as to whether depositions can be taken; provided that, to the extent the Arbitrator allows depositions, such depositions must be limited to two (2) hours and each party may only request to depose up to two witnesses.

- v. The claimant and Estate Representative each must submit a five (5) page pre-arbitration statement at least seven (7) days prior to the Arbitration. Each party shall be granted ninety (90) minutes, including any rebuttal, within which to present its position. The Arbitration shall be conducted remotely via Zoom or similar platform, unless another location is mutually agreed to by the claimant and the Estate Representative. No post-arbitration briefs shall be permitted.

b. Fees and Costs of Arbitration.

- i. Arbitration fees shall be divided evenly between the claimant and the Plan Trust; provided that the Arbitrator may in his or her sole discretion assess the entire cost of Arbitration against any party delaying or abusing the arbitration proceedings. Each party shall bear the expense of its own counsel, experts, witnesses, prosecution, and all other costs.

c. Arbitration Award.

- i. The arbitral award must be written and shall be binding and shall be within the discretion of the Arbitrator, but in no event shall the award exceed the claimed amount of the Debtor Medical Liability Claim set forth in the claimant's Claim Form or Proof of Claim, whichever is lower. Neither party shall have the right to appeal the award except on the grounds set forth in the Federal Arbitration Act. There will be no right to a trial *de novo*.

Phase 3(b): Tort System Alternative. Holders, who at the conclusion of Mediation elect to proceed with liquidating their Debtor Medical Liability Claim in the tort system, retain the right to institute or continue a lawsuit in the tort system against the Estate Representative in the appropriate jurisdiction. Upon such an election, the automatic stay shall be deemed modified, without further order of the Bankruptcy Court, to allow the holder to proceed against the Estate Representative in the tort system for the sole purpose of liquidating his or her Debtor Medical Liability Claim. For the avoidance of doubt, no holder shall be granted relief from the automatic stay to commence or continue any action, suit or trial, to proceed with discovery, or to pursue its Debtor Medical Liability Claim in a non-bankruptcy forum until the holder has completed the Medical Liability Claims Procedures. Any lawsuit in the tort system must be filed by the holder in his or her own right and name and not as a member or representative of a class, and no such lawsuit may be consolidated with any other lawsuit. All defenses shall be available to both sides at trial. The final judgment obtained in the tort system shall determine the Allowed Claim Amount that is eligible for distribution from the Plan Trust in accordance with the Plan.

Allowed Amounts. Any Debtor Medical Liability Claim that is Allowed, as determined pursuant to these Medical Liability Claims Procedures, shall be treated in accordance with the Plan confirmed and implemented in the Debtors' Chapter 11 Cases.

Ability to Settle Debtor Medical Liability Claims. Nothing herein shall limit the ability of a holder and the Estate Representative to settle a Debtor Medical Liability Claim by mutual agreement at any time. All such settlements shall be subject to the terms set forth herein.

Failure to Comply with the Medical Liability Claims Procedures. If a holder fails to comply with the Medical Liability Claims Procedures, negotiate in good faith, or cooperate with the Estate Representative as may be necessary to effectuate the Medical Liability Claims Procedures, the Bankruptcy Court may, after notice and a hearing, find such conduct to be in violation of the Confirmation Order, an abandonment of, or failure to prosecute, the Debtor Medical Liability Claim, or both. Upon such findings, the Bankruptcy Court may, among other things, disallow and expunge the Debtor Medical Liability Claim, in whole or in part, or grant such other or further remedy deemed just and appropriate under the circumstances, including, without limitation, awarding attorneys' fees and other fees and costs to the Estate Representative.

Exhibit B

Confirmation Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§	
	§	Chapter 11
	§	
STEWARD HEALTH CARE SYSTEM	§	Case No. 24-90213 (CML)
LLC, <i>et al.</i> ,	§	
	§	(Jointly Administered)
Debtors. ¹	§	
	§	

**NOTICE OF ENTRY OF ORDER
(I) CONFIRMING JOINT CHAPTER 11 PLAN OF LIQUIDATION
OF STEWARD HEALTH CARE SYSTEM LLC AND ITS AFFILIATED
DEBTORS AND (II) APPROVING DISCLOSURE STATEMENT ON A FINAL BASIS**

PLEASE TAKE NOTICE that on July [●], 2025, the Honorable Christopher M. Lopez, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”), entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving Disclosure Statement on a Final Basis and (II) Confirming Joint Chapter 11 Plan of Liquidation of Steward Health Care System LLC and Its Affiliated Debtors* (Docket No. [●]) (the “**Confirmation Order**”) confirming the *Confirming Joint Chapter 11 Plan of Liquidation of Steward Health Care System LLC and Its Affiliated Debtors*, dated July 11, 2025 (Docket No. 5492) (as supplemented and amended, the “**Plan**”).²

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order, Plan, and Disclosure Statement may be obtained free of charge by visiting the website maintained by Kroll Restructuring Administration LLC (“**Kroll**”) at <https://restructuring.ra.kroll.com/Steward>. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at <https://www.pacer.gov/>. Please note that a PACER password and login are required to access documents via PACER.

PLEASE TAKE FURTHER NOTICE that, except as otherwise provided in the Plan, the deadline for filing requests for payment of Administrative Expense Claims arising between November 15, 2025 and July [●], 2025 is August [●], 2025 (the “**Administrative Expense Claims Bar Date**”). Holders of Administrative Expense Claims that are required to file and serve a request for payment of such Administrative Expense Claims and that do not file and serve such a request by the Administrative Expense Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors or the applicable Estate

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Steward>. The Debtors’ service address for these chapter 11 cases is 2811 McKinney Avenue, Suite 300, Dallas, Texas 75204.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

Representative and their property, and such Administrative Expense Claims shall be deemed compromised, settled, and released without consideration as of the Effective Date.

PLEASE TAKE FURTHER NOTICE that, notwithstanding anything in the Bar Date Order to the contrary, the deadline for the holders of Specified Claims³ to file a proof of claim is August [●], 2025. Holders of Specified Claims must file a proof of claim in substantially the form attached to the Bar Date Order as Exhibit 1 thereto (the “**Proof of Claim**”) so that it is actually received by Kroll on or before the first Business Day that is twenty (20) days following the Confirmation Date with respect to Specified Claims held by any such Entity arising prior to the Petition Date (the “**Specified Claims Bar Date**”). Holders of Specified Claims that are required to file and serve a proof of claim and that do not file and serve such proof of claim by the Specified Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Specified Claim against the Debtors or the applicable Estate Representative and their property, and such Administrative Expense Claims shall be deemed compromised, settled, and released without consideration as of the Effective Date.

PLEASE TAKE FURTHER NOTICE that the Plan and the provisions thereof are binding on the Debtors and any holder of a Claim against, or Interest in, the Debtors and such holder’s respective successors and assigns, whether or not the Claim or Interest of such holder is impaired under the Plan and whether or not such holder voted to accept the Plan.

PLEASE TAKE FURTHER NOTICE that you may also access electronic copies of the form of Proof of Administrative Claim and the Proof of Claim via the QR Code below. The form of administrative proof of claim is also available on the “Submit a Claim” page at <https://restructuring.ra.kroll.com/steward/>. Please be advised that Kroll cannot provide legal advice.



³ “**Specified Claims**” means any Entity that (i) asserts any claim of an employee of the Debtors for unused paid time off (other than an employee of the Debtors subject to the Bar Date Order); (ii) asserts any claim that is solely against any non-Debtor affiliate(s); and/or (iii) is a non-Debtor affiliate asserting a claim against a Debtor affiliate.

Dated: July [●], 2025
Houston, Texas

/s/ DRAFT

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Exhibit C

Consummation Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re: STEWARD HEALTH CARE SYSTEM LLC, et al., Debtors.¹	§ § § § § § § §	Chapter 11 Case No. 24-90213 (CML) (Jointly Administered)
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**NOTICE OF EFFECTIVE DATE OF JOINT
CHAPTER 11 PLAN OF LIQUIDATION OF STEWARD
HEALTH CARE SYSTEM LLC AND ITS AFFILIATED DEBTORS**

PLEASE TAKE NOTICE that on July [●], 2025, the Honorable Christopher M. Lopez, United States Bankruptcy Judge for the United States Bankruptcy Court for the Southern District of Texas (the “**Bankruptcy Court**”), entered the *Findings of Fact, Conclusions of Law, and Order (I) Approving Disclosure Statement on a Final Basis and (II) Confirming Joint Chapter 11 Plan of Liquidation of Steward Health Care System LLC and Its Affiliated Debtors* (Docket No. [●]) (the “**Confirmation Order**”) confirming the *Confirming Joint Chapter 11 Plan of Liquidation of Steward Health Care System LLC and Its Affiliated Debtors*, dated July 11, 2025 (Docket No. 5492) (as supplemented and amended, the “**Plan**”).²

PLEASE TAKE FURTHER NOTICE that on [●], all conditions precedent to consummation of the Plan were satisfied or waived in accordance with Article XI of the Plan. Further, no stay of the Confirmation Order is in effect. Accordingly, [●] is the Effective Date of the Plan. As of the Effective Date, the injunction set forth in Section 12.5 of the Plan is now in place.

PLEASE TAKE FURTHER NOTICE that, except as otherwise provided in the Plan, the deadline for filing requests for payment of Administrative Expense Claims arising between [●] and [●] is [●] (the “**Administrative Expense Claims Bar Date**”). Holders of Administrative Expense Claims that are required to file and serve a request for payment of such Administrative Expense Claims and that do not file and serve such a request by the Administrative Expense Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Expense Claims against the Debtors or the applicable Estate Representative and their property, and such Administrative Expense Claims shall be deemed compromised, settled, and released without consideration as of the Effective Date.

¹ A complete list of the Debtors in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://restructuring.ra.kroll.com/Steward>. The Debtors’ service address for these chapter 11 cases is 2811 McKinney Avenue, Suite 300, Dallas, Texas 75204.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

PLEASE TAKE FURTHER NOTICE that in accordance with Section 10.1 of the Plan, on the Effective Date, except as otherwise provided in the Plan, all Executory Contracts and Unexpired Leases to which any of the Debtors are parties shall be deemed rejected except for an Executory Contract or Unexpired Lease that: (i) is specifically and expressly designated as a contract or lease to be assumed pursuant to the Plan, including as set forth in the Schedule of Assumed Contracts or Confirmation Order; (ii) was previously assumed or rejected by the Debtors pursuant to a Final Order of the Bankruptcy Court or assumed and assigned pursuant to pursuant to a Final Order of the Bankruptcy Court; (iii) previously expired or terminated pursuant to its own terms or by agreement of the parties thereto; (iv) is the subject of a separate pending assumption or rejection motion on or before the Effective Date; (v) is the subject of a pending Cure Dispute; (vi) is a contract, lease, or other agreement or document entered into in connection with the Plan; or (vii) is a D&O Policy or other insurance policy to which any Debtor or Estate Representative is a beneficiary or an insured. For the avoidance of doubt, the Estate Representative may seek to assume, assume and assign, or reject an Executory Contract or Unexpired Lease at any time prior to the Effective Date, whether or not such Executory Contract or Unexpired Lease is listed on the Schedule of Assumed Contracts. As of the Effective Date, entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of the assumptions or rejections provided for in the Plan pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that copies of the Confirmation Order, Plan and Disclosure Statement may be obtained free of charge by visiting the website maintained by Kroll Restructuring Administration LLC (“**Kroll**”) at <https://restructuring.ra.kroll.com/Steward>. Parties may also obtain any documents filed in the Chapter 11 Cases for a fee via PACER at <https://www.pacer.gov/>. Please note that a PACER password and login are required to access documents via PACER.

PLEASE TAKE FURTHER NOTICE that the Plan and the provisions thereof (including the exhibits and schedules thereto and all documents and agreements executed pursuant thereto or in connection therewith), the Plan Documents, the Plan Supplement, and the Confirmation Order are effective and enforceable and shall bind the Debtors, the Released Parties, the Exculpated Parties, all holders of Claims and Interests (irrespective of whether such Claims or Interests are Impaired under the Plan or whether the holders of such Claims or Interests accepted or are deemed to have accepted the Plan), any other Person giving, acquiring, or receiving property under the Plan, any and all non-Debtor parties to Executory Contracts and Unexpired Leases with any of the Debtors, any other party in interest in the Chapter 11 Cases, and the respective heirs, executors, administrators, successors, or assigns, if any, of any of the foregoing. All settlements, compromises, releases (including, without limitation, the releases set forth in Article XII of the Plan), waivers, discharges, exculpations, and injunctions set forth in the Plan are effective and binding on any Entity that may have had standing to assert any settled, compromised, released, waived, discharged, exculpated, or enjoined Causes of Action.

PLEASE TAKE FURTHER NOTICE that you may also access electronic copies of the form of administrative proof of claim via the QR Code below. The form of administrative proof of claim is also available on the “Submit a Claim” page at <https://restructuring.ra.kroll.com/steward/>. Please be advised that Kroll cannot provide legal advice.



[Remainder of Page Left Intentionally Blank.]

Dated: [●]
Houston, Texas

/s/ DRAFT

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Exhibit D

Form of Proof of Administrative Claim

United States Bankruptcy Court, Southern District of Texas

Proof of Administrative Expense Claim

Read the instructions before filling out this form. This form is for asserting claims entitled to administrative priority pursuant to 11 U.S.C. § 503(b) and 11 U.S.C. § 507(a)(2) against one of the below Debtors (i) arising on or after November 16, 2024 or (ii) for which a proof of claim was not required to be submitted pursuant to the Bar Date Order (Docket No. 3217) or Administrative Expense Claims Bar Date Order (Docket No. 3217). Do not use this form to assert any claims arising prior to May 6, 2024, or post-petition claims arising on or prior to November 15, 2024 that were subject to the Administrative Expense Claims Bar Date Order.

Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment. Claims submitted without documented support may be subject to an objection by the Debtors. If such an objection occurs, you will be notified in writing.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in this information to identify the case (Select only one Debtor per claim form):

☐ Steward Health Care System LLC (Case No. 24-90213)	☐ Mesa General Hospital, LP (Case No. 24-90277)	☐ Steward Good Samaritan Radiation Oncology Center, Inc. (Case No. 24-90255)
☐ Arizona Diagnostic & Surgical Center, Inc. (Case No. 24-90214)	☐ Morton Hospital, A Steward Family Hospital, Inc. (Case No. 24-90282)	☐ Steward Health Care Holdings LLC (Case No. 24-90212)
☐ Beaumont Hospital Holdings, Inc. (Case No. 24-90215)	☐ Mountain Point Holdings, LLC (Case No. 24-90289)	☐ Steward Health Care International LLC (Case No. 24-90260)
☐ Biltmore Surgery Center Holdings, Inc. (Case No. 24-90216)	☐ Mountain Vista Medical Center, LP (Case No. 24-90297)	☐ Steward Health Care Network ACO Texas, Inc. (Case No. 24-90265)
☐ Biltmore Surgery Center, Inc. (Case No. 24-90217)	☐ MT Transition LP (Case No. 24-90303)	☐ Steward Health Care Network, Inc. (Case No. 24-90271)
☐ Blackstone Medical Center, Inc. (Case No. 24-90219)	☐ Nashoba Valley Medical Center, A Steward Family Hospital, Inc. (Case No. 24-90313)	☐ Steward Health Care OZ Fund, Inc. (Case No. 24-90279)
☐ Blackstone Rehabilitation Hospital, Inc. (Case No. 24-90223)	☐ New England Sinai Hospital, A Steward Family Hospital, Inc. (Case No. 24-90329)	☐ Steward Health Choice, Inc. (Case No. 24-90286)
☐ Boston Orthopedic Center, LLC (Case No. 24-90225)	☐ Odessa Fertility Lab, Inc. (Case No. 24-90334)	☐ Steward Healthcare Management Services LLC (Case No. 24-90293)
☐ Boston Sports Medicine and Research Institute, LLC (Case No. 24-90230)	☐ Odessa Regional Hospital, LP (Case No. 24-90348)	☐ Steward HH, Inc. (Case No. 24-90298)
☐ Brevard SHC Holdings LLC (Case No. 24-90236)	☐ OnSite Care MSO, LLC (Case No. 24-90358)	☐ Steward Hillside Rehabilitation Hospital, Inc. (Case No. 24-90304)
☐ Brim Healthcare of Colorado, LLC (Case No. 24-90242)	☐ OnSite Care, Inc. (Case No. 24-90352)	☐ Steward Holy Family Hospital, Inc. (Case No. 24-90309)
☐ Brim Healthcare of Texas, LLC (Case No. 24-90248)	☐ Permian Basin Clinical Services, Inc. (Case No. 24-90365)	☐ Steward Hospital Holdings LLC (Case No. 24-90314)
☐ Brim Holding Company, Inc. (Case No. 24-90261)	☐ Permian Premier Health Services, Inc. (Case No. 24-90371)	☐ Steward Hospital Holdings Subsidiary One, Inc. (Case No. 24-90320)
☐ Brim Physicians Group of Colorado, LLC (Case No. 24-90266)	☐ Physician Group of Arizona, Inc. (Case No. 24-90373)	☐ Steward Imaging & Radiology Holdings LLC (Case No. 24-90326)
☐ Choice Care Clinic I, Inc. (Case No. 24-90278)	☐ Physician Group of Arkansas, Inc. (Case No. 24-90374)	☐ Steward Medicaid Care Network, Inc. (Case No. 24-90331)
☐ Choice Care Clinic II, Inc. (Case No. 24-90283)	☐ Physician Group of Florida, Inc. (Case No. 24-90375)	☐ Steward Medical Group Express Care, Inc. (Case No. 24-90337)
☐ Choice Care Clinic III, Inc. (Case No. 24-90287)	☐ Physician Group of Louisiana, Inc. (Case No. 24-90376)	☐ Steward Medical Group Pennsylvania Endoscopy LLC (Case No. 24-90354)
☐ Choice Care Clinic of Louisiana, Inc. (Case No. 24-90291)	☐ Physician Group of Utah, Inc. (Case No. 24-90220)	☐ Steward Medical Group, Inc. (Case No. 24-90362)
☐ Choice Care Clinic of Utah, Inc. (Case No. 24-90299)	☐ Podiatric Physicians Management of Arizona, Inc. (Case No. 24-90226)	☐ Steward Medical Holdings LLC (Case No. 24-90357)
☐ Converse Medical Center LLC (Case No. 24-90306)	☐ PP Transition LP (Case No. 24-90231)	☐ Steward Medical Ventures, Inc. (Case No. 24-90360)
☐ Davis Hospital & Medical Center, LP (Case No. 24-90315)	☐ PP Transition, Inc. (Case No. 24-90228)	☐ Steward Melbourne Hospital, Inc. (Case No. 24-90363)
☐ Davis Hospital Holdings, Inc. (Case No. 24-90318)	☐ Quincy Medical Center, A Steward Family Hospital, Inc. (Case No. 24-90235)	☐ Steward New England Initiatives, Inc. (Case No. 24-90364)
☐ Davis Surgical Center Holdings, Inc. (Case No. 24-90324)	☐ Riverwoods ASC Holdco LLC (Case No. 24-90241)	☐ Steward Norwood Hospital, Inc. (Case No. 24-90366)
☐ De Zavala Medical Center LLC (Case No. 24-90340)	☐ Salt Lake Regional Medical Center, LP (Case No. 24-90245)	☐ Steward NSMC, Inc. (Case No. 24-90367)

Fill in this information to identify the case (Select only one Debtor per claim form):

☐ Downtown Houston Physician Hospital Organization (Case No. 24-90211)	☐ Salt Lake Regional Physicians, Inc. (Case No. 24-90251)	☐ Steward Ohio Holdings LLC (Case No. 24-90368)
☐ Glenwood Specialty Imaging, LLC (Case No. 24-90344)	☐ Seaboard Development LLC (Case No. 24-90256)	☐ Steward Operations Holdings LLC (Case No. 24-90369)
☐ HC Essential Co. (Case No. 24-90347)	☐ Seaboard Development Port Arthur LLC (Case No. 24-90258)	☐ Steward Pathology Physicians of Massachusetts, Inc. (Case No. 24-90370)
☐ Health Choice Florida, Inc. (Case No. 24-90350)	☐ SHC Youngstown Ohio Laboratory Services Company LLC (Case No. 24-90267)	☐ Steward Pennsylvania Holdings LLC (Case No. 24-90372)
☐ Health Choice Louisiana, Inc. (Case No. 24-90218)	☐ SHC Youngstown Ohio Outpatient Services LLC (Case No. 24-90270)	☐ Steward PET Imaging, LLC (Case No. 24-90221)
☐ Health Choice Managed Care Solutions LLC (Case No. 24-90224)	☐ SHC Youngstown Ohio PSC LLC (Case No. 24-90274)	☐ Steward PGH, Inc. (Case No. 24-90232)
☐ Health Choice Northern Arizona LLC (Case No. 24-90227)	☐ SJ Medical Center, LLC (Case No. 24-90210)	☐ Steward Physician Contracting, Inc. (Case No. 24-90238)
☐ Health Choice Preferred Accountable Care LLC (Case No. 24-90229)	☐ Southridge Plaza Holdings, Inc. (Case No. 24-90275)	☐ Steward Radiology Physicians of Arizona, Inc. (Case No. 24-90243)
☐ Health Choice Preferred Louisiana ACO LLC (Case No. 24-90234)	☐ Southwest General Hospital, LP (Case No. 24-90280)	☐ Steward Radiology Physicians of Florida, Inc. (Case No. 24-90249)
☐ Health Choice Preferred Louisiana Physician Association LLC (Case No. 24-90237)	☐ St. Luke's Behavioral Hospital, LP (Case No. 24-90284)	☐ Steward Radiology Physicians of Massachusetts, Inc. (Case No. 24-90254)
☐ Health Choice Preferred Texas ACO - Alamo Region LLC (Case No. 24-90239)	☐ St. Luke's Medical Center, LP (Case No. 24-90294)	☐ Steward Radiology Physicians of Pennsylvania, Inc. (Case No. 24-90259)
☐ Health Choice Preferred Texas ACO - Gulf Coast Region LLC (Case No. 24-90244)	☐ Steward Accountable Care Organization, Inc. (Case No. 24-90302)	☐ Steward Rockledge Hospital, Inc. (Case No. 24-90264)
☐ Health Choice Preferred Texas Physician Association - Alamo Region LLC (Case No. 24-90250)	☐ Steward Anesthesiology Physicians of Florida, Inc. (Case No. 24-90307)	☐ Steward SA FSED Holdings, Inc. (Case No. 24-90268)
☐ Health Choice Preferred Texas Physician Association - Gulf Coast Region LLC (Case No. 24-90253)	☐ Steward Anesthesiology Physicians of Massachusetts, Inc. (Case No. 24-90310)	☐ Steward Sebastian River Medical Center, Inc. (Case No. 24-90272)
☐ Health Choice Utah Accountable Care LLC (Case No. 24-90257)	☐ Steward Anesthesiology Physicians of Pennsylvania, Inc. (Case No. 24-90328)	☐ Steward Sharon Regional Health System, Inc. (Case No. 24-90288)
☐ HealthUtah Holdco LLC (Case No. 24-90262)	☐ Steward ASC Holdings LLC (Case No. 24-90332)	☐ Steward Special Projects LLC (Case No. 24-90292)
☐ Heritage Technologies, LLC (Case No. 24-90273)	☐ Steward Carney Hospital, Inc. (Case No. 24-90336)	☐ Steward St. Anne's Hospital Corporation (Case No. 24-90296)
☐ IASIS Capital Corporation (Case No. 24-90276)	☐ Steward CGH, Inc. (Case No. 24-90339)	☐ Steward St. Elizabeth's Medical Center of Boston, Inc. (Case No. 24-90300)
☐ IASIS Finance II LLC (Case No. 24-90281)	☐ Steward Easton Hospital, Inc. (Case No. 24-90341)	☐ Steward St. Elizabeth's Realty Corp. (Case No. 24-90305)
☐ IASIS Finance III LLC (Case No. 24-90285)	☐ Steward Emergency Physicians of Arizona, Inc. (Case No. 24-90346)	☐ Steward Texas Hospital Holdings LLC (Case No. 24-90308)
☐ IASIS Finance Texas Holdings, LLC (Case No. 24-90295)	☐ Steward Emergency Physicians of Florida, Inc. (Case No. 24-90349)	☐ Steward Trumbull Memorial Hospital, Inc. (Case No. 24-90312)
☐ IASIS Finance, Inc. (Case No. 24-90290)	☐ Steward Emergency Physicians of Pennsylvania, Inc. (Case No. 24-90351)	☐ Steward TSC Investments LLC (Case No. 24-90316)
☐ IASIS Glenwood Regional Medical Center, LP (Case No. 24-90301)	☐ Steward Emergency Physicians Ohio, Inc. (Case No. 24-90353)	☐ Steward Valley Regional Ventures, Inc. (Case No. 24-90321)
☐ IASIS Healthcare Corporation (Case No. 24-90311)	☐ Steward Emergency Physicians, Inc. (Case No. 24-90343)	☐ Steward West Ventures Co. (Case No. 24-90323)
☐ IASIS Healthcare Holdings, Inc. (Case No. 24-90317)	☐ Steward Employer Solutions LLC (Case No. 24-90355)	☐ Stewardship Health Medical Group, Inc. (Case No. 24-90330)
☐ IASIS Healthcare LLC (Case No. 24-90319)	☐ Steward Fall River Management Care Services LLC (Case No. 24-90356)	☐ Stewardship Health, Inc. (Case No. 24-90327)
☐ IASIS Management Company (Case No. 24-90322)	☐ Steward Florida ALF LLC (Case No. 24-90359)	☐ Stewardship Services Inc. (Case No. 24-90333)
☐ IASIS Transco, Inc. (Case No. 24-90325)	☐ Steward Florida ASC LLC (Case No. 24-90361)	☐ The Medical Center of Southeast Texas, LP (Case No. 24-90335)
☐ Indigent Care Services of Northeast Louisiana, Inc. (Case No. 24-90247)	☐ Steward Florida Holdings LLC (Case No. 24-90222)	☐ TNC Transition LP (Case No. 24-90338)
☐ Jordan Valley Hospital Holdings, Inc. (Case No. 24-90252)	☐ Steward FMC, Inc. (Case No. 24-90233)	☐ TRACO Investment Management LLC (Case No. 24-90342)
☐ Jordan Valley Medical Center, LP (Case No. 24-90263)	☐ Steward Good Samaritan Medical Center, Inc. (Case No. 24-90240)	☐ Utah Transcription Services, Inc. (Case No. 24-90345)
☐ Legacy Trails Medical Center LLC (Case No. 24-90269)	☐ Steward Good Samaritan Occupational Health Services, Inc. (Case No. 24-90246)	

Part 1: Identify the Claim

1. Who is the current creditor?	Name of the current creditor (the person or entity to be paid for this claim) _____ Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	☐ No ☐ Yes. From whom? _____	
3. Where should notices and creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Name _____ Number _____ Street _____ City _____ State _____ Postal Code _____ Country _____ Contact phone _____ Contact email _____	Where should payments to the creditor be sent? (if different) Name _____ Number _____ Street _____ City _____ State _____ Postal Code _____ Country _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	☐ No ☐ Yes. Claim number on court claims registry (if known) _____ Filed on MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	☐ No ☐ Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim

6. Date debt was incurred? (if known)	_____ MM / DD / YYYY
7. How much is the administrative expense claim?	\$ _____
8. What is the basis of the claim? (for example, Goods Sold, Services Performed, Taxes, etc)	_____
Supporting Documentation. Each Proof of Administrative Expense Claim must include supporting documentation as contemplated by Bankruptcy Rules 3001(c) and 3001(d). If, however, such documentation is voluminous, upon prior written consent of the Debtors' counsel, such Proof of Administrative Claim may include a summary of such documentation or an explanation as to why such documentation is not available; provided that any creditor that received such written consent shall be required to transmit such writings to Debtors' counsel upon request no later than ten days from the date of such request.	

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date _____(mm/dd/yyyy)

Signature

Print the name of the person who is completing and signing this claim:

Name

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number Street

City

State

ZIP Code

Contact phone

Email
