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Counsel to the Debtor and Debtor-in-Possession

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

AMSTERDAM HOUSE CONTINUING
CARE RETIREMENT COMMUNITY,
INC.,¹
aka The Amsterdam at Harborside
aka The Harborside
aka Harborside Legacy Fund
aka Harborside Legacy Foundation,

Debtor.

Chapter 11

Case No. 21-71095 (AST)

Ref. Docket Nos. 46, 105, 129, 132, 193

**FINDINGS OF FACT, CONCLUSIONS OF
LAW, AND ORDER CONFIRMING DEBTOR'S
REVISED FIRST AMENDED PLAN OF REORGANIZATION
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

Recitals

A. On June 14, 2021 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended,

¹ The last four digits of the Debtor's federal tax identification number are 1764. The Debtor's mailing address is 300 East Overlook, Port Washington, New York 11050.



the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of New York (the “Court”).

B. On June 15, 2021, the Debtor filed its *Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 16] (the “Original Plan”). Concurrently therewith, the Debtor filed the *Disclosure Statement for Debtor’s Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 17] (the “Original Disclosure Statement”).

C. On July 12, 2021, the Debtor filed its *First Amended Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 105] (the “First Amended Plan”). Concurrently therewith, the Debtor filed the *Disclosure Statement for Debtor’s First Amended Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 106] (the “First Amended Disclosure Statement”). Subsequently, on July 19, 2021, the Debtor filed a revised copy of the First Amended Disclosure Statement [Docket No. 129] (the “Revised First Amended Disclosure Statement”).

D. The First Amended Plan was the result of extensive good-faith, arm’s-length negotiations among (i) the Debtor, (ii) UMB Bank, N.A., as Trustee for the Debtor’s outstanding Series 2014 Bonds (the “2014 Bond Trustee”), (iii) the Consenting Holders,² (iv) the Member, (v) the official committee of unsecured creditors (the “Creditors’ Committee”), and (vi) the United States Trustee.

E. On July 20, 2021, the Court entered the *Order (I) Approving the Disclosure Statement; (II) Establishing Plan Solicitation, Voting, and Tabulation Procedures; (III) Approving*

² All capitalized terms used but not defined in this Order shall have the meaning ascribed to such terms in the Revised First Amended Plan, which is attached to this Order as Exhibit A, or the Disclosure Statement Order (each as defined below), as applicable.

Forms of Notices and Ballots; (IV) Scheduling a Hearing for Plan Confirmation; (V) Shortening Notice for Disclosure Statement Hearing and Objections to Disclosure Statement; (VI) Shortening Notice For Objections to Plan and (VII) Granting Related Relief [Docket No. 132] (the “Disclosure Statement Order”).

F. In the Disclosure Statement Order, the Court (i) approved the Revised First Amended Disclosure Statement, (ii) approved the procedures (the “Solicitation and Voting Procedures”) by which the Debtor solicited votes to accept or reject the First Amended Plan from Holders of Claims or Interests in the Voting Classes (defined below), (iii) approved the forms and manner of notice of the Confirmation Hearing and the Objection Deadline provided to Holders of Claims and Interests and other parties in interest, (iv) established August 25, 2021 at 9:30 a.m. (prevailing Eastern Time) as the date and time for the hearing to consider confirmation of the First Amended Plan (the “Confirmation Hearing”), (v) established August 13, 2021 at 4:00 p.m. (prevailing Eastern Time) as the date and time by which objections to confirmation of the First Amended Plan were to be filed (the “Objection Deadline”), and (vi) shortened the notice period for objections to the First Amended Plan from twenty-eight (28) days under Bankruptcy Rules 3017 and 2002 to twenty-two (22) days. In the Disclosure Statement Order, the Court also set August 6, 2021 at 4:00 p.m. (prevailing Eastern Time) as the deadline for a creditor to serve and file a motion for an order pursuant to Bankruptcy Rule 3018(a) (the “Rule 3018 Motion Deadline”).

G. Consistent with the Solicitation and Voting Procedures, on July 23, 2021, the Debtor caused Kurtzman Carson Consultants, LLC (“KCC,” or alternatively, the “Balloting and Tabulation Agent”) to commence service of a “Solicitation Package” containing (a) the First Amended Plan and the Revised First Amended Disclosure Statement with exhibits on a USB Drive, (b) the Disclosure Statement Order, excluding exhibits, (c) a copy of the Solicitation and

Voting Procedures, (d) the appropriate ballot for accepting or rejecting the First Amended Plan (the “Ballot”), voting instructions, and a pre-addressed, postage pre-paid return envelope, (e) a cover letter, and (g) the Confirmation Hearing Notice.

H. The Balloting and Tabulation Agent served the Solicitation Package and other necessary documents to Holders of Claims and Interests (or their Nominees) in Class 3 (Bond Claims), Class 4 (General Unsecured Claims), and Class 5 (Resident Refund Claims) (collectively, the “Voting Classes”), all as more fully described in the *Certificate of Service* filed by KCC at Docket No. 149 (the “Solicitation Affidavit of Service”).

I. On July 23, 2021, the Debtor also caused the Balloting and Tabulation Agent to commence service of a Notice of Non-Voting Status and Confirmation Hearing Notice to each known Holder of a Claim in Classes 1, 2, 6, and 7 (such Classes, the “Non-Voting Classes”) and certain other parties in interest, as more fully described in the Solicitation Affidavit of Service.

J. The deadline by which Ballots from the Voting Classes were required to be actually received by the Balloting and Tabulation Agent was Friday, August 13, 2021 at 4:00 p.m. (prevailing Eastern Time) (the “Voting Deadline”).

K. On August 6, 2021, the Debtor filed the *Supplement to Debtor’s First Amended Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 166] (the “Plan Supplement”), containing the following documents: (a) the Assumption Schedule; (b) the Rejection Schedule; (c) the Opinion of Bond Counsel with respect to the Series 2021 Bonds; (d) the Member Contribution Agreement; and (e) the LSA. Notice of the filing of the Plan Supplement was served on all Holders of Claims on August 11, 2021 and on certain other parties in interest on August 6, 2021, as set forth in the *Certificates of Service* dated August 7, 2021 and August 16, 2021 [Docket Nos. 172, 183].

L. The Balloting and Tabulation Agent filed the *Declaration of Andres A. Estrada With Respect to the Tabulation of Votes on the Debtor's First Amended Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 190] on August 18, 2021 (the "Voting Declaration"). In the Voting Declaration, the Balloting and Tabulation Agent certified the results of the solicitation of acceptances and rejections of the First Amended Plan (the "Solicitation") and confirmed that the Solicitation was carried out in accordance with the Solicitation and Voting Procedures. As further described below, the Voting Declaration certified that, among other things, the First Amended Plan was accepted by 83.46% in number and 98.00% in amount of the voting Holders of Claims in Class 3, 66.67% in number and 64.96% in amount of the voting Holders of Claims in Class 4, and 100.00% in number and 100.00% in amount of voting Holders of Claims in Class 5.

M. No objections were timely filed to the First Amended Plan. The Debtor received certain informal comments and requests that clarifying language be included, and the Debtor's responses to these comments are reflected in the Revised First Amended Plan (as defined below) or this Order.

N. On August 20, 2021, the Debtor filed its *Memorandum of Law in Support of Entry of an Order Confirming the Revised First Amended Chapter 11 Plan of Reorganization for Amsterdam House Continuing Care Retirement Community, Inc.* [Docket No. 197] (the "Confirmation Memorandum"). The Debtor concurrently filed the *Declaration of James Davis in Support of the Revised First Amended Chapter 11 Plan of Reorganization for Amsterdam House Continuing Care Retirement Community, Inc.* [Docket No. 195] (the "Davis Declaration"), and the *Declaration of David B. Fields in Support of the Revised First Amended Chapter 11 Plan of Reorganization for Amsterdam House Continuing Care Retirement Community, Inc.* [Docket

No. 196] (the “Fields Declaration” and, together with the proposed version of the Order, the Confirmation Memorandum, and the Davis Declaration, the “Confirmation Submissions”).

O. On August 20, 2021, the Debtor filed the *Debtor’s Revised First Amended Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 193] (the “Revised First Amended Plan”).

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

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

Findings of Fact and Conclusions of Law

IT IS HEREBY FOUND AND DETERMINED THAT:

1. Findings and Conclusions. The findings and conclusions set forth herein, in the recitals, and in the record of the Confirmation Hearing, constitute this Court’s findings of fact and conclusions of law pursuant to Rule 52 of the Federal Rules of Civil Procedure, as made applicable

herein by Bankruptcy Rules 7052 and 9014. To the extent any of the findings of fact constitute conclusions of law, or any of the conclusions of law constitute findings of fact, they are adopted as such.

2. Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157, 1334(a), 1408 and 1409).

This Court has jurisdiction over this proceeding and the parties and property affected hereby pursuant to 28 U.S.C. § 1334 and the standing order with respect to referral of bankruptcy cases from the United States District Court for the Eastern District of New York dated December 5, 2012. Confirmation of the Revised First Amended Plan is a core proceeding under 28 U.S.C. § 157(b)(2), and this Court has jurisdiction (i) to determine whether the Revised First Amended Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed, and (ii) to enter a final order, consistent with Article III of the United States Constitution with respect thereto. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. Venue in the Eastern District of New York was proper as of the Petition Date and continues to be proper.

3. Chapter 11 Petition. On the Petition Date, the Debtor commenced a voluntary case under chapter 11 of the Bankruptcy Code (the “Chapter 11 Case”). The Debtor is authorized to continue to operate the Company’s businesses and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

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

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

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

7. Adequacy of the Solicitation and Voting Procedures (11 U.S.C. §§ 1125, 1126). Votes for acceptance or rejection of the First Amended Plan were solicited in good faith and the Solicitation complied with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the Disclosure Statement Order [Docket No. 132], all other applicable provisions of the Bankruptcy Code, Rules 3017-1, 3018-1, and 3020-1 of the Local Bankruptcy Rules for the Eastern District of New York (the “Local Rules”), and all other applicable rules, laws and regulations, including any applicable non-bankruptcy law.

8. Transmittal and Mailing of Materials; Notice. As evidenced by the Solicitation Affidavit of Service, the Voting Declaration, and the other affidavits of service and mailing filed with this Court prior to the Confirmation Hearing, the transmittal and service of the First Amended Plan, the Revised First Amended Plan, the Revised First Amended Disclosure Statement, the Ballots, the Confirmation Notice, and the Plan Supplement were adequate and sufficient under the circumstances, and all parties have been given due, proper, timely, and adequate notice, and an opportunity to appear and be heard with respect thereto. The Confirmation Notice informed Holders of Claims, Holders of Interests, and other parties in interest that the Confirmation Hearing could be adjourned and informed them of how to access the electronic website maintained by the Balloting and Tabulation Agent to obtain up-to-date information regarding the scheduling of the Confirmation Hearing and other relevant dates in the Chapter 11 Case. Holders of Claims and Holders of Interests also had the ability to request that they be placed on the list of parties receiving

notice pursuant to Bankruptcy Rule 2002. Accordingly, due and proper notice has been given with respect to the Confirmation Hearing and the deadlines and procedures for filing objections to the confirmation of the Revised First Amended Plan in accordance with the Disclosure Statement Order, the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

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

(a) Proper Classification of Claims and Equity Interests (11 U.S.C. §§ 1122 and 1123(a)(1)). In accordance with the Bankruptcy Code, the Revised First Amended Plan does not classify (i) Claims against the Debtor for payment of an administrative expense of a kind specified in section 503(b), 507(b), or 1114(e)(2) of the Bankruptcy Code (collectively, “Administrative Expense Claims”) (*see* Revised First Amended Plan § 2.1), (ii) all Claims against the Debtor of

the kind specified in section 507(a)(8) of the Bankruptcy Code (“Priority Tax Claims”) (*see* Revised First Amended Plan § 2.2), (iii) all accrued fees and reimbursable expenses for services rendered by a Retained Professional in the Chapter 11 Case (“Accrued Professional Compensation Claims”) (*see* Revised First Amended Plan § 2.1(a)), and (iv) all fees payable pursuant to 28 U.S.C. § 1930(a) (the “UST Fees”) (*see* Revised First Amended Plan § 2.3). The Revised First Amended Plan designates six Classes of Claims against the Debtor and one Class of Interests in the Debtor (*see* Revised First Amended Plan §§ 3, 4). The Claims or Interests placed in each Class are substantially similar to the other Claims or Interests, as the case may be, in such Class. Valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Revised First Amended Plan, the classifications were not promulgated for any improper purpose, and such Classes do not unfairly discriminate between or among Holders of Claims or Interests. The classification is reasonable and necessary to implement the Revised First Amended Plan and is proper under the Bankruptcy Code. Thus, the Revised First Amended Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

(b) Specification of Unimpaired Classes (11 U.S.C. § 1123(a)(2)). The Revised First Amended Plan specifies that Classes 1 (Other Priority Claims), 2 (Other Secured Claims), and 7 (Interests in the Debtor) are Unimpaired within the meaning of section 1124 of the Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code (*see* Revised First Amended Plan §§ 3, 4).

(c) Specification of Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). The Revised First Amended Plan designates each of Classes 3 (Bond Claims), 4 (General Unsecured Claims, including Rejection Damage Claims), 5 (Resident Refund Claims), and 6 (Intercompany Claims) as Impaired within the meaning of section 1124 of the Bankruptcy Code

and specifies the treatment of Claims and Interests in those Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code (*see* Revised First Amended Plan §§ 3, 4).

(d) No Discrimination (11 U.S.C. § 1123(a)(4)). The Revised First Amended Plan provides for the equivalent treatment by the Debtor for each Claim or Interest in a particular Class, unless a Holder of a particular Claim or Interest has agreed to less favorable treatment, which satisfies section 1123(a)(4) of the Bankruptcy Code (*see* Revised First Amended Plan §§ 3, 4).

(e) Implementation of Plan (11 U.S.C. § 1123(a)(5)). The Revised First Amended Plan and the Plan Supplement provide adequate and proper means for implementation of the Revised First Amended Plan, thereby satisfying section 1123(a)(5) of the Bankruptcy Code, including, without limitation: (i) the Refinancing Transaction; (ii) the issuance of the Series 2021 Bonds and entry into the 2021 Bond Documents; (iii) the contribution of \$9 million by the Member in accordance with the terms of the Member Contribution Agreement; (iv) the maintenance of the liquid assets supporting reserve funds (the “MLR Requirement”) and the Member’s provision of \$9 million in liquidity support pursuant to the Liquidity Support Agreement; (v) the continued corporate existence of the Debtor on and after the Effective Date (the “Reorganized Debtor”); (vi) the vesting of assets in the Reorganized Debtor; (vii) the cancellation of agreements, security interests, and other interests except as set forth in the Revised First Amended Plan; (viii) the exemption from certain transfer taxes and recording fees; (ix) the maintenance of the members of the board of directors and officers unless otherwise disclosed in the Plan Supplement or prior to the commencement of the Confirmation Hearing; (x) the assumption of certain insurance policies; (xi) the preservation of rights of action; (xii) the taking of all actions set forth in Section 6 of the Revised First Amended Plan; and, (xiii) the taking of all necessary and appropriate actions by the

Debtor or Reorganized Debtor, as applicable, to effectuate the transactions under and in connection with the Revised First Amended Plan. *See* Revised First Amended Plan § 6.

(f) Charter Provisions (11 U.S.C. § 1123(a)(6)). The Revised First Amended Plan provides that the Reorganized Debtor shall enter into such agreements and amend its corporate governance documents to the extent necessary to implement the terms and provisions of this Plan. Section 1123(a)(6) of the Bankruptcy Code is inapplicable in this case because, among other things, the Reorganized Debtor will be a non-stock corporation whose sole member will be ACCHS. The New York Not-for-Profit Corporation Law, which will govern the Reorganized Debtor, does not permit the issuance of nonvoting equity securities.

(g) Selection of Board and Officers (11 U.S.C. § 1123(a)(7)). Section 6.16 of the Revised First Amended Plan provides that, as of the Effective Date, the members of the board of directors and officers of the Debtor as of the Petition Date will remain in their current capacities as directors and officers of the Reorganized Debtor unless otherwise disclosed in the Plan Supplement or prior to the commencement of the Confirmation Hearing, in each case subject to the ordinary rights and powers of the board of directors to remove or replace the officers in accordance with the Reorganized Debtor's organizational documents and any applicable employment agreements that are assumed pursuant to the Revised First Amended Plan. The provision of the Revised First Amended Plan for the selection of the board and officers is consistent with the interests of creditors and public policy. Consequently, the requirements of section 1123(a)(7) of the Bankruptcy Code have been met.

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

(i) Impairment/Unimpairment of Classes of Claims and Interests (11 U.S.C. § 1123(b)(1)). In accordance with section 1123(b)(1) of the Bankruptcy Code, Sections 3 and 4 of the Revised First Amended Plan provide that (i) Classes 1, 2, and 7 are Unimpaired, and (ii) Classes 3, 4, 5, and 6 are Impaired.

(j) Assumption and Rejection of Executory Contracts (11 U.S.C. § 1123(b)(2)). Section 7 of the Revised First Amended Plan addresses the assumption and rejection of Executory Contracts, and meets the requirements of section 365(b) of the Bankruptcy Code. Section 7.1 of the Revised First Amended Plan provides that, on the Effective Date, all Executory Contracts of the Debtor will be assumed, without the need for any further notice to or action, order, or approval of the Court, unless such Executory Contract: (1) was previously identified on the Rejection Schedule; (2) previously has been rejected by a Final Order of the Court; (3) is subject of a motion to reject Executory Contracts that is pending on the Confirmation date; or, (4) expired or was terminated pursuant to its own terms prior to the Effective Date. Any monetary default pursuant to a contract to be assumed will be satisfied by payment of the Cure Claim, as reflected in the Assumption Notice or as otherwise agreed or determined by a Final Order of the Court, in Cash on the Effective Date or as soon as reasonably practicable thereafter, subject to limitations as described in Section 7.3 of the Revised First Amended Plan or on such other terms as the parties to such Executory Contracts may otherwise agree. There have been no objections to the Debtor's assumption of Executory Contracts or the Debtor's proposed cure amounts with respect to any Executory Contract to which the Debtor is a party. The Debtor's assumption of Executory Contracts pursuant to Section 7 of the Revised First Amended Plan is in the best interest of the Debtor and its Estate, the Reorganized Debtor, and Holders of Claims and Interests.

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

(l) Modification of Rights (11 U.S.C. § 1123(b)(5)). In accordance with section 1123(b)(5) of the Bankruptcy Code, Sections 3 and 4 of the Revised First Amended Plan modify or leave unaffected, as the case may be, the rights of certain Holders of Claims or Interests.

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

(n) Cure of Defaults (11 U.S.C. § 1123(d)). In accordance with section 1123(d) of the Bankruptcy Code, Section 7.3 of the Revised First Amended Plan provides for the satisfaction of any cure amounts associated with Executory Contracts to be assumed pursuant to the Revised First Amended Plan in accordance with section 365(b)(1) of the Bankruptcy Code. Any monetary default pursuant to a contract to be assumed will be satisfied by payment of the Cure Claim, as reflected in the Assumption Notice or as otherwise agreed or determined by a Final Order of the Court, in Cash on the Effective Date or as soon as reasonably practicable thereafter

subject to limitations as described in Section 7.3 of the Revised First Amended Plan or on such other terms as the parties to such Executory Contracts may otherwise agree.

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

11. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtor has proposed the Revised First Amended Plan (and all documents necessary to effectuate the Revised First Amended Plan) in good faith and not by any means forbidden by law, including any law of the State of New York, thereby satisfying section 1129(a)(3) of the Bankruptcy Code. The Debtor's good faith is evident from the facts and record of the Chapter 11 Case, the Revised First Amended Disclosure Statement, the record of the Confirmation Hearing, and the record of other proceedings held in the Chapter 11 Case. The Revised First Amended Plan is the culmination of lengthy and significant good-faith, arm's-length negotiations between representatives of the Debtor, the 2014

Bond Trustee, the Consenting Holders, the Member, the Creditors' Committee, the United States Trustee and their respective professionals, and it is proposed with the legitimate and honest purposes of substantially restructuring the Debtor's capital structure and expeditiously making the distributions provided for in the Revised First Amended Plan. Further, the Revised First Amended Plan's classification, indemnification, exculpation, release, and injunction provisions have been negotiated in good faith and at arm's-length, are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code and all relevant provisions of New York State law, and are each necessary for the Debtor's successful reorganization.

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

13. Directors, Officers and Insiders (11 U.S.C. § 1129(a)(5)). The Debtor has complied with section 1129(a)(5) of the Bankruptcy Code. The initial directors and officers of the Reorganized Debtor after confirmation will be the same individuals in the same roles as immediately prior to the Petition Date.

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

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

16. Acceptance or Rejection by Certain Classes (11 U.S.C. § 1129(a)(8)). Holders of Claims or Interests in the Voting Classes were the only Holders of Claims or Interests entitled to vote to accept or reject the First Amended Plan pursuant to the provisions of the Bankruptcy Code. Holders of Claims in Voting Classes 3 (Bond Claims) and 5 (Resident Refund Claims) have voted to accept the First Amended Plan pursuant to section 1126(c) of the Bankruptcy Code. Holders of Claims in Classes 1 (Other Priority Claims) and 2 (Other Secured Claims) and Holders of Interests in Class 7 (Interests in the Debtor) are deemed to have accepted the First Amended Plan pursuant to section 1126(f) of the Bankruptcy Code. Holders of Claims in Voting Class 4 (General Unsecured Claims) voted to reject the First Amended plan pursuant to section 1126(c) of the Bankruptcy Code, and Holders of Claims in Class 6 (Intercompany Claims) are conclusively deemed to have rejected the First Amended Plan (collectively, the “Rejecting Classes”). The First Amended Plan, therefore, does not satisfy section 1129(a)(8) of the Bankruptcy Code. Notwithstanding the lack of compliance with section 1129(a)(8) of the Bankruptcy Code with

respect to the Rejecting Classes, the Revised First Amended Plan is confirmable because, as set forth below, it satisfies section 1129(b)(1) and (b)(2)(C)(ii) of the Bankruptcy Code with respect to such Classes. As set forth in the Voting Declaration, the percentages of Holders of Claims or Interests in the Voting Classes that voted to accept or reject the First Amended Plan are as follows:

Voting Class	Accept		Reject	
	Amount	Number	Amount	Number
Class 3 – Bond Claims	\$171,201,064.00 98.00%	106 83.46%	\$4,012,541 2.00%	21 16.54%
Class 4 – General Unsecured Claims, including Rejection Damage Claims	\$59,413.17 64.96%	4 66.67%	\$32,050.93 35.04%	2 33.33%
Class 5 – Resident Refund Claims	\$17,128,355.82 100.00%	27 100.00%	\$0 0.00%	0 0.00%

17. Treatment of Administrative Expense Claims and Priority Tax Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Expense Claims, including Accrued Professional Compensation Claims, the Professional Fee Escrow Account, Professional Fee Amounts, and Post-Confirmation Fees and Expenses, (*see* Revised First Amended Plan § 2.1) satisfies the requirements of section 1129(a)(9)(A) of the Bankruptcy Code. The treatment of Priority Tax Claims (*see* Revised First Amended Plan § 2.2) satisfies the requirements of section 1129(a)(9)(C) of the Bankruptcy Code. The treatment of Other Priority Claims (*see* Revised First Amended Plan § 4.1) satisfies the requirements of section 1129(a)(9)(B) of the Bankruptcy Code. Holders of Administrative Expense Claims must file a Proof of Claim or request payment of such Administrative Expense Claims no later than the Administrative Expense Claims Bar Date.

18. Acceptance of At Least One Impaired Class (11 U.S.C. 1129(a)(10)). As set forth in the Voting Declaration, Holders of Claims in Classes 3 and 5, which are Impaired under the Revised First Amended Plan, have voted to accept the First Amended Plan in requisite numbers and amounts, and are not “insiders” as defined by section 101(31) of the Bankruptcy Code. Thus, the Revised First Amended Plan satisfies section 1129(a)(10) of the Bankruptcy Code.

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

20. Payment of Certain Fees (11 U.S.C. § 1129(a)(12)). The Revised First Amended Plan satisfies section 1129(a)(12) of the Bankruptcy Code. Sections 2.1 and 2.3 of the Revised First Amended Plan provide for payment of all fees payable by the Debtor under 28 U.S.C. § 1930.

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

22. Nonprofit Corporation (11 U.S.C. § 1129(a)(16)). The Revised First Amended Plan satisfies section 1129(a)(16) of the Bankruptcy Code to the extent applicable.

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

24. Confirmation of the Revised First Amended Plan Over Non-acceptance of Impaired Classes (11 U.S.C. § 1129(b)). As described above, the Revised First Amended Plan satisfies all of the applicable requirements of section 1129(a) of the Bankruptcy Code other than section 1129(a)(8). Pursuant to section 1129(b)(1) of the Bankruptcy Code, the Revised First Amended Plan may be confirmed notwithstanding the fact that not all Impaired Classes have voted to accept the Revised First Amended Plan. Requisite numbers and amounts of Holders of Claims and Interests in Voting Classes 3 (Bond Claims) and 5 (Resident Refund Claims) voted to accept the Revised First Amended Plan. Holders of Claims in Voting Class 4 (General Unsecured Claims) voted to reject the First Amended plan pursuant to section 1126(c) of the Bankruptcy Code, and Holders of Claims in Class 6 (Intercompany Claims) are conclusively deemed to have rejected the First Amended Plan. Based upon the evidence proffered, adduced, and presented by the Debtor at the Confirmation Hearing, the Revised First Amended Plan does not discriminate unfairly and is

fair and equitable with respect to the Rejecting Classes, as required by sections 1129(b)(1) and (b)(2)(C)(ii) of the Bankruptcy Code, because no Holders of Claims or Interests junior to such Rejecting Classes will receive or retain any property under the Revised First Amended Plan on account of such junior interests, and no Holder of a Claim in a Class senior to the Rejecting Classes will receive more than 100% recovery on account of its Claim. Thus, the Revised First Amended Plan may be confirmed notwithstanding the rejection or deemed rejection of the Revised First Amended Plan by the Rejecting Classes.

25. Confirmation of Only One Plan (11 U.S.C. § 1129(c)). With the entry of this Order, the Court confirms the Revised First Amended Plan, and no other plan has been confirmed. Accordingly, section 1129(c) of the Bankruptcy Code is satisfied.

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

27. Good Faith Solicitation (11 U.S.C. § 1125(e)). Based upon the record before this Court, the Exculpated Parties participated in the formation of, and/or the solicitation of votes on, the Revised First Amended Plan and activities related thereto, in each case in good faith within the meaning of section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, Local Rules and any applicable non-bankruptcy rules or regulations. The Exculpated Parties participated in good faith and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and applicable non-bankruptcy law in the offer and issuance of any securities under the

Revised First Amended Plan, and therefore are not, and on account of such offer, issuance, and solicitation will not be, liable at any time for the violation of any applicable law, rule or regulation governing the Solicitation or the offer and issuance of the securities under the Revised First Amended Plan. Accordingly, the Exculpated Parties are entitled to the protections afforded by section 1125(e) of the Bankruptcy Code. The Solicitation is exempt from the registration requirements of the Securities Act and state securities laws pursuant to sections 3(a)(2) and 3(a)(4) of the Securities Act of 1933, as amended and under section 1145(a)(1) of the Bankruptcy Code.

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

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

30. Conditions to Effective Date. The Revised First Amended Plan shall not become effective unless and until the conditions set forth in Section 10 of the Revised First Amended Plan have been satisfied or waived pursuant to Section 10.3 of the Revised First Amended Plan.

31. Bankruptcy Rule 3016. The Revised First Amended Plan is dated, and identifies the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a). The filing of the Revised First Amended Disclosure Statement with the Clerk of this Court satisfies Bankruptcy Rule 3016(b). The Revised First Amended Plan and Revised First Amended Disclosure Statement

describe all acts to be enjoined and identify entities subject to such injunctions, and each of the injunction, release, and exculpation provisions were set forth in bold, conspicuous language as required by Bankruptcy Rule 3016(c).

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

33. Implementation. The documents necessary and proper to effectuate any and all transactions contemplated by the Revised First Amended Plan, including the 2021 Bond Documents (collectively, the "Plan Documents") have been negotiated in good faith and at arm's-length and shall, upon completion of documentation and execution, be valid, binding, and enforceable agreements.

34. Plan Support Agreement. The Plan Support Agreement and the Plan Support Agreement Amendment were negotiated in good faith and at arm's-length, are fair, reasonable, and critical to the success and feasibility of the Revised First Amended Plan, and are necessary and appropriate for the consummation of the Revised First Amended Plan. The Debtor's assumption of the Plan Support Agreement pursuant to the Court's *Order Authorizing the Debtor to Assume the Plan Support Agreement* [Docket No. 45] was a reasonable exercise of its business judgment, and was in the best interest of the Debtor's Estate.

35. Compromise and Settlement of Claims, Interests, and Controversies. Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Revised First Amended Plan and/or this Order, the provisions of the Revised First Amended Plan and/or this Order shall, on the Effective Date, constitute a good faith compromise

and settlement of all Claims, Interests and controversies resolved under the Revised First Amended Plan. Such compromise and settlement is in the best interest of the Debtor, its Estate, and Holders of Claims and Interests and is fair, equitable, and reasonable. Except as otherwise provided herein, on the Effective Date, all settlements, compromises, releases, waivers, discharges, exculpations, and injunctions set forth in the Revised First Amended Plan and/or this Order shall be effective and binding on all persons. The Revised First Amended Plan and this Order shall have *res judicata*, collateral estoppel, and estoppel (judicial, equitable or otherwise) effect with respect to all matters provided for in, or resolved pursuant to, the Revised First Amended Plan and/or this Order, including the release, injunction, exculpation, discharge, and compromise provisions contained in the Revised First Amended Plan and/or this Order.

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

injunctions, releases, and exculpations set forth in the Revised First Amended Plan, which include the comments of the United States Trustee, as implemented by this Order, are fair, equitable, reasonable, and in the best interests of the Debtor, the Estate, the Reorganized Debtor, and all Holders of Claims or Interests. The record of the Confirmation Hearing and the Chapter 11 Case is sufficient to support the injunctions, releases, and exculpations provided for in Section 11 of the Revised First Amended Plan. Accordingly, based upon the record of the Chapter 11 Case, the representations of the parties, and/or the evidence proffered, adduced, and/or presented at the Confirmation Hearing, this Court finds that the injunctions, releases, and exculpations set forth in Sections 11.2, 11.3, 11.4, 11.5, and 11.6 of the Revised First Amended Plan are consistent with the Bankruptcy Code and applicable law.

(a) Release of Non-Debtors. The releases of non-Debtors under the Revised First Amended Plan are (i) supported by good and valuable consideration provided by the Released Parties, including, without limitation, the Released Parties' contributions to facilitating the implementation of the Revised First Amended Plan, (ii) a good faith settlement and compromise of the Claims released by the Debtor's release; (iii) in the best interest of the Debtor and its Estate; (iv) fair, equitable, and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to the Debtor, the Reorganized Debtor, or the Debtor's Estate asserting any Claim or Cause of Action released pursuant to the Debtor's release. Each Released Party was instrumental to the formation of the Revised First Amended Plan and successful prosecution of the Chapter 11 Case and provided a substantial contribution to the Debtor, which provided a significant benefit to the Debtor's Estate. The Bankruptcy Court has jurisdiction over third-party non-debtor claims not arising under the Bankruptcy Code or arising in a bankruptcy case to the extent they are related to a case under the Bankruptcy Code. The record of the Confirmation

Hearing and the Chapter 11 Case is sufficient to support the releases provided for in Section 11.2 of the Revised First Amended Plan. Without limiting the foregoing, (a) the Debtor's release of the 2014 Bond Trustee and the Consenting Holders as of the Voting Deadline is appropriate and necessary in light of such parties' active role in the formulation and prosecution of the Revised First Amended Plan, commitment to purchase Series 2021A Bonds to fund the Revised First Amended Plan, agreement to exchange their 2014 A and B Bonds for Series 2021B Bonds at a discount, and agreement to cancel their 2014 C Bonds without any payment or consideration; and (b) the Debtor's release of the Member is appropriate and necessary in light of the Member's active role in the formulation and prosecution of the Revised First Amended Plan, contribution of \$9 million pursuant to the Member Contribution Agreement, and provision of \$9 million of liquidity support pursuant to the LSA.

(b) Third-Party Releases. The releases contained in Section 11.3 of the Revised First Amended Plan, pursuant to which Holders of Claims or Interests are deemed to release the Released Parties to the extent set forth in Section 11.3, were disclosed and explained on the Ballots, in the Revised First Amended Disclosure Statement, in the First Amended Plan, in the Revised First Amended Plan, on the Ballots, and on the Notices of Non-Voting Status. Such notice was timely, sufficient, appropriate and adequate notice to the Holders of Claims or Interests in the Voting Classes, was reasonably calculated under the circumstances to reach such parties, and no other or further notice is or shall be required. The releases contained in Section 11.3 are consensual because such releases are limited to Holders of Claims or Interests which chose not to opt out of such releases after adequate notice or such releases are otherwise appropriate under the Bankruptcy Code. The releases contained in Section 11.3 of the Revised First Amended Plan are fair to Holders of Claims or Interests and are necessary to the proposed reorganization, and are in

exchange for, and are supported by, fair, sufficient, and adequate consideration provided by the parties receiving such releases, are a good faith settlement and compromise of the claims released, and comply with the Bankruptcy Code and applicable non-bankruptcy law. Without limiting the foregoing, (a) the release of the 2014 Bond Trustee and the Consenting Holders as of the Voting Deadline by Holders of Claims and Interests is appropriate and necessary in light of such parties' active role in the formulation and prosecution of the Revised First Amended Plan, commitment to purchase Series 2021A Bonds to fund the Revised First Amended Plan, agreement to exchange their 2014 A and B Bonds for Series 2021B Bonds at a discount, and agreement to cancel their 2014 C Bonds without any payment or consideration; and (b) the release of the Member by Holders of Claims and Interests is appropriate and necessary in light of the Member's active role in the formulation and prosecution of the Revised First Amended Plan, contribution of \$9 million pursuant to the Member Contribution Agreement, and provision of \$9 million of liquidity support pursuant to the LSA.

(c) Exculpation. The exculpations contained in Section 11.4 of the Revised First Amended Plan are appropriate under the circumstances, are appropriately limited and, solely to the extent provided in Section 1125(e) of the Bankruptcy Code. The Exculpated Parties subject to the exculpation provisions of Section 11.4 have, and upon entry of this Order will be deemed to have, participated in good faith and in compliance with all applicable laws with regard to the Solicitation of, and the distribution and consideration pursuant to, the Revised First Amended Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule or regulation governing the solicitation or such distributions made pursuant to the Revised First Amended Plan.

(d) Injunctions. The injunctions contained in Section 11.6 of the Revised First Amended Plan are appropriate under the circumstances, and are fair, equitable, reasonable and necessary to effectuate and support the release provisions of Section 11.3 and exculpation provisions of Section 11.4 of the Revised First Amended Plan.

37. Retention of Jurisdiction. Pursuant to sections 105(a) and 1142 of the Bankruptcy Code, and notwithstanding the entry of this Order or the occurrence of the Effective Date, this Court, except as otherwise provided in the Revised First Amended Plan or herein, shall retain jurisdiction over all matters arising out of, and related to, the Chapter 11 Case and the Revised First Amended Plan to the fullest extent permitted by law, including, but not limited to, the matters set forth in Section 13 of the Revised First Amended Plan. Notwithstanding anything to the contrary in the Revised First Amended Plan or this Order, after the Effective Date, this Court will not retain jurisdiction over disputes concerning rights and obligations arising under the 2021 Bond Documents.

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

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

Decrees

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

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

41. Confirmation of the Revised First Amended Plan. The Revised First Amended Plan and each of its provisions shall be, and hereby are, **CONFIRMED** under section 1129 of the Bankruptcy Code. The terms of the Revised First Amended Plan, including the Plan Supplement, and each of the documents comprising the Plan Supplement, as modified, amended or supplemented from time to time in accordance with the Revised First Amended Plan (each of which are incorporated by reference into and are an integral part of this Order), and any other Plan Documents filed in connection with the Revised First Amended Plan are authorized and approved, and any other documents to be executed in connection with the transactions contemplated by the Revised First Amended Plan, and all amendments and modifications to the Plan Documents made in accordance with their respective terms, the Revised First Amended Plan and this Order, are authorized.

42. Omission of Reference to Particular Plan Provisions. The failure specifically to include or refer to any particular article, section, paragraph or provision of the Revised First Amended Plan, Plan Supplement, or any related document in this Order shall not diminish or impair the effectiveness of such article, section, paragraph or provision, it being the intent of this

Court that the Revised First Amended Plan, Plan Supplement and any related documents be confirmed and approved in their entirety.

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

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

45. No Action. Pursuant to the appropriate provisions of the New York Not-for-Profit Corporation Law and section 1142(b) of the Bankruptcy Code, no action of the stockholders, members, managers or directors of the Debtor or Reorganized Debtor, as applicable, shall be required to authorize the Debtor or Reorganized Debtor, as applicable, to enter into, execute, deliver, file, adopt, amend, restate, consummate, or effectuate, as the case may be, the Revised First Amended Plan and any contract, assignment, certificate, instrument, or other document to be

executed, delivered, filed, adopted, amended, restated, consummated or effectuated, as the case may be, in connection with implementation of the Revised First Amended Plan.

46. Binding Effect. On the Effective Date, all provisions of the Revised First Amended Plan or Plan Supplement, including all agreements, instruments and other documents filed with this Court in connection with the Revised First Amended Plan (subject to the terms of the Revised First Amended Plan) and executed by the Debtor or the Reorganized Debtor in connection with the Revised First Amended Plan or the Plan Supplement, and this Order shall be binding on (i) the Debtor; (ii) the Reorganized Debtor; (iii) all Holders of Claims against or Interests in the Debtor and such Holder's respective successors and assigns, whether or not the Claim or Interest of such Holder is Impaired under the Revised First Amended Plan and whether or not such Holder has accepted the Revised First Amended Plan; and (iv) all other parties that are affected in any manner by the Revised First Amended Plan. Except as expressly provided otherwise in the Revised First Amended Plan or this Order, all agreements, instruments and other documents filed in connection with the Revised First Amended Plan shall be given full force and effect, and shall bind all parties referred to therein as of the Effective Date, whether or not such agreements are actually issued, delivered or recorded on the Effective Date or thereafter and whether or not a party has actually executed such agreement. For the avoidance of doubt, no provision of the Plan Supplement or any agreement, instrument or other document filed in connection with the Revised First Amended Plan and executed by the Debtor or Reorganized Debtor in connection with the Revised First Amended Plan or Plan Supplement shall render Impaired any Claim that is otherwise Unimpaired under the Revised First Amended Plan; provided, however, that the Reorganized Debtor shall be authorized to take any action that it determines may be necessary, advisable or appropriate in connection with the operation of the Reorganized Debtor after the consummation of the Revised First Amended

Plan (without prejudice to the rights of creditors or other parties under contract or applicable non-bankruptcy law).

47. Implementation of the Revised First Amended Plan. The provisions in Section 6 of the Revised First Amended Plan governing the means for implementation of the Revised First Amended Plan set forth in the Revised First Amended Plan shall be, and are, approved in their entirety. On the Effective Date, the Debtor, the Reorganized Debtor, or any other entities may take all actions as may be necessary or appropriate to effect any described in, approved by, contemplated by, or necessary to effectuate the Revised First Amended Plan, including, so far as consistent with the Revised First Amended Plan: (a) the execution and delivery of appropriate agreements or other documents of refinancing, exit financing, or reorganization; (b) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation; (c) the filing of appropriate certificates of incorporation, merger, or consolidation with the appropriate governmental authorities; and, (d) all other actions that the Debtor or the Reorganized Debtor determines are necessary or appropriate. All the foregoing may be done without the need for further approvals, authorizations, or consents.

48. Authorization for 2021 Bond Documents. The Reorganized Debtor is authorized to enter into the 2021 Bond Documents in connection with the consummation of the Revised First Amended Plan. On the Effective Date, and following the consummation of the Refinancing Transaction, the 2021 Bond Documents to which the Reorganized Debtor will be a party shall constitute legal, valid, binding, and authorized obligations of the Reorganized Debtor, enforceable in accordance with their terms. The financial accommodations to be extended under the 2021 Bond Documents are being extended and shall be deemed to have been extended in good faith and for legitimate business purposes and are reasonable and shall not be subject to avoidance,

recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any other applicable non-bankruptcy law. On the Effective Date, all of the Liens and security interests to be granted in accordance with the 2021 Bond Documents (a) shall be deemed to be granted, (b) shall be legal, binding, and enforceable Liens on and security interests in the collateral granted thereunder in accordance with the terms of the 2021 Bond Documents, (c) shall be deemed automatically perfected on the Effective Date (without any further action being required by the Reorganized Debtor, the 2021 Bond Trustee, or any of Holders of Series 2021 Bonds), having the priority set forth in the 2021 Bond Documents and subject only to such Liens and security interests as may be permitted under the 2021 Bond Documents, and (d) shall not be subject to avoidance, recharacterization, or subordination (including equitable subordination) for any purposes whatsoever and shall not constitute preferential transfers, fraudulent conveyances, or other voidable transfers under the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtor, and the Entities granted such Liens and security interests are authorized to make all filings and recordings and to obtain all governmental approvals and consents necessary to establish and perfect such Liens and security interests under the provisions of the applicable state, provincial, federal, or other law that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that perfection shall occur automatically by virtue of the entry of this Confirmation Order, and any such filings, recordings, approvals, and consents shall not be required), the Reorganized Debtor shall take such actions as reasonably requested by the 2021 Bond Trustee and consistent with the Revised First Amended Plan and the Plan Support Agreement in connection with the implementation of the Revised First Amended Plan and will thereafter cooperate to make all other

filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and security interests to third parties. To the extent of any inconsistency between the provisions of the Revised First Amended Plan, this Order and the 2021 Bond Documents the terms of the 2021 Bond Documents shall govern the rights and obligations among the parties.

49. Exemption from Securities Laws. To the maximum extent provided by section 1145 of the Bankruptcy Code and applicable non-bankruptcy law, including sections 3(a)(2) and 3(a)(4) of the Securities Act of 1933, as amended, the offering, issuance, and distribution of the Series 2021 Bonds issued pursuant to the Revised First Amended Plan shall be exempt from, among other things, the registration and prospectus delivery requirements under section 5 of the Securities Act and any other applicable federal, State, or local law requiring registration and/or delivery of a prospectus prior to the offering, issuance, distribution or sale of securities, subject to the provisions of Section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act. The Series 2021 Bonds shall be freely transferable under the Securities Act by the recipients thereof, subject to compliance with any rules and regulations of the U.S. Securities and Exchange Commission, if any, applicable at the time of any future transfer of such Series 2021 Bonds and applicable regulatory approval, if any.

50. Exemption from Certain Transfer Taxes and Recording Fees. Pursuant to section 1146 of the Bankruptcy Code and Section 6.15 of the Revised First Amended Plan, (a) the issuance, distribution, transfer, or exchange of any debt, securities, or other interest in the Debtor or Reorganized Debtor, (b) the creation, modification, consolidation, or recording of any mortgage, deed of trust, or other securities interest, (c) the making, assignment, or recording of any lease or sublease, or (4) the making, delivery, or recording of any mortgage, deed or other instrument of transfer under, in furtherance of, or in connection with, the Revised First Amended Plan, including

any deed, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Revised First Amended Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar or governmental assessment. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or other governmental unit in which any instrument under the Revised First Amended Plan or this Order is to be recorded shall, pursuant to this Order, be ordered and directed to accept for filing and recordation any of the foregoing instruments without the payment of any such tax or governmental assessment.

51. Cancellation of Liens. Except as otherwise provided in the Revised First Amended Plan or this Order, including as provided in the 2021 Bond Documents and the Liens and security interests associated therewith, on the Effective Date, in consideration for the distributions to be made on the Effective Date pursuant to the Revised First Amended Plan, all Liens, charges, and encumbrances related to any Claim or Interest, other than any Lien securing a Claim that is Reinstated under the Revised First Amended Plan, shall be terminated, null and void and of no effect. The Holders of such terminated Liens, charges and encumbrances are hereby authorized and directed to release any collateral or other property of the Debtor (including any Cash collateral) held by such Holder and to take such actions as may be requested by the Debtor or Reorganized Debtor to evidence the release of any Liens, including the execution, delivery, and filing or recording of such release documents as may be requested by the Debtor or Reorganized Debtor.

52. Preservation of Rights of Action and Settlement of Ordinary Litigation Claims. Except as otherwise provided in the Revised First Amended Plan, this Order, or in any document,

instrument, release or other agreement entered into in connection with the Revised First Amended Plan, but subject to the releases set forth in Section 11 herein, including but not limited to the release of all Causes of Action against the 2014 Bond Trustee and the Consenting Holders, all Causes of Action that the Debtor may hold against any Entity shall vest in the Reorganized Debtor on the Effective Date. Thereafter, the Reorganized Debtor shall have the exclusive right, authority, and discretion to determine, initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, whether arising before or after the Petition Date, 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.

53. Cancellation of Agreements, Security Interests, and Other Interests. On the Effective Date, except as provided in the Revised First Amended Plan, including to the extent certain of the 2014 Bond Documents continue in existence pursuant to their amendment and restatement pursuant to the 2021 Bond Documents, all notes, instruments, certificates, and other documents evidencing the 2014 Bonds, shall be cancelled and the obligations of the Debtor or the Reorganized Debtor thereunder or in any way related thereto (including, without limitation, any guarantee obligations of any non-Debtor Affiliates with respect to the Bond Claims) shall be discharged and the agents and 2014 Bond Trustee thereunder shall be automatically and fully discharged from all duties and obligations thereunder. Except to the extent certain security interests and Liens continue in existence pursuant to the 2021 Bond Documents, all existing security interests and/or Liens and/or any other Secured Claims shall also be automatically released, discharged, terminated, and of no further force and effect as of the Effective Date. The foregoing actions will occur without further notice to or order of this Court, act or action under

applicable law, regulation, order, or rule or any requirement of further action, vote or other approval or authorization by any Person.

54. Compliance with Section 1123(a)(6) of the Bankruptcy Code. Section 1123(a)(6) of the Bankruptcy Code is inapplicable in this case because, among other things, the Reorganized Debtor will be a non-stock corporation whose sole member will be ACCHS. The New York Not-for-Profit Corporation Law, which will govern the Reorganized Debtor, does not permit the issuance of nonvoting equity securities. *See* N.Y. Not-for-Profit Corp. Law § 501 (Consol. 2014).

55. Corporate Action. On the Effective Date, all actions and transactions contemplated by the Revised First Amended Plan and the Plan Supplement and consummated in accordance with their respective terms, shall be deemed authorized and approved in all respects, subject to the provisions of the Revised First Amended Plan, the Plan Supplement, and this Order. All matters provided for in the Revised First Amended Plan and the Plan Supplement involving the corporate structure of the Debtor or the Reorganized Debtor, and any corporate action required by the Debtor or the Reorganized Debtor in connection with the Revised First Amended Plan and the Plan Supplement, as applicable, shall be deemed to have timely occurred in accordance with applicable law and shall be in effect, without any requirement of further action by the security holders or directors of the Debtor or the Reorganized Debtor in accordance with the provisions of the Bankruptcy Code and the appropriate provisions of the New York Not-for-Profit Corporation Law. On and after the Effective Date, the appropriate officers of the Reorganized Debtor and members of the board of directors or managers of the Reorganized Debtor hereby are and shall be authorized and directed to use, execute and deliver the agreements, documents, securities and instruments contemplated by the Revised First Amended Plan and the Plan Supplement.

56. Vesting of Assets. On the Effective Date, pursuant to sections 1141 (b) and (c) of the Bankruptcy Code, all property of the Debtor's Estate, including all claims, rights and causes of action and any property acquired by the Debtor or the Reorganized Debtor under or in connection with the Revised First Amended Plan, shall vest in the Reorganized Debtor and, except as specifically provided in the Revised First Amended Plan or this Order, including as provided in the 2021 Bond Documents and the Liens and security interests associated therewith, shall vest free and clear of all Claims, Liens, charges, other encumbrances, and Interests. On and after the Effective Date, the Reorganized Debtor may operate its business and may use, acquire and dispose of property free of any restrictions of the Bankruptcy Code or Bankruptcy Rules and in all respects as if there were no pending case under any chapter or provisions of the Bankruptcy Code, except as expressly provided herein. Without limiting the foregoing, the Reorganized Debtor may pay the charges that it incurs on or after the Effective Date for professional fees, disbursements, expenses, or related support services without application to this Court. As of the Effective Date, all property of the Reorganized Debtor shall be free and clear of all Liens and non-Reinstated Claims, except as specifically provided in the Revised First Amended Plan or this Order.

57. Reinstated Claims. Notwithstanding anything to the contrary in the Revised First Amended Plan or this Order, nothing shall affect, diminish or impair the Debtor's or the Reorganized Debtor's rights and defenses, both legal and equitable, with respect to any Reinstated Claim, including, but not limited to, legal and equitable rights of setoff and/or recoupment against the Holders of any Reinstated Claims.

58. Professional Compensation and Reimbursement Claims. All Professionals or other entities requesting compensation or reimbursement of Accrued Professional Compensation Claims must file and serve on the Reorganized Debtor and such other Entities who are designated by the

Bankruptcy Rules, this Order or other order of this Court, an application for final allowance and payment of such Professional Compensation Claim by the date that is forty-five (45) days after the Effective Date. Objections to any Professional Fee Claim must be filed and served on the Reorganized Debtor and the applicable Professional within twenty-one (21) days after the filing of the final fee application with respect to the Professional Fee Claim. Notice of a hearing on the final fee applications shall be provided in accordance with the Bankruptcy Rules and Local Rules. Any such objections that are not consensually resolved may be set for hearing on fourteen (14) days' notice by the Professional asserting such Professional Fee Claim. The Reorganized Debtor is authorized to pay compensation for professional services rendered and reimbursement of expenses incurred after the Effective Date in the ordinary course and without the need for approval by this Court.

59. Withholding and Reporting Requirements. In connection with Section 8.5 of the Revised First Amended Plan, the Reorganized Debtor shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions under the Revised First Amended Plan shall be subject to any such withholding and reporting requirements. The Reorganized Debtor shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distributions to be made under the Revised First Amended Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions or establishing any other mechanisms that the Reorganized Debtor believes are reasonable and appropriate. All persons holding Claims or Interests shall be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding anything to the contrary, each Holder of an

Allowed Claim that is to receive a distribution under the Revised First Amended Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations, on account of such distribution. Except with respect to Holders of Claims in Class 3, no distribution shall be made to or on behalf of such Holder pursuant to the Revised First Amended Plan unless and until such Holder has made arrangements satisfactory to the Reorganized Debtor for the payment and satisfaction of such tax obligations.

60. Reservation of Rights in Favor of Governmental Units. Notwithstanding any provision in the Revised First Amended Plan, this Order or the related Plan Documents, nothing discharges or releases the Debtor, the Reorganized Debtor, or any non-debtor from any liability or Cause of Action of the United States of America (the “United States”) or any State that is not a Claim.

61. Assumed Executory Contracts. The provisions governing the treatment of Executory Contracts set forth in Section 7 of the Revised First Amended Plan are approved in their entirety. Pursuant and subject to Section 7.1 of the Revised First Amended Plan, as of the Effective Date, the Debtor shall be deemed to have assumed each Executory Contract to which it is a party in accordance with and subject to the provisions and requirements of section 365 of the Bankruptcy Code, unless such Executory Contract: (i) was listed on the Rejection Schedule; (ii) was previously rejected by a Final Order of the Bankruptcy Court; (iii) was the subject of a motion to reject pending on the Confirmation Date; or (iv) previously expired or terminated pursuant to its own terms prior to the Effective Date. Each Executory Contract assumed pursuant to Section 7.1 of the Revised First Amended Plan shall hereby revert in and be fully enforceable by the Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Revised First

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

62. Cure Amounts. Unless otherwise determined by this Court pursuant to a separate Final Order or otherwise agreed to by the parties prior to the Effective Date, any monetary defaults under an Executory Contract to be assumed will be satisfied by payment of the Cure Claim, as reflected on the Assumption Notice or as otherwise agreed or determined by a Final Order of the Court, in Cash on the Effective Date or as soon as reasonably practicable thereafter, subject to the limitations described in Section 7.3 of the Revised First Amended Plan. The requirements of section 365(b)(1) of the Bankruptcy Code are deemed satisfied.

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

Amended Plan and shall be assumed by the Reorganized Debtor. For the avoidance of doubt, nothing in Section 7.5 of the Revised First Amended Plan or in this Order shall have any effect on or in any way discharge or reduce, in whole or in part, any obligation of any other Person, including any provider of director and officer insurance, owed to or for the benefit of such past and present directors, officers, agents, employees and representatives of the Debtor.

64. Distributions under the Revised First Amended Plan. The provisions of Section 8 of the Revised First Amended Plan, including, without limitation, the provisions governing distributions, are fair and reasonable and are approved in their entirety. The timing of distributions required under the Revised First Amended Plan or this Order shall be made in accordance with and as set forth in the Revised First Amended Plan or this Order, as applicable.

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

66. Release, Exculpation, Discharge, and Injunction Provisions. The release, exculpation, discharge, injunction, and related provisions set forth in Section 11 of the Revised First Amended Plan are approved and authorized in their entirety, and such provisions are effective and binding to the extent provided therein.

67. Discharge and Injunction. The provisions of Sections 11.5 and 11.6 of the Revised First Amended Plan are approved and authorized, and such provisions are effective and binding to the extent provided therein. Without limiting the foregoing and except as otherwise provided in

the Revised First Amended Plan or in this Order, including with respect to any Claims that are Reinstated under the Revised First Amended Plan, all consideration distributed under the Revised First Amended Plan shall be in exchange for all Claims and Interests of any nature whatsoever, whether known or unknown, against the Debtor or its Estate, assets, properties or interest in property, and shall constitute a complete satisfaction and settlement of all Claims and Interests other than Reinstated Claims, in each case regardless of whether any property shall have been distributed or retained pursuant to the Revised First Amended Plan on account of such Claims and Interests. On the Effective Date, except for Reinstated Claims and subject to the terms of the Revised First Amended Plan, the Debtor hereby is and shall be deemed discharged and released under section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims and Interests, including, but not limited to, demands and liabilities that arose before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code.

68. Releases by the Debtor. The provisions of Section 11.2 of the Revised First Amended Plan are approved and authorized, and such provisions are effective and binding to the extent provided therein.

69. Releases by Certain Holders of Claims or Interests. The provisions of Section 11.3 of the Revised First Amended Plan are approved and authorized, and such provisions are effective and binding to the extent provided therein.

70. Exculpations. The provisions of Section 11.4 of the Revised First Amended Plan are approved and authorized, and such provisions are effective and binding to the extent provided therein. Any of the Exculpated Parties shall be entitled to rely, in all respects, upon the reasonable and informed advice of counsel with respect to their duties and responsibilities under the Revised First Amended Plan.

71. Injunctions Related to Exculpations and Releases. The provisions of Section 11.6 of the Revised First Amended Plan are approved and authorized, and such provisions are effective and binding to the extent provided therein. Without limiting the foregoing and except as otherwise provided in the Revised First Amended Plan or in this Order, as of the Effective Date, all Persons and Entities that hold, have held, or may hold a Claim or any other obligation, suit, judgment, damages, debt, right, remedy, Cause of Action or liability of any nature whatsoever, of the types described in Section 11.5 of the Revised First Amended Plan and relating to the Debtor, the Reorganized Debtor or any of their respective assets and property and/or the Estate, hereby are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Exculpated Party or its property on account of such released liabilities, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged under Section 11 of the Revised First Amended Plan; and/or (v) commencing or continuing in any manner any judicial, arbitration or administrative proceeding in any forum, that

does not comply with or is inconsistent with the provisions of the Revised First Amended Plan or this Order.

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

73. Post-Confirmation Reporting. In accordance with 28 U.S.C. §589b, the Debtor shall continue to file on the United States Bankruptcy Court's Case Management/Electronic Case Filing System, ("ECF System") Monthly Operating Reports using UST Form 11-MOR ("MOR") until the Effective Date. Copies of the MOR shall be provided to the United States Trustee, the 2014 Bond Trustee, the Committee and any governmental unit charged with responsibility for the collection or determination of any taxes arising out of the Debtor's operations, and any other party in interest. After the Effective Date, the Reorganized Debtor and any other authorized parties who are charged with administering the confirmed Plan shall each complete a report of the financial condition and status of operations for each quarter using the UST Form 11-PCR (the "PCR"). The PCR must be filed with the Court using the ECF System with a copy provided to the United States Trustee, no later than the 21st day of the month immediately following the calendar quarter covered by the PCR. The PCR shall be filed for every calendar quarter until the date of a final decree, conversion of the case to a case under another chapter, or the dismissal of the case.

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

Quarterly Fees when they are due and payable after the Effective Date. The Reorganized Debtor shall remain obligated to pay Quarterly Fees to the Office of the United States Trustee until the earliest of the Debtor's case being closed, dismissed or converted to a case under Chapter 7 of the Bankruptcy Code.

75. Effectuating Documents and Further Transactions. Each of the Debtor and the Reorganized Debtor is hereby authorized to execute, deliver, file or record such contracts, instruments, certificates, notes, releases and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement and further evidence the terms and conditions of the Revised First Amended Plan and the 2021 Bond Documents.

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

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

will not retain jurisdiction over disputes concerning rights and obligations arising under the 2021 Bond Documents.

78. Post-Confirmation Modifications. Subject to the limitations set forth in the Revised First Amended Plan, after entry of this Order but prior to the substantial consummation of the Revised First Amended Plan the Debtor may alter, amend or modify the Revised First Amended Plan or the Exhibits, in accordance with Bankruptcy Code section 1127(b).

79. Governmental Approvals Not Required. All approvals and consents required, if any, by the laws, rules or regulations of any state or any other governmental authority with respect to the implementation or consummation of the Revised First Amended Plan and any documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Revised First Amended Plan, the Revised First Amended Disclosure Statement and any documents, instruments or agreements, and any amendments or modifications thereto, have been granted by the appropriate governmental authority or shall be deemed granted pursuant to this Order. Without limiting the foregoing, all approvals and consents from the New York State Department of Health (“NYDOH”), the New York State Department of Financial Services (“NYDFS”), and any other regulatory authorities, departments, or agencies of the State of New York (collectively with NYDOH and NYDFS, the “New York Regulators”) with respect to (i) the confirmation and consummation of the Revised First Amended Plan, the Refinancing Transaction, the Corrective Action Plan submitted to the New York Regulators on May 14, 2021 (as amended), including the marketing initiatives described therein (the “Marketing Incentives”), the MLR Plan of Correction submitted to the New York Regulators on May 14, 2021 (as amended), the Comprehensive Actuarial Study submitted to the New York Regulators on May 14, 2021 (as amended), the Plan Support Agreement, the Contribution Agreement, and the LSA,

and (ii) the forms of and Reorganized Debtor's use of the Pre-Emergence Disclosure Statement, Post-Emergence Disclosure Statement, updated Type A Residency Agreements, Type B Residency Agreements, Marketing Incentives, and Standard Information Sheet in the ordinary course of business following the Effective Date, have in each case been granted by the appropriate New York Regulator or shall be deemed granted pursuant to this Order.

80. Notices of Entry of Confirmation Order and Occurrence of the Effective Date. Pursuant to Rules 2002 and 3020(c) of the Bankruptcy Rules, as soon as reasonably practicable after the entry of this Order, the Debtor shall serve notice of entry of this Order, and as soon as reasonably practicable after the Effective Date, the Debtor shall serve notice of the occurrence of the Effective Date, in substantially in the forms annexed hereto as **Exhibits B** and **C**, respectively, in each case, on the United States Trustee and other parties in interest, including, without limitation, creditors, equity interest holders, and any party subject to the injunction provisions in Sections 11.6 and 11.10 of the Revised First Amended Plan. Such notices are approved and shall be deemed good and sufficient notice of entry of this Order and the effectiveness of the Revised First Amended Plan.

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

82. Confirmation Order Controlling. If there is any inconsistency between the Revised First Amended Plan and this Order, the terms of this Order shall control solely to the extent of the inconsistency. For the avoidance of doubt, the terms of this Order preceded by “without limiting the foregoing” shall not be construed as being inconsistent with the applicable foregoing terms. To the extent of any inconsistency between the provisions of the Revised First Amended Plan, this Order and the 2021 Bond Documents, the terms of the 2021 Bond Documents shall govern the rights and obligations among the parties.


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

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

85. Substantial Consummation and Record. Substantial consummation of the Revised First Amended Plan under section 1101(2) of the Bankruptcy Code shall be deemed to occur on the Effective Date. The record of the Confirmation Hearing is closed.

Dated: August 26, 2021
Central Islip, New York




Alan S. Trust
Chief United States Bankruptcy Judge