UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In re: AMSTERDAM HOUSE CONTINUING CARE RETIREMENT COMMUNITY, INC., d/b/a THE HARBORSIDE, Debtor.	Chapter 11 Case No. 23-70989 (AST)

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER (I) APPROVING THE DISCLOSURE STATEMENT FOR THE DEBTOR'S AMENDED PLAN OF LIQUIDATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE; AND (II) CONFIRMING THE DEBTOR'S AMENDED PLAN OF LIQUIDATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

WHEREAS, Amsterdam House Continuing Care Retirement Community, Inc., as debtor and debtor-in-possession in the above-captioned case (the "Debtor"), having proposed and filed with the United States Bankruptcy Court for the Eastern District of New York (the "Bankruptcy Court") (i) the *Debtor's Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code,* dated as of March 27, 2025 [Dkt. No. 1023] (as further modified, amended, and/or supplemented from time to time, including as modified herein, the "Amended Plan"), a copy of which is annexed hereto as **Exhibit A**; and (ii) the related *Disclosure Statement for the Debtor's Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code,* dated as of April 1, 2025 [Dkt. No. 1030-1] (the "Amended Disclosure Statement");[1]

WHEREAS, on March 31, 2025, the Bankruptcy Court entered the *Stipulation and Agreed Order (I) Scheduling Combined Hearing on (A) Approval of Amended Disclosure Statement and (B) Confirmation of Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code; (II) Fixing Related Objection Deadlines and Approving Notice Procedures;*

[1] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Amended Plan or Amended Disclosure Statement.

(III) Approving Solicitation Procedures; and (IV) Granting Related Relief [Dkt. No. 1026] (the "Stipulated Order") pursuant to which the Bankruptcy Court, among other things, (i) scheduled a combined hearing on the adequacy of the Amended Disclosure Statement and confirmation of the Amended Plan for May 7, 2025 at 10:30 a.m. (EDT) (the "Combined Hearing"); (ii) established the deadline for objections to the Amended Disclosure Statement and Amended Plan as May 2, 2025 at 12:00 p.m. (EDT) (the "Objection Deadline"); (iii) scheduled the deadline for any reply to objections to the Amended Disclosure Statement and Amended Plan as May 5, 2025 at 12:00 p.m. (EDT); and (iv) approved the *Notice of (I) Combined Hearing on the Adequacy of the Amended Disclosure Statement and Confirmation of the Amended Plan of Liquidation, (II) Related Objection Deadlines, and (III) Summary of the Debtor's Amended Plan of Liquidation* (the "Combined Hearing Notice");

WHEREAS, on April 4, 2025, the Debtor caused its solicitation, claims, and voting agent, Epiq Corporate Restructuring, LLC ("Epiq"), to distribute packages containing the Amended Disclosure Statement, Amended Plan, Ballots with voting instructions, a cover letter, and a letter in support of the Amended Plan from the Official Committee of Unsecured Creditors (the "Committee") and the Ad Hoc Group of Residents (the "Ad Hoc Group"), among other documents (the "Solicitation Package"), to the Holders of Claims entitled to vote to accept or reject the Amended Plan with a voting deadline of 5:00 p.m. (EDT) on April 25, 2025 (the "Voting Deadline"), as evidenced by the *Certificate of Service of Solicitation Documents* [Dkt. No. 1035] (the "Solicitation Affidavit");

WHEREAS, as reflected in the *Declaration of Stephenie Kjontvedt of Epiq Corporate Restructuring, LLC Regarding the Solicitation and Tabulation of Ballots Cast on the Debtor's Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 1045] (the

"Voting Certification"), the Amended Plan was accepted by 98.11% in number and 99.99% in amount of the voting Holders of Claims in Classes 3 and 4, 100.00% in number and 100.00% in amount of the voting Holders of Claims in Class 5, and 100.00% in number and 100.00% in amount of the voting Holders of Claims in Class 6. While Class 7 is deemed to have rejected the Amended Plan as a result of a single vote to reject, 75.00% in number and 3.65% in amount of the voting Holders of Claims in Class 7 voted to accept the Amended Plan;

WHEREAS, on April 21, 2025, the Debtor filed the *Notice of Filing of Plan Supplement to the Debtor's Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 1039] (as amended, modified and/or supplemented from time to time, the "Plan Supplement"), which included a form of the Liquidating Trust Agreement identifying Howard M. Ehrenberg as the Liquidating Trustee, subject to this Court's approval;

WHEREAS, no objections to the adequacy of the Amended Disclosure Statement or confirmation of the Amended Plan were timely filed;

WHEREAS, on April 30, 2025, the Debtor filed (i) the *Debtor's Memorandum of Law in Support of (I) Approval of the Debtor's Disclosure Statement for the Debtor's Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code; and (II) Confirmation of the Debtor's Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 1046] (the "Confirmation Memorandum"); and (ii) the *Declaration of Michael Morton in Support of (I) Approval of the Debtor's Disclosure Statement for the Debtor's Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code; and (II) Confirmation of the Debtor's Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 1047] (the "Morton Declaration") in support of approval of the Amended Disclosure Statement and confirmation of the Amended Plan;

WHEREAS, due notice of the Combined Hearing has been given to Holders of Claims against and Interests in the Debtor and other parties in interest in compliance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Local Bankruptcy Rules of the United States Bankruptcy Court for the Eastern District of New York (the "Local Rules") and the Stipulated Order, as evidenced by the Solicitation Affidavit, and such notice is sufficient under the circumstances and no further notice is required; and

WHEREAS, the Bankruptcy Court having held the Combined Hearing on May 7, 2025, to consider, among other things, the adequacy of the Amended Disclosure Statement and confirmation of the Amended Plan, and having noted that there were no objections to the Amended Disclosure Statement or Amended Plan.

NOW, THEREFORE, based upon the Bankruptcy Court's consideration of the entire record of this Chapter 11 Case and the Combined Hearing, including the (i) Amended Disclosure Statement, (ii) Amended Plan, (iii) Plan Supplement, (iv) Voting Certification, (v) Confirmation Memorandum, (vi) Morton Declaration, and (vii) Solicitation Affidavit; and no objections to the Amended Plan or Amended Disclosure Statement having been filed or asserted; and upon the arguments of counsel and the evidence adduced at the Combined Hearing; and the Bankruptcy Court having found that the Amended Disclosure Statement should be approved and the Amended Plan should be confirmed as reflected by the Bankruptcy Court's rulings made herein and at the Combined Hearing; and after due deliberation and sufficient cause appearing therefor, the Bankruptcy Court hereby **FINDS, DETERMINES, AND CONCLUDES** that:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Findings and Conclusions. The findings and conclusions set forth herein and on the record of the Combined Hearing constitute the Bankruptcy 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 following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. Jurisdiction, Venue, Core Proceeding (28 U.S.C. §§ 157(b)(2), 1334(a)). The Bankruptcy Court has jurisdiction over the Debtor's Chapter 11 Case pursuant to 28 U.S.C. §§ 157 and 1334. Approval of the Amended Disclosure Statement and confirmation of the Amended Plan are core proceedings pursuant to 28 U.S.C. § 157(b) and the Bankruptcy Court has jurisdiction to enter a final order with respect thereto. Venue is proper before the Bankruptcy Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Debtor is an eligible debtor under section 109 of the Bankruptcy Code. The Debtor is a proper plan proponent under section 1121(a) of the Bankruptcy Code.

C. Judicial Notice. The Bankruptcy Court takes judicial notice of the docket of this Chapter 11 Case maintained by the Clerk of the Bankruptcy Court and/or its duly appointed agent, including, without limitation, all pleadings and other documents filed, all orders entered, and all evidence and arguments made, proffered, or adduced at the hearings held before the Bankruptcy Court during the pendency of this Chapter 11 Case.

D. Burden of Proof. The Debtor, as proponent of the Amended Plan, has the burden of proving the elements of sections 1129(a) and (b) of the Bankruptcy Code by a preponderance of the evidence. The Debtor has met its burden with respect to each applicable element of section 1129 of the Bankruptcy Code.

E. Chapter 11 Petition. On the Petition Date, the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Bankruptcy Court. The Debtor

continued as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

F. Official Committee of Unsecured Creditors. On April 13, 2023, the United States Trustee appointed the Committee [Dkt. No. 91].

G. Notice. As evidenced by the Solicitation Affidavit, and in compliance with the Stipulated Order, on April 2, 2025, the Voting Agent served the Combined Hearing Notice on all parties listed on the Debtor's creditor matrix and parties requesting notice under Rule 2002 of the Bankruptcy Rules.

H. No Other or Further Notice or Solicitation Required. As evidenced by the Voting Certification and Solicitation Affidavit, the transmittal and service of the Amended Plan, the Amended Disclosure Statement and the Ballots were adequate and sufficient under the circumstances, and all parties required to be given notice of the Combined Hearing (including the deadline for filing and serving objections to the adequacy of the Amended Disclosure Statement and confirmation of the Amended Plan) have been given due, proper, timely, and adequate notice in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, applicable non-bankruptcy law, and the Stipulated Order, and such parties have had sufficient opportunity to appear and be heard with respect thereto. The solicitation of votes on the Amended Plan complied with the Stipulated Order, was appropriate and satisfactory based upon the circumstances of this Chapter 11 Case, and was in compliance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable non-bankruptcy law. No other or further notice or re-solicitation is required.

I. Plan Supplement. The Plan Supplement complies with the Bankruptcy Code and the terms of the Amended Plan, and the filing and notice of the documents included therein are

good, proper, and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and the Stipulated Order, and no other or further notice is required. All documents included in the Plan Supplement are an integral part of this order (the "Confirmation Order") and are incorporated herein by reference. Subject to the terms of the Amended Plan (including, for the avoidance of doubt, any consent rights set forth or incorporated therein), and only consistent therewith, the Debtor's right to alter, amend, update, or modify, in each case in whole or in part, the Plan Supplement before the Effective Date is reserved, provided that notice of any proposed changes is provided to the Committee, the Ad Hoc Group, ACCHS and the Bond Trustee.

Amended Disclosure Statement and Solicitation

J. Amended Disclosure Statement. The Amended Disclosure Statement contains (i) sufficient information of a kind consistent with the disclosure requirements of all applicable nonbankruptcy laws, rules, and regulations, and (ii) "adequate information" (as such term is defined in section 1125(a) of the Bankruptcy Code and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtor, the Amended Plan, and the transactions contemplated therein, and is approved in all respects.

K. Solicitation. The Debtor caused the Solicitation Package to be transmitted and served in compliance with sections 1125 and 1126 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and all other applicable provisions in the Bankruptcy Code, and all other applicable rules, laws, and regulations applicable to such solicitation. The Ballots used to solicit votes to accept or reject the Amended Plan from Holders of Claims in Classes 3, 4, 5, 6 and 7, which are the only Holders of Claims entitled to vote to accept or reject the Amended Plan (the "Voting Classes"), adequately addressed the particular needs of this Chapter 11 Case and were appropriate for Holders in the Voting Classes to accept or reject the Amended Plan.

As set forth in the Solicitation Affidavit, on April 4, 2024, the Solicitation Package was transmitted to and served on the Holders in the Voting Classes. The instructions on the Ballots advised the Voting Classes that for the Ballots to be counted, the Ballots must be properly executed, completed, and delivered to Epiq so as to be actually received no later than the Voting Deadline. The period during which the Debtor solicited Holders in the Voting Classes was a reasonable period of time for such Holders to make an informed decision to accept or reject the Amended Plan.

The Debtor was not required to solicit votes from the Holders of Claims in Classes 1 and 2 (collectively, the "Deemed Accepting Classes") as each such Class is Unimpaired under the Amended Plan and presumed to have accepted the Amended Plan pursuant to section 1126(f) of the Bankruptcy Code. Additionally, the Debtor was not required to solicit votes from the Holders of Claims in Class 8 (the "Deemed Rejecting Class") as such Class is Impaired under the Amended Plan and deemed to have rejected the Amended Plan.

L. Good Faith Solicitation. Votes for acceptance or rejection of the Amended Plan were solicited in good faith and in compliance with sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 3017 and 3018, the Stipulated Order, all other applicable provisions of the Bankruptcy Code, Local Rules 3017-1, 3018-1, and 3020-1, and all other applicable rules, laws and regulations, including any applicable non-bankruptcy law.

M. Voting. As evidenced by the Voting Certification, votes to accept or reject the Amended Plan have been solicited and tabulated fairly, in good faith, and in a manner consistent with the Amended Plan, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable non-bankruptcy law.

Compliance with the Requirements of Section 1129 of the Bankruptcy Code

N. Amended Plan Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Amended Plan complies with the applicable provisions of the Bankruptcy Code and, as required by Bankruptcy Rule 3016, the Amended Plan is dated, identifies the Debtor as the plan proponent, and clearly identifies the injunction proposed under the Amended Plan, thereby satisfying section 1129(a)(1) of the Bankruptcy Code.

i. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). With the exception of Administrative Expense Claims, Accrued Professional Compensation Claims, Priority Tax Claims, DIP Claims and the Diminution Claim, which need not be classified, section 3 of the Amended Plan classifies the Classes of Claims against and Interests in the Debtor. The Claims and Interests placed in each Class are substantially similar to the other Claims and Interests, as the case may be, in each such Class. Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Amended Plan, and the Amended Plan does not unfairly discriminate between Holders of Claims and Interests in each Class or between Classes. Accordingly, the Amended Plan satisfies sections 1122 and 1123(a)(1) of the Bankruptcy Code.

ii. Unimpaired Classes Specified (11 U.S.C. § 1123(a)(2)). Sections 3 and 4 of the Amended Plan specify which Classes of Claims are Unimpaired under the Amended Plan within the meaning of section 1124 of the Bankruptcy Code, thereby satisfying section 1123(a)(2) of the Bankruptcy Code.

iii. Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). Sections 3 and 4 of the Amended Plan specify which Classes of Claims and Interests are Impaired under the Amended Plan within the meaning of section 1124 of the Bankruptcy Code and clearly specify

the treatment of the Claims and Interests in those Classes, thereby satisfying section 1123(a)(3) of the Bankruptcy Code.

iv. No Discrimination (11 U.S.C. § 1123(a)(4)). The Amended Plan provides for the same treatment for each Claim or Interest in each respective Class unless the Holder of a particular Claim or Interest has agreed to less favorable treatment for such Claim or Interest, thereby satisfying section 1123(a)(4) of the Bankruptcy Code.

v. Implementation of the Amended Plan (11 U.S.C. § 1123(a)(5)). The provisions in Section 6 and elsewhere in the Amended Plan, the Focus Sale Global Settlement Term Sheet embodied in the Amended Plan, and the Plan Supplement provide adequate and proper means for the Amended Plan's implementation, including, but not limited to: (a) entry into the Liquidating Trust Agreement, and (b) the authorization of the Debtor or Liquidating Trustee to take all actions necessary to effectuate the Amended Plan. The Amended Plan, therefore, satisfies the requirements of section 1123(a)(5) of the Bankruptcy Code.

vi. Non-Voting Equity Securities/Allocation of Voting Power (11 U.S.C. § 1123(a)(6)). The Amended Plan does not provide for the issuance of nonvoting equity securities, therefore section 1123(a)(6) of the Bankruptcy Code is inapplicable to this Chapter 11 Case.

vii. Appointment of Liquidating Trustee (11 U.S.C. § 1123(a)(7)). Section 6.2 of the Amended Plan and the Liquidating Trust Agreement contain provisions regarding the manner of selection of the Liquidating Trustee and any successor Liquidating Trustee that are consistent with the interests of Holders of Claims and with public policy, thereby satisfying section 1123(a)(7) of the Bankruptcy Code.

viii. Earnings from Personal Services (11 U.S.C. § 1123(a)(8)). Section 1123(a)(8) of the Bankruptcy Code applies only to individual debtors and is not applicable to this Chapter 11 Case.

ix. Impairment/Unimpairment of Classes of Claims and Interests (11 U.S.C. § 1123(b)(1)). As permitted by section 1123(b)(1) of the Bankruptcy Code, pursuant to sections 3 and 4 of the Amended Plan, Claims or Interests in the Voting Classes and Deemed Rejecting Class are Impaired and Claims in the Deemed Accepting Classes are Unimpaired.

x. Assumption and Rejection (11 U.S.C. § 1123(b)(2)). Section 9 of the Amended Plan governs the assumption and rejection of Executory Contracts and Unexpired Leases pursuant to sections 363 and 365 of the Bankruptcy Code, as applicable, thereby satisfying section 1123(b)(2) of the Bankruptcy Code.

xi. Retention of Claim or Interests (11 U.S.C. § 1123(b)(3)). Section 11.14 of the Amended Plan provides for the retention of certain Causes of Action not expressly settled or released under the Amended Plan. Thus, the Amended Plan satisfies the requirements of section 1123(b)(3) of the Bankruptcy Code.

xii. Sale of All or Substantially All Assets (11 U.S.C. § 1123(b)(4)). As contemplated by section 1123(b)(4) of the Bankruptcy Code, the Amended Plan provides for the distribution of the proceeds of the Sale to (i) the Bond Trustee, in the form of the Bondholder Sale Proceeds, (ii) Residents that elect to opt-in to the third-party releases contained in the Amended Plan, in the form of the Initial Pre-Termination Resident Distribution and the Initial Post-Termination Resident Distribution, and (iii) Holders of Administrative Expense Claims. Thus, the Amended Plan satisfies section 1123(b)(4) of the Bankruptcy Code.

xiii. Modification of Rights (11 U.S.C. § 1123(b)(5)). As permitted by section 1123(b)(5) of the Bankruptcy Code, the Amended Plan modifies the rights of Holders of Claims and Interests in the Voting Classes and Deemed Rejecting Class. The Amended Plan leaves unaffected the rights of Holders of Claims in the Deemed Accepting Classes.

xiv. Additional Amended Plan Provisions (11 U.S.C. § 1123(b)(6)). As permitted by section 1123(b)(6) of the Bankruptcy Code, the Amended Plan includes other appropriate provisions not inconsistent with the applicable provisions of the Bankruptcy Code, including, without limitation, certain release, exculpation, and injunction provisions in section 11 of the Amended Plan. Based upon the facts and circumstances of this Chapter 11 Case, the release, exculpation, and injunction provisions in the Amended Plan are integral and critical parts of the Amended Plan, and the Released Parties and Exculpated Parties have relied on the efficacy and conclusive effects of such releases and injunctions when making concessions and exchanging consideration in connection with this Chapter 11 Case and the Amended Plan. Such release, exculpation, and injunction provisions in section 11 of the Amended Plan are: (i) in exchange for the good, valuable, and reasonably equivalent consideration provided by the Released Parties; (ii) in the best interests of the Debtor, its Estate, and its Creditors; (iii) fair, equitable, and reasonable; and (iv) a bar to any of the Releasing Parties to the extent set forth in the Amended Plan asserting any Claims or Causes of Action released pursuant to the Amended Plan. Accordingly, based upon the record of this Chapter 11 Case, the representations of the parties, and/or the evidence proffered, adduced, and/or presented at the Combined Hearing, the Bankruptcy Court finds that the release, exculpation, and injunction provisions set forth in section 11 of the Amended Plan are consistent with the Bankruptcy Code and applicable law and are appropriate under the circumstances.

xv. Sale of Exempt Property (11 U.S.C. § 1123(c)). The Debtor is not an individual. Accordingly, section 1123(c) of the Bankruptcy Code is inapplicable in this Chapter 11 Case.

xvi. Cure of Defaults (11 U.S.C. § 1123(d)). Except as otherwise provided in the Amended Plan, or in any contract, instrument, release, indenture or other agreement or document entered into in connection with the Amended Plan, including the Focus APA, each of the Executory Contracts and Unexpired Leases of the Debtor shall be deemed rejected as of the Effective Date, unless such Executory Contract or Unexpired Lease: (1) was assumed or rejected previously by the Debtor; (2) expired or terminated pursuant to its own terms before the Effective Date; (3) is the subject of a motion to assume or reject filed on or before the Effective Date; or (4) is identified as an Executory Contract or Unexpired Lease to be assumed in connection with the Sale. Any monetary amounts by which any Executory Contract or Unexpired Lease to be assumed under the Amended Plan or otherwise is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by Cure. If there is a dispute regarding (i) the nature or amount of any Cure, or (ii) any other matter pertaining to assumption, Cure shall occur following the entry of a Final Order of the Bankruptcy Court resolving the dispute and approving the assumption.

O. The Debtor's Compliance with the Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtor, as the plan proponent, has complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Stipulated Order, and other applicable law in transmitting the Amended Plan, the Amended Disclosure Statement, the Ballots, and related documents and notices and in soliciting and tabulating the votes on the Amended Plan. Accordingly, the Amended Plan satisfies the requirements of section 1129(a)(2) of the Bankruptcy Code.

P. Amended Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtor has proposed the Amended Plan, including all documents necessary to effectuate the Amended Plan, and the transactions contemplated by the Amended Plan in good faith and not by any means forbidden by law, thereby satisfying the requirements of section 1129(a)(3) of the Bankruptcy Code. The Debtor's good faith is evident from the facts and record of this Chapter 11 Case, the Amended Disclosure Statement, the Focus Sale Global Settlement Term Sheet, and the record of the Combined Hearing and other proceedings held in this Chapter 11 Case. The Debtor's Chapter 11 Case was filed, and the Amended Plan was proposed, with the legitimate purpose of allowing the Debtor to consummate the Sale and conduct an orderly liquidation. The Amended Plan (including all documents necessary to effectuate the Amended Plan), the Plan Supplement, and the Focus Sale Global Settlement Term Sheet were negotiated in good faith and at arm's length among the Debtor, Committee, Ad Hoc Group, Bond Trustee, ACCHS and ANH. Further, the Amended Plan's classification, exculpation, release, and injunction provisions are consistent with sections 105, 1122, 1123(b)(3)(A), 1123(b)(6), 1129, and 1142 of the Bankruptcy Code and applicable case law in the Second Circuit, have been negotiated in good faith and at arm's length, are integral to the Amended Plan, and supported by valuable consideration.

Q. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Any payments made or promised by the Debtor for services or for costs and expenses incurred in connection with this Chapter 11 Case, or in connection with the Amended Plan and incident to this Chapter 11 Case, have been approved by, or are subject to approval of, the Bankruptcy Court as reasonable. Accordingly, the Amended Plan satisfies the requirements of section 1129(a)(4) of the Bankruptcy Code.

R. Directors, Officers, and Trustees (11 U.S.C. § 1129(a)(5)). The Debtor, in consultation with the Consultation Parties, has identified Howard M. Ehrenberg as the Liquidating Trustee, subject to this Court's approval, and accordingly the Amended Plan satisfies section 1129(a)(5) of the Bankruptcy Code.

S. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Amended Plan does not provide for any rate changes over which a governmental regulatory commission has jurisdiction. Accordingly, section 1129(a)(6) of the Bankruptcy Code is not applicable to this Chapter 11 Case.

T. Best Interest of Creditors (11 U.S.C. § 1129(a)(7)). Each Holder of an Impaired Claim or Interest (i) has accepted the Amended Plan, (ii) will receive or retain under the Amended Plan on account of such Claim or Interest property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtor were liquidated under chapter 7 of the Bankruptcy Code on the Effective Date, or (iii) has agreed to receive less favorable treatment. Therefore, the Amended Plan satisfies the requirements of section 1129(a)(7) of the Bankruptcy Code.

U. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Class 7 – General Unsecured Claims and the Deemed Rejecting Class (together, the "Rejecting Classes") are Impaired under the Amended Plan and are deemed to have rejected the Amended Plan. As set forth herein, and pursuant to section 1129(b)(1) of the Bankruptcy Code, the Amended Plan may be confirmed notwithstanding rejection of the Amended Plan by the Rejecting Classes.

As evidenced by the Voting Certification, each of the Voting Classes other than Class 7 – General Unsecured Claims voted to accept the Amended Plan in accordance with sections

1126(b) and (c) of the Bankruptcy Code. No insiders (as that term is defined in section 101(31) of the Bankruptcy Code) of the Debtor voted on the Amended Plan.

V. Treatment of Administrative Expense Claims and Priority Claims (11 U.S.C. § 1129(a)(9)). The treatment of Claims under the Amended Plan of the type specified in section 507(a)(1) through 507(a)(8) of the Bankruptcy Code, if any, complies with the provisions of section 1129(a)(9) of the Bankruptcy Code.

W. Acceptance by Impaired Class (11 U.S.C. § 1129(a)(10)). As evidenced by the Voting Certification, section 1129(a)(10) of the Bankruptcy Code is satisfied as each of the Voting Classes other than Class 7 – General Unsecured Claims have accepted the Amended Plan, determined without including any acceptances of the Amended Plan by any insider.

X. Feasibility (11 U.S.C. § 1129(a)(11)). The information in the Amended Disclosure Statement, the Liquidating Trust Agreement, the Morton Declaration, the record of this Chapter 11 Case, and the evidence proffered or adduced at or prior to the Combined Hearing (a) is reasonable, persuasive and credible, (b) has not been controverted by other evidence, and (c) establishes that the Amended Plan is feasible and that there is a reasonable prospect that the Debtor will be able to meet its financial obligations under the Amended Plan and that confirmation of the Amended Plan is not likely to be followed by the liquidation or need for further financial reorganization of the Debtor, thereby satisfying the requirements of section 1129(a)(11) of the Bankruptcy Code.

Y. Payment of Fees (11 U.S.C. § 1129(a)(12)). As provided in section 2.1 of the Amended Plan, all fees payable under section 1930 of title 28 of the United States Code have either been paid or will be paid under the Amended Plan, thereby satisfying the requirements of section 1129(a)(12) of the Bankruptcy Code. Allowed Administrative Expense Claims of the

United States Trustee for statutory fees under 28 U.S.C. § 1930 shall be paid on the Effective Date. After the Effective Date, the Liquidating Trust shall, consistent with the Amended Plan and the Liquidating Trust Agreement, be responsible for payment of any such fees until entry of a final decree closing this Chapter 11 Case.

Z. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). The Debtor has no obligations for retiree benefits as that term is defined in section 1114 of the Bankruptcy Code, thus the requirements of section 1129(a)(13) of the Bankruptcy Code are not applicable.

AA. No Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtor is not required by a judicial or administrative order, or by statute, to pay a domestic support obligation. Accordingly, section 1129(a)(14) of the Bankruptcy Code is inapplicable in this Chapter 11 Case.

BB. Debtor Is Not an Individual (11 U.S.C. § 1129(a)(15)). The Debtor is not an individual. Accordingly, section 1129(a)(15) of the Bankruptcy Code is inapplicable in this Chapter 11 Case.

CC. Applicable Non-Bankruptcy Law Regarding Transfers (11 U.S.C. § 1129(a)(16)). The Amended Plan satisfies section 1129(a)(16) to the extent applicable.

DD. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). Based upon the evidence proffered, adduced, and presented by the Debtor at the Combined Hearing, in the Amended Disclosure Statement, and in the Morton Declaration, the Amended Plan does not discriminate unfairly and is fair and equitable with respect to the Deemed Rejecting Class as required by sections 1129(b)(1) and (b)(2) of the Bankruptcy Code, because no Holder of any Claim or Interest that is junior to such Class will receive or retain any property under the Amended Plan on account of such junior Claim or Interest, and no Holder of a Claim in a Class

senior to such Class is receiving more than 100% recovery on account of its Claim. Thus, the Amended Plan may be confirmed notwithstanding the deemed rejection of the Amended Plan by the Deemed Rejecting Class.

EE. Only One Plan (11 U.S.C. § 1129(c)). The Amended Plan is the only plan being confirmed in this Chapter 11 Case. Thus, the Amended Plan satisfies the requirements of section 1129(c) of the Bankruptcy Code.

FF. Principal Purpose of the Amended Plan (11 U.S.C. § 1129(d)). The principal purpose of the Amended Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933. Accordingly, the Amended Plan satisfies the requirements of section 1129(d) of the Bankruptcy Code.

GG. Exemption from Transfer Tax (11 U.S.C. § 1146(a)). All transactions contemplated by the Amended Plan, including the Sale, are not subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, sales or use tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment.

HH. Satisfaction of Conditions Precedent to the Effective Date. Each of the conditions precedent to the Effective Date, as set forth in section 10.2 of the Amended Plan, has been or is reasonably likely to be satisfied in accordance with section 10.2 of the Amended Plan.

II. Implementation. All documents and agreements necessary to implement the Amended Plan have been negotiated in good faith and at arm's length and are in the best interests of the Debtor, and shall, upon completion of documentation and execution, and subject to the occurrence of the Effective Date, be valid, binding, and enforceable agreements and shall not be in conflict with any federal or state law.

JJ. Injunction, Exculpation, and Releases. The Bankruptcy Court has jurisdiction under sections 1334(a) and (b) of title 28 of the United States Code to approve the injunction, exculpation, and releases set forth in section 11 and elsewhere in the Amended Plan and this Confirmation Order. Section 105(a) of the Bankruptcy Code permits issuance of injunction and approval of the releases and exculpations set forth in section 11 and elsewhere in the Amended Plan and this Confirmation Order, if, as has been established here based upon the record in this Chapter 11 Case and the evidence presented in the Morton Declaration and the Combined Hearing, such provisions (i) were integral to the agreement among the various parties in interest and are essential to the formulation and implementation of the Focus Sale Global Settlement Term Sheet and the Amended Plan, as provided in section 1123 of the Bankruptcy Code, (ii) confer substantial benefits on the Debtor's Estate, (iii) are fair, equitable, and reasonable, and (iv) are in the best interests of the Debtor, its Estate, and parties in interest.

Pursuant to section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019(a), the releases, exculpation, and injunction set forth in the Amended Plan are fair, equitable, reasonable, and in the best interests of the Debtor, its Estate and Creditors. The Morton Declaration and the record of the Combined Hearing and this Chapter 11 Case are sufficient to support the releases, exculpation, and injunction provided for in section 11 of the Amended Plan. Accordingly, based upon the record of this Chapter 11 Case, the representations of the parties, and/or the evidence proffered, adduced, and/or presented in the Morton Declaration and the Combined Hearing, the Bankruptcy Court finds that the injunction, exculpation, and releases set forth in section 11 of the Amended Plan are consistent with the Bankruptcy Code and applicable law. The failure to implement the injunction, release, and exculpation provisions of the Amended Plan would seriously impair the Debtor's ability to confirm the Amended Plan.

KK. Satisfaction of Confirmation Requirements. Based upon the foregoing, the Amended Plan satisfies the requirements for confirmation set forth in section 1129 of the Bankruptcy Code.

ORDER

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

1. Findings of Fact and Conclusions of Law. The above-referenced findings of fact and conclusions of law are hereby incorporated by reference as more fully set forth herein.

2. Notice of the Combined Hearing. Notice of the Combined Hearing complied with the terms of the Stipulated Order, was appropriate and satisfactory based upon the circumstances of this Chapter 11 Case, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

3. Adequacy of Amended Disclosure Statement. The Amended Disclosure Statement (i) contains adequate information of a kind that is consistent with the disclosure requirements of applicable nonbankruptcy law, (ii) contains "adequate information" (as such term is defined in section 1125(a)(1) and used in section 1126(b)(2) of the Bankruptcy Code) with respect to the Debtor, the Amended Plan, and the transactions contemplated therein, and (iii) is approved in all respects.

4. Solicitation and Tabulation. The solicitation and tabulation of votes on the Amended Plan complied with the Stipulated Order, was appropriate and satisfactory based upon the circumstances of this Chapter 11 Case, and was in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and applicable nonbankruptcy law.

5. Confirmation of the Amended Plan. The Amended Plan and each of its provisions and exhibits, including the Plan Supplement, shall be, and hereby are, CONFIRMED pursuant to section 1129 of the Bankruptcy Code. Each provision of the Amended Plan is authorized and approved and shall have the same validity, binding effect, and enforceability as every other provision of the Amended Plan. The terms of the Amended Plan are incorporated by reference into and are an integral part of this Confirmation Order. The failure specifically to describe, include, or refer to any particular article, section, or provision of the Amended Plan or any related document in this Confirmation Order shall not diminish or impair the effectiveness of such article, section, or provision, it being the intent of the Bankruptcy Court that the Amended Plan and all related documents be approved and confirmed in their entirety.

6. Plan Implementation. In accordance with section 1142 of the Bankruptcy Code and any provisions of applicable nonbankruptcy law, no further action by the Bankruptcy Court or the officers or directors of the Debtor is required for the Debtor to, as of the Effective Date: (i) take any and all actions necessary or appropriate to implement, effectuate, and consummate the Amended Plan, the Focus Sale Global Settlement Term Sheet (a copy of which is attached to this Confirmation Order as **Exhibit B**), this Confirmation Order, and the transactions contemplated thereby or hereby, including the transactions identified in section 6 of the Amended Plan, and (ii) execute and deliver, adopt or amend, as the case may be, any contracts, instruments, releases, agreements, and documents necessary to implement, effectuate, and consummate the Amended Plan, including those identified in section 6 of the Amended Plan. The form of the Liquidating Trust Agreement is authorized and approved. Subject to the terms of the Amended Plan (including, for the avoidance of doubt, any consent rights set forth or incorporated therein), and only consistent therewith, the Debtor's right to alter, amend, update,

or modify, in each case in whole or in part, the Liquidating Trust Agreement before the Effective Date is reserved.

7. Administrative Expense Claims. To be eligible to receive Distributions under the Amended Plan on account of an Administrative Expense Claim, including, but not limited to, a Claim pursuant to section 503(b)(9) of the Bankruptcy Code, that is not otherwise Allowed by the Amended Plan, a request for payment of an Administrative Expense Claim or Proof of Claim must have been or be filed with the Bankruptcy Court on or before the Administrative Expense Claims Bar Date (unless such request for payment or Proof of Claim has already been filed with the Bankruptcy Court). Any Administrative Expense Claim that is not asserted in accordance section 2.1 of the Amended Plan or otherwise Allowed by the Amended Plan shall be deemed disallowed under the Amended Plan and shall be forever barred against the Debtor, the Debtor's Estate, the Liquidating Trust, or any of their Assets or property, and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset, recoup or recover such Claim.

8. Accrued Professional Compensation Claims. All Professionals seeking payment of Accrued Professional Compensation Claims shall (i) file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred in this Chapter 11 Case by the date that is the first Business Day that is thirty (30) days after the Effective Date and (ii) be paid (a) the full unpaid amount as is Allowed by the Bankruptcy Court within five (5) Business Days after the date that such Claim is Allowed by order of the Bankruptcy Court, or (b) upon such other terms as may be mutually agreed upon between the Holder of such an Allowed Accrued Professional Compensation Claim and the Debtor. Any Accrued Professional Compensation Claim that is not asserted in accordance with section 2.2 of

the Amended Plan shall be deemed disallowed under the Amended Plan and shall be forever barred against the Debtor, the Debtor's Estate, the Liquidating Trust, or any of the Assets or Liquidating Trust Assets, and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset, recoup or recover such Claim.

9. Priority Tax Claims. Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, unless otherwise agreed by a Holder of an Allowed Priority Tax Claim and the Debtor, or the Liquidating Trustee, each Holder of an Allowed Priority Tax Claim shall receive, in full satisfaction of its Priority Tax Claim, payment in full in Cash of the Allowed amount of the Priority Tax Claim on the later of the Effective Date or as soon as practicable after the date when such Claim becomes an Allowed Claim.

10. DIP Claims. In full satisfaction of the DIP Claims, the Holder of an Allowed DIP Claim shall receive, on or as soon as reasonably practicable after the Effective Date, indefeasible payment in full from the Bondholder Sale Proceeds.

11. Diminution Claim. The Bond Trustee's Diminution Claim shall be paid from the Excluded Assets and proceeds thereof, after payment of expenses set forth in the Approved Budget.

12. Payment of Statutory Fees. All fees payable pursuant to 28 U.S.C. § 1930 shall be paid on the earlier of when due or the Effective Date by the Debtor. After the Effective Date, the Liquidating Trust shall be responsible for payment of any such fees until entry of a final decree closing this Chapter 11 Case.

13. Appointment of the Liquidating Trustee. The Liquidating Trustee shall be appointed in accordance with this Confirmation Order, the Amended Plan, the Liquidating Trust

Agreement and the Focus Sale Global Settlement Term Sheet and shall be subject to removal only by the Bankruptcy Court upon application or motion by a Beneficiary of the Liquidating Trust, after notice and a hearing, and for cause shown, including (i) the willful and continued refusal by the Liquidating Trustee to perform his or her duties under the Amended Plan and the Liquidating Trust Agreement, and (ii) gross negligence, gross misconduct, fraud, embezzlement or theft. During the term of the Liquidating Trust, the Liquidating Trustee shall be entitled to compensation payable in accordance with the terms of the Liquidating Trust Agreement.

14. Vesting and Transfer of Liquidating Trust Assets to the Liquidating Trust. On the Effective Date, pursuant to section 1141(b) of the Bankruptcy Code, the Liquidating Trust Assets, including the Liquidating Trust Contribution, shall vest in the Liquidating Trust free and clear of all Liens, Claims and Interests, except as otherwise specifically provided in the Amended Plan; *provided*, *however*, that the Liquidating Trustee may abandon or otherwise not accept any non-Cash Liquidating Trust Assets that the Liquidating Trustee believes, in good faith, have no value to the Liquidating Trust. Any non-Cash Liquidating Trust Assets that the Liquidating Trustee so abandons or otherwise does not accept shall not be property of the Liquidating Trust.

15. Cancellation of Agreements, Security Interests, and Other Interests. On the Effective Date, all notes, instruments, certificates, and other documents evidencing the Bonds, shall be cancelled and the obligations of the Debtor thereunder or in any way related thereto shall be discharged, the Bonds shall be treated as redeemed solely for purposes of section 103 of the Internal Revenue Code of 1986, as amended, and the agents, Issuer and Bond Trustee thereunder shall be automatically and fully discharged from all duties and obligations thereunder. Notwithstanding the foregoing, following entry of this Confirmation Order, the

Bond Indenture, insofar as it governs the rights of any Holder of a Bond Claim pursuant to an amendment or supplement of same, shall continue in effect solely for purposes of (i) allowing Holders of such Allowed Claims to receive Distributions under the Amended Plan and the Focus Sale Global Settlement Term Sheet; (ii) allowing and preserving the rights of the agents or representatives of Holders of such Claims, including the Bond Trustee, to make Distributions on account of such Allowed Claims, as provided in the Amended Plan, including permitting the Bond Trustee to take such actions as necessary with the securities depositories to permit any such Distribution; (iii) preserving all exculpations in favor of the Bond Trustee and the Issuer; (iv) except as otherwise provided in the Amended Plan, the Focus Sale Global Settlement Term Sheet or the Focus Sale Order, allowing the Bond Trustee to enforce any rights and obligations owed to it under the Bond Documents, the Amended Plan or this Confirmation Order, including the right of the Issuer (that the Issuer may continue to enforce in its own right) and the Bond Trustee to be compensated for fees and reimbursed for expenses, including expenses of its professionals, to assert its charging lien, to enforce its indemnity and other rights and protections with respect to and pursuant to the Bond Documents and with respect to the Focus Sale Global Settlement Term Sheet; and (v) permitting the Issuer and the Bond Trustee to appear and be heard in the Chapter 11 Case, or in any proceeding in the Bankruptcy Court or any other court. Except to the extent otherwise provided in the Amended Plan, any and all other notes, instruments, debentures, certificates and other documents evidencing Claims and Interests in the Debtor or any claims against the Issuer shall be deemed inoperative and unenforceable against the Debtor and the Issuer, respectively and neither the Debtor nor the Issuer shall have any continuing obligations thereunder. Notwithstanding anything to the contrary herein or in the Amended Plan, the Issuer shall be automatically and fully discharged

from all duties and obligations under the Bond Documents and the Bond Indenture, as so amended or supplemented, except to accommodate the actions of the Bond Trustee set forth in parts (i)-(v) of section 11.12 of the Amended Plan. For purposes of the Issuer and Bond Indenture, the Bonds shall be deemed cancelled as soon as practicable after the Effective Date and the distribution of the Bondholder Sale Proceeds.

16. Section 1146 Exemption. To the fullest extent permitted under section 1146(a) of the Bankruptcy Code, and as more fully set forth in section 14.5 of the Amended Plan, the issuance, transfer or exchange of any security under or pursuant to the Amended Plan, and the execution, delivery, or recording of any instrument of transfer under or pursuant to the Amended Plan, and the revesting, transfer, or sale of any property of or to the Liquidating Trust or Focus in connection with the Sale, shall not be taxed under any state or local law imposing a stamp tax, transfer tax, or similar tax or fee. Consistent with the foregoing, each recorder of deeds or similar official for any county, city or other Governmental Unit in which any instrument hereunder is to be recorded in accordance with the Amended Plan shall, pursuant to this Confirmation Order, be ordered and directed to accept such instrument, without requiring the payment of any documentary stamp tax, deed stamps, stamp tax, transfer tax, mortgage recording tax, intangible tax, or similar tax.

17. Applicability of Insurance Policies. Except as otherwise provided in the Amended Plan, Distributions to Holders of Allowed Claims shall be made in accordance with the provisions of any applicable Insurance Policy. Nothing contained in the Amended Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtor, Liquidating Trustee or any Person may hold against any insurers under any of the Debtor's Insurance Policies, nor shall anything contained in the Amended Disclosure Statement or the Amended

Plan constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

18. Preservation of Rights to Settle Claims. In accordance with section 1123(b) of the Bankruptcy Code, the Liquidating Trustee shall have the discretion to retain and enforce, sue on, settle, or compromise all claims, rights, causes of action, suits, and proceedings, whether in law or in equity, whether known or unknown, that the Debtor or its Estate may hold against any person or entity without the approval of the Bankruptcy Court, subject to the terms of the Amended Plan, this Confirmation Order, the Focus Sale Global Settlement Term Sheet, the Liquidating Trust Agreement, and any contract, instrument, release, indenture, or other agreement entered into in connection herewith. The Liquidating Trustee may pursue such retained claims, rights, or causes of action, suits, or proceedings, as appropriate, in accordance with the best interests of the Liquidating Trust and its Beneficiaries.

19. Corporate Action. Upon the Effective Date, all actions contemplated by the Amended Plan shall be deemed authorized and approved in all respects (whether to occur before, on or after the Effective Date). All matters provided for in the Amended Plan involving the corporate structure of the Debtor, and any corporate action required by the Debtor in connection with the Amended Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the directors or officers of the Debtor.

20. Effectuating Documents; Further Transactions. The appropriate officers of the Debtor and the Liquidating Trustee shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, consents, certificates, resolutions, programs, and other agreements and/or documents, and take such acts and actions as may be reasonably necessary or appropriate to effectuate, implement, consummate, and/or further evidence the terms and

conditions of the Amended Plan, the Focus Sale Global Settlement Term Sheet, and any transactions described therein. The Debtor or Liquidating Trustee, as applicable, may, and all Holders of Allowed Claims and Interests, at the request or direction of the Debtor or Liquidating Trustee, as applicable, shall, from time to time, prepare, execute, and deliver any agreements or documents, and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Amended Plan and the Focus Sale Global Settlement Term Sheet.

21. Assumption of Executory Contracts and Unexpired Leases. Except as otherwise provided in the Amended Plan, or in any contract, instrument, release, indenture or other agreement or document entered into in connection with the Amended Plan, including the Focus APA, each of the Executory Contracts and Unexpired Leases of the Debtor shall be deemed rejected as of the Effective Date, unless such Executory Contract or Unexpired Lease: (i) was assumed or rejected previously by the Debtor; (ii) expired or terminated pursuant to its own terms before the Effective Date; (iii) is the subject of a motion to assume or reject filed on or before the Effective Date; or (iv) is identified as an Executory Contract or Unexpired Lease to be assumed in connection with the Sale.

22. Conditions to Effective Date. The Amended Plan shall not become effective unless and until the conditions set forth in section 10.2 of the Amended Plan have been satisfied or waived pursuant to section 10.3 of the Amended Plan. If consummation of the Amended Plan does not occur, the Amended Plan shall be null and void in all respects and nothing contained in the Amended Plan or the Amended Disclosure Statement shall: (i) constitute a waiver or release of any claims by or Claims against the Debtor; (ii) prejudice in any manner the rights of the Debtor, any Holders of Claims or Interests or any other Person; or

(iii) constitute an admission, acknowledgment, offer or undertaking by the Debtor, any Holders of Claims or Interests or any other Person in any respect.

23. Compromise and Settlement of Claims, Interests and Controversies. Pursuant to sections 363 and 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the Distributions and other benefits provided pursuant to the Amended Plan, the provisions of the Amended Plan shall constitute a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any Distribution to be made on account of such Allowed Claim or Interest. The entry of this Confirmation Order constitutes the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtor, its Estate and Holders of Claims and Interests and is fair, equitable and reasonable.

24. Releases by the Debtor. Pursuant to section 1123(b) of the Bankruptcy Code and except as otherwise specifically provided in the Amended Plan, the Focus Sale Global Settlement Term Sheet or the Plan Supplement, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious liquidation of the Debtor and the consummation of the transactions contemplated by the Amended Plan, on or after the Effective Date (in accordance with the Amended Plan and the Focus Global Settlement Term Sheet), the Released Parties are deemed released and discharged by the Debtor and its Estate from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law,

equity or otherwise, that the Debtor or its Estate would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, this Chapter 11 Case, the Sale or the transactions or events giving rise to any Claim or Interest that is treated in the Amended Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests before or during this Chapter 11 Case, the negotiation, formulation or preparation of the Amended Plan, the Amended Disclosure Statement, any Plan Supplement or related agreements, instruments or other documents (collectively, the "Debtor Released Claims"), other than Debtor Released Claims against a Released Party arising out of the gross negligence, willful misconduct, intentional fraud, or criminal liability of any such person or entity.

25. Releases by Holders of Claims. Except as otherwise provided in this Confirmation Order, the Amended Plan, and in the Focus Sale Global Settlement Term Sheet, and except for the right to enforce the Amended Plan and the Focus Sale Global Settlement Term Sheet, on the Effective Date, all Releasing Parties shall, to the fullest extent permitted by applicable law, be deemed to forever release, waive and discharge the Released Parties of and from all Liens, Claims, Causes of Action, liabilities, encumbrances, security interests, interests or charges of any nature or description whatsoever relating to the Debtor, the Chapter 11 Case or affecting property of the Estate, whether known or unknown, suspected or unsuspected, scheduled or unscheduled, contingent or not contingent, unliquidated or fixed, admitted or disputed, matured or unmatured, senior or subordinated, whether assertable directly or derivatively by, through, or related to any of the Released Parties and their successors and assigns whether at law, in equity or otherwise, based upon any condition, event, act, omission

occurrence, transaction or other activity, inactivity, instrument or other agreement of any kind or nature occurring, arising or existing prior to the Effective Date in any way relating to or arising out of, in whole or in part, the Debtor, the Chapter 11 Case, the pursuit of confirmation of the Amended Plan, the negotiation and consummation of the Sale, the consummation of the Amended Plan or the administration of the Amended Plan, including without limitation, the negotiation and solicitation of the Amended Plan, all regardless of whether (a) a Proof of Claim has been filed or is deemed to have been filed, (b) such Claim is Allowed or (c) the Holder of such Claim has voted to accept or reject the Amended Plan, except for willful misconduct or gross negligence. For the avoidance of doubt, this release and the releases contained in the Amended Plan shall not modify or waive the releases contained in the Focus Sale Global Settlement Term Sheet and/or the effect of termination of the Focus Sale Global Settlement Term Sheet on the terms set forth therein, which provide for each Holder of a Resident Claim to have the option to affirmatively opt-in to receive a proposed distribution under the Focus Sale Global Settlement Term Sheet in exchange for a release of all direct claims relating to the Debtor against ACCHS, ANH, the Debtor, and each of their respective Related Parties (as defined in the Focus Sale Global Settlement Term Sheet); *provided that*, if the Focus Sale Global Settlement Term Sheet is terminated prior to payment of the Member Financial Contribution, such releases shall be deemed void *ab initio*. To the extent that there is any inconsistency between the Amended Plan and Ballots and the releases set forth in the Focus Sale Global Settlement Term Sheet in favor of ACCHS, ANH or any of their Related Persons other than the Debtor, the terms of the Focus Sale Global Settlement Term Sheet shall control.

26. Exculpation. None of the Exculpated Parties shall have or incur any liability to any Holder of a Claim or Interest, or other party in interest, or any of their respective members,

officers, directors, employees, advisors, professionals, attorneys or agents or any of their successors and assigns, with respect to any Exculpated Claim, including, without limitation, any act or omission in connection with, related to, or arising out of, in whole or in part, the Chapter 11 Case, except for their willful misconduct or gross negligence as determined by a Final Order of a court of competent jurisdiction, and, in all respects, the Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Amended Plan.

27. Satisfaction of Claims. To the fullest extent provided under section 1141(d)(1)(A) and other applicable provisions of the Bankruptcy Code, except as otherwise expressly provided herein or in the Amended Plan, all consideration distributed under the Amended Plan shall be in full and final satisfaction and settlement, as of the Effective Date, of all Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations or properties, regardless of whether any property shall have been distributed or retained pursuant to the Amended Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not (i) a Proof of Claim based upon such Claim, debt, right is filed or deemed filed pursuant to section 501 of the Bankruptcy Code, (ii) a Claim or is Allowed pursuant to section 502 of the Bankruptcy Code, or (iii) the Holder of such a Claim has accepted the Amended Plan. This Confirmation Order shall

be a judicial determination of the satisfaction of all Claims and Interests subject to the Effective Date occurring, except as otherwise expressly provided herein or in the Amended Plan.

28. Injunction. From and after the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtor are permanently enjoined from commencing or continuing in any manner, any Cause of Action released or to be released pursuant to the Amended Plan or this Confirmation Order. From and after the Effective Date, to the extent of the Releases and exculpation granted in the Amended Plan and the Focus Sale Global Settlement Term Sheet, the Releasing Parties shall be permanently enjoined from commencing or continuing in any manner against the Released Parties and the Exculpated Parties and their assets and properties, as the case may be, any suit, action or other proceeding, on account of or respecting any Claim, demand, liability, obligation, debt, right, Cause of Action, Interest or remedy released or to be released pursuant to the Amended Plan. Except as otherwise expressly provided in the Amended Plan, the Plan Supplement or related documents, or for obligations pursuant to the Amended Plan, all Persons who have held, hold or may hold Claims or Interests that have been released, discharged, or are subject to exculpation, are permanently enjoined, from and after the Effective Date, from taking any of the following actions: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests; (b) enforcing, attaching, collecting or recovering by any manner or means any judgment, award, decree or order against such Persons on account of or in connection with or with respect to any such claims or interests; (c) creating, perfecting or enforcing any encumbrance of any kind against such Persons or the property or estates of such persons on account of or in connection with or with respect to any such Claims or Interests; and (d) commencing or continuing in any manner any action or other

proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released, settled or discharged pursuant to the Amended Plan. The rights afforded in the Amended Plan and the treatment of all Claims and Interests thereunder shall be in exchange for and in complete satisfaction of all Claims and Interests of any nature whatsoever, including any interest accrued on Claims from and after the Petition Date, against the Debtor or any of its Assets, property or Estate. On the Effective Date, all such Claims against the Debtor shall be fully released, and the Interests shall be cancelled (except as otherwise expressly provided in the Amended Plan). Except as otherwise expressly provided for in the Amended Plan or in obligations pursuant thereto from and after the Effective Date, all Claims against the Debtor shall be fully released, and all Interests shall be cancelled, and the Debtor's liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code. All Persons shall be precluded from asserting against the Debtor, the Debtor's estate, its respective successors and assigns, and its Assets and properties, whether held directly or constructively, any other Claims or Interests based upon any documents, instruments or any act or omission, transaction or other activity of any kind or nature that occurred before the Effective Date. Notwithstanding any provision to the contrary in the Amended Plan or this Confirmation Order, nothing shall modify or waive the terms of the Focus Sale Global Settlement Term Sheet, including the releases contained therein and/or the effect of termination of the Focus Sale Global Settlement Term Sheet on the terms set forth therein, or release any party's right to enforce the terms thereof.

29. Immediate Binding Effect. Notwithstanding Bankruptcy Rules 3020(e), 6004(h) or 7062 or any other Bankruptcy Rule, upon the occurrence of the Effective Date, the terms of the Amended Plan and the Liquidating Trust Agreement shall be immediately effective and

enforceable and deemed binding upon the Debtor, the Liquidating Trustee, the Liquidating Trust and any and all Holders of Claims or Interests (irrespective of whether such Claims or Interests are deemed to have accepted the Amended Plan), all Persons that are parties to or are subject to the settlements, compromises, releases, discharges and injunctions described in the Amended Plan, each Person acquiring property under the Amended Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtor.

30. Preservation of Privilege and Defenses. No action taken by the Debtor or Liquidating Trustee in connection with the Amended Plan shall be (or be deemed to be) a waiver of any privilege or immunity of the Debtor or the Liquidating Trustee, as applicable, including any attorney client privilege or work-product privilege attaching to any documents or communications (whether written or oral).

31. Injunction Against Interference with the Amended Plan. As of the date of this Confirmation Order, all Holders of Claims and Interests and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the Debtor's, the Liquidating Trust's, the Liquidating Trustee's, and their respective affiliates', employees', advisors', officers' and directors', and agents' implementation or consummation of the Amended Plan.

32. Release of Liens. Except as otherwise provided in the Amended Plan (including section 11.12 of the Amended Plan) and the Focus Sale Global Settlement Term Sheet, or in any contract, instrument, release or other agreement or document created pursuant to the Amended Plan, on the Effective Date and concurrently with, and conditioned upon, the applicable Distributions made pursuant to the Amended Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date,

all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estate, whether held directly by the Debtor or by the Issuer for or on behalf of Debtor, shall be fully released. Except as otherwise provided in the Amended Plan (including section 11.12 of the Amended Plan) and the Focus Sale Global Settlement Term Sheet, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Debtor's Estate, whether held directly by the Debtor or by the Issuer for or on behalf of the Debtor (including, without limitation, the mortgage in favor of Nassau County), shall be fully released on the Effective Date without any further action of any party, including, but not limited to, further order of the Bankruptcy Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code. The liens of the Secured Parties on their respective collateral shall not be released or discharged until such assets are distributed to the applicable Secured Party in accordance with the Amended Plan.

33. Dissolution of Committee. On the Effective Date, the Committee shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to this Chapter 11 Case. Notwithstanding the foregoing, the Committee may, at its option and without taking any action or seeking or receiving any approval, continue to serve and function after the Effective Date for the limited purpose of participating in any motions or applications for payment of administrative expenses and any hearing thereon.

34. Consents and Approvals. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules, or regulations of any state or governmental authority with respect to the implementation or consummation of the Amended Plan and any other acts and transactions referred to in or contemplated by the Amended Plan, the Amended Disclosure Statement, any documents, instruments or agreement that may be necessary or

appropriate for the implementation or consummation of the Amended Plan, and any other acts referred to in, or contemplated by the Amended Plan.

35. Harbor View of Port Washington Home Owners Association. Nothing in the Amended Plan or this Confirmation Order shall affect the rights of Harbor View of Port Washington Home Owners Association, Inc. as set forth in paragraph 33 of this Court's order approving the Sale [Dkt. No. 1007] (the "Sale Order"), which paragraph is incorporated into this Confirmation Order as if set out in full.

36. Relief from Injunction to Pursue Insurance Claim. Notwithstanding anything to the contrary in the Amended Plan or this Confirmation Order, on and after the Effective Date of the Amended Plan, the automatic stay provided under section 362 of the Bankruptcy Code and this Confirmation Order shall be modified for the limited purpose of permitting Alfred DePhillips to pursue his Claim against the Debtor arising in connection with alleged injuries he sustained on or around December 24, 2024 (the "Insurance Claim"), including the enforcement of any judgment or settlement subject to the limits of the Debtor's applicable insurance coverage; *provided, however*, that (i) Mr. DePhillips may seek to collect on any judgment or settlement against the Debtor only from applicable insurance proceeds and/or providers, and (ii) no settlement or judgment rendered against the Debtor shall exceed the limits of the Debtor's applicable insurance coverage; *provided further*, that neither the Debtor nor the Liquidating Trustee shall have any obligation to participate in, cooperate with, respond to, or expend any assets of the Debtor's Estate or Liquidating Trust in connection with any aspect of the Insurance Claim, including without limitation appearing as a witness in any conference, hearing or examination or responding to formal or informal discovery requests. To the extent there is insurance coverage available to satisfy any judgment entered against the Debtor with regard to

the Insurance Claim, any recovery shall be reduced by the amount of any retention or deductible payable by the Debtor. Neither the Debtor nor the Liquidating Trustee makes any representation as to the availability of any insurance coverage. Mr. DePhillips irrevocably waives and releases any and all Claims: (a) against the Debtor's estate, whether filed or unfiled, and any right to file a proof of claim for any amount in excess of the insurance coverage or any amounts within any insurance deductibles or self-insured retentions; (b) against the Liquidating Trustee and/or Debtor's insurance carrier(s) for any amount in excess of available insurance coverage or any amounts within any applicable insurance deductible or self-insured retention; and (c) against any current or former employees, officers, directors or independent contractors of the Debtor. Nothing contained in this paragraph 36 shall be construed as an admission of liability by the Liquidating Trustee, the Debtor or any current or former employees, officers, directors or independent contractors of the Debtor with respect to the allegations related to the Insurance Claim, and all the rights, claims and defenses of any of these parties with respect to the Insurance Claim are expressly reserved.

37. Sale Order and Post-Closing Reconciliations. Nothing in this Confirmation Order shall modify the Sale Order or Focus APA. Any payment obligations of the Debtor arising under sections 3.04 or 7.01(b) of the Focus APA shall be satisfied in the ordinary course of business by the Debtor or the Liquidating Trustee without further action of this Court or the requirement for Focus to file an Administrative Expense Claim. Notwithstanding anything to the contrary in the Amended Plan or this Confirmation Order, all claims arising under the Focus APA shall not be released and all rights in connection thereto are expressly reserved.

38. Payment of Member Financial Contribution. In accordance with the Amended Plan and the Focus Sale Global Settlement Term Sheet, upon the Effective Date, ACCHS shall

incur the contingent obligation to pay the Member Financial Contribution (as defined in the Focus Sale Global Settlement Term Sheet attached hereto as **Exhibit B**), subject to and in accordance with the terms of the Focus Sale Global Settlement Term Sheet.

39. Retention of Jurisdiction. Notwithstanding the entry of this Confirmation Order or the occurrence of the Effective Date, on and after the Effective Date, pursuant to section 11 of the Amended Plan and sections 105 and 1142 of the Bankruptcy Code, the Bankruptcy Court shall retain and have exclusive jurisdiction over any matters arising under the Bankruptcy Code, arising in or related to this Chapter 11 Case or the Amended Plan, or that relates to the matters set forth in section 13 of the Amended Plan.

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

41. The Automatic Stay. The stay in effect in this Chapter 11 Case pursuant to sections 105 or 362(a) of the Bankruptcy Code shall continue to be in effect until entry of a final decree closing this Chapter 11 Case, and at that time shall be dissolved and of no further force of effect, subject to the injunctions set forth in the Amended Plan, this Confirmation Order, and/or sections 524 and 1141 of the Bankruptcy Code; *provided, however*, that nothing herein shall bar the taking of such actions as are necessary to effectuate the transactions specifically contemplated by the Amended Plan or this Confirmation Order prior to the Effective Date.

42. Conflicts Between Confirmation Order and Amended Plan. The provisions of this Confirmation Order and the Amended Plan shall be construed in a manner consistent with each other so as to effect the purpose of each; *provided, however*, that, if there is determined to be

any inconsistency between any Amended Plan provision and any provision of this Confirmation Order that cannot be so reconciled, then solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern and any provision of this Confirmation Order shall be deemed a modification of the Amended Plan and shall control and take precedence.

43. Provisions of Amended Plan and Confirmation Order Nonseverable and Mutually Dependent. The provisions of the Amended Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are nonseverable and mutually dependent.

44. Reversal/Stay/Modification/Vacatur of Confirmation Order. If any or all of this Confirmation Order are hereafter reversed, modified, vacated, or stayed by subsequent order of this Bankruptcy Court or any other court, such reversal, stay, modification, or vacatur shall not affect the validity or enforceability of any act, obligation, indebtedness, liability, priority, or lien incurred or undertaken by the Debtor or the Liquidating Trustee, as applicable, pursuant to, or in reliance on, this Confirmation Order prior to the effective date of such reversal, stay, modification, or vacatur. Notwithstanding any such reversal, stay, modification, or vacatur of this Confirmation Order, any act or obligation incurred or undertaken pursuant to, or in reliance on, this Confirmation Order prior to the effective date of such reversal, stay, modification, or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Amended Plan or any amendments or modifications thereto.

45. Governing Law. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflicts of

laws, shall govern the rights, obligations, construction, and implementation of the Amended Plan and the transactions consummated or to be consummated in connection therewith.

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

47. Effectiveness of All Actions. All actions authorized to be taken pursuant to the Amended Plan shall be effective on, prior to, or after, the Effective Date pursuant to this Confirmation Order, without further application to, or order of, the Bankruptcy Court, or further action by the respective officers or directors of the Debtor, and with the effect that such actions has been taken by unanimous action of such officers and directors.

48. Notice of Confirmation Order, Occurrence of Effective Date and Resident Distribution Record Dates. In accordance with Bankruptcy Rules 2002 and 3020(c), as soon as reasonably practicable after the Effective Date, the Debtor shall serve notice, substantially in the form annexed hereto as **Exhibit C** (the "Notice of Confirmation, Effective Date and Resident Distribution Record Dates"), of the entry of this Confirmation Order and occurrence of the Effective Date, and establish (i) the date that is ninety (90) days after the Effective Date as the deadline by which each Holder of a Resident Claim must be a Releasing Party to receive the Initial Pre-Termination Resident Distribution or Initial Post-Termination Resident Distribution (the "Initial Resident Distribution Record Date") and (ii) the date that is one hundred eighty (180) days after the Initial Resident Distribution Record Date as the deadline by which each Holder of a Resident Claim must be a Releasing Party to receive the Subsequent Resident Distribution (the "Subsequent Resident Distribution Record Date"); *provided*, *however*, that the

Initial Resident Distribution Record Date and Subsequent Resident Distribution Record Date may be extended by agreement among the Liquidating Trustee, ACCHS and ANH. The Notice of Confirmation, Effective Date and Resident Distribution Record Dates shall be served on the United States Trustee, all parties that hold a Claim or Interest in this Chapter 11 Case, and any other party requesting notice under Bankruptcy Rule 2002 and shall also be posted on the Debtor's case information website, available at https://dm.epiq11.com/harborside. Such notice is hereby approved in all respects and shall be deemed good and sufficient notice of entry of this Confirmation Order and the occurrence of the Effective Date.

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

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

51. Waiver of Stay. The stay of this Confirmation Order provided by any Bankruptcy Rule (including, without limitation, Bankruptcy Rules 3020(e), 6004(h), and 6006(d)) is hereby waived. This Confirmation Order shall be effective and enforceable immediately upon its entry by the Bankruptcy Court.

Dated: May 12, 2025
Central Islip, New York

Alan S. Trust
Chief United States Bankruptcy Judge

EXHIBIT A

The Amended Plan

Gregory M. Juell
DLA PIPER LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: gregory.juell@us.dlapiper.com

Rachel Nanes (admitted *pro hac vice*)
DLA PIPER LLP (US)
200 South Biscayne Boulevard, Suite 2500
Miami, Florida 33131-5341
Telephone: (305) 423-8500
Facsimile: (305) 437-8131
Email: rachel.nanes@us.dlapiper.com

James P. Muenker (admitted *pro hac vice*)
DLA PIPER LLP (US)
1900 North Pearl Street, Suite 2200
Dallas, Texas 75201
Telephone: (214) 743-4500
Facsimile: (214) 743-4545
Email: james.muenker@us.dlapiper.com

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., d/b/a THE HARBORSIDE, Debtor.	Chapter 11 Case No. 23-70989 (AST)

DEBTOR'S AMENDED PLAN OF LIQUIDATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

Dated: March 27, 2025

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INTRODUCTION

On March 22, 2023, Amsterdam House Continuing Care Retirement Community, Inc. d/b/a The Harborside filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and rule 3019 of the Federal Rules of Bankruptcy Procedure, the Debtor reserves the right to alter, amend, modify, revoke, or withdraw this *Debtor's Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* prior to its substantial consummation. Capitalized terms used but not defined herein have the meanings ascribed to them in section 1 of this Plan.

This Plan amends the LCS Sale Plan, which provided for the orderly distribution of proceeds of the sale to LCS as approved by the Bankruptcy Court on December 23, 2023 [Dkt. No. 607] and effectuated the transactions contemplated by the global settlement agreement related to the sale to LCS that was approved pursuant to the *Order Approving Settlement and Compromise Pursuant to Federal Rule of Bankruptcy Procedure 9019* [Dkt. No. 698]. As described in greater detail in the Disclosure Statement, the sale to LCS was ultimately terminated and the Debtor pursued the transactions set forth in this Plan and the Focus Sale Global Settlement Term Sheet.

The treatment of Holders of Allowed Pre-Termination Resident Claims and Post-Termination Resident Claims set forth in section 3 of this Plan was developed by the Debtor, the Committee and the Ad Hoc Group.

Interested parties are strongly encouraged to review the Disclosure Statement for a discussion of the Debtor's history and assets, events during the Chapter 11 Case, a summary and analysis of this Plan, and the risk factors relating to consummation of this Plan.

SECTION 1. DEFINITIONS AND INTERPRETATION

1.1 ***Definitions***. The following terms used herein shall have the respective meanings below:

Acceptable Nursing Home Sale means the sale of substantially all of the assets of ANH pursuant to the previously executed agreements, dated as of December 18, 2020 and effective March 8, 2021, as amended, and certain related agreements (which is currently pending regulatory review and remains subject to a pending closing), or another sale transaction with respect to such assets.

ACCHS means Amsterdam Continuing Care Health System, Inc.

Accrued Professional Compensation Claim means, at any given time, all accrued, contingent and/or unpaid fees (including any payments owed to Continuum Advisors LLC in connection with the Sale) for legal, financial advisory, real estate brokerage and other services and obligations for reimbursement of expenses rendered or incurred before the Effective Date under sections 328, 330(a), 331 or 363 of the Bankruptcy Code by any retained Professional in the Chapter 11 Case, or under section 503 of the Bankruptcy Code, that the Bankruptcy Court has not denied by a Final Order, to the extent that any such fees and expenses have not been previously paid.

Ad Hoc Group means the ad hoc group of Residents.

Administrative Expense Claim means any Claim against the Debtor for costs and expenses of administration pursuant to sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including: (i) the actual and necessary costs and expenses incurred on or after the Petition Date and through the Effective Date of preserving the Debtor's Estate and operating the business of the Debtor; (ii) all fees and charges assessed against the Estate pursuant to 28 U.S.C. § 1930; (iii) Claims for the value of any goods received by the Debtor within twenty (20) days before the Petition Date allowed in accordance with section 503(b)(9) of the Bankruptcy Code; and (iv) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Case pursuant to sections 503(b)(3), (4) and (5) of the Bankruptcy Code.

Administrative Expense Claims Bar Date means the first Business Day that is thirty (30) days after the Effective Date or such other date ordered by the Bankruptcy Court.

Allowed means, with reference to any Claim against the Debtor, a Claim (i) as to which no objection or request for estimation has been filed on or before any deadline therefor set by the Bankruptcy Court or the expiration of such other applicable period fixed by the Bankruptcy Court or this Plan; (ii) as to which any objection has been settled, waived, withdrawn or denied by a Final Order or in accordance with this Plan; or (iii) that is allowed (a) by a Final Order, or (b) pursuant to the terms of this Plan; *provided, however*, that, notwithstanding anything herein to the contrary, by treating a Claim as "Allowed" under clause (i) above (the expiration of the applicable deadline), neither the Debtor nor the Liquidating Trustee waives its rights to contest the amount and validity of any disputed, contingent and/or unliquidated Claim in the time, manner and venue in which such Claim would have been determined, resolved or adjudicated if the Chapter 11 Case had not been commenced. An Allowed Claim shall be net of any valid setoff exercised with respect to such Claim pursuant to the provisions of the Bankruptcy Code and applicable law. Moreover, any portion of a Claim that is satisfied, released, or waived during the Chapter 11 Case is not an Allowed Claim. Unless otherwise specified in this Plan, in section 506(b) of the Bankruptcy Code or by Final Order of the Bankruptcy Court, "Allowed" Claims shall not, for purposes of Distributions under this Plan, include interest on such Claim accruing from and after the Petition Date.

Alternative Payment means, a Maximum Member Financial Contribution of less than $46,000,000 or any other amounts paid by ACCHS or ANH (or on their behalf) to, and accepted by, the Bond Trustee, the Liquidating Trustee or on account of any Resident Claim, as set forth in the Focus Sale Global Settlement Term Sheet.

ANH means Amsterdam Nursing Home Corporation (1992) d/b/a Amsterdam Nursing Home.

Approved Budget means the approved budget attached as Exhibit 1 to the DIP Order, as modified from time to time.

Assets means all assets of the Debtor of any nature whatsoever, including, without limitation, all property of the Debtor's Estate pursuant to section 541 of the Bankruptcy Code, Cash, Avoidance Actions, Causes of Action, equipment, inventory, tax refunds, claims of right,

interests and property, real and personal, tangible and intangible, and proceeds of any of the foregoing.

Avoidance Actions means any and all avoidance, recovery, subordination or other actions or remedies that may be brought on behalf of the Debtor or the Estate under sections 510, 542, 543, 544, 545, 547, 548, 549, 550, 551 or 553 of the Bankruptcy Code and under similar state or federal statutes and common law, including, without limitation, fraudulent transfer laws, whether or not litigation is commenced to prosecute such actions or remedies.

Bankruptcy Code means title 11 of the United States Code, as now in effect or hereafter applicable to this Chapter 11 Case.

Bankruptcy Court means the United States Bankruptcy Court for the Eastern District of New York having jurisdiction over the Chapter 11 Case.

Bankruptcy Rules means the Federal Rules of Bankruptcy Procedure, as amended, and the local rules of the Bankruptcy Court, as applicable to the Chapter 11 Case.

Beneficiaries means the beneficiaries of the Liquidating Trust, as defined in the Liquidating Trust Agreement, which shall include (i) Holders of Allowed Pre-Termination Resident Claims that are Releasing Parties, (ii) Holders of Allowed Post-Termination Resident Claims that are Releasing Parties, (iii) the Bond Trustee, on behalf of Holders of the Bondholder Secured Claims and Holders of the Bondholder Deficiency Claims, and (iv) Holders of Allowed General Unsecured Claims.

Bond Claims means, collectively, the Bondholder Secured Claims and the Bondholder Deficiency Claims.

Bond Documents means, collectively, the Bond Indenture, Mortgage and Security Agreement and any other documents entered into in connection with the Bonds.

Bond Indenture means that certain Indenture of Trust, dated as of September 21, 2021, by and between the Issuer and the Bond Trustee.

Bond Trustee means UMB Bank, N.A., in its capacity as trustee under the Bond Indenture.

Bondholder Deficiency Claims means the unsecured Claims of the Holders of the Bonds against the Debtor arising under, derived from, based on, or related to the Bonds and/or the Bond Documents.

Bondholder Reimbursement means (i) if the Maximum Member Financial Contribution is $46,000,000, an amount equal to $8,800,000 plus interest at a rate of 7.5% per annum, commencing from the Sale Closing Date, or (ii) if the Maximum Member Financial Contribution is less than $46,000,000, an amount equal to 25% of such Maximum Member Financial Contribution, provided that the Bondholder Reimbursement shall not exceed $8,800,000 plus applicable interest.

Bondholder Sale Proceeds means Cash in an amount equal to $73,000,000 payable solely from the proceeds of the Sale.

Bondholder Secured Claims means the Secured Claims of the Holders of the Bonds against the Debtor arising under, derived from, based on, or related to the Bonds and/or the Bond Documents.

Bonds means, collectively, the Nassau County Industrial Development Agency Continuing Care Retirement Community Taxable Revenue Bonds, Series 2021A (Amsterdam at Harborside Project), and Tax-Exempt Refunding Revenue Bonds, Series 2021B (Amsterdam at Harborside Project).

Business Day means any day of the calendar week, except Saturday, Sunday, a "legal holiday," as defined in Bankruptcy Rule 9006(a), or any day on which commercial banks are authorized or required by law to close in New York, New York.

Cash means cash and cash equivalents including, without limitation, checks and wire transfers.

Causes of Action means any claim, cause of action, controversy, demand, agreement, right (including to legal or equitable remedies), action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, offset, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law, asserted or which may be asserted by or on behalf of the Debtor and/or the Estate, including: (a) any right of setoff, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity; (b) the right to object to Claims or Interests; (c) any Avoidance Action; and (d) any claim or defense including fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

Chapter 11 Case means the Debtor's chapter 11 case pending in the Bankruptcy Court under case number 23-70989-AST.

Claim has the meaning set forth in section 101(5) of the Bankruptcy Code.

Class means a class or category of Claims or Interests as classified and described in section 3 of this Plan.

Collateral means any property or interest in property of the Estate subject to a Lien, charge or other encumbrance to secure the payment or performance of a Claim, which Lien, charge or other encumbrance is not subject to avoidance or otherwise invalid under the Bankruptcy Code or other applicable law.

Combined Hearing means the hearing on the adequacy of the Disclosure Statement and the confirmation of this Plan pursuant to section 1129 of the Bankruptcy Code, as such hearing may be continued from time to time.

Committee means the Official Committee of Unsecured Creditors appointed in the Chapter 11 Case by the United States Trustee on April 13, 2023.

Confirmation Date means the date on which the clerk of the Bankruptcy Court enters the Confirmation Order on the Bankruptcy Court's docket in the Chapter 11 Case.

Confirmation Order means the order entered by the Bankruptcy Court (i) approving the Disclosure Statement as being in compliance with section 1125 of the Bankruptcy Code and applicable non-bankruptcy law, and (ii) confirming this Plan in accordance with chapter 11 of the Bankruptcy Code.

Consenting Bondholders means the Holders of the Bonds that are signatories to the Focus Sale Global Settlement Term Sheet.

Contingent Claim means any contingent or unliquidated Claim asserted or which may be asserted against the Debtor.

Creditor means a Holder of a Claim.

Cure means the payment of Cash by Focus, as applicable, as necessary to (i) cure a monetary default by the Debtor in accordance with the terms of an Executory Contract or Unexpired Lease of the Debtor, and (ii) permit the Debtor to assume such Executory Contract or Unexpired Lease under section 365(a) of the Bankruptcy Code.

D&O Liability Insurance Policies means all insurance policies (including any "tail policy" or run-off endorsement) that have been issued at any time to the Debtor as a first named insured providing directors', members', trustees', officers', or managers' liability coverage.

Debtor means Amsterdam House Continuing Care Retirement Community, Inc. d/b/a The Harborside, as debtor and Debtor in Possession, and includes the Estate.

Debtor in Possession means the Debtor in its capacity as debtor in possession in the Chapter 11 Case pursuant to sections 1101, 1107(a) and 1108 of the Bankruptcy Code.

Debtor Released Claims shall have the meaning set forth in section 11.3 of this Plan.

Diminution Claim means any Allowed Claim of the Bond Trustee for diminution in value of the Bond Collateral (as defined in the DIP Order), which shall equal at least the amount of the DIP Obligations.

DIP Claims mean all Claims against the Debtor on account of the DIP Obligations (as defined in the DIP Order).

DIP Order means the *Final Order (I) Authorizing the Debtor to Obtain Postpetition Financing; (II) Granting (A) Liens and Superpriority Claims and (B) Adequate Protection; (III) Authorizing the Use of Cash Collateral; (IV) Modifying the Automatic Stay; and (V) Granting Related Relief* [Dkt. No. 1001].

Disallowed Claim means any Claim or portion thereof which has been disallowed by a Final Order and includes any Claim which is not an Allowed Claim for any other reason.

Disbursing Agent means the Liquidating Trustee or such other Person designated by the Liquidating Trustee on or after the Effective Date.

Disclosure Statement means the *Disclosure Statement for the Debtor's Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* (including all exhibits and schedules thereto or referenced therein), as may be further altered, modified amended or supplemented.

Disputed Claim means a Claim that has neither been Allowed nor disallowed pursuant to a Final Order of the Bankruptcy Court, and (a) if no Proof of Claim has been filed by the applicable deadline: (i) a Claim that has been or hereafter is listed on the Schedules as disputed, contingent, or unliquidated; or (ii) a Claim that has been or hereafter is listed on the Schedules as other than disputed, contingent, or unliquidated, but as to which the Debtor, Liquidating Trustee, or any other party in interest has interposed an objection or request for estimation which has not been withdrawn or determined by a Final Order; or (b) if a Proof of Claim or other request for payment has been filed by the applicable deadline: (i) a Claim for which no corresponding Claim has been or hereafter is listed on the Schedules or Allowed in this Plan; (ii) a Claim for which a corresponding Claim has been or hereafter is listed on the Schedules as other than disputed, contingent, or unliquidated, but the nature or amount of the Claim or as asserted in the Proof of Claim varies from the nature and amount of such Claim as listed on the Schedules to the extent of such positive variance; (iii) a Claim for which a corresponding Claim has been or hereafter is listed on the Schedules as disputed, contingent, or unliquidated; or (iv) a Claim for which a timely objection or request for estimation is interposed by the Debtor, the Liquidating Trustee, or any other party in interest which has not been withdrawn or determined by a Final Order.

Distributable Net Sale Proceeds has the meaning set forth in section 6(b) of this Plan.

Distribution means Cash, property, interests in property or other value distributed to Holders of Allowed Claims, or their designated agents, under this Plan.

Distribution Record Date means five (5) Business Days prior to the Confirmation Date.

Effective Date means the date on which the conditions precedent specified in section 10 of this Plan have been either satisfied or waived.

Estate means the estate created in the Chapter 11 Case containing all property and other interests of the Debtor pursuant to section 541 of the Bankruptcy Code.

Excluded Assets means any Assets not sold pursuant to the Sale.

Exculpated Claim means any claim arising between the Petition Date and the Effective Date related to any act or omission in connection with, relating to or arising out of (i) any in-court or out-of-court forbearance or restructuring arrangement involving the Debtor and its

current and former employees, agents, representatives, advisors, consultants and attorneys, (ii) the Chapter 11 Case, (iii) the negotiation or consummation of the sales to LCS and Focus, (iv) the negotiation, administration or consummation of any cash collateral arrangement in the Chapter 11 Case, (v) the formulation, preparation, dissemination, negotiation or filing of the Disclosure Statement or this Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or this Plan, including the Focus Sale Global Settlement Term Sheet, (vi) the filing of the Chapter 11 Case, (vii) the pursuit of confirmation of this Plan, (viii) the administration and implementation of this Plan, or (ix) the Distribution of property under this Plan and/or any other related agreement; *provided, however*, that Exculpated Claims shall not include any act or omission that is determined in a Final Order to have constituted gross negligence or willful misconduct under applicable non-bankruptcy law. No Cause of Action, obligation or liability expressly preserved by the Plan or the Plan Supplement constitutes an Exculpated Claim.

Exculpated Party means each of: (i) the Debtor; (ii) the Committee and its members (each in their capacity as such); and (iii) the current officers, directors, members, managers, employees, attorneys, consultants and advisors, each in their respective capacities as such, of each of the foregoing.

Executory Contract means a contract to which the Debtor is a party that is capable of assumption or rejection under section 365 of the Bankruptcy Code.

Facility means the continuing care retirement community known as "The Harborside."

Final Order means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, that has been entered on the docket in the Chapter 11 Case or the docket of any other court of competent jurisdiction, and, which has not been reversed, vacated, or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or other proceedings for a new trial, reargument, or rehearing shall then be pending, or (ii) if an appeal, writ of *certiorari*, new trial, reargument, or rehearing thereof has been sought, such order or judgment shall have been affirmed by the highest court to which such order was appealed, or *certiorari* shall have been denied, or a new trial, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument, or rehearing shall have expired; *provided, however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or Bankruptcy Rule 9024, may be filed relating to such order shall not cause such order to not be a Final Order.

Focus means Sr Hsg Acquisitions, LLC or its assignee, solely in its capacity as purchaser pursuant to the Focus APA.

Focus APA means that certain Asset Purchase Agreement, dated as of January 22, 2025, as amended by that certain First Amendment to Asset Purchase Agreement, dated as of February 20, 2025, between the Debtor and Focus.

Focus Sale Global Settlement Term Sheet means the global settlement term sheet agreed to by and among the Debtor, Committee, Ad Hoc Group, ACCHS, ANH, Bond Trustee and the Consenting Bondholders, as approved by the Bankruptcy Court at a hearing held on March 19, 2025.

Focus Sale Order means the *Order (I) Approving the Asset Purchase Agreement Between the Debtor and Sr Hsg Acquisitions, LLC; (II) Authorizing the Sale of Substantially all of the Debtor's Assets Free and Clear of Liens, Claims, Interests and Encumbrances, Except for Certain Permitted Liens and Assumed Liabilities; (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection Therewith; and (IV) Granting Related Relief* [Dkt. No. 1007].

General Unsecured Claim means any Claim asserted against the Debtor which is not included within the other specifically defined Classes hereunder.

Governmental Unit has the meaning ascribed to such term in section 101(27) of the Bankruptcy Code.

Holder means the legal or beneficial holder of a Claim or Interest.

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

Initial Post-Termination Resident Distribution means Cash in an amount equal to (i) the Post-Termination Resident Sale Proceeds divided by the number of Residency Agreements to which one or more Post-Termination Residents is, or previously was, a party; *plus* (ii) the Post-Termination Resident Supplemental Funding divided by the number of Post-Termination Residents.

Initial Pre-Termination Resident Distribution means Cash in an amount equal to the Pre-Termination Resident Sale Proceeds divided by the number of Residency Agreements to which one or more Pre-Termination Residents is, or previously was, a party.

Insurance Policies means, collectively, all of the Debtor's insurance policies.

Interest means the interest of any Holder in an equity security of the Debtor, within the meaning of section 101(16) of the Bankruptcy Code represented by any issued and outstanding shares of common or preferred stock or other instrument evidencing a present ownership or membership interest in the Debtor, whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire any such interest, including a partnership, limited liability company or similar interest in the Debtor.

Issuer means the Nassau County Industrial Development Agency.

LCS Sale Plan means the *Debtor's Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code* [Dkt. No. 690], as approved by the Bankruptcy Court pursuant to the *Findings of Fact, Conclusions of Law, and Order (I) Approving the Debtor's Disclosure*

Statement; and (II) Confirming the Debtor's Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code [Dkt. No. 733].

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

Liquidating Trust means the grantor trust to be created upon the Effective Date for the benefit of the Beneficiaries.

Liquidating Trust Agreement means the agreement, substantially in the form included in the Plan Supplement, governing the operations of the Liquidating Trust, as it may be subsequently modified from time to time.

Liquidating Trust Assets means the assets held in the Liquidating Trust comprised of (i) the Liquidating Trust Contribution, (ii) the Member Financial Contribution; and (iii) all Excluded Assets, including all Causes of Action of the Debtor's Estate, except for those Causes of Action expressly released or waived herein and all Remnant Assets.

Liquidating Trust Contribution means funding of the Liquidating Trust jointly determined by the Debtor, the Committee, Ad Hoc Group, and the Bond Trustee, each in consultation with ACCHS.

Liquidating Trust Distributable Cash means all Liquidating Trust Assets reduced to Cash.

Liquidating Trust Monthly Fee Statements shall have the meaning set forth in section 6.2(f) of this Plan.

Liquidating Trust Professionals shall have the meaning set forth in section 6.2(f) of this Plan.

Liquidating Trust Reserve shall have the meaning set forth in section 6.2(b) of this Plan.

Liquidating Trustee means the individual or entity, jointly selected by the Committee, the Ad Hoc Group, the Bond Trustee and the Debtor, each in consultation with ACCHS, designated and retained as the trustee to the Liquidating Trust, as of the Effective Date or as soon as reasonably practicable thereafter, as the fiduciary responsible for administering the Liquidating Trust.

Maximum Member Financial Contribution means the contribution of ACCHS to the Liquidating Trust in an amount equal to the lesser of (i) $46,000,000, (ii) the net proceeds of an Acceptable Nursing Home Sale, and (iii) the amount of such payment finally approved by the Supreme Court of the State of New York pursuant to the Regulatory Approvals. For the avoidance of doubt, no interest shall accrue on Maximum Member Financial Contribution pursuant to the Focus Sale Global Settlement Term Sheet or this Plan.

Member Financial Contribution means the Bondholder Reimbursement *plus* the Resident Refund Actual Subsequent Distribution Amount.

Mortgage and Security Agreement means that Mortgage, Assignment of Leases and Rents and Security Agreement, dated as of September 8, 2021, between the Debtor and Bond Trustee.

Non-Consenting Resident Credit means the amount calculated by multiplying the Resident Refund Maximum Subsequent Distribution Amount by the Non-Consenting Resident Quotient.

Non-Consenting Resident Quotient means the number of Residents that do not "opt-in" to the Releases divided by the total number of Residents.

Other Priority Claim means any Claim entitled to priority under sections 507(a)(4) and 507(a)(5) of the Bankruptcy Code.

Other Secured Claim means a Secured Claim other than a Bondholder Secured Claim.

Person means an individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, estate, unincorporated organization, governmental unit, government (or agency or political subdivision thereof), or other entity, including, without limitation, the Debtor.

Petition Date means March 22, 2023.

Plan means this amended plan of liquidation, either in its present form or as it may be altered, amended, modified, or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules, or the terms hereof, as the case may be, together with any and all exhibits and schedules hereto.

Plan Supplement means the compilation of documents and forms of documents, schedules, and exhibits to this Plan, to be filed ten (10) days prior to the Combined Hearing, as amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code and the Bankruptcy Rules.

Post-Termination Resident means any Person (or the estate thereof) that was a resident of the Facility subject to a Residency Agreement as of October 16, 2024 and is not deceased as of March 14, 2025.

Post-Termination Resident Claim means any Claim against the Debtor asserted by a Post-Termination Resident.

Post-Termination Resident Sale Proceeds means thirty percent (30%) of the Distributable Net Sale Proceeds.

Post-Termination Resident Supplemental Funding means forty percent (40%) of the Distributable Net Sale Proceeds.

Pre-Termination Resident means any Person (or the estate thereof) that (i) ceased to be a resident of the Facility subject to a Residency Agreement before October 16, 2024 or (ii) was a resident of the Facility subject to a Residency Agreement as of October 16, 2024 but is deceased as of March 14, 2025.

Pre-Termination Resident Claim means any Claim against the Debtor asserted by a Pre-Termination Resident.

Pre-Termination Resident Sale Proceeds means thirty percent (30%) of the Distributable Net Sale Proceeds.

Priority Claim means any Claim entitled to priority pursuant to section 507(a) of the Bankruptcy Code other than an Administrative Expense Claim, Accrued Professional Compensation Claim or Priority Tax Claim.

Priority Tax Claim means any Claim of a Governmental Unit of a kind entitled to priority under section 507(a)(8) of the Bankruptcy Code.

Pro Rata means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class or among specified Classes, as applicable.

Professionals means all professionals employed in the Chapter 11 Case pursuant to sections 327, 328, 363 and 1103 of the Bankruptcy Code.

Proof of Claim means a proof of Claim filed against the Debtor in the Chapter 11 Case.

Regulatory Approvals means all applicable regulatory and/or governmental agency approvals relating to the Member Financial Contribution, including, without limitation, the Department of Health and Public Health and Health Planning Council approval of the new operator of ANH, and approval with respect to use or distribution of the proceeds of an Acceptable Nursing Home Sale pursuant to the Focus Sale Global Settlement Term Sheet (including, without limitation, the approval by the New York State Supreme Court on notice to the Office of the New York State Attorney General of the contribution by ANH to ACCHS and the contribution by ACCHS contemplated by the Focus Sale Global Settlement Term Sheet).

Related Persons means, with respect to any Person, such Person's predecessors, successors, assigns and present and former affiliates (whether by operation of law or otherwise) and each of their respective current and former members, partners, equity holders, certificate holders, officers, directors, employees, representatives, advisors, attorneys, auditors, agents, and professionals, in each case acting in such capacity on or any time prior to or after the Petition Date, and any Person claiming by or through any of them.

Released Parties means (i) the Debtor, (ii) the Committee and its members (each in their capacity as such), (iii) the Ad Hoc Group, (iv) ACCHS, (v) ANH, (vi) the Issuer, (vii) the Consenting Bondholders, (viii) the Bond Trustee, (ix) Focus, and (x) each Related Person of each Person in the foregoing clauses (i) through (ix).

Releases means the releases set forth in section 11.4(a) of this Plan.

Releasing Parties means (i) the Debtor, (ii) the Committee, (iii) the Ad Hoc Group, (iv) ACCHS, (v) ANH , (vi) the Issuer, (vii) the Consenting Bondholders, (viii) the Bond Trustee, (ix) Focus, (x) all Holders of Resident Claims who (A) "opt-in" to the Releases, or (B) do not "opt-in" to the Releases and enter into an agreement with the Liquidating Trustee (in a form reasonably acceptable to ACCHS) to become a Releasing Party after the Effective Date, and (xi) each Related Person of each Person in the foregoing clauses (i) through (ix).

Remnant Assets means any Excluded Assets or the proceeds thereof remaining after payment (i) in satisfaction Allowed Administrative Expense Claims and Allowed Accrued Professional Compensation Claims, and (ii) in satisfaction of any outstanding Liens of the Bond Trustee and any Diminution Claims.

Residency Agreements means those certain residency agreements entered into by and between the Debtor, on the one hand, and a Resident, on the other hand, and any additional documents related thereto.

Resident means any Pre-Termination Resident or Post-Termination Resident.

Resident Claim means any Pre-Termination Resident Claim or Post-Termination Resident Claim.

Resident Refund Actual Subsequent Distribution Amount means the Resident Refund Maximum Subsequent Distribution Amount *minus* the Non-Consenting Resident Credit.

Resident Refund Maximum Subsequent Distribution Amount means the amount equal to (i) the Maximum Member Financial Contribution *minus* (ii) the Bondholder Reimbursement.

Sale means the sale of substantially all of the Debtor's assets pursuant to the terms of the Focus APA.

Sale Closing Date means the "Closing Date" as defined in the Focus APA.

Schedules means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs filed by the Debtor pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been or may be amended, modified, or supplemented from time to time.

Secured Claim means any Claim of a Creditor that is secured by property of the Estate, to the extent of the value of the Creditor's interest in the Estate's interest in such property, as provided in section 506(a) of the Bankruptcy Code. Secured Claim also means a Claim of a Creditor that is subject to setoff under section 553 of the Bankruptcy Code, to the extent of the amount subject to setoff, as provided in section 506(a) of the Bankruptcy Code.

Secured Parties means, collectively, the Bond Trustee and Holders of Other Secured Claims.

Subsequent Resident Distribution means Cash in an amount equal to such Resident's Pro Rata allocation of the Resident Refund Actual Subsequent Distribution Amount, calculated based on entrance fee refund amounts, net of any setoff, asserted in any Pre-Termination Resident Claim or Post-Termination Resident Claim.

Unexpired Lease means a lease to which the Debtor is a party that is subject to assumption, assumption or assignment or rejection under section 365 of the Bankruptcy Code.

Unimpaired means, with respect to a Claim or Interest, a Class of Claims or Interests that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

United States Trustee means the Office of the United States Trustee for the Eastern District of New York.

1.2 ***Interpretation, Application of Definitions and Rules of Construction.*** Unless otherwise specified, all section or exhibit references in this Plan are to the respective section in, or exhibit to, this Plan, as the same may be amended, supplemented, waived, or modified from time to time. The words "herein," "hereof," "hereto," "hereunder," and other words of similar import refer to this Plan as a whole and not to any particular section, subsection, or clause contained therein. A term used but not defined in this Plan shall have the meaning assigned to that term in the Bankruptcy Code. The rules of construction contained in section 102 of the Bankruptcy Code shall apply to this Plan. The headings in this Plan are for convenience of reference only and shall not limit or otherwise affect the provisions hereof. Unless otherwise provided, any reference in this Plan to an existing document, exhibit or schedule means such document, exhibit or schedule as it may have been amended, restated, revised, supplemented or otherwise modified. If a time or date is specified for any payments or other Distribution under this Plan, it shall mean on or as soon as reasonably practicable thereafter. Further, where appropriate from a contextual reading of a term, each term includes the singular and plural form of the term regardless of how the term is stated and each stated pronoun is gender neutral. In the event of any ambiguity or conflict between this Plan and the Disclosure Statement, the provisions of this Plan shall govern. Any reference to the "Liquidating Trustee" shall be deemed to include a reference to the "Liquidating Trust" and any reference to the "Liquidating Trust" shall be deemed to include a reference to the "Liquidating Trustee" unless the context otherwise requires.

1.3 ***Computation of Time***. Bankruptcy Rule 9006 shall apply to all computations of time periods prescribed or allowed by this Plan unless otherwise set forth herein or provided by the Bankruptcy Court.

SECTION 2. ADMINISTRATIVE AND PRIORITY CLAIMS

2.1 ***Administrative Expense Claims***.

(a) Except to the extent that a Holder of an Allowed Administrative Expense Claim agrees to different treatment with the Debtor or Liquidating Trustee, each Holder of an Allowed Administrative Expense Claim shall receive Cash in an amount equal to the unpaid amount of such Allowed Administrative Expense Claim on the later of the Effective Date or the date on which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is reasonably practicable; *provided, however*, that Allowed Administrative Expense Claims representing liabilities incurred in the ordinary course of business by the Debtor, as Debtor in Possession, or liabilities arising under obligations incurred by the Debtor, as Debtor in Possession, prior to the Effective Date, shall be paid by the Debtor in the ordinary course of business, consistent with past practice and in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing, or other documents relating to such transactions, including, but not limited to, all orders entered by the Bankruptcy Court related to the foregoing. In addition, Allowed Administrative Expense Claims of the United States Trustee for statutory fees under 28 U.S.C. § 1930 incurred prior to the Effective Date shall be paid on the Effective Date by the Debtor, and thereafter, as such fees may thereafter accrue and be due and payable, by the Liquidating Trustee in accordance with the applicable schedule for payment of such fees.

(b) ***Administrative Expense Claims Bar Date***. To be eligible to receive Distributions under the Plan on account of an Administrative Expense Claim that is not otherwise Allowed by the Plan, a request for payment of an Administrative Expense Claim must have been or be filed with the Bankruptcy Court on or before the Administrative Expense Claims Bar Date. Any Administrative Expense Claim that is not asserted in accordance herewith shall be deemed disallowed under the Plan and shall be forever barred against the Debtor, the Debtor's Estate, the Liquidating Trust, or any of their Assets or property, and the Holder thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset, recoup or recover such Claim.

2.2 ***Accrued Professional Compensation Claims***. All Professionals seeking payment of Accrued Professional Compensation Claims shall (i) file their respective final applications for allowance of compensation for services rendered and reimbursement of expenses incurred in the Chapter 11 Case by the first Business Day that is thirty (30) days after the Effective Date and (ii) be paid (a) the full unpaid amount as is Allowed by the Bankruptcy Court within five (5) Business Days after the date that such Claim is Allowed by order of the Bankruptcy Court, or (b) upon such other terms as may be mutually agreed upon between the Holder of such Allowed Accrued Professional Compensation Claim and the Debtor or Liquidating Trustee. Any Accrued Professional Compensation Claim that is not asserted in accordance with this section 2.2 shall be deemed disallowed under this Plan and shall be forever barred against the Debtor, the Debtor's Estate, the Liquidating Trust, or any of the Assets or Liquidating Trust Assets, and the Holder

thereof shall be enjoined from commencing or continuing any action, employment of process or act to collect, offset, recoup or recover such Claim.

2.3 ***Priority Tax Claims***. Pursuant to section 1129(a)(9)(C) of the Bankruptcy Code, unless otherwise agreed by a Holder of an Allowed Priority Tax Claim and the Debtor, or the Liquidating Trustee, each Holder of an Allowed Priority Tax Claim shall receive, in full satisfaction of its Priority Tax Claim, payment in full in Cash of the Allowed amount of the Priority Tax Claim on the later of the Effective Date or as soon as practicable after the date when such Claim becomes an Allowed Claim.

2.4 ***DIP Claims***. In full satisfaction of the DIP Claims, the Holder of an Allowed DIP Claim shall receive, on or as soon as reasonably practicable after the Effective Date, indefeasible payment in full from the Bondholder Sale Proceeds.

2.5 ***Diminution Claim.*** The Bond Trustee's Diminution Claim shall be paid from the Excluded Assets and proceeds thereof, after payment of expenses set forth in the Approved Budget.

SECTION 3. CLASSIFICATION OF CLAIMS AND INTERESTS

3.1 Except as set forth herein, all Claims against and Interests in the Debtor are placed in a particular Class. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtor has not classified Administrative Expense Claims, Accrued Professional Compensation Claims, Priority Tax Claims, DIP Claims and the Diminution Claim.

The following table classifies Claims against and Interests in the Debtor for all purposes, including voting, confirmation and Distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. This Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date. Each Class set forth below is treated hereunder as a distinct Class for voting and Distribution purposes.

Subject to all other applicable provisions of this Plan (including its Distribution provisions), classified Claims shall receive the treatment described in this section 3. This Plan will not provide any Distributions on account of a Claim to the extent that such Claim has been disallowed, released, withdrawn, waived, or otherwise satisfied or paid as of the Effective Date, including, without limitation, payments by third parties.

Class	Claims and Interests	Status	Entitled to Vote	Estimated Recovery
1	Other Priority Claims	Unimpaired	No; Deemed to Accept	100%
2	Other Secured Claims	Unimpaired	No; Deemed to Accept	100%

Class	Claims and Interests	Status	Entitled to Vote	Estimated Recovery
3	Bondholder Secured Claims	Impaired	Yes	42%
4	Bondholder Deficiency Claims	Impaired	Yes	Unknown[1]
5	Pre-Termination Resident Claims	Impaired	Yes	30%
6	Post-Termination Resident Claims	Impaired	Yes	32%
7	General Unsecured Claims	Impaired	Yes	Unknown
8	Interests in the Debtor	Impaired	No; Deemed to Reject	0%

SECTION 4. TREATMENT OF CLAIMS AND INTERESTS

4.1 ***Other Priority Claims (Class 1)***. This Class consists of all Allowed Other Priority Claims against the Debtor that are specified as having priority in section 507(a) of the Bankruptcy Code, if any such Claims exist as of the Effective Date. Except to the extent that a Holder of an Allowed Other Priority Claim against the Debtor has agreed to a different treatment of such Claim, each such Holder shall receive, in full satisfaction of such Allowed Other Priority Claim, Cash in an amount equal to such Allowed Other Priority Claim, on or as soon as reasonably practicable after the later of (i) the Effective Date, (ii) the date the Other Priority Claim becomes an Allowed Claim, or (iii) the date for payment provided by any agreement or arrangement between the Debtor or the Liquidating Trustee, as applicable, and the Holder of the Allowed Other Priority Claim against the Debtor.

4.2 ***Other Secured Claims (Class 2)***. This Class consists of all Allowed Other Secured Claims against the Debtor. In full satisfaction of an Allowed Other Secured Claim, on the later of the Effective Date and the date on which the Other Secured Claim is Allowed, each Holder of an Allowed Other Secured Claim shall receive, at the sole and exclusive option of the Liquidating Trustee: (a) Cash equal to the amount of such Claim; (b) the Collateral securing such Claim; or (c) satisfaction of such Claim pursuant to such other terms and conditions as may be agreed upon by the Debtor or the Liquidating Trustee, as applicable, and the Holder of such Allowed Other Secured Claim.

4.3 ***Bondholder Secured Claims (Class 3)***. This Class consists of the Bondholder Secured Claims of the Holders of the Bonds and Bond Trustee against the Debtor. The Bondholder Secured Claims are Allowed Claims. Upon the terms and subject to the conditions set forth in this Plan and the Focus Sale Global Settlement Term Sheet, in full and final satisfaction, settlement, release, and discharge of the Bondholder Secured Claims, the Bond Trustee shall

[1] Holders of Allowed Bondholder Deficiency Claims and General Unsecured Claims and are entitled to receive their Pro Rata share of the proceeds of Remnant Assets, if any. The amount of any Remnant Assets is estimated to be de minimis, if any, and will be determined by the Liquidating Trustee following application of the Liquidating Trust Assets.

receive, on behalf of itself and the Holders of the Bondholder Secured Claims, the following: (i) on the earlier of the Effective Date and the Sale Closing Date, Cash in an amount equal to the Bondholder Sale Proceeds; (ii) upon receipt by the Liquidating Trust of the Member Financial Contribution, Cash in an amount equal to the Bondholder Reimbursement, and (iii) the Excluded Assets and proceeds thereof, to the extent subject to the Bond Trustee's Lien, after payment of expenses set forth in the Approved Budget and the Diminution Claim.

4.4 ***Bondholder Deficiency Claims (Class 4)***. This Class consists of the Bondholder Deficiency Claims of the Holders of the Bonds and Bond Trustee against the Debtor. The Bondholder Deficiency Claims are Allowed Claims. Upon the terms and subject to the conditions set forth in this Plan and the Focus Sale Global Settlement Term Sheet, in full and final satisfaction, settlement, release, and discharge of the Bondholder Deficiency Claims, the Bond Trustee shall receive, on behalf of itself and the Holders of the Bondholder Deficiency Claims, Cash in an amount equal to the Pro Rata share of the proceeds of Remnant Assets distributable to Holders of Allowed Bondholder Deficiency Claims and Allowed General Unsecured Claims, if any. For the purposes of calculating the Pro Rata share with respect to the Remnant Assets, the aggregate value of the Bondholder Deficiency Claims shall be $79,000,000.

4.5 ***Pre-Termination Resident Claims (Class 5)***. This Class consists of all Allowed Pre-Termination Resident Claims against the Debtor. Upon the terms and subject to the conditions set forth in this Plan and the Focus Sale Global Settlement Term Sheet, in full and final satisfaction, settlement, release, and discharge of the Allowed Pre-Termination Resident Claims, each Holder of an Allowed Pre-Termination Resident Claim that is a Releasing Party shall receive (i) on or as soon as reasonably practicable after the Effective Date, the Initial Pre-Termination Resident Distribution, and (ii) upon receipt by the Liquidating Trust of the Member Financial Contribution, the Subsequent Resident Distribution. Each Holder of an Allowed Pre-Termination Resident Claim that is not a Releasing Party shall not receive any distribution on account of such Holder's Allowed Pre-Termination Resident Claim.

4.6 ***Post-Termination Resident Claims (Class 6)***. This Class consists of all Allowed Post-Termination Resident Claims against the Debtor. Upon the terms and subject to the conditions set forth in this Plan and the Focus Sale Global Settlement Term Sheet, in full and final satisfaction, settlement, release, and discharge of the Allowed Post-Termination Resident Claims, each Holder of an Allowed Post-Termination Resident Claim that is a Releasing Party shall receive (i) on or as soon as reasonably practicable after the Effective Date, the Initial Post-Termination Resident Distribution, and (ii) upon receipt by the Liquidating Trust of the Member Financial Contribution, the Subsequent Resident Distribution. Each Holder of an Allowed Post-Termination Resident Claim that is not a Releasing Party shall not receive any distribution on account of such Holder's Allowed Post-Termination Resident Claim.

4.7 ***General Unsecured Claims (Class 7)***. This Class consists of all Allowed General Unsecured Claims against the Debtor not included within the other specifically defined Classes hereunder. Upon the terms and subject to the conditions set forth in this Plan and the Focus Sale Global Settlement Term Sheet, in full and final satisfaction, settlement, release, and discharge of the Allowed General Unsecured Claims, each Holder of an Allowed General Unsecured Claim shall receive Cash in an amount equal to its Pro Rata share of the proceeds of

Remnant Assets distributable to Holders of Allowed Bondholder Deficiency Claims and Allowed General Unsecured Claims, if any.[2]

4.8 ***Interests in the Debtor (Class 8)***. This Class consists of ACCHS' interests in the Debtor, which will be cancelled as of the Effective Date. ACCHS shall not be entitled to a Distribution on account of its Interests in the Debtor.

SECTION 5. CRAMDOWN.

If all applicable requirements for confirmation of this Plan are met as set forth in section 1129(a) of the Bankruptcy Code except subsection (8) thereof, the Debtor may request that the Bankruptcy Court confirm this Plan in accordance with section 1129(b) of the Bankruptcy Code on the bases that this Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims or Interests that is Impaired under, and has not accepted or is deemed to reject, this Plan.

SECTION 6. MEANS FOR IMPLEMENTATION OF THE PLAN.

6.1 ***Settlement***. Pursuant to the terms of the Focus Sale Global Settlement Term Sheet, on the earlier of the Effective Date and Sale Closing Date, the Debtor or Liquidating Trustee (as applicable) shall distribute the Bondholder Sale Proceeds to the Bond Trustee for distribution to Holders of the Allowed Bondholder Secured Claims in accordance with the terms and conditions of the Bond Documents. Distributions to the Bond Trustee for distribution to Holders of the Allowed Bondholder Secured Claims in connection with the Bondholder Reimbursement and Excluded Assets and distributions to Holders of Allowed Pre-Termination Resident Claims and Post-Termination Resident Claims in connection with the Subsequent Resident Distribution shall be made as soon as reasonably practicable following receipt by the Liquidating Trustee of the Member Financial Contribution. For the avoidance of doubt, the Member Financial Contribution must be paid to the Liquidating Trustee for distribution in accordance with the Liquidating Trust Agreement; if the Member Financial Contribution (or any portion thereof) is first paid to any other party, it shall be held in trust for the Liquidating Trustee pending turnover. Distributions of the proceeds of Remnant Assets, if any, to Holders of Allowed General Unsecured Claims and the Bond Trustee for distribution to Holders of the Allowed Bondholder Deficiency Claims shall be made as soon as reasonably practicable by the Liquidating Trustee in accordance with this Plan and the Focus Sale Global Settlement Term Sheet. The Bond Trustee consents to the continued use of its Cash Collateral (as such term is defined in section 363(a) of the Bankruptcy Code) to the extent and for the purposes set forth in this Plan and the DIP Order.

6.2 ***Liquidating Trust***

(a) ***Establishment of Liquidating Trust***. On the Effective Date, the Liquidating Trustee shall execute the Liquidating Trust Agreement and, in his or her capacity as Liquidating Trustee, accept all Liquidating Trust Assets on behalf of the Beneficiaries thereof, and be authorized to obtain, seek the turnover, liquidate, and collect all of the Liquidating Trust Assets not in his or her possession. The Liquidating Trust will then be deemed created and effective without any further action by the Bankruptcy Court or any Person as of the Effective Date. The

[2] The aggregate amount of General Unsecured Claims is approximately $9.2 million.

Liquidating Trust shall be established for the purposes of (i) liquidating any non-Cash Liquidating Trust Assets; (ii) maximizing recovery of the Liquidating Trust Assets for the benefit of the Beneficiaries; and (iii) distributing the proceeds of the Liquidating Trust Assets to the Beneficiaries in accordance with this Plan and the Liquidating Trust Agreement, with no objective to continue or engage in the conduct of a trade or business, except only in the event and to the extent necessary for, and consistent with, the liquidating purpose of the Liquidating Trust.

(b) ***Application of Liquidating Trust Assets***. On and after the Effective Date, all Sale proceeds remaining after payment of the Bondholder Sale Proceeds shall be applied: (i) first, in satisfaction of all Allowed Administrative Expense Claims, Allowed Accrued Professional Compensation Claims and Allowed Priority Claims that have not been paid; (ii) second, to fund an amount the Debtor, the Committee, the Ad Hoc Group and the Bond Trustee, each in consultation with ACCHS, determine is necessary to administer and operate the Liquidating Trust in accordance with this Plan and the Liquidating Trust Agreement (the "***Liquidating Trust Reserve***"); and (iii) third, all remaining amounts (the "***Distributable Net Sale Proceeds***") shall fund the Initial Pre-Termination Resident Distribution and the Initial Post-Termination Resident Distribution. The proceeds of any Remnant Assets not subject to the Bond Trustee's Lien shall be distributed Pro Rata to Holders of Allowed General Unsecured Claims and the Bond Trustee on behalf of Holders of the Bondholder Deficiency Claims. Proceeds of any assets subject to the Bond Trustee's Lien shall be distributed exclusively to the Bond Trustee.

(c) ***Appointment of the Liquidating Trustee***. The Liquidating Trustee shall be appointed pursuant to the Confirmation Order and subject to removal only by the Bankruptcy Court upon application or motion by a Beneficiary of the Liquidating Trust, after notice and a hearing, and for cause shown, including (i) the willful and continued refusal by the Liquidating Trustee to perform his or her duties under this Plan and the Liquidating Trust Agreement, and (ii) gross negligence, gross misconduct, fraud, embezzlement or theft. The Liquidating Trustee will be jointly selected by the Debtor, the Committee, the Ad Hoc Group and the Bond Trustee (each in consultation with ACCHS). During the term of the Liquidating Trust, the Liquidating Trustee shall be entitled to compensation payable from the Liquidating Trust Reserve as set forth in the Liquidating Trust Agreement.

(d) ***Beneficiaries of Liquidating Trust***. The interests of the Beneficiaries in the Liquidating Trust shall be uncertificated and nontransferable except upon death of the interest holder or by operation of law.

(e) ***Vesting and Transfer of Liquidating Trust Assets to the Liquidating Trust***. On the Effective Date, pursuant to section 1141(b) of the Bankruptcy Code, the Liquidating Trust Assets, including the Liquidating Trust Reserve, shall vest in the Liquidating Trust free and clear of all Liens, Claims and Interests, except as otherwise specifically provided in this Plan or in the Confirmation Order; *provided, however*, that the Liquidating Trustee may abandon or otherwise not accept any non-Cash Liquidating Trust Assets that the Liquidating Trustee believes, in good faith, have no value to the Liquidating Trust. Any non-Cash Liquidating Trust Assets that the Liquidating Trustee so abandons or otherwise does not accept shall not be property of the Liquidating Trust.

(f) ***Retention of Professionals***. The Liquidating Trustee shall have the right to retain the services of attorneys, accountants, and other professionals (collectively, the "***Liquidating Trust Professionals***") that are necessary to assist the Liquidating Trustee in the performance of his or her duties pursuant to this Plan, the Liquidating Trust Agreement and the Confirmation Order. The reasonable fees and expenses of such professionals shall be paid by the Liquidating Trustee from the Liquidating Trust Reserve upon submission of monthly statements (the "***Liquidating Trust Monthly Fee Statements***") for services rendered and costs incurred to the Liquidating Trustee for review and approval. The Liquidating Trustee will have thirty (30) days from receipt of each Liquidating Trust Monthly Fee Statement to object to the Liquidating Trust Monthly Fee Statement. In the event that an objection to a Liquidating Trust Monthly Fee Statement cannot be promptly resolved, the dispute will be submitted by the Liquidating Trustee to the Bankruptcy Court for adjudication. The Bankruptcy Court will retain jurisdiction to adjudicate objections to Liquidating Trust Monthly Fee Statements. In the event that no objection is raised to a Liquidating Trust Monthly Fee Statement within the thirty (30) day period, the requested amount in the Liquidating Trust Monthly Fee Statement will be promptly paid by the Liquidating Trustee, subject to any requirements under the Plan.

(g) ***Liquidating Trust Expenses***. Subject to the provisions of the Liquidating Trust Agreement, all reasonable costs, expenses and obligations incurred by the Liquidating Trustee in administering this Plan, the Focus Sale Global Settlement Term Sheet, the Liquidating Trust, or in any manner connected, incidental or related thereto, in effecting distributions from, as applicable, the Liquidating Trust shall be a charge against and shall solely be paid from the Liquidating Trust Reserve. Such expenses shall be paid in accordance with the Liquidating Trust Agreement.

(h) ***Certain Powers and Duties of the Liquidating Trust and Liquidating Trustee***.

(i) ***General Powers of the Liquidating Trustee***. The Liquidating Trustee shall be the exclusive trustee of the Liquidating Trust and the Liquidating Trust Assets for purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3). The powers, rights, and responsibilities of the Liquidating Trustee shall be specified in the Liquidating Trust Agreement and shall include the authority and responsibility to: (a) receive, manage, invest, supervise, and protect the Liquidating Trust Assets, including collection of the Member Financial Contribution; (b) pay obligations incurred by the Liquidating Trust; (c) retain and compensate, without further order of the Bankruptcy Court, the services of employees, professionals and consultants to advise and assist in the administration, prosecution and distribution of Liquidating Trust Assets; (d) calculate and implement Distributions of Liquidating Trust Assets, which shall include making reasonable efforts to contact each Holder of an Allowed Pre-Termination Resident Claim or Post-Termination Resident Claim that is not a Releasing Party regarding entry into an agreement (in a form reasonably acceptable to ACCHS) to become a Releasing Party entitled to a Distribution in accordance with sections 4.5 and 4.6 hereof; (e) investigate, prosecute, compromise, and settle, in accordance with the specific terms of the Liquidating Trust Agreement, Causes of Action vested in the Liquidating Trust; (f) resolve issues involving Claims in accordance with this Plan; (g) enforce and implement the terms of the Focus Sale Global Settlement Term Sheet, as necessary, and (h) undertake all administrative functions of the Chapter 11 Case,

including the payment of fees payable to the United States Trustee. The Liquidating Trust is the successor to the Debtor and its Estate.

(ii) ***Books and Records***. Except as required by applicable law or as agreed by the Liquidating Trustee, on the Effective Date, the Liquidating Trust shall: (a) take possession of all books, records, and files of the Debtor and its Estate; and (b) provide for the retention and storage of such books, records, and files until such time as the Liquidating Trust determines, in accordance with the Liquidating Trust Agreement, that such retention is no longer necessary or required.

(iii) ***Investments of Cash***. The Liquidating Trust may invest Cash (including any earnings thereon or proceeds therefrom) as permitted by section 345 of the Bankruptcy Code or in other prudent investments, *provided, however*, that such investments are permitted to be made by a liquidating trust within the meaning of Treasury Regulation section 301.7701-4(d), as reflected therein, or under applicable IRS guidelines, rulings, or other controlling authorities.

(iv) ***Claims Process***. The Liquidating Trust shall have the right to object to Claims not otherwise Allowed in connection with post-Effective Date Claims allowance process or other order of the Bankruptcy Court, *provided*, that the Liquidating Trustee shall use reasonable efforts to first attempt to resolve any Resident Claim on an informal basis without resort to the filing of an objection. Following any such objection, the Liquidating Trustee may resolve any such Claims, which shall require: (i) approval only of the Liquidating Trustee if the resolved Claim amount and the amount of any reduction from the asserted amount of the Claim are each less than one hundred thousand dollars ($100,000); and (ii) approval of the Liquidating Trustee and the Bankruptcy Court, upon notice and a hearing, if the amount asserted by the claimant or the amount of the reduction is equal to or greater than one hundred thousand dollars ($100,000).

(v) ***Tax Reporting***. The Liquidating Trustee shall file tax returns for the Liquidating Trust as a grantor trust pursuant to Treasury Regulation section 1.671-4(a) and in accordance with this Plan. The Liquidating Trust also shall annually (for tax years in which Distributions from the Liquidating Trust are made) send to each Beneficiary a separate statement setting forth the Beneficiary's share of items of income, gain, loss, deduction or credit and all such Beneficiaries shall report such items on their federal income tax returns; *provided, however*, that no such statement need be sent to any Class that is not expected to receive any Distribution from the Liquidating Trust. The Liquidating Trust's taxable income, gain, loss, deduction or credit will be allocated to the Liquidating Trust's Beneficiaries in accordance with their relative beneficial interests in the Liquidating Trust.

As soon as possible after the Effective Date, the Liquidating Trust shall make a good faith valuation of assets of the Liquidating Trust, and such valuation shall be used consistently by all parties for all federal income tax purposes. The Liquidating Trust also shall file (or cause to be filed) any other statements, returns, or disclosures relating to the Liquidating Trust that are required by any Governmental Unit for taxing purposes. The Liquidating Trust may request an expedited determination of taxes of the Debtor or of the Liquidating Trust under section 505(b) of the

Bankruptcy Code for all tax returns filed for, or on behalf of, the Debtor and the Liquidating Trust for all taxable periods through the dissolution of the Liquidating Trust.

The Liquidating Trust shall be responsible for filing all federal, state, and local tax returns for the Debtor and the Liquidating Trust. The Liquidating Trust shall comply with all withholding and reporting requirements imposed by any federal, state, or local taxing authority, and all distributions made by the Liquidating Trust shall be subject to any such withholding and reporting requirements; *provided, however*, that, if the Liquidating Trustee fails to withhold in respect of amounts received or distributable with respect to any Beneficiaries and the Liquidating Trustee is later held liable for the amount of such withholding, such Beneficiaries shall reimburse the Liquidating Trustee for such liability. All such amounts withheld and paid to the appropriate taxing authority shall be treated as amounts distributed to such Beneficiaries for all purposes of the Liquidating Trust Agreement. The Liquidating Trustee shall be authorized to collect such tax information from the Beneficiaries (including, without limitation, social security numbers or other tax identification numbers) as it, in its sole discretion, deems necessary to effectuate the Plan, the Liquidating Trust Agreement and the Confirmation Order. In order to receive distributions under the Plan, all Beneficiaries will need to identify themselves to the Liquidating Trustee and provide tax information and the specifics of their holdings, to the extent the Liquidating Trustee deems appropriate (including completing the appropriate Form W-8 or Form W-9, as applicable).

(i) ***Preservation of Right to Conduct Investigations***. The preservation for the Liquidating Trust of any and all rights to conduct investigations pursuant to Bankruptcy Rule 2004 is necessary and relevant to the liquidation and administration of the Liquidating Trust Assets. Accordingly, any and all rights to conduct investigations pursuant to Bankruptcy Rule 2004 held by the Debtor prior to the Effective Date shall vest with the Liquidating Trust and shall continue until dissolution of the Liquidating Trust. For the avoidance of doubt, and notwithstanding the foregoing and any other provision of this Plan, the Liquidating Trust, as successor in interest to the Debtor, shall be bound by the terms of the Focus Sale Global Settlement Term Sheet, including its requirement to refrain from continuing or conducting any further discovery or litigation targeted at the ACCHS, ANH or any of their Related Persons until Termination (as defined therein).

(j) ***Prosecution and Resolution of Causes of Action***.

(i) ***The Liquidating Trust's Exclusive Authority to Pursue, Settle, or Abandon Causes of Action***. From and after the Effective Date, prosecution and settlement of all Causes of Action, including Avoidance Actions, transferred to the Liquidating Trust shall be the sole responsibility of the Liquidating Trust pursuant to the Plan and the Confirmation Order. From and after the Effective Date, the Liquidating Trust shall have exclusive rights, powers, and interests of the Debtor's Estate to pursue, settle or abandon such Causes of Action as the sole representative of the Debtor's Estate pursuant to section 1123(b)(3) of the Bankruptcy Code. Proceeds recovered from all Causes of Action transferred to the Liquidating Trust will be deposited into the Liquidating Trust and will be distributed by the Liquidating Trustee to the Beneficiaries in accordance with the provisions of the Plan, the Focus Sale Global Settlement Term Sheet and Liquidating Trust Agreement. All Causes of Action, including Avoidance Actions, that are not expressly released or waived under the Plan are reserved and preserved and vest in the Liquidating Trust in accordance with this Plan. No Person may rely on the absence of

a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any Cause of Action against it as any indication that the Debtor or Liquidating Trustee will not pursue any and all available Causes of Action against such Person. The Liquidating Trustee expressly reserves all Causes of Action, except for any Causes of Action against any Person that are expressly released or waived under the Plan, and, therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of confirmation or consummation of the Plan. No claims or Causes of Action against the Released Parties expressly released or waived pursuant to the Plan or Focus Sale Global Settlement Term Sheet shall be transferred to the Liquidating Trust, the Liquidating Trustee shall not have standing to pursue such claims or Causes of Action, and all such claims and Causes of Action shall be waived, released and discharged pursuant to the Plan and the Focus Sale Global Settlement Term Sheet. Notwithstanding the foregoing, any compromise or settlement of a Cause of Action by the Liquidating Trustee of an amount greater than one hundred thousand dollars ($100,000) must be acceptable to the Bond Trustee and the designees of the Committee and the Ad Hoc Group appointed pursuant to the Liquidating Trust Agreement.

(ii) ***Settlement of Causes of Action***. Settlement by the Liquidating Trust of any Cause of Action transferred to the Liquidating Trust shall require: (i) approval only of the Liquidating Trustee if the amount claimed by the Liquidating Trust against a defendant is less than one hundred thousand dollars ($100,000); and (ii) approval of the Liquidating Trustee and the Bankruptcy Court, upon notice and a hearing, if the amount claimed by the Liquidating Trust against a defendant is unliquidated or equals or exceeds one hundred thousand dollars ($100,000).

(k) ***Federal Income Tax Treatment of the Liquidating Trust for the Liquidating Trust Assets***. For federal income tax purposes, it is intended that the Liquidating Trust be classified as a liquidating trust under section 301.7701-4 of the Treasury regulations and that such trust be owned by its Beneficiaries. Accordingly, for federal income tax purposes, it is intended that the Beneficiaries be treated as if they had received a distribution from the Debtor's Estate of an undivided interest in each of the Liquidating Trust Assets in satisfaction of their Allowed Claims (to the extent of the value of their respective share in the applicable assets) and then contributed such interests to the Liquidating Trust in exchange for their interests in the Liquidating Trust, and the Liquidating Trust's Beneficiaries will be treated as the grantors and owners thereof.

(l) ***Limitation of Liability***. No recourse will ever be had, directly or indirectly, against the Liquidating Trustee or his or her respective employees, professionals, representatives, agents, successors or assigns, by legal or equitable proceedings or by virtue of any statute or otherwise, or any deed of trust, mortgage, pledge or note, nor upon any promise, contract, instrument, undertaking, obligation, covenant or agreement whatsoever executed by the Liquidating Trust under this Plan or by reason of the creation of any indebtedness by the Liquidating Trust or the Liquidating Trustee under this Plan. All such liabilities under this Plan will be enforceable only against, and will be satisfied only out of, the Liquidating Trust Assets. The Liquidating Trust and the Liquidating Trustee and their respective officers, directors, employees, professionals, representatives, agents, successors or assigns will not be liable for any act they may do, or omit to do hereunder in good faith and in the exercise of their sound judgment;

provided, however, that this section will not apply to any gross negligence or willful misconduct by the Liquidating Trust and the Liquidating Trustee or their respective officers, directors, employees, professionals, representatives, agents, successors or assigns.

(m) ***Term of Liquidating Trust***. The Liquidating Trustee shall be discharged and the Liquidating Trust shall be terminated, at such time as (i) all Disputed Claims have been resolved, (ii) all of the Liquidating Trust Assets have been liquidated, (iii) all duties and obligations of the Liquidating Trustee under the Liquidating Trust Agreement have been fulfilled, (iv) all Distributions required to be made by the Liquidating Trust under this Plan and the Liquidating Trust Agreement have been made, and (v) the Chapter 11 Case has been closed; *provided, however*, that in no event shall the Liquidating Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion within the six-month period prior to the fifth anniversary (or the end of any extension period approved by the Bankruptcy Court), determines that an extension is necessary to facilitate or complete the recovery and liquidation of the Liquidating Trust Assets.

(n) ***Conflicts Between the Liquidating Trust Agreement and the Plan***. In the event of any inconsistencies or conflict between the Liquidating Trust Agreement and this Plan, the terms and provisions of this Plan shall control.

(o) ***Excess Funds***. In the event there is Liquidating Trust Distributable Cash remaining after all required Distributions under the Plan and the Liquidating Trust Agreement have been made, such Cash will be turned over to the Attorney General for the State of New York in accordance with New York law.

SECTION 7. DISTRIBUTIONS

7.1 ***Distribution Record Date***. As of the close of business on the Distribution Record Date, the various transfer registers for each of the Classes of Claims or Interests as maintained by the Debtor or its agents shall be deemed closed, and there shall be no further changes in the record Holders of any of the Claims or Interests. The Debtor or the Liquidating Trustee shall have no obligation to recognize any ownership transfer of the Claims or Interests occurring after the Distribution Record Date. The Debtor, the Liquidating Trustee, or any party responsible for making Distributions shall be entitled to recognize and deal for all purposes under the Plan only with those record Holders stated on the transfer ledgers as of the close of business on the Distribution Record Date, to the extent applicable.

7.2 ***Date of Distributions***. Except as otherwise provided in this Plan and the Focus Sale Global Settlement Term Sheet, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtor shall receive the full amount of the Distributions that the Plan provides for Allowed Claims in the applicable Class and in the manner provided therein. Distributions made after the Effective Date to Holders of Allowed Claims shall be deemed to have been made on the Effective Date and, except as otherwise provided in the Plan, no interest shall be payable by the Debtor or the Liquidating Trustee with respect to such Claims or any Distribution related thereto. In the event that any payment or act under the Plan is required to be

made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If there are Disputed Claims, Distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in the Plan. Except as otherwise provided in the Plan, Holders of Claims shall not be entitled to interest, dividends or accruals on Distributions provided for thereunder, regardless of whether such Distributions are delivered on or at any time after the Effective Date.

7.3 ***Disbursing Agent.*** Except as otherwise provided in this Plan, all Distributions under this Plan shall be made by the Liquidating Trustee as Disbursing Agent or such other Person designated by the Liquidating Trustee as a Disbursing Agent on or after the Effective Date.

7.4 ***Rights and Powers of Disbursing Agent.*** The Disbursing Agent shall be empowered to: (a) effect all actions and execute all agreements, instruments and other documents necessary to perform its duties under this Plan; (b) make all Distributions contemplated hereby; (c) employ professionals to represent it with respect to its responsibilities; and (d) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court, pursuant to this Plan, or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions of this Plan.

7.5 ***Delivery of Distributions in General.*** Except as otherwise provided in this Plan, distributions to Holders of Allowed Claims shall be made to Holders of record as of the Distribution Record Date by the Disbursing Agent. Distributions to Holders of Allowed Claims will be made at the address of each such Holder as set forth in the Debtor's books and records, which books and records will be updated to reflect any updated mailing addresses provided to the Debtor by or on behalf of Residents who no longer reside at the Facility. Distributions under this Plan on account of such Allowed Claims shall not be subject to levy, garnishment, attachment or like legal process, so that each Holder of an Allowed Claim shall have and receive the benefit of the distributions in the manner set forth in this Plan. None of the Debtor, the Liquidating Trustee, and the applicable Disbursing Agent shall incur any liability whatsoever on account of any distributions under this Plan except for gross negligence, willful misconduct or fraud. Any distributions on account of the Bond Claims shall be made to the Bond Trustee, and the Bond Trustee shall make such further distributions to the Holders of the Bonds as set forth in the Bond Documents, subject to the provisions of section 11.12 hereof.

7.6 ***Payments and Distributions on Disputed Claims***. Distributions made after the Effective Date to Holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall be deemed to have been made on the Effective Date. Notwithstanding any provision otherwise in this Plan and except as may be agreed to by the Debtor or the Liquidating Trustee, on the one hand, and the Holder of a Disputed Claim, on the other hand, no partial payments and no partial Distributions shall be made with respect to any Disputed Claim until all Disputed Claims held by the Holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

7.7 ***Manner of Payment***. Any Distributions to be made by or on behalf of the Debtor or the Liquidating Trustee, as applicable, pursuant to this Plan shall be made by checks

drawn on accounts maintained by the Debtor or the Liquidating Trustee, respectively, or by wire transfer if circumstances justify, at the option of the Debtor or the Liquidating Trustee, as applicable; *provided, however*, any payments made to the Bond Trustee shall be made by wire transfer.

7.8 ***Undeliverable Distributions and Unclaimed Property***. In the event that any Distribution to any Holder is returned as undeliverable, no Distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then current address of such Holder, at which time such Distribution shall be made as soon as practicable after such Distribution has become deliverable; *provided, however*, that such Distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code and forfeited at the expiration of six months from the date of the Distribution. After such date, all "unclaimed property" or interests in property shall revert to the Liquidating Trust (notwithstanding any applicable federal or state escheat, abandoned or unclaimed property laws to the contrary), and the Claim of any Holder to such property shall be discharged and forever barred.

7.9 ***Withholding and Reporting Requirements***. In connection with this Plan and all instruments issued in connection herewith, the Disbursing Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local taxing authority, and all Distributions under this Plan shall be subject to any such withholding or reporting requirements.

7.10 ***[Reserved].***

7.11 ***Setoffs***. The Debtor or the Liquidating Trustee may, but shall not be required to, set off against any Claim (for purposes of determining the Allowed amount of such Claim on which a Distribution shall be made), any claims of any nature whatsoever that the Debtor or the Liquidating Trustee may have against the Holder of such Claim, including any outstanding amounts due to the Debtor in connection with any Residency Agreement, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor or the Liquidating Trustee of any such claim the Debtor or the Liquidating Trustee may have against the Holder of such Claim.

7.12 ***Insurance Claims***. Except for the payments to be made with respect to the Bondholder Secured Claims, the Bondholder Deficiency Claim, the Pre-Termination Resident Claims and the Post-Termination Resident Claims, no Distributions under this Plan shall be made on account of Allowed Claims until the Holder of such Allowed Claim has exhausted all remedies with respect to the Debtor's Insurance Policies. To the extent that the Debtor's insurers agree to satisfy in full a Claim, then immediately upon such insurers' agreement, such Claim may be expunged without a Claims objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court.

7.13 ***Applicability of Insurance Policies***. Except as otherwise provided in this Plan, Distributions to Holders of Allowed Claims shall be made in accordance with the provisions of any applicable Insurance Policy. Nothing contained in this Plan shall constitute or be deemed a waiver of any Cause of Action that the Debtor, Liquidating Trustee or any Person may hold against any insurers under any of the Debtor's Insurance Policies, nor shall anything contained in

the Disclosure Statement or herein constitute or be deemed a waiver by such insurers of any defenses, including coverage defenses, held by such insurers.

7.14 ***No Postpetition Interest***. Unless otherwise specifically provided for herein or in the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims or Interests, and no Holder of a Claim or Interest shall be entitled to interest accruing on or after the Petition Date on such Claim or Interest.

7.15 ***Allocation of Distributions Between Principal and Unpaid Interest***. With the exception of any Distributions on account of the Bonds, to the extent that any Claim entitled to a Distribution under this Plan is comprised of indebtedness and accrued but unpaid interest thereon, such Distribution shall, for U.S. federal income tax purposes, be allocated on the Debtor's books and records to the principal amount of the Claim first and then, to the extent the consideration exceeds the principal amount of the Claim, to the accrued but unpaid interest. For the avoidance of doubt, Holders of the Bondholder Secured Claims and Bondholder Deficiency Claims may, in their discretion, first apply any Distribution against accrued and unpaid interest on their Claims, and then against the outstanding principal amount of their Claims.

7.16 ***Distributions Free and Clear***. Except as may be otherwise provided herein, all Distributions under this Plan shall be free and clear of any Liens, Claims, encumbrances, and other interests.

7.17 ***Fractional Dollars; De Minimis Distributions***. Notwithstanding any other provision of this Plan, Cash payments of fractions of dollars shall not be made. Whenever any Distribution to a Holder of a Claim would otherwise call for Distribution of Cash in a fractional dollar amount, the actual Distribution of such Cash shall be rounded to the nearest whole dollar (up or down), with half dollars (or less) being rounded down. Neither the Debtor nor the Liquidating Trustee shall be required to make any Cash payment of less than ten dollars ($10.00) with respect to any Claim or Interest unless a request therefor is made in writing to the Debtor or the Liquidating Trustee, as applicable; *provided*, *however*, that neither the Debtor nor the Liquidating Trustee shall have any obligation to make any Distribution, whether final or not, unless and until the total amount of such Distribution to a specific Holder of an Allowed Claim or Interest is equal to or greater than ten dollars ($10.00).

SECTION 8. PROCEDURES FOR DISPUTED CLAIMS

The provisions of this section 8 shall not be applicable to the Bond Claims, which are Allowed Claims.

8.1 ***Allowance of Claims and Interests***. Except as expressly provided herein, or in any order entered in the Chapter 11 Case prior to the Effective Date, including the Confirmation Order, no Claim or Interest shall be deemed Allowed unless and until such Claim or Interest is deemed Allowed under this Plan or the Bankruptcy Code or Allowed by the Bankruptcy Court by entry of a Final Order allowing such Claim or Interest. On and following the Effective Date, the Liquidating Trust shall be vested with any and all rights and defenses the Debtor had with respect to any Claim or Interest immediately prior to the Effective Date.

8.2 ***Objections to Claims***. The Debtor (before the Effective Date) or the Liquidating Trustee (on or after the Effective Date), as applicable, shall have the exclusive authority to file, settle, compromise, withdraw or litigate to judgment any objections to Claims as permitted under this Plan, provided that any compromise or settlement by the Liquidating Trust of a Claim that is not a Pre-Termination Resident Claim or a Post-Termination Resident Claim in an amount greater than $100,000 must be acceptable to the Bond Trustee and designees of the Committee and the Ad Hoc Group appointed pursuant to the Liquidating Trust Agreement or otherwise approved by the Bankruptcy Court. Any objections to Claims shall be filed and served on or before the later of (i) one hundred eighty (180) days after the Effective Date or (ii) such date as may be fixed by the Bankruptcy Court; *provided*, *however*, that the Liquidating Trustee may file objections to any General Unsecured Claim within thirty (30) days of filing a notice that the Liquidating Trustee has determined that Remnant Assets are available for distribution to Holders of Allowed General Unsecured Claims. From and after the Effective Date, the Liquidating Trustee may settle or compromise any Disputed Claim without approval of the Bankruptcy Court, provided that any compromise or settlement by the Liquidating Trust of a Claim that is not a Pre-Termination Resident Claim or a Post-Termination Resident Claim, in an amount greater than $100,000, must be acceptable to the Bond Trustee and the designees of the Committee and the Ad Hoc Group appointed pursuant to the Liquidating Trust Agreement or otherwise approved by the Bankruptcy Court.

8.3 ***Estimation of Claims***. The Debtor (before the Effective Date) or the Liquidating Trustee (on or after the Effective Date) may, at any time, and from time to time, request that the Bankruptcy Court estimate any Contingent Claim or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code for any reason, regardless of whether an objection was previously filed with the Bankruptcy Court with respect to such Claim, or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court will retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to such objection. In the event that the Bankruptcy Court estimates any Contingent Claim or Disputed Claim, the amount so estimated shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the amount of such Claim, the Debtor or the Liquidating Trustee may pursue supplementary proceedings to object to the allowance of such Claim; *provided, however*, the Liquidating Trustee may elect not to pursue such supplementary proceedings, instead electing to treat such maximum amount as the Allowed amount of such Claim.

8.4 ***No Distribution Pending Allowance***. Notwithstanding any other provision of this Plan, if any portion of a Claim is disputed, no payment or distribution provided hereunder shall be made on account of such Claim unless and until such Disputed Claim becomes an Allowed Claim.

8.5 ***Distributions after Allowance***. At such time as a Contingent Claim or a Disputed Claim becomes an Allowed Claim, a Distribution shall be made to the Holder of such Allowed Claim in accordance with the provisions of this Plan as soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Contingent Claim or Disputed Claim becomes a Final Order. To the extent that all or a portion of a Contingent Claim or a

Disputed Claim is disallowed, the Holder of such Claim shall not receive any Distribution on account of the portion of such Claim that is disallowed.

8.6 ***Preservations of Rights to Settle Claims***. In accordance with section 1123(b) of the Bankruptcy Code, the Liquidating Trustee shall have the discretion to retain and enforce, sue on, settle, or compromise all claims, rights, causes of action, suits, and proceedings, whether in law or in equity, whether known or unknown, that the Debtor or its Estate may hold against any person or entity without the approval of the Bankruptcy Court, subject to the terms of this Plan, the Confirmation Order, the Focus Sale Global Settlement Term Sheet, the Liquidating Trust Agreement, and any contract, instrument, release, indenture, or other agreement entered into in connection herewith. The Liquidating Trustee may pursue such retained claims, rights, or causes of action, suits, or proceedings, as appropriate, in accordance with the best interests of the Liquidating Trust and its Beneficiaries.

8.7 ***Disallowed Claims***. All Claims held by Persons against whom or which the Debtor or Liquidating Trustee has commenced a proceeding asserting a cause of action under sections 542, 543, 544, 545, 547, 548, 549, and/or 550 of the Bankruptcy Code shall be deemed Disallowed Claims pursuant to section 502(d) of the Bankruptcy Code and Holders of such Claims shall not be entitled to vote to accept or reject the Plan. Disallowed Claims pursuant to this Section shall continue to be Disallowed Claims for all purposes until the avoidance action against such party has been settled or resolved by Final Order and any sums due to the Debtor or Liquidating Trustee from such party have been paid.

SECTION 9. EXECUTORY CONTRACTS AND UNEXPIRED LEASES

9.1 ***Assumption and Rejection of Executory Contracts and Unexpired Leases***. Except as otherwise provided in this Plan, or in any contract, instrument, release, indenture or other agreement or document entered into in connection with this Plan, including the Focus APA, each of the Executory Contracts and Unexpired Leases of the Debtor shall be deemed rejected as of the Effective Date, unless such Executory Contract or Unexpired Lease: (1) was assumed or rejected previously by the Debtor; (2) expired or terminated pursuant to its own terms before the Effective Date; (3) is the subject of a motion to assume or reject filed on or before the Effective Date; or (4) is identified as an Executory Contract or Unexpired Lease to be assumed in connection with the Sale. For the avoidance of doubt, all Residency Agreements shall be deemed rejected as of the Effective Date.

9.2 ***Inclusiveness***. Unless otherwise specified, each Executory Contract and Unexpired Lease assumed or rejected by the Debtor shall include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such Executory Contract or Unexpired Lease.

9.3 ***Rejection Claims***. Except as otherwise provided in orders entered by the Bankruptcy Court or this Plan, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court and served on counsel to the Debtor or the Liquidating Trustee on or before the first Business Day that is thirty (30) days after the date of entry of an order of the Bankruptcy Court (including the

Confirmation Order) approving such rejection; *provided*, that any such Claims arising from the rejection of an Unexpired Lease shall be subject to the cap on rejection damages imposed by section 502(b)(6) of the Bankruptcy Code. Notwithstanding the foregoing, Residents shall not be required to file a Proof of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases to be eligible to receive the Initial Pre-Termination Resident Distribution or the Initial Post-Termination Resident Distribution and the treatment of Pre-Termination Resident Claims and Post-Termination Resident Claims set forth in section 3 of this Plan shall be inclusive of any rejection Claim asserted or assertable by any Resident. Any non-Resident Claim arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion and shall not be enforceable against the Debtor or the Liquidating Trustee, the Debtor's Estate or their property without the need for any objection by the Debtor or the Liquidating Trustee or further notice to, or action, order or approval of the Bankruptcy Court. All Allowed Claims arising from the rejection of the Debtor's Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims against the Debtor and shall be treated in accordance with this Plan.

9.4 ***Cure of Defaults***. Any monetary amounts by which any Executory Contract or Unexpired Lease to be assumed under this Plan or otherwise is in default shall be satisfied, under section 365(b)(1) of the Bankruptcy Code, by Cure. If there is a dispute regarding (i) the nature or amount of any Cure, or (ii) any other matter pertaining to assumption, Cure shall occur following the entry of a Final Order of the Bankruptcy Court resolving the dispute and approving the assumption.

9.5 ***Full Release and Satisfaction***. Assumption of any Executory Contract or Unexpired Lease pursuant to this Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the effective date of the assumption.

9.6 ***D&O Liability Insurance Policies***. The D&O Liability Insurance Policies shall be assumed by the Debtor effective as of the Effective Date, pursuant to sections 105, 365, and 1123 of the Bankruptcy Code, and nothing shall alter, modify, or amend, affect, or impair the terms and conditions of (or the coverage provided by) any of the D&O Liability Insurance Policies, including the coverage for defense and indemnity under any of the D&O Liability Insurance Policies, which shall remain available to all individuals within the definition of "Insured" in any of the D&O Liability Insurance Policies regardless of whether such officers, directors, trustees, managers, or members remain in such position after the Effective Date. For the avoidance of doubt, the D&O Liability Insurance Policies will continue to apply with respect to actions, or failures to act, that occurred on or prior to the Effective Date, subject to the terms and conditions of the D&O Liability Insurance Policies. In addition, after the Effective Date, neither the Debtor nor the Liquidating Trustee shall terminate or otherwise reduce coverage under any D&O Liability Insurance Policies (including any "tail policy") in effect or purchased as of the Petition Date.

9.7 ***Reservation of Rights***. Nothing contained in this Plan or the Plan Supplement shall constitute an admission by the Debtor or the Liquidating Trustee that any such contract or lease is in fact an Executory Contract or *Unexpired* Lease or that the Debtor or the Liquidating Trustee have any liability thereunder.

SECTION 10. CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE

10.1 ***Conditions Precedent to Confirmation***. Confirmation of this Plan shall not occur, and the Confirmation Order shall not be entered, until each of the following conditions precedent have been satisfied or waived pursuant to the provisions of this Plan:

(a) The proposed Confirmation Order shall be in form and substance satisfactory in all respects to the Debtor, ACCHS, the Committee, the Ad Hoc Group and the Bond Trustee;

(b) The Plan and the Plan Supplement, including any schedules, documents, supplements and exhibits thereto shall be, in form and substance, acceptable to the Debtor, ACCHS, the Committee, the Ad Hoc Group and the Bond Trustee;

(c) The Bankruptcy Court shall have entered an order approving the Focus Sale Global Settlement Term Sheet; and

(d) The Focus Sale Global Settlement Term Sheet shall not have been terminated and shall remain in full force and effect.

10.2 ***Conditions Precedent to the Effective Date***. The Effective Date shall not occur until each of the following conditions precedent have been satisfied or waived pursuant to the provisions of this Plan:

(a) The Bankruptcy Court shall have entered the Confirmation Order, in form and substance acceptable to the Debtor, ACCHS, the Committee, the Ad Hoc Group and the Bond Trustee, and such Confirmation Order shall not be subject to any stay or an unresolved request for revocation under section 1144 of the Bankruptcy Code;

(b) All actions, documents, certificates, and agreements necessary to implement this Plan, including, without limitation, the Liquidating Trust Agreement, shall have been affected or executed and delivered to the required parties and, to the extent required, filed with the applicable governmental units in accordance with applicable laws;

(c) The Sale Closing Date shall have occurred; and

(d) The Focus Sale Global Settlement Term Sheet shall not have been terminated and shall remain in full force and effect.

10.3 ***Waiver of Conditions***. The conditions to confirmation and consummation of this Plan set forth herein may be waived at any time by the Debtor, with the consent of ACCHS, the Committee, the Ad Hoc Group and the Bond Trustee, without notice to any other parties in

interest or the Bankruptcy Court and without a hearing; *provided, however*, that the parties may not waive the condition set forth in section 10.2(c) herein or the entry of the Confirmation Order.

10.4 ***Effect of Failure of Conditions***. If consummation of this Plan does not occur, this Plan shall be null and void in all respects and nothing contained in this Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against the Debtor; (2) prejudice in any manner the rights of the Debtor, any Holders of Claims or Interests or any other Person; or (3) constitute an admission, acknowledgment, offer or undertaking by the Debtor, any Holders of Claims or Interests or any other Person in any respect.

SECTION 11. EFFECT OF CONFIRMATION

11.1 ***Immediate Binding Effect***. Notwithstanding Bankruptcy Rules 3020(e), 6004(h) or 7062 or any other Bankruptcy Rule, upon the occurrence of the Effective Date, the terms of this Plan and the Liquidating Trust Agreement shall be immediately effective and enforceable and deemed binding upon the Debtor, the Liquidating Trustee, the Liquidating Trust and any and all Holders of Claims or Interests (irrespective of whether such Holders of Claims or Interests are deemed to have accepted this Plan), all Persons that are parties to or are subject to the settlements, compromises, releases, discharges and injunctions described in this Plan, each Person acquiring property under this Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtor.

11.2 ***Compromise and Settlement of Claims, Interests and Controversies***. Pursuant to sections 363 and 1123(b) of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the Distributions and other benefits provided pursuant to this Plan, the provisions of this Plan shall constitute a good faith compromise of all Claims, Interests and controversies relating to the contractual, legal and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any Distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtor, its Estate and Holders of Claims and Interests and is fair, equitable and reasonable.

11.3 ***Releases by the Debtor***. Pursuant to section 1123(b) of the Bankruptcy Code and except as otherwise specifically provided in this Plan, the Focus Sale Global Settlement Term Sheet or the Plan Supplement, for good and valuable consideration, including the service of the Released Parties to facilitate the expeditious liquidation of the Debtor and the consummation of the transactions contemplated by the Plan, on or after the Effective Date (in accordance with the Plan and the Focus Sale Global Settlement Term Sheet), the Released Parties are deemed released and discharged by the Debtor and its Estate from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted or assertable on behalf of the Debtor, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity or otherwise, that the Debtor or its Estate would have been legally entitled to assert in its own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest or other Person, based on or relating to, or in any manner arising from, in whole or in part, the Debtor, the Chapter 11 Case, the Sale or the transactions or

events giving rise to any Claim or Interest that is treated in the Plan, the business or contractual arrangements between the Debtor and any Released Party, the restructuring of Claims and Interests before or during the Chapter 11 Case, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, any Plan Supplement or related agreements, instruments or other documents (collectively, the "***Debtor Released Claims***"), other than Debtor Released Claims against a Released Party arising out of the gross negligence, willful misconduct, intentional fraud, or criminal liability of any such Person. For the avoidance of doubt, the releases contained in this section 11.3 shall not modify or waive the releases contained in the Focus Sale Global Settlement Term Sheet and/or the effect of termination of the Focus Sale Global Settlement Term Sheet on the terms set forth therein.

11.4 ***Releases by Holders of Claims***. **EXCEPT AS OTHERWISE PROVIDED HEREIN AND IN THE FOCUS SALE GLOBAL SETTLEMENT TERM SHEET, AND EXCEPT FOR THE RIGHT TO ENFORCE THIS PLAN, ON THE EFFECTIVE DATE, ALL RELEASING PARTIES SHALL, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BE DEEMED TO FOREVER RELEASE, WAIVE AND DISCHARGE THE RELEASED PARTIES OF AND FROM ALL LIENS, CLAIMS, CAUSES OF ACTION, LIABILITIES, ENCUMBRANCES, SECURITY INTERESTS, INTERESTS OR CHARGES OF ANY NATURE OR DESCRIPTION WHATSOEVER RELATING TO THE DEBTOR, THE CHAPTER 11 CASE OR AFFECTING PROPERTY OF THE ESTATE, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, SCHEDULED OR UNSCHEDULED, CONTINGENT OR NOT CONTINGENT, UNLIQUIDATED OR FIXED, ADMITTED OR DISPUTED, MATURED OR UNMATURED, SENIOR OR SUBORDINATED, WHETHER ASSERTABLE DIRECTLY OR DERIVATIVELY BY, THROUGH, OR RELATED TO ANY OF THE RELEASED PARTIES AND THEIR SUCCESSORS AND ASSIGNS WHETHER AT LAW, IN EQUITY OR OTHERWISE, BASED UPON ANY CONDITION, EVENT, ACT, OMISSION OCCURRENCE, TRANSACTION OR OTHER ACTIVITY, INACTIVITY, INSTRUMENT OR OTHER AGREEMENT OF ANY KIND OR NATURE OCCURRING, ARISING OR EXISTING PRIOR TO THE EFFECTIVE DATE IN ANY WAY RELATING TO OR ARISING OUT OF, IN WHOLE OR IN PART, THE DEBTOR, THE CHAPTER 11 CASE, THE PURSUIT OF CONFIRMATION OF THIS PLAN, THE NEGOTIATION AND CONSUMMATION OF THE SALE, THE CONSUMMATION OF THIS PLAN OR THE ADMINISTRATION OF THIS PLAN, INCLUDING WITHOUT LIMITATION, THE NEGOTIATION AND SOLICITATION OF THIS PLAN, ALL REGARDLESS OF WHETHER (A) A PROOF OF CLAIM HAS BEEN FILED OR IS DEEMED TO HAVE BEEN FILED, (B) SUCH CLAIM IS ALLOWED OR (C) THE HOLDER OF SUCH CLAIM HAS VOTED TO ACCEPT OR REJECT THIS PLAN, EXCEPT FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. FOR THE AVOIDANCE OF DOUBT, THIS RELEASE SHALL NOT MODIFY OR WAIVE THE RELEASES CONTAINED IN THE FOCUS SALE GLOBAL SETTLEMENT TERM SHEET AND/OR THE EFFECT OF TERMINATION OF THE FOCUS SALE GLOBAL SETTLEMENT TERM SHEET ON THE TERMS SET FORTH THEREIN.**

NOTWITHSTANDING THE FOREGOING, IF THE FOCUS SALE GLOBAL SETTLEMENT TERM SHEET IS TERMINATED PRIOR TO PAYMENT OF THE MEMBER FINANCIAL CONTRIBUTION, ANY RELEASES UNDER THIS PLAN

OR THE FOCUS SALE GLOBAL SETTLEMENT TERM SHEET IN FAVOR OF ACCHS, ANH OR ANY OF THEIR RELATED PERSONS OTHER THAN THE DEBTOR (AND ANY SUCH RELEASES BY ACCHS, ANH OR ANY OF THEIR RELATED PERSONS OTHER THAN THE DEBTOR) SHALL BE DEEMED VOID AB INITIO.

11.5 ***Exculpation***. None of the Exculpated Parties shall have or incur any liability to any Holder of a Claim or Interest, or other party in interest, or any of their respective members, officers, directors, employees, advisors, professionals, attorneys or agents or any of their successors and assigns, with respect to any Exculpated Claim, including, without limitation, any act or omission in connection with, related to, or arising out of, in whole or in part, the Chapter 11 Case, except for their willful misconduct or gross negligence as determined by a Final Order of a court of competent jurisdiction, and, in all respects, the Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan.

11.6 ***Injunction***. **FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS AGAINST OR INTERESTS IN THE DEBTOR ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN OR THE CONFIRMATION ORDER.**

FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED IN THIS PLAN AND THE FOCUS SALE GLOBAL SETTLEMENT TERM SHEET, THE RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THE EXCULPATED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, ACTION OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, INTEREST OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO THIS PLAN.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN, THE PLAN SUPPLEMENT OR RELATED DOCUMENTS, OR FOR OBLIGATIONS PURSUANT TO THIS PLAN, ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR INTERESTS THAT HAVE BEEN RELEASED, DISCHARGED, OR ARE SUBJECT TO EXCULPATION, ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (A) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (B) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH PERSONS ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; (C) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH PERSONS OR THE PROPERTY OR ESTATES OF SUCH PERSONS ON ACCOUNT OF OR IN

CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS; AND (D) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR INTERESTS RELEASED, SETTLED OR DISCHARGED PURSUANT TO THIS PLAN.

THE RIGHTS AFFORDED IN THIS PLAN AND THE TREATMENT OF ALL CLAIMS AND INTERESTS THEREUNDER SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTOR OR ANY OF ITS ASSETS, PROPERTY OR ESTATE. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTOR SHALL BE FULLY RELEASED, AND THE INTERESTS SHALL BE CANCELLED (EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS PLAN).

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS PLAN OR IN OBLIGATIONS PURSUANT THERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTOR SHALL BE FULLY RELEASED, AND ALL INTERESTS SHALL BE CANCELLED, AND THE DEBTOR'S LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(g) OF THE BANKRUPTCY CODE.

ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTOR, THE DEBTOR'S ESTATE, ITS RESPECTIVE SUCCESSORS AND ASSIGNS, AND ITS ASSETS AND PROPERTIES, WHETHER HELD DIRECTLY OR CONSTRUCTIVELY, ANY OTHER CLAIMS OR INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS OR ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS PLAN, NOTHING HEREIN SHALL MODIFY OR WAIVE THE TERMS OF THE FOCUS SALE GLOBAL SETTLEMENT TERM SHEET, INCLUDING THE RELEASES CONTAINED THEREIN AND/OR THE EFFECT OF TERMINATION OF THE FOCUS SALE GLOBAL SETTLEMENT TERM SHEET ON THE TERMS SET FORTH THEREIN, OR RELEASE ANY PARTY'S RIGHT TO ENFORCE THE TERMS THEREOF.

11.7 ***Term of Injunctions or Stays.*** Unless otherwise provided in this Plan or the Confirmation Order, all injunctions or stays provided for under this Plan and ordered in the Confirmation Order or pursuant to sections 105 or 362 of the Bankruptcy Code arising under or entered during the Chapter 11 Case, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay and to the extent consistent with the terms and provisions of this Plan or the Confirmation Order, as applicable.

11.8 ***Injunction Against Interference with Plan***. Upon the Bankruptcy Court's entry of the Confirmation Order, all Holders of Claims and Interests, the Debtor, and other parties in interest, along with their respective present or former employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the Debtor's, the Liquidating Trust's, the Liquidating Trustee's, and their respective affiliates', employees', advisors', officers' and directors', and agents' implementation or consummation of this Plan.

11.9 ***Release of Liens***. Except as otherwise provided in this Plan (including section 11.12 hereof) and the Focus Sale Global Settlement Term Sheet, or in any contract, instrument, release or other agreement or document created pursuant to this Plan, on the Effective Date and concurrently with, and conditioned upon, the applicable Distributions made pursuant to this Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estate, whether held directly by the Debtor or by the Issuer for or on behalf of Debtor, shall be fully released. Except as otherwise provided in this Plan (including section 11.12 hereof) and the Focus Sale Global Settlement Term Sheet, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Debtor's Estate shall be fully released on the Effective Date without any further action of any party, including, but not limited to, further order of the Bankruptcy Court or filing updated schedules or statements typically filed pursuant to the Uniform Commercial Code. The liens of the Secured Parties on their respective collateral shall not be released or discharged until such assets are distributed to the applicable Secured Party in accordance with this Plan.

11.10 ***Effectuating Documents and Further Transactions***. Upon entry of the Confirmation Order, the appropriate officers of the Debtor and the Liquidating Trustee shall be authorized to execute, deliver, file, or record such contracts, instruments, releases, consents, certificates, resolutions, programs, and other agreements and/or documents, and take such acts and actions as may be reasonably necessary or appropriate to effectuate, implement, consummate, and/or further evidence the terms and conditions of this Plan and any transactions described in or contemplated by this Plan. The Debtor or Liquidating Trustee, as applicable, may, and all Holders of Allowed Claims or Interests receiving Distributions pursuant to this Plan, at the request or direction of the Debtor or Liquidating Trustee, as applicable, shall, from time to time, prepare, execute, and deliver any agreements or documents, and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan.

11.11 ***Corporate Action***. Upon the Effective Date, all actions contemplated by this Plan shall be deemed authorized and approved in all respects (whether to occur before, on or after the Effective Date). All matters provided for in this Plan involving the corporate structure of the Debtor, and any corporate action required by the Debtor in connection with this Plan shall be deemed to have occurred and shall be in effect, without any requirement of further action by the directors or officers of the Debtor.

11.12 ***Cancellation of Agreements, Security Interests and Other Interests***. On the Effective Date, all notes, instruments, certificates, and other documents evidencing the Bonds, shall be cancelled and the obligations of the Debtor thereunder or in any way related thereto shall be discharged, the Bonds shall be treated as redeemed solely for purposes of section 103 of the Internal Revenue Code of 1986, as amended, and the agents, Issuer and Bond Trustee thereunder

shall be automatically and fully discharged from all duties and obligations thereunder. Notwithstanding the foregoing, following entry of the Confirmation Order, the Bond Indenture, insofar as it governs the rights of any Holder of a Bond Claim pursuant to an amendment or supplement of same, shall continue in effect solely for purposes of (i) allowing Holders of such Allowed Claims to receive Distributions under the Plan and the Focus Sale Global Settlement Term Sheet; (ii) allowing and preserving the rights of the agents or representatives of Holders of such Claims, including the Bond Trustee, to make Distributions on account of such Allowed Claims, as provided in the Plan, including permitting the Bond Trustee to take such actions as necessary with the securities depositories to permit any such Distribution; (iii) preserving all exculpations in favor of the Bond Trustee and the Issuer; (iv) except as otherwise provided in this Plan, the Focus Sale Global Settlement Term Sheet or the Focus Sale Order, allowing the Bond Trustee to enforce any rights and obligations owed to it under the Bond Documents, the Plan or the Confirmation Order, including the right of the Issuer (that the Issuer may continue to enforce in its own right) and the Bond Trustee to be compensated for fees and reimbursed for expenses, including expenses of its professionals, to assert its charging lien, to enforce its indemnity and other rights and protections with respect to and pursuant to the Bond Documents and with respect to the Focus Sale Global Settlement Term Sheet; and (v) permitting the Issuer and the Bond Trustee to appear and be heard in the Chapter 11 Case, or in any proceeding in the Bankruptcy Court or any other court. Except to the extent otherwise provided in this Plan, any and all other notes, instruments, debentures, certificates and other documents evidencing Claims and Interests in the Debtor or any claims against the Issuer shall be deemed inoperative and unenforceable against the Debtor and the Issuer, respectively and neither the Debtor nor the Issuer shall have any continuing obligations thereunder. Notwithstanding anything to the contrary herein, the Issuer shall be automatically and fully discharged from all duties and obligations under the Bond Documents and the Bond Indenture, as so amended or supplemented, except to accommodate the actions of the Bond Trustee set forth in parts (i)-(v) of this section 11.12. For purposes of the Issuer and Bond Indenture, the Bonds shall be deemed cancelled as soon as practicable after the Effective Date and the distribution of the Bondholder Sale Proceeds.

11.13 ***Dissolution of the Debtor***. On the Effective Date and upon the Debtor causing the Liquidating Trust Assets to be transferred to the Liquidating Trust in accordance with section 6.2 of this Plan, the Debtor shall have no further duties or responsibilities in connection with implementation of this Plan. Unless dissolved by the Debtor or the Liquidating Trustee after the Effective Date, upon entry of a final decree closing the Chapter 11 Case, the Debtor shall be deemed dissolved for all purposes in accordance with applicable state law without the need to take any further action or file any plan of dissolution, notice, or application with any applicable Governmental Unit.

11.14 ***Preservation of Causes of Action of the Debtor***. In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released (including, for the avoidance of doubt, pursuant to the releases by the Debtor and exculpation provisions provided in the Plan), the Debtor and Liquidating Trustee shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action.

SECTION 12. MODIFICATION, REVOCATION OR WITHDRAWAL OF THIS PLAN

12.1 ***Modification and Amendments***. This Plan or any exhibits thereto may be amended, modified, or supplemented by the Debtor in the manner provided for by section 1127 of the Bankruptcy Code or as otherwise permitted by law without additional disclosure pursuant to section 1125 of the Bankruptcy Code subject to the consent of ACCHS, the Committee, the Ad Hoc Group and the Bond Trustee. In addition, after the Confirmation Date, the Debtor or Liquidating Trustee may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in this Plan or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes and effects of this Plan.

12.2 ***Effect of Confirmation on Modifications***. Entry of a Confirmation Order shall mean that all modifications or amendments to this Plan occurring after the solicitation thereof are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

12.3 ***Revocation or Withdrawal of this Plan***. The Debtor reserves the right to, consistent with its fiduciary duties, revoke or withdraw this Plan before the Effective Date. If the Debtor revokes or withdraws this Plan, or if the Confirmation Date does not occur, then: (a) this Plan shall be null and void in all respects; (b) any settlement or compromise embodied in this Plan, other than the Focus Sale Global Settlement Term Sheet (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by this Plan, and any document or agreement executed pursuant to this Plan, shall be deemed null and void; and (c) nothing contained in this Plan shall: (i) constitute a waiver or release of any Claims or Interests; (ii) prejudice in any manner the rights of the Debtor or any other Person; or (iii) constitute an admission, acknowledgement, offer or undertaking of any sort by the Debtor or any other Person.

SECTION 13. RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain jurisdiction over all matters arising out of, or related to, the Chapter 11 Case and this Plan, including, but not limited to, jurisdiction to:

(a) allow, disallow, determine, liquidate, classify, estimate or establish the priority, secured or unsecured status or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Expense Claim and the resolution of any and all objections to the secured or unsecured status, priority, amount or allowance of Claims;

(b) decide and resolve all matters related to the granting and denying, in whole or in part, of any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or this Plan;

(c) resolve any matters related to: (i) the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which the Debtor is party or with respect to which the Debtor may be liable in any manner and to hear, determine and, if necessary, liquidate, any Claims arising therefrom, including rejection Claims and cure Claims,

pursuant to section 365 of the Bankruptcy Code or any other matter related to such Executory Contract or Unexpired Lease; (ii) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (iii) the assumption, assumption and assignment or rejection of any Executory Contract or Unexpired Lease in connection with the Sale; and (iv) any dispute regarding whether a contract or lease is or was executory or expired;

(d) ensure that Distributions to Holders of Allowed Claims are accomplished pursuant to the provisions of this Plan and the Focus Sale Global Settlement Term Sheet;

(e) adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters, and grant or deny any applications involving the Debtor that may be pending on the Effective Date;

(f) adjudicate, decide or resolve any motions, adversary proceedings, contested or litigated matters and any other matters, including, but not limited to, the Causes of Action involving the Liquidating Trustee or the Liquidating Trust;

(g) adjudicate, decide or resolve any and all matters related to any Cause of Action;

(h) adjudicate, decide or resolve any and all matters related to section 1141 of the Bankruptcy Code;

(i) enter and enforce any order for the sale of property pursuant to sections 363, 1123 or 1146(a) of the Bankruptcy Code;

(j) issue injunctions, enter and implement other orders or take such other actions as may be necessary or appropriate to restrain interference by any Person with consummation or enforcement of this Plan;

(k) resolve any cases, controversies, suits, disputes or Causes of Action with respect to the discharge, releases, injunctions, exculpations, indemnifications and other provisions contained in this Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions and other provisions;

(l) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked or vacated;

(m) resolve any cases, controversies, suits, disputes or Causes of Action that may arise in connection with or relate to this Plan, the Focus Sale Global Settlement Term Sheet, the Disclosure Statement, the Confirmation Order, the Liquidating Trust, the Liquidating Trust Agreement, any transactions or payments contemplated thereby, or any contract, instrument, release, indenture or other agreement or document relating to any of the foregoing;

(n) adjudicate any and all disputes arising from or relating to Distributions under this Plan;

(o) consider any modifications of this Plan, cure any defect or omission or reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;

(p) determine requests for the payment of Claims entitled to priority pursuant to section 507 of the Bankruptcy Code;

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

(r) hear and determine all disputes involving the existence, nature or scope of the Debtor's discharge;

(s) enforce all orders previously entered by the Bankruptcy Court;

(t) enforce the Focus Sale Global Settlement Term Sheet;

(u) hear any other matter not inconsistent with the Bankruptcy Code; and

(v) enter a final decree closing the Chapter 11 Case.

SECTION 14. MISCELLANEOUS PROVISIONS

14.1 ***Payment of Statutory Fees***. All fees payable pursuant to 28 U.S.C.§ 1930 shall be paid on the earlier of when due or the Effective Date by the Debtor. After the Effective Date, the Liquidating Trust shall be responsible for payment of any such fees until entry of a final decree closing the Chapter 11 Case.

14.2 ***Dissolution of Committee***. On the Effective Date, the Committee shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Case.

14.3 ***Section 1125(e) Good Faith Compliance***. As of and subject to the occurrence of the Confirmation Date, the Debtor and its Related Persons shall be deemed to have solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code and any applicable non-bankruptcy law, rule, or regulation governing the adequacy of disclosure in connection with such solicitation.

14.4 ***Substantial Consummation***. On the Effective Date, the Plan shall be deemed to be substantially consummated within the meaning set forth in section 1101 and pursuant to section 1127(b) of the Bankruptcy Code.

14.5 ***Section 1146 Exemption***. To the fullest extent permitted by section 1146(a) of the Bankruptcy Code, any transfers of property under the Plan or pursuant to: (i) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtor; (ii) the creation, modification, consolidation, termination, refinancing, and/or recording of any mortgage, deed of trust, or other security interest, or the securing of additional indebtedness by

such or other means; (iii) the making, assignment, or recording of any lease or sublease; or (iv) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instrument of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, the Focus Sale Global Settlement Term Sheet or the Focus APA, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, personal property transfer tax, sales or use tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, regulatory filing or recording fee, or other similar tax, fee, or governmental assessment, and upon entry of the Confirmation Order, the appropriate state or local governmental officials or agents shall forego the collection of any such tax, fee, or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment. All filing or recording officers (or any other Person with authority over any of the foregoing), wherever located and by whomever appointed, shall comply with the requirements of section 1146(a) of the Bankruptcy Code, shall forego the imposition or collection of any such tax, fee, or governmental assessment, and shall accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax, fee, or governmental assessment.

14.6 ***Closing of the Chapter 11 Case***. The Liquidating Trustee shall, promptly after the full administration of the Chapter 11 Case, file with the Bankruptcy Court all documents required by Bankruptcy Rules and any applicable order of the Bankruptcy Court to close the Chapter 11 Case. For the avoidance of doubt, the Liquidating Trustee may seek to obtain a final decree and close the Chapter 11 Case prior to consummation of an Acceptable Nursing Home Sale.

14.7 ***Plan Supplement***. Any exhibits or schedules not filed with this Plan may be contained in the Plan Supplement, if any, and the Debtor hereby reserves the right to file such exhibits or schedules as a Plan Supplement.

14.8 ***Further Assurances***. The Debtor or the Liquidating Trustee may file with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan. The Debtor, the Liquidating Trustee, and all Holders of Claims receiving Distributions pursuant to this Plan and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of this Plan.

14.9 ***Exhibits Incorporated***. All exhibits to the Plan, including the Plan Supplement, are incorporated into and are part of this Plan as if fully set forth herein.

14.10 ***Inconsistency***. In the event of any inconsistency among this Plan, the Disclosure Statement and any exhibit to the Disclosure Statement, the provisions of this Plan shall govern.

14.11 ***No Admissions***. If the Effective Date does not occur, this Plan shall be null and void in all respects, and nothing contained in this Plan shall (a) constitute a waiver or release of any Claims by or against, or any Interests in, the Debtor, (b) prejudice in any manner the rights

of the Debtor or any other party in interest, or (c) constitute an admission of any sort by the Debtor or other party in interest.

14.12 ***Reservation of Rights***. Except as expressly set forth herein, this Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order and the Effective Date has occurred. None of this Plan, any statement or provision contained in this Plan or any action taken or not taken by the Debtor with respect to this Plan, the Disclosure Statement or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtor with respect to the Holders of Claims or Interests before the Effective Date.

14.13 ***Successors and Assigns***. The rights, benefits and obligations of any Person named or referred to in this Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign, affiliate, officer, director, manager, agent, representative, attorney, beneficiaries or guardian, if any, of each Person.

14.14 ***Entire Agreement***. On the Effective Date, this Plan supersedes all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan.

14.15 ***Notices***. All notices, requests, and demands to or upon the Debtor in the Chapter 11 Case shall be in writing and, unless otherwise provided herein, shall be deemed to have been duly given or made when actually delivered or, if by fax transmission, when received and telephonically confirmed to the below recipients:

AMSTERDAM HOUSE CONTINUING CARE RETIREMENT COMMUNITY, INC.
Attention: Brooke Navarre
300 East Overlook
Port Washington, New York 11050
Telephone: (516) 472-6620
Email: bnavarre@theharborisde.org

With copies to:

Pamela Landman
1060 Amsterdam Avenue
New York, New York 10025
Telephone: (212) 316-7780
Email: plandman@amsterdamcares.org

- and –

ANKURA CONSULTING GROUP, LLC
Attention: Michael Morton
2021 McKinney Avenue, Suite 340
Dallas, TX 75201
Telephone: (214) 200-3680
Email: michael.morton@ankura.com

- and –

DLA PIPER LLP (US)
Attention: Rachel Nanes
200 South Biscayne Boulevard, Suite 2500
Miami, Florida 33131
Telephone: (305) 423-8563
Email: rachel.nanes@us.dlapiper.com

- and -

DLA PIPER LLP (US)
Attention: James Muenker
1900 North Pearl Street, Suite 2200
Dallas, Texas 75201
Telephone: (214) 743-4500
Email: james.muenker@us.dlapiper.com

All notices and requests to Persons holding any Claim or Interest in any Class shall be sent to them at their last known address or to the last known address of their attorney of record in the Chapter 11 Case. Any such Holder of a Claim or Interest may designate in writing any other address for purposes of this section, which designation will be effective upon receipt by the Debtor.

14.16 ***Severability***. If, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

14.17 ***Governing Law***. Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and the Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflicts of laws, shall govern the rights, obligations, construction, and implementation of the Plan and the transactions consummated or to be consummated in connection therewith.

14.18 ***Request for Confirmation***. The Debtor requests entry of the Confirmation Order under section 1129(a) of the Bankruptcy Code and, to the extent necessary, section 1129(b) of the Bankruptcy Code.

Dated: March 27, 2025

Respectfully submitted,

Amsterdam House Continuing Care Retirement Community, Inc.

By: */s/ Michael Morton*
Name: Michael Morton
Title: Chief Restructuring Officer

EXHIBIT B

Focus Sale Global Settlement Term Sheet

EXECUTION COPY

IN RE AMSTERDAM HOUSE CONTINUING CARE RETIREMENT COMMUNITY, INC.
CASE NO. 23-70989 (AST)

GLOBAL SETTLEMENT TERM SHEET

This term sheet (the "Global Settlement Term Sheet"), dated as of February 28, 2025 (the "Execution Date"), describes the principal terms of a settlement (the "Global Settlement") by and among (i) Amsterdam House Continuing Care Retirement Community, Inc. (d/b/a The Harborside) (the "Debtor" or "The Harborside"), (ii) the Official Committee of Unsecured Creditors appointed in the Debtor's above-listed chapter 11 case (the "Committee"), (iii) the Ad Hoc Resident Group (the "Ad Hoc Group"), (iv) Amsterdam Continuing Care Health System, Inc., the Debtor's sole corporate member (the "Member"), (v) Amsterdam Nursing Home Corporation (1992) d/b/a Amsterdam Nursing Home ("ANH"), (vi) UMB Bank, N.A., as bond trustee (the "Bond Trustee"); and (vii) each of the undersigned members of the restricted group of holders of the Bonds[1] (collectively, the "Restricted Group" and, together with the Debtor, the Committee, the Ad Hoc Group, the Member, ANH and the Bond Trustee, the "Parties").

This Global Settlement Term Sheet shall become binding and enforceable on the Parties only upon the Effective Date (defined below).

This Global Settlement Term Sheet is being offered pursuant to Federal Rule of Evidence 408.

Settlement Terms	Description of Terms
Effective Date	The "Effective Date" means the first business day after which (i) the United States Bankruptcy Court for the Eastern District of New York (the "Bankruptcy Court") has entered an order in the Debtor's pending chapter 11 case (the "Chapter 11 Case") approving this Global Settlement Term Sheet, in form and substance acceptable to the Parties (the "Global Settlement Approval Order"), (ii) the Global Settlement Approval Order has become a Final Order (as defined below), and (iii) the closing of the Focus Sale (as defined below).
Termination of Prior Settlement Term Sheet	Upon the Effective Date, the prior global settlement term sheet dated as of February 20, 2024 [Docket No. 669-2] (the "Prior Global Settlement Term Sheet") shall be deemed terminated.
Initial Bond Trustee Recovery from Focus Sale	Upon the Effective Date, the Bond Trustee shall receive $73.0 million in cash payable from the proceeds from the Focus Sale (the "Initial Bond Trustee Recovery"), which, in addition to repayment of the Bond Trustee Payment (defined below) and any recovery from the Remnant Assets (defined below), shall be in full and final satisfaction of any and all liens,

[1] "Bonds" refers to the Nassau County Industrial Development Agency Continuing Care Retirement Community Taxable Revenue Bonds, Series 2021A (Amsterdam at Harborside Project) and Tax-Exempt Refunding Revenue Bonds, Series 2021B (Amsterdam at Harborside Project).

	claims and encumbrances that the Bond Trustee has or had against the Debtor and its assets.[2] Upon the execution of the Global Settlement Term Sheet, the Bond Trustee shall consent to the Focus Sale, free and clear of the Bond Trustee's liens, claims or other encumbrances, on the terms set forth in the Focus APA (as defined below) and shall reasonably cooperate with any modifications thereto consistent with this Global Settlement Term Sheet to the extent requested by the Parties or Focus (as defined below).
Sale Proceeds Carveout	All proceeds from the Focus Sale in excess of the Initial Bond Trustee Recovery (the "Sale Proceeds Carveout") shall be paid to the Debtor's estate to, first, pay all allowed administrative expense claims of the Debtor's estate, second, to fund the Liquidating Trust (defined below), and third, to fund an initial distribution on account of allowed claims of current and/or former resident of The Harborside ("Resident Claims") pursuant to an Acceptable Chapter 11 Plan (defined below).
Member Financial Contribution	Upon the Effective Date, the Member shall incur the contingent obligation (contingent upon the occurrence of all Payment Conditions (defined below) or the waiver of such Payment Conditions by both the Member and ANH in writing, acting in their sole discretion, at which point such obligation shall be due and owing) to pay up to the lesser of (i) $46 million, (ii) the net proceeds of an Acceptable Nursing Home Sale (defined below), and (iii) the amount of such payment finally approved by the Supreme Court of the State of New York pursuant to the Regulatory Approvals (such lesser amount, the "Member Financial Contribution") in furtherance of the Member's and ANH's charitable missions. For the avoidance of doubt, the Member shall have no obligation to pay interest with respect to the Member Financial Contribution. In the event that the Member Financial Contribution will be less than $46 million, the Member shall provide at least 30 days' notice to the Liquidating Trustee and the Bond Trustee, or if the Liquidating Trust has not yet been formed, the Debtor, the Committee, the Ad Hoc Group and the Bond Trustee prior to paying such Member Financial Contribution. The proceeds of any payment on account of the Member Financial Contribution shall be remitted to the Liquidating Trust (unless not yet established, in which case to the Debtor to be held in trust for the benefit of the Liquidating Trust pending its establishment) and allocated as follows:

[2] The Parties agree that the proceeds of any of the Debtor's assets that are not sold to Focus (collectively, the "Remnant Assets") shall be used to pay the expenses and the amounts set forth in the Approved Budget (as defined in the Bond Trustee's debtor-in-possession financing to be entered contemporaneously herewith), with the proceeds of all remaining Remnant Assets being applied to satisfy any outstanding liens or Diminution (as defined therein) claims of the Bond Trustee, then, on a pro rata basis, to all general unsecured creditors (including the Bond Trustee on account of its deficiency claim).

	1. $8.8 million, plus interest at a rate of 7.5% per year commencing from the consummation of the Focus Sale, paid to the Bond Trustee on account of the contributions and financing provided by the Bond Trustee in furtherance of the Focus Sale process and resolution of the Chapter 11 Case (the "Bond Reimbursement Claim"); and 2. The remainder (*i.e.*, $46 million less the Bond Reimbursement Claim and less any credit due to the Member based on holders of Resident Claims that do not opt-in to the Member Financial Contribution) distributed pro rata on account of all Resident Claims who opt-in to the Member Financial Contribution pursuant to the opt-in procedures outlined below. In the event the Member Financial Contribution is less than $46 million, or any other amounts are paid by the Member or ANH (or on their behalf) to, and accepted by, the Bond Trustee, the Liquidating Trustee or on account of any Resident Claim (an "Alternative Payment"), shall be split 75% for distribution pro rata on account of all Resident Claims and 25% to the Bond Trustee, provided that no Alternative Payment shall relieve the Member or ANH of any of their obligations under this Global Settlement Term Sheet, including but not limited to the payment of the entire amount of the Member Financial Contribution. This provision shall survive any Termination. ANH shall contribute to the Member funds in the amount of the Member Financial Contribution (exclusively from the net proceeds of an Acceptable Nursing Home Sale, and only to the extent of such proceeds), solely to the extent such Member Financial Contribution becomes due and owing in accordance with this Global Settlement Term Sheet, not later than fifteen (15) days after such Member Financial Contribution becomes due and owing. The Member shall hold such contribution from ANH in trust and shall as soon as practicable wire such trust funds to the Liquidating Trust (unless not yet established, in which case to the Debtor to be held in trust for the benefit of the Liquidating Trust pending its establishment), to be distributed in accordance with this Global Settlement Term Sheet. Notwithstanding the foregoing, ANH may in its sole discretion choose to satisfy the Member Financial Contribution on behalf of the Member (to the extent it becomes due and owing) by method of direct payment from and to the extent of the proceeds of an Acceptable Nursing Home Sale to the Liquidating Trust (unless not yet established, in which case to the Debtor to be held in trust for the benefit of the Liquidating Trust pending its establishment) consistent with this Global Settlement Term Sheet and an Acceptable Chapter 11 Plan (defined below).

	In the event of a bankruptcy filing by ANH, the Liquidating Trustee shall have standing to enforce on behalf of the Member ANH's obligations under this Global Settlement Term Sheet.
ANH Performance Obligations	ANH shall have no obligation under this Global Settlement Term Sheet to cause the occurrence of any of the Payment Conditions except to the extent specifically set forth in this section titled "ANH Performance Obligations." ANH shall use commercially reasonable efforts to (i) close an Acceptable Nursing Home Sale and (ii) obtain the Regulatory Approvals such that the Member Financial Contribution is paid in full and as soon as possible. The Parties acknowledge that ANH does not control the timing of the Regulatory Approvals generally, and has no control over the approval of the new operator by the New York Department of Health and the New York Public Health and Health Planning Council. ANH shall provide bi-annual reports to the Liquidating Trustee, or, if the Liquidating Trust has not yet been formed, counsel to the Bond Trustee, the Committee and the Ad Hoc Group, commencing on or around June 1, 2025, pertaining to the status of the closing of an Acceptable Nursing Home Sale (and related Regulatory Approvals) and shall otherwise reasonably cooperate, upon request, with any inquiries from the Liquidating Trustee, or, if the Liquidating Trust has not yet been formed, counsel to the Bond Trustee, the Committee and the Ad Hoc Group, pertaining to the closing of an Acceptable Nursing Home Sale and/or satisfaction of any other ANH Performance Obligations. In the event that the closing of the Current ANH Sale (defined below) does not occur and the related purchase agreements are terminated, ANH shall provide notice to the Liquidating Trustee within five (5) business days and shall as soon as possible (and in no event later than thirty (30) days thereafter) commence commercially reasonable efforts to effectuate an alternative Acceptable Nursing Home Sale such that the Member Financial Contribution is paid in full (an "Alternative Transaction"). ANH shall provide notice of any such Alternative Transaction to the Liquidating Trustee within five (5) business days after execution and delivery of the agreements that legally bind ANH to proceed with such an Alternative Transaction. In the event the Member and ANH have jointly identified a pending litigation with respect to which they intend to exercise the Litigation Trigger (defined below), the Member and ANH shall notify the Liquidating Trustee, or, if the Liquidating Trust has not yet been formed, counsel to the Bond Trustee, the Committee and the Ad Hoc Group of the existence of such litigation and engage in good faith discussions regarding the merits of such pending litigation and any potential settlement with respect to such litigation. If those discussions do not result in a resolution of such pending litigation, the Member and ANH shall provide sixty (60) days' written notice to the Liquidating Trustee,

	or, if the Liquidating Trust has not yet been formed, counsel to the Bond Trustee, the Committee and the Ad Hoc Group of its intent to exercise the Litigation Trigger absent a resolution of such litigation on terms reasonably acceptable to the Member and ANH within such sixty (60) day period. For the avoidance of doubt, and notwithstanding any other provision of this Global Settlement Term Sheet: (i) neither ANH nor the Member shall have any obligation to fund litigation in respect of (x) any dispute regarding an Acceptable Nursing Home Sale, or (y) obtaining the Regulatory Approvals, (ii) no Party has by reason of this Global Settlement Term Sheet any right to enforce any provision of any Acceptable Nursing Home Sale purchase agreements as a third party beneficiary or otherwise, (iii) no Party shall assert that any obligations under this Global Settlement Term Sheet constitute a lien or encumbrance on any assets (including any real property) of ANH in any respect; (iv) the Parties (other than ANH) acknowledge and agree that they shall not take any action that interferes with the timing of, or the occurrence or non-occurrence of, the closing of the Current ANH Sale or the related Regulatory Approvals; and (v) the Parties acknowledge and agree that any Acceptable Nursing Home Sale will require that ANH receive fair market value for the assets to be sold pursuant to Sections 510 and 511 of the New York Not-for-Profit Corporation Law.
Payment Conditions	"Payment Conditions" means each of the following conditions: (i) the Effective Date shall have occurred; (ii) the closing of an Acceptable Nursing Home Sale shall have occurred; (iii) any and all Regulatory Approvals shall have been obtained; and (iv) no Company Liability Event (as defined below) has occurred as of the date all other Payment Conditions are satisfied.
Focus Sale	The "Focus Sale" shall mean the sale of substantially all of the assets of the Debtor to Sr Hsg Acquisitions, LLC ("Focus"), pursuant to that certain Asset Purchase Agreement, dated January 22, 2025, and as amended on February 20, 2025 to, among other things, (i) eliminate any purchase price credits, and (ii) increase the purchase price consideration by $2 million to $82 million, between the Debtor and Focus (the "Focus APA"). The Parties, other than ANH, shall reasonably assist and cooperate in the closing of the Focus Sale, including the release of all liens, claims and encumbrances of the Bond Trustee and the termination of the Bonds and related bond documents. For the avoidance of doubt, and notwithstanding any contrary provision in the Focus APA or otherwise, any claims or causes of action of the Debtor as of the date hereof that are contemplated to be released by the Debtor hereunder shall be released and shall not be sold, assigned, pledged or otherwise conveyed to Focus or any other party, including,

	without limitation, the Bond Trustee under the debtor-in-possession financing to be entered into contemporaneously herewith.
Acceptable Nursing Home Sale	An "Acceptable Nursing Home Sale" shall mean the sale of substantially all of the assets of ANH pursuant to the previously executed agreements dated as of December 18, 2020 and effective March 8, 2021, as amended, and certain related agreements (which is currently pending regulatory review and remains subject to a pending closing) (the "Current ANH Sale") or another sale transaction with respect to such assets.
Regulatory Approvals	"Regulatory Approvals" means all applicable regulatory and/or governmental agency approvals, including, without limitation, the Department of Health and Public Health and Health Planning Council approval of the new operator, and approval with respect to use or distribution of the proceeds of an Acceptable Nursing Home Sale pursuant to this Global Settlement Term Sheet (including, without limitation, the approval by the New York State Supreme Court on notice to the Office of the New York State Attorney General of the contribution to the Member contemplated by this Global Settlement Term Sheet).
Company Liability Event	"Company Liability Event" means any event, occurrence, circumstance or state of facts in which the Member, ANH or any of their Related Parties other than the Debtor become liable by Final Order for any material obligations owing to any person or entity arising out of or related to the Debtor or the Debtor's obligations under any legal theory, including, without limitation, contribution, indemnification, alter ego, veil piercing, substantive consolidation, joint tortfeasor liability, or otherwise.
Final Order	A "Final Order" shall mean an order which has not been modified, amended, reversed, vacated or stayed and as to which (A) the time to appeal, petition for certiorari, or move for a new trial, stay, re-argument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, stay, re-argument or rehearing shall then be pending or (B) if an appeal, writ of certiorari, new trial, stay, re-argument or rehearing thereof has been sought, such order shall have been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, re-argument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, stay, re-argument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order, shall not cause an order not to be a Final Order.

Liquidating Trust	The Debtor shall seek to establish a liquidating trust for the benefit of unsecured creditors (the "Liquidating Trust"), pursuant to a chapter 11 plan reasonably acceptable to the Parties (an "Acceptable Chapter 11 Plan"), administered by a liquidating trustee (the "Liquidating Trustee"), who shall succeed to all of the rights of the Debtor, the Committee, the Ad Hoc Group and the Bond Trustee under this Global Settlement Term Sheet, including but not limited to the right to enforce the obligations of the Member and ANH under this Global Settlement Term Sheet, the right to terminate the Global Settlement Term Sheet, and the right to pursue any and all claims of the Debtor's bankruptcy estate expressly preserved and tolled pursuant to the terms of the Prior Settlement Term Sheet and this Global Settlement Term Sheet.
Mutual Releases	Upon the Effective Date, the Debtor and the Committee, on behalf of themselves and any of their respective successors and assigns, and on behalf of the Debtor's estate (collectively, "Estate Releasors"), hereby release any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which any of the Estate Releasors may now have or may hereafter have or claim to have against the other Parties hereto or any of their Related Parties (as defined below), as a result of, arising from, or in any other way relating to any and all matters involving or relating to the Debtor, other than any claims or rights arising under this Global Settlement Term Sheet. Upon the Effective Date, the Member and ANH, on behalf of themselves and any of their respective successors and assigns (collectively, "Amsterdam Releasors"), hereby release any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which any of the Amsterdam Releasors may now have or may hereafter have or claim to have against the other Parties hereto or any of their Related Parties, as a result of, arising from, or in any other way relating to any and all matters involving or relating to the Debtor, other than any claims or rights arising under this Global Settlement Term Sheet, provided, however, that no holder of Resident Claim that has not opted-in to the Member Financial Contribution shall receive a release from the Amsterdam Releasors. Upon the Effective Date, (i) the Bond Trustee, on behalf of itself and each holder of the Bonds, (ii) the Restricted Group, and (iii) any of their respective successors and assigns (collectively, "Bond Releasors"), hereby release any and all claims, demands, actions, causes of action or suits of any kind or nature whatsoever, whether known or unknown, fixed or contingent, which any of the Bond Releasors may now have or may hereafter have or claim to have against the other Parties hereto or any of their Related Parties, as a result of, arising from, or in any other way relating to any and all matters involving or relating to the Debtor,

	other than any claims or rights arising under this Global Settlement Term Sheet. "Related Parties" means, with respect to each Party, such Party's current and former affiliates, subsidiaries, members, managers, directors, officers, employees, agents, attorneys, advisors, and other related parties.
Opt-In Resident Releases	Each holder of a Resident Claim shall have the option to affirmatively opt-in to receive their proposed distribution under this Global Settlement Term Sheet in exchange for a release of all direct claims that individual may have against the Member, ANH, the Debtor and their respective Related Parties relating to The Harborside (the "Opt-In Releases"). Such opt-in election shall be made in connection with the confirmation of an Acceptable Chapter 11 Plan and the Opt-In Releases shall be effective upon the Effective Date. Any holder of a Resident Claim that elects not to opt-in shall forfeit their right to receive any distribution from the Member Financial Contribution and shall not be required to release any claims against the Member, ANH, the Debtor and their respective Related Parties relating to The Harborside, and the Member Financial Contribution shall be reduced by the amount of such forfeited distribution.
Stand-Down on Discovery and Litigation	Upon the Execution Date and continuing until Termination (as defined below), the Debtor, the Bond Trustee, the Committee and the Ad Hoc Group shall refrain from continuing or conducting any further discovery or litigation targeted at the Member, ANH or any of their Related Parties.
Tolling of Challenge Deadline	Upon the Execution Date, the deadline for the Committee or the Bond Trustee (or the Liquidating Trustee as their successor) to bring a Challenge (as defined in the DIP Order),[3] and any other potential claim against the Member, ANH or any of their respective Related Parties, to the extent not previously expired or otherwise time barred, shall be automatically tolled (the "Tolling") until the earlier of (i) payment in full of the Member Financial Contribution, and (ii) sixty (60) days following Termination. For the avoidance of doubt, any claims previously tolled under the Prior Global Settlement Term Sheet shall continue being tolled uninterrupted hereunder.
Mutual Obligations of Parties	So long as a Termination has not occurred, each of the Parties agree to the following: (i) to support and take all steps reasonably necessary and desirable to consummate the transactions and undertakings contained in this Global Settlement Term Sheet, subject to the performance standards specifically set forth herein;

[3] "DIP Order" means that certain Final Order (I) Authorizing the Debtor to Obtain DIP Contribution; (II) Granting Adequate Protection; (III) Authorizing Use of Cash Collateral; (IV) Modifying the Automatic Stay; and (V) Granting Related Relief [Docket No. 184] in the Chapter 11 Case.

	(ii) to reasonably assist and cooperate in preparing documentation and submitting evidence and legal support at any hearing to approve the Global Settlement Term Sheet and confirm an Acceptable Chapter 11 Plan; (iii) with respect to the Parties other than ANH, to reasonably assist and cooperate in the closing of the Focus Sale and the release of all liens, claims and encumbrances of the Bond Trustee, including, but not limited to, the transfer of the deed to the Real Property (as defined in the Focus APA) to Focus free and clear of the Bond Trustee's liens, claims and encumbrances and the termination of the Bond Trustee's mortgage encumbering the Real Property; (iv) with respect to the members of the Restricted Group, to vote, or cause to be voted, in favor the Acceptable Chapter 11 Plan by delivering duly executed and completed ballots accepting the Plan and not opting out of any releases or exculpations provided under the Acceptable Chapter 11 Plan (or, to the extent required by the ballot, affirmatively opting in to such releases and exculpations); (v) with respect to the Parties other than ANH, whose obligations are otherwise set forth under the "ANH Performance Obligations" section of the Global Settlement Term Sheet, to reasonably assist and cooperate in supporting ANH's efforts to close the Current ANH Sale and obtain the Regulatory Approvals; and (vi) in the event that the Current ANH Sale does not close, with respect to the Parties other than ANH, whose obligations are otherwise set forth under the "ANH Performance Obligations" section of the Global Settlement Term Sheet, to reasonably assist and cooperate in supporting ANH's efforts to pursue and close a substantially similar transaction that constitutes an Acceptable Nursing Home Sale.
Termination	After the Execution Date, and prior to payment of the Member Financial Contribution, the Global Settlement Term Sheet may be terminated only as described below (a "Termination"), effective one (1) business day after transmission of written notice to the Parties delivered by overnight courier with copy by electronic mail: • By the Liquidating Trustee, or, if the Liquidating Trust has not yet been formed, the Debtor, the Committee, the Ad Hoc Group, and the Bond Trustee jointly, if, in the reasonable judgment of such terminating party, the Payment Conditions cannot be satisfied and therefore the Member Financial Contribution will

	not be paid in accordance with this Global Settlement Term Sheet; • By the Liquidating Trustee, or if the Liquidating Trust has not yet been formed, the Debtor, the Committee, the Ad Hoc Group and the Bond Trustee jointly, if the Member Financial Contribution following the closing of an Acceptable Nursing Home Sale will be less than $46 million; • By the Member and ANH jointly, if there is pending litigation that in their reasonable judgment could give rise to a Company Liability Event (the "Litigation Trigger"), subject to compliance with the ANH Performance Obligations relating to such Litigation Trigger; or • By any Party, if, another Party hereto is determined by Final Order of a court of competent jurisdiction to have materially breached its obligations hereunder. Upon Termination, this Global Settlement Term Sheet, including all obligations and releases provided herein, as well as any individual releases provided by holders of Resident Claims, shall cease to be binding on any of the Parties in any respect and shall be deemed void *ab initio*, provided that (i) the Tolling shall remain effective in accordance with this Global Settlement Term Sheet, and (ii) if the Focus Sale has closed, the Bond Trustee's consent to the Focus Sale, free and clear of the Bond Trustee's liens, claims or other encumbrances, shall remain effective and may not be withdrawn, and the Focus Sale may not be collaterally attacked or challenged in any respect. Upon Termination, the Liquidating Trustee, or, if the Liquidating Trust has not yet been formed, the Debtor, the Committee, or the Ad Hoc Group shall provide each holder of a Resident Claim who executed an Opt-In Release in connection with this Global Settlement Term Sheet with written notice of such Termination.
Remedies / Specific Performance	The Parties (including the Liquidating Trustee, when applicable) agree that (i) they will be entitled to an injunction or injunctions, specific performance or equitable relief to enforce specifically the terms and provisions of the Global Settlement Term Sheet without proof of damages or otherwise (in addition to any other remedy to which the parties are entitled at law or in equity), (ii) the election to pursue an injunction, specific performance or other equitable relief will not restrict, impair or otherwise limit the Parties from, in the alternative and as applicable, seeking to terminate the Global Settlement Term Sheet as contemplated herein, and (iii) the right of specific performance is an integral part of the Global Settlement Term Sheet and without that right, the Parties would not have entered into the Global Settlement Term Sheet. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the

	basis that the other Parties thereto have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity. Notwithstanding the foregoing, only the Liquidating Trustee and the Member shall have standing to enforce or seek remedies with respect to ANH's obligations set forth above in the sections titled "Member Financial Contribution" and "ANH Performance Obligations" and ANH reserves all defenses available under applicable law with respect to the alleged breach of any of its obligations under this Global Settlement Term Sheet. For the avoidance of doubt, no Party shall have the right to enjoin an Acceptable Nursing Home Sale that has been approved by the Supreme Court of the State of New York pursuant to Sections 510 and 511 of the New York Not-for-Profit Corporation Law.
Consent to Jurisdiction	The Member and ANH consent to the exclusive jurisdiction of the Bankruptcy Court solely for the limited purposes of enforcement of the obligations under this Global Settlement Term Sheet and resolution of any disputes related thereto, including the injunctive and specific performance relief contemplated herein, except to the extent that disposition of the proceeds of an Acceptable Nursing Home Sale may be subject to the jurisdiction of the Supreme Court of the State of New York for New York County.
Amendments	No amendment to the terms hereof may be made without the consent of each of the Parties in writing, and, to the extent necessary, approval of the Bankruptcy Court.
Prohibition on Assignment	None of the rights of any Party hereunder may be assigned, except to the Liquidating Trustee as contemplated hereunder.
No Representations and Warranties	The Parties make no representations or warranties under this Global Settlement Term Sheet, and expressly disclaim any reliance on any oral representations or warranties made in connection herewith.

EXHIBIT C

Notice of Confirmation and Effective Date

Gregory M. Juell
DLA PIPER LLP (US)
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: gregory.juell@us.dlapiper.com

Rachel Nanes (admitted *pro hac vice*)
DLA PIPER LLP (US)
200 South Biscayne Boulevard, Suite 2500
Miami, Florida 33131-5341
Telephone: (305) 423-8500
Facsimile: (305) 437-8131
Email: rachel.nanes@us.dlapiper.com

James P. Muenker (admitted *pro hac vice*)
DLA PIPER LLP (US)
1900 North Pearl Street, Suite 2200
Dallas, Texas 75201
Telephone: (214) 743-4500
Facsimile: (214) 743-4545
Email: james.muenker@us.dlapiper.com

Counsel to the Debtor and Debtor in Possession

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In re:	Chapter 11
AMSTERDAM HOUSE CONTINUING CARE RETIREMENT COMMUNITY, INC.,[1]	Case No. 23-70989 (AST)
Debtor.	

NOTICE OF (I) ENTRY OF ORDER CONFIRMING THE DEBTOR'S AMENDED PLAN OF LIQUIDATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE, (II) OCCURRENCE OF THE EFFECTIVE DATE, AND (III) RESIDENT DISTRIBUTION RECORD DATES

PLEASE TAKE NOTICE that an order (the "Confirmation Order") of the Honorable Alan S. Trust, United States Bankruptcy Judge for the Eastern District of New York, confirming the *Debtor's Amended Plan of Liquidation Pursuant to Chapter 11 of the Bankruptcy Code*, dated March 27, 2025 [Dkt. No. 1023] (including all exhibits thereto and as the same may be further amended, modified or supplemented from time to time, the "Amended Plan"), was entered on May [•], 2025 [Dkt. No. ●]. Unless otherwise defined in this notice, capitalized terms used herein shall have the meanings ascribed to them in the Amended Plan and Confirmation Order.

[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.

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Amended Plan occurred on [●], 2025.

PLEASE TAKE FURTHER NOTICE that the Amended Plan and its provisions are binding on the Debtor, the Liquidating Trustee and any holder of a Claim against or Interest in the Debtor, as provided in the Amended Plan.

PLEASE TAKE FURTHER NOTICE that, as set forth in the Confirmation Order, the deadline to file a request for payment of an Administrative Expense Claim must be filed with the Bankruptcy Court on or before the first Business Day that is thirty (30) days after the Effective Date (unless such request for payment or Proof of Claim has already been filed with the Bankruptcy Court).

PLEASE TAKE FURTHER NOTICE that, except as otherwise provided in orders entered by the Bankruptcy Court, all Proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court and served on counsel to the Debtor or the Liquidating Trustee on or before the first Business Day that is thirty (30) days after the earlier of (i) the date of rejection of such Executory Contract or Unexpired Lease under an order entered by the Bankruptcy Court and (ii) the Effective Date.

PLEASE TAKE FURTHER NOTICE that, a Holder of a Resident Claim must be a Releasing Party to receive a distribution under the Amended Plan. Any Holder of a Resident Claim that did not properly opt-in to the Releases prior to the Voting Deadline who wishes to become a Releasing Party must agree to the Releases by executing a release agreement acceptable to the parties to the Focus Sale Global Settlement Term Sheet (the "Release Agreement"). Holders of Resident Claims can request a Release Agreement from the Liquidating Trustee. The date as of which a Holder of a Resident Claim must have become a Releasing Party to receive the Initial Pre-Termination Resident Distribution or Initial Post-Termination Resident Distribution shall be [●], 2025 (the "Initial Resident Distribution Record Date"). The date as of which a Holder of a Resident Claim must have become a Releasing Party to receive the Subsequent Resident Distribution shall be [●], 202[●] (the "Subsequent Resident Distribution Record Date"). The Initial Resident Distribution Record Date and Subsequent Resident Distribution Record Date may be extended by agreement among the Liquidating Trustee, ACCHS and ANH. **Any Holder of a Resident Claim that opted in to the Releases under a properly submitted Ballot shall not be required to take any further action unless contacted by the Liquidating Trustee.**

PLEASE TAKE FURTHER NOTICE that copies of the Amended Plan, Confirmation Order, and other documents filed in the above-captioned case may be obtained by either accessing (i) the website established by Epiq Corporate Restructuring, LLC, the Debtor's noticing and claims agent, at https://dm.epiq.com/TheHarborside, free of charge, or (ii) the Bankruptcy Court's website at www.nyeb.uscourts.gov. A PACER password is required for accessing a document from the Court's website. Requests may also be made to counsel for the Debtor using the contact information below.

Dated: [•], 2025
New York, New York

DLA PIPER LLP (US)

/s/ DRAFT

Gregory M. Juell
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 335-4500
Facsimile: (212) 335-4501
Email: gregory.juell@us.dlapiper.com

- and -

Rachel Nanes (admitted *pro hac vice*)
200 South Biscayne Boulevard, Suite 2500
Miami, Florida 33131
Telephone: (305) 423-8500
Facsimile: (305) 437-8131
Email: rachel.nanes@dlapiper.com

- and -

James P. Muenker (admitted *pro hac vice*)
1900 North Pearl Street, Suite 2200
Dallas, Texas 75201
Telephone: (214) 743-4500
Facsimile: (214) 743-4545
Email: james.muenker@us.dlapiper.com

Counsel for the Debtor and Debtor in Possession

Information to identify the case:

Debtor: Amsterdam House Continuing Care Retirement Community, Inc.
Name

EIN: 11−3711764

United States Bankruptcy Court Eastern District of New York

Date case filed for chapter: 11 3/22/23

Case number: 8−23−70989−ast

NOTICE OF ENTRY OF ORDER CONFIRMING CHAPTER 11 PLAN OF REORGANIZATION

NOTICE IS HEREBY GIVEN THAT:

In accordance with Bankruptcy Rule 2002, an order was signed on 5/12/25 confirming the debtor's Chapter 11 Plan of Reorganization.

The Order Confirming the Plan of Reorganization is on file and available for inspection in the Clerk's Office at:

290 Federal Plaza
Central Islip, NY 11722

Dated: May 13, 2025

For the Court, Paul Dickson, Clerk of Court

Notice Recipients

District/Off: 0207−8	User: admin	Date Created: 5/13/2025
Case: 8−23−70989−ast	Form ID: 225	Total: 1750

Recipients submitted to the BNC (Bankruptcy Noticing Center) without an address:

10170699 ADAM R SILVERS MD
10170713 ALAYLA MACK
10170715 ALEXANDRA EDNER
10170716 ALEXANDRE TSEYTLIN
10170717 ALIQKAJ ARIAN
10170722 ALLISON MALHAME
10170727 ALMAZAN SUSAN VERAS
10170732 AMADI AZIKIWE
10170735 AMANDA POPOWITZ
10170744 ANDRADE ALBERTO
10170745 ANDRE PADLA
10170746 ANDREA CILLO
10170747 ANDREA ROSALES LEON
10170748 ANDRES ARIAS
10170749 ANDREW GRAF
10170750 ANDREW PARK
10170751 ANTHONY J REGUSIS
10170752 ANTOINETTE ESTOR SANON
10170754 ANTONIETTA WILSON
10170755 ANTONINO ERNEST
10170756 ANUNITA KHASGIWALA MD
10170757 ANZALONE MICHAEL A
10170760 ARAPI MIRANDA
10170761 ARMAS ALVARO
10170762 ARMAS VICTOR
10170763 ARNOLD WARZER TRACY
10170769 ARTHUR SHARON ROSEMARIE
10170777 AVIANTORO BANGUN
10170778 BALA SURESH
10170780 BANDOO NYDIA ELAINE
10170781 BARNES CURLENE YVONNE
10170782 BATALLA FERDINAND
10170783 BEATRIZ MARTINEZ
10170784 BEDSON JESSICA
10170785 BELL RAFEEK
10170788 BERNASCONI LISA
10170789 BESKROWNYJ NATALIE
10170790 BETH LURIE
10170791 BHAGALOO MEECHELINA
10170793 BILLY KIRKLAND
10170795 BISHOP JULIE
10170802 BOLTON SHADENIE
10170803 BONAVENTURE MARIE
10170804 BONILLA OLIVA ESLY
10170806 BRETT BELFERDER
10170807 BRIA WALTON
10170808 BRIAN LU
10170815 BROWN BRITTANY
10170816 BUCHANAN NICHOLE L
10170817 BUSA CHRISTINA
10170823 CALABRIA GAIL
10170825 CAMILO DURAN
10170826 CANEGA GERARD
10170827 CANNON CARISSMA
10170830 CAPRIETTA ELLIOTT NADIRA
10170836 CARLOS GUERRERO
10170839 CARYN BEYER
10170843 CAYO MIRLENE
10170850 CERVI LINDA
10170851 CESAR TAIPE
10170852 CHACKO MERCY
10170853 CHERY SARAH
10170854 CHIARELLI PATRICK
10170855 CHRISTIAN LOCASTO
10170856 CHRISTIAN VASQUEZ
10170857 CHRISTINA LABAGUIS
10170858 CHRISTOPHER JOHNSON
10170867 CLAUDIA ALVARES
10170875 COHEN JOLIE

10170876	COLACCHIO KATHERINE
10170877	COLIN HUGHES
10170886	CORTEZ JAVIER A
10170888	COSTAS STAVRAKIS
10170892	CRISTINA LABAGUIS
10170893	CROFT INGRID
10170894	CROFT TAMYA
10170900	CUEVARODRIGUEZ MIGUEL
10170903	DARYL SPARKS
10170904	DAVARCIOGLU ERCAN
10170905	DAVID DENISON
10170907	DAVID SIMMS
10170910	DEBBIE BLUE
10170913	DEBORAH KARPEL
10170914	DEFEO GINA
10170915	DEGASPERIS JULIA
10170916	DEJESUS KELLY ANN
10170917	DENIS PEGGY
10170920	DEODAT PURAN
10170923	DESIREE DURAND
10170924	DESRIVIERES NADEGE
10170925	DEVI PASRAM
10170926	DI MARZO NICOLA
10170927	DIAZRIVAS SINDY V
10170929	DILLO IRENEO
10170930	DILLON MARGARET
10170931	DILPREET MANDA
10170934	DONALD BRYK
10170935	DONATO RITROVATO
10170936	DORMEUS MACKENSDY
10170938	DRISCOLL AMANDA
10170939	DUROC PETRICIA
10170940	DUVIVIER CAROLINE
10189320	David A. Poses
10170950	EFFUNE EDWIN
10170951	EILEEN M MEDIAVILLO
10170952	ELANA HAYDEN
10170955	ELYSA SUNSHINE
10170956	EMERSON CHACON
10170967	ESCOBAR ROSA
10170968	EVA GORSCI
10170975	FASULO EILEEN
10170976	FAUSTIN GLADIMIR
10170979	FERDINAND NELLY
10170982	FINN MACCOOLS
10170990	FLORES YESENIA
10170992	FRANCENE JOHNSON
10170995	FRANK FERRARA
10170996	FRANK FRIZALONE
10170997	FRANK V DOYLE
10171000	GAIL STORM
10171001	GALLO DANIEL
10171002	GANGA TER
10171003	GARCIA JAZMIN BURGOS
10171010	GENESTE MERETTE
10171012	GEORGE SANDRY
10171013	GERARD DUNNE
10171014	GILROY SARAH
10171015	GLADYS TORRES
10171017	GLIEBE RANDY
10171025	GOLEMATIS ANTHONY
10171027	GORDANER CAREEN FILICIA
10171030	GRAHAM GLAISTER
10171034	GRANT AIMEE
10171041	GREEN ANNMARIE JOY
10171047	GRUMBACH KURT
10171055	GUNNINGMASON KERIANN
10171056	GURBINDER SANDHU
10171057	GURWINDER SINGH
10171058	HAKAN MELIH OZEL
10171059	HALLALSTON JANE M
10171064	HARRICHAN VARAIN
10171066	HARRY SINGH
10171070	HEATHER CONN
10171072	HERARD FALLONE
10171074	HERNANDEZ JASMINE
10171075	HILL DOMINQUE
10171086	HUNTER CAMP

10171087 ICART DAYANA
10171090 IHEUNG LEE
10171093 INDIE K SINGH
10171105 IP TAI
10171107 ISABEL SEGAL
10171110 ISMAIL BUTERA
10171111 IVAN ARIAS
10171113 JALBUENA LINDY
10171114 JAMES DEBRA
10171115 JAMES F MOORE
10171116 JAMES L COLL
10171117 JAMES ORSINI
10171118 JAMES T POLITO
10171122 JAY STONE
10171123 JEANCLAUDE NATASHA
10171125 JEFF ROWLAND
10171126 JEMISON NARDIA
10171127 JENKINS TASIA
10171128 JENNIFER JHAGO
10171129 JENNY ORELLANAMEIJA
10171130 JERMAIN PHILLIPS
10171132 JOAN VERNON
10171133 JOASSAINT KRISTEN
10171134 JOEL RAMIREZ
10171135 JOHN MOSLEY
10171136 JOHN P PERFETTI
10171142 JOSE ANTONIO TEJEDA
10171143 JOSE LACHICA
10171144 JOSE MURILLO
10171145 JOSEPH EMELINE
10171146 JOSEPHINE FLANAGAN
10171147 JUAN CAMILO LOPEZ
10171148 JUAREZ OSCAR
10171149 JUINIORR BRIZUELA
10171150 JUNIOR NIEVES
10171151 JURIK FERDES
10189322 Jonathan Wells Poses
10171152 KAGZANOVA YELENA
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10171158 KATIUSKA SABANDO
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10171167 KRYSTAL GARABEDIAN
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10171169 KULJEET JASWAL
10171173 LACHICA JOCELYN
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10171201 LOUIS MAUROGIAN
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10171204 LUCCHESI ELAINE S
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10171209 LYNNE DALY
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10171219 MARIA DIOGUARDI
10171220 MARIANNE MCGILL

10171221 MARIE MULARCZYK
10171222 MARIE ZABIELSKI
10171223 MARK BRIER
10171224 MARKENIO K NELSON
10171225 MARKENLEY LAMONIER
10171227 MARY CLARE CHIOFALO
10171230 MATTHEW LOCASTO
10171231 MAURICE JACOBS
10171233 MCKAY EDOUARD
10171234 MCLAREN NICOLA
10171239 MEDINA GRISELDA NOEMI
10171248 MESSMER KAITLIN
10171250 MICHAEL BROOKS MD
10171251 MICHAEL L MELAMED MD
10171252 MICHEL RUTH
10171253 MICHEL ST JAQUES
10171255 MIKE LIM
10171256 MIKHAIL LIOZNOV
10171258 MINOTT KARLA
10171261 MIRIAM KATZ
10171265 MOHAMMED PERVEZ
10171269 MONZON ADRIANA
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10171275 MOST LAUREN
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10171280 MURA PAUL
10171281 NADIA IRVING HANSON
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10171295 NATHALIE HINDS
10171296 NATINDIM ERIC N
10171305 NAVARRE BROOKE ASHLEY
10171306 NAVARRE JADE
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10171308 NEIL KORMAN
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10171332 NICOLE KHANI
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10171334 NINA KIESS
10171335 NIZICH ELLEN
10171336 NIZICH KIMBERLY
10171343 NOVO AILEEN
10171366 OGLE CHARLES
10171367 OLIVA ERICK
10171368 OLIVERA OLINDA ANGELINA
10171369 OLIVIA NEWTONATWELL
10171373 ORELLANAMEJIA JENNY
10171374 ORIN Z FINKLE
10171377 OSCAR ANTONIO ESCAMILLA REYES
10171378 OSCAR REYES
10171379 OSPINA ADRIANA
10171383 OUEDRAOGO AGUERA
10171384 PABLO JIMENEZ
10171386 PANDAY RENEE
10171389 PATRICIA R DUNHAM
10171390 PATRICK GRECCO
10171392 PAUL EFFMAN
10171393 PAULA ORELANA
10171396 PELISSIER FANFAN MARIE
10171397 PEREIRA DELOPEZ SECIA
10171399 PERMUY ANTHONY
10171402 PETER J TRIOLO
10171405 PIERRE MARIE
10171406 PIERRE MEUNIER
10171407 PIERRE NEWTON
10171408 PINEDA RICHARD
10171414 POLICASTRO MELISSA MARY
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10171436 PUMA ARTUR
10189321 Peter Lewis Poses
10171439 RACCIOPPI KIM A
10171442 RAMGADOO TREVOR
10171443 RANA RUPINDER
10171444 RANDALL GOULD

10171445	RAYMOND TORRES
10171448	REIDCLARKE BOBBET
10171450	RENATA BOWEN
10171451	RENATE UNTERSCHUETZ
10171452	RENEE LAPLACA
10171453	RESIDENT ID 000012023
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10172319	WALKERPINEDA TASHNA
10172321	WARREN ADLER
10172323	WAYNE M SCHUSTER
10172324	WAYNE SMITH
10172325	WEBER KRISTEN
10172326	WELLS CHERYL
10172328	WENDY H LANTER
10172334	WILLIAM BALLADARES
10172335	WILLIAMSON NICOLE BEVERLEY
10172337	WILMA JAQUSCH
10172344	XIOMARA CONTRERAS
10172345	YAHOUDIS SHARPIRO
10172346	YELENA GADAYEV
10172347	YELENA POLEZHAYEV
10172348	YIN TAI IP
10172349	YOCUM DENNIS
10172351	YOSEF ELIANA
10172352	YVELANDE DIEUDONNE
10172353	ZEPHYR JEAN

TOTAL: 1071

Recipients of Notice of Electronic Filing:

aty	Gregory Juell	gregory.juell@us.dlapiper.com

TOTAL: 1

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db	Amsterdam House Continuing Care Retirement Community, Inc. 10050		300 E. Overlook	Port Washington, NY
aty	Benjamin D. Schuman	DLA PIPER LLP (US)	1251 Avenue of the Americas	New York, NY 10020

aty Erik F Stier DLA PIPER LLP (US) 500 Eighth Street, N.W. Washington, DC 20004
aty James P. Muenker DLA PIPER LLP (US 1900 North Pearl Street, Suite 2200 Dallas, TX 75201
aty Jason Hopkins DLA PIPER LLP (US) 1900 N. Pearl Street, Suite 2200 Dallas, TX 75201
aty Rachel Nanes 200 South Biscayne Boulevard Suite 2500 Miami, FL 33131
smg United States of America Secretary of the Treasury 15th Street & Pennsylvania Ave. NW Washington, DC 20220
smg NYS Unemployment Insurance Attn: Insolvency Unit Bldg. #12, Room 256 Albany, NY 12201
smg NYS Department of Taxation & Finance Bankruptcy Unit PO Box 5300 Albany, NY 12205
smg Internal Revenue Service PO Box 7346 Philadelphia, PA 19101−7346
smg United States Trustee Office of the United States Trustee Long Island Federal Courthouse 560 Federal Plaza Central Islip, NY 11722−4437
10170686 1ST CHOICE AMBULETTE 236 SEAMAN COURT WESTBURY, NY 11590
10170687 808 CONCEPTS INC 132 RED HILL ROAD NEW CITY, NY 10956
10170688 A DEVEBEDUTTIS CORP DBA DB LAND WORKS PO BOX 1039 PLAINVIEW, NY 11803
10170689 A NU START NY 13 ORCHARD CT ROSLYN HEIGHTS, NY 11577
10170690 A PLACE FOR MOM INC PO BOX 913241 DENVER, CO 802913241
10170691 A WIEST ENTERTAINMENT GROUP INC 271 BREAD AND CHEESE HOLLOW RD FORT SALONGA, NY 11768
10170692 AAA NORTHEAST DONNA GALASSO DONNA P GALASSO 1415 KELLUM PLACE GARDEN CITY, NY 11530
10170693 ABILITY NETWORK INC PO BOX 856015 MINNEAPOLIS, MN 554856015
10170694 ACCESSRN OF NY LLC ATTN CONTRACTS 1540 S HOLLAND SYLVANIA RD STE 101 MAUMEE, OH 43537
10170695 ACCREDITED SPECIALTY INSURANCE COMPANY 100 SUMMER STREET SUITE 1175 BOSTON, MA 02110
10170696 ACCUSHIELD LLC 2030 POWERS FERRY ROAD SUITE 360 ATLANTA, GA 30339
10170697 ACQUA TREAT LTD 110 SOUTH 2ND STREET NEW HYDE PARK, NY 11040
10170698 ACTIVE FIRE CONTROL 516 47TH AVE LONG ISLAND CITY, NY 111015415
10170700 ADP LLC 2 HUNTINGTON QUADRANGLE 3S01 MELVILLE, NY 11747
10170701 ADP LLC ATTN GEN COUNSEL MAJOR ACCTS ONE ADP BLVD ROSELAND, NJ 07068
10170702 ADP LLC PO BOX 842875 BOSTON, MA 022842875
10170703 ADVANCED ANSWERS ON DEMAND INC 11575 HERON BAY BLD STE 200 CORAL SPRINGS, FL 33076
10170704 ADVANCED CARE STAFFING 1000 GATES AVE SUITE 5B BROOKLYN, NY 11221
10170705 ADVANCED CARE STAFFING ATTN CHIEF OPERATING OFFICER 545 BROADWAY 3RD FL BROOKLYN, NY 11206
10170706 ADVANCED UROLOGY CENTERS OF NEW YORK 2001 MARCUS AVENUE SUITE N214 LAKE SUCCESS, NY 11042
10170707 AE SAFEWAY SYSTEMS PEST CONTROL INC 189 SCHOFIELD STREET BRONX, NY 10464
10170708 AFFINITY REHABILITATION LLP CO HEALTHPRO MANAGEMENT SERVICES LLC ATTN COO 10600 YORK RD STE 105 COCKEYSVILLE, MD 21030
10170709 AFLAC 22 CORPORATE WOODS BLVD ALBANY, NY 12211
10170710 AGE WELL RECREATION RAYMOND TORRES 20 WEEKS AVE OYSTER BAY, NY 11771
10170711 AIRGAS EAST PO BOX 734445 CHICAGO, IL 606734445
10170712 AIRGAS INC 259 RADNOR CHESTER RD RADNOR, PA 19087
10170714 ALBERTSON ELECTRIC INC 901 WILLIS AVE ALBERTSON, NY 11507
10170718 ALLIANCEBERNSTEIN 1345 AVENUE OF THE AMERICAS NEW YORK, NY 10105
10170719 ALLIED UNIVERSAL SECURITY SERVICES PO BOX 828854 PHILADELPHIA, PA 191828854
10170720 ALLIED WORLD SPECIALTY INSURANCE COMPANY 199 WATER STREET 24TH FLOOR NEW YORK, NY 10038
10170721 ALLIEDBARTON SECURITY SERVICES LLC ATTN DIR BUSINESS DEVELOPMENT 8 TOWER BRIDGE 161 WASHINGTON ST STE 600 CONSHOHOCKEN, PA 19428
10170723 ALLSCRIPTS HEALTHCARE LLC 24630 NETWORK PLACE CHICAGO, IL 606731246
10170724 ALLSCRIPTS HEALTHCARE SOLUTIONS ATTN STEVEN MARTIN 222 MERCHANDISE MART CHICAGO, IL 60654
10170725 ALLSTATE MEDICAL 34 5TH STREET BROOKLYN, NY 11232
10170726 ALLUSERVE TONY YENZER 901 W 14TH STREET SUITE 200 WASHINGTON, MO 63090
10170728 ALPHA CARD PO BOX 231179 PORTLAND, OR 97281
10170729 ALPHA MED INC 15 AMERICA AVE SUITE 208 LAKEWOOD, NJ 08701
10170730 ALTERNATIVE SUSTAINABILITY NY JOHN GOETZE 2273 STOCKTON DRIVE FLEMING ISLAND, FL 32003
10170731 ALTICE USA 1111 STEWART AVE BETHPAGE, NY 11714
10170733 AMALGAMATED BANK ATTN EDGAR ROMNEY ESQ 275 7TH AVE 8TH FLOOR NEW YORK, NY 10001
10170734 AMALGAMATED BANK ATTN SR VP 15 UNION SQ NEW YORK, NY 100033378
10170736 AMERICAN FIDELITY ASSURANCE COMPANY 5100 NORTH CLASSEN BLVD SUITE 106 OKLAHOMA CITY, OK 73118
10170737 AMERICAN HOTEL REGISTER COMPANY PO BOX 677130 DALLAS, TX 752677130
10170738 AMERICAN PAPER TOWEL CO LLC 10 INDUSTRIAL ROAD CARLSTADT, NJ 07072
10170739 AMERICAN SERVICE 7 RICHARD ST HICKSVILLE, NY 11801
10170740 AMF 7313 BELL CREEK ROAD MECHANICSVILLE, VA 23111

10170741 AMSTERDAM CONTINUING CARE HEALTH SYSTEM INC ATTN PRESIDENT CEO 1060 AMSTERDAM AVE NEW YORK, NY 10025
10170742 AMSTERDAM SERVICES CORP ATTN PRESIDENT CEO 1060 AMSTERDAM AVE NEW YORK, NY 10025
10170743 AMV ENTERTAINMENT PO BOX 1473 PATCHOGUE, NY 11772
10170753 ANTON COMMUNITY NEWSPAPERS 132 E 2ND STREET MINEOLA, NY 11501
10170758 APPROVED ENERGY II LLC DBA APPROVED ENERGY 6717 4TH AVE BROOKLYN, NY 11220
10170759 APPROVED STORAGE AND WASTE HAULING 110 EDISON AVE MT VERNON, NY 10550
10170764 ARON SECURITY INC DBA ARROW SECURITY 60 KNICKERBOCKER AVE BOHEMIA, NY 11716
10170765 ARQUI300 LLC 6116 STEGEN DRIVE ALEXANDRIA, VA 22310
10170766 ARROW LINEN SUPPLY COMPANY INC 467 PROSPECT AVE BROOKLYN, NY 11215
10170767 ARROW LINEN SUPPLY COMPANY INC PO BOX 9321 GARDEN CITY, NY 11530
10170768 ARTHUR J GALLAGHER RISK MANAGEMENT PO BOX 5102 NEW YORK, NY 100875102
10170770 ASSA ABLOY ENTRANCE SYSTEMS US INC 300 HORIZON CENTER STE 302 HAMILTON, NJ 08691
10170771 ASSA ABLOY ENTRANCE SYSTEMS US INC 92 N MAIN ST BLDG 19 PO BOX 519 WINDSOR, NJ 08561
10170772 ASSA ABLOY ENTRANCE SYSTEMS US INC PO BOX 827375 PHILADELPHIA, PA 191827375
10170773 ASSOCIATED TIME PARKING CONTROLS INC 9104 DIPLOMACY ROW DALLAS, TX 75247
10170774 ASSOCIATED WATER CONDITIONERS INC 23 GREEN LN SUCCASUNNA, NJ 07876
10170775 ATTANE 8880 WARD PARKWAY SUITE 400 KANSAS CITY, MO 64114
10170776 AUTOMATIC IRRIGATION COMMERCIAL DIVISION 333 BALDWIN ROAD HEMPSTEAD, NY 11550
10423873 Ad Hoc Residents Group CULLEN AND DYKMAN LLP Elizabeth M. Aboulafia, Esq. 333 Earle Ovington Blvd., 2nd Fl. Uniondale, New York 11553
10503892 Ad Hoc Residents Group Cullen and Dykman LLP 333 Earle Ovington Boulevard, 2nd Fl. Uniondale, New York 11553
10251371 Aetna, Inc. Aaron McCollough c/o McGuireWoods LLP 77 West Wacker Drive, Suite 4100 Chicago, IL 60601
10172696 Amsterdam Continuing Care Health System, Inc., C/O Otterbourg P.C. 230 Park Avenue New York. NY 10169
10180979 Anne V. Young Family Trust dated September 8, 1997 3 Hewlett Road Greenvale, New York 11548 ,
10170779 BAND OF LONG ISLAND INC PO BOX 4246 GREAT NECK, NY 11023
10170786 BENEFIT PLANS ADMINISTRATIVE SERVICES 6 RHOADS DR 7 UTICA, NY 13502
10170787 BERENSTATE CONSULTING GROUP 10050 REGENCY CIRCLE SUITE 110 OMAHA, NE 68114
10170792 BILLS FRIENDLY AUTO SERVICE INC ATTN OWNERMGR 1175 WILLIS AVE ALBERTSON, NY 11507
10170794 BIOREFERENCE LABORATORIES INC ATTN LEGAL DEPT 481 EDWARD H ROSS DR ELMWOOD PARK, NJ 07407
10170796 BKD LLP 1155 AVENUE OF THE AMERICAS SUITE 1200 NEW YORK, NY 10036271
10170797 BLANK SLATE MEDIA 22 PLANTING FIELD ROAD ROSLYN, NY 11577
10170798 BLICK ART MATERIALS 6910 EAGLE WAY CHICAGO, IL 606781069
10170799 BLUE WATER BENEFITS CONSULTING LLC 321 14H ST NE NAPLES, FL 34120
10170800 BLUEORANGE COMPLIANCE 2500 FARMERS DRIVE SUITE 200 COLUMBUS, OH 43235
10170801 BNY MELLON FINANCIAL CONTROL BILLING DEP PO BOX 19445A NEWARK, NJ 071950445
10170805 BRENNAN MANNA DIAMOND ATTN AARON M JONES ESQ 250 CIVIC CENTER DRIVE SUITE 300 COLUMBUS, OH 43215
10170809 BRICKMAN GROUP LTD LLC THE ATTN OFFICE OF GEN COUNSEL 2275 RESEARCH BLVD STE 600 ROCKVILLE, MD 20850
10170810 BRIDGE DERMATOPATHOLOGY SERVICES PLLC 560 WHITE PLAINS ROAD 6TH FLOOR TARRYTOWN, NY 10591
10170811 BRIGGS HEALTHCARE 4900 UNIVERSITY AVENUE SUITE 200 WEST DES MOINES, IA 50266
10170812 BRIGHTSTAR 66 NORTH MAIN STREET SUFFIELD, CT 06078
10170813 BROTHERS II BUSINESS MACHINES 200 MCCORMICK DRIVE BOHEMIA, NY 11716
10170814 BROWN COMPANY DESIGN 801 ISLINGTON ST 35 PORTSMOUTH, NH 03801
10182739 Barbara and Richard Newman 300 East Overlook, Unit 230 Port Washington, NY 11050
10182849 Barbara and Richard Newman Paul Rachmuth Law Office, PLLC 265 Sunrise Highway, Ste. 1515 Rockville Centre, NY 11570 Attn: Paul A. Rachmuth
10170821 CABLEVISION 8031 CORPORATE DR BALTIMORE, MD 212364986
10170818 CABLEVISION LIGHTPATH INC 1111 STEWART AVE BETHPAGE, NY 117143581
10170819 CABLEVISION LIGHTPATH INC 200 JERICHO QUADRANGLE JERICHO, NY 11753
10170820 CABLEVISION LIGHTPATH INC PO BOX 360111 PITTSBURGH, PA 152516111
10170822 CADWALADER WICKERSHAM TAFT LLP ONE WORLD FINANCIAL CENTER NEW YORK, NY 10281
10170824 CALVARY HOSPITAL HOSPICE ATTN EXEC SECRETARY 1740 EASTCHESTER RD BRONX, NY 10461
10170828 CAPITAL PROJECTS CONSULTING LLC ATTN J MICHAEL ORIFICI 37 SAW MILL RIVER RD HAWTHORNE, NY 10532

10170829 CAPITAL PROJECTS CONSULTING LLC J MICHAEL ORIFICI 629 FIFTH AVENUE SUITE 203 PELHAM, NY 10803
10170832 CARETECH STEVE KATZ 1776 AVENUE OF THE STATES SUITE 102 LAKEWOOD, NJ 08701
10170831 CARETECH GROUP ATTN PAUL HELLMAN 1123 MCDONALD AVE BROOKLYN, NY 11230
10170835 CARING PEOPLE 4450 S TIFFANY DRIVE WEST PALM BEACH, FL 33407
10170833 CARING PEOPLE HOME HEALTH CARE ATTN ADMINISTRATOR 175 FULTON AVE STE 307 HEMPSTEAD, NY 11550
10170834 CARING PEOPLE INC 1169 MAIN AVE CLIFTON, NJ 07011
10170837 CARR BUSINESS SYSTEMS 130 SPAGNLOI RD MELVILLE, NY 11747
10170838 CARR BUSINESS SYSTEMS PO BOX 936715 ATLANTA, GA 311936715
10170840 CASEY FIRE SYSTEMS INC TOM CARPENTER 3927 59TH STREET WOODSIDE, NY 11377
10170841 CASSENA CARE MANAGEMENT LLC 225 CROSSWAYS PARK DRIVE WOODBURY, NY 11797
10170842 CASTLETON PHARMACY CORP DBA ENEXIA SPECIALTY PHARMACY ATTN CEO 252 PORT RICHMOND AVE STATEN ISLAND, NY 10302
10170844 CBORD GROUP INC ATTN PRESIDENT 61 BROWN RD PORT WASHINGTON, NY 11050
10170845 CCI HEALTHCARE SYSTEMS GROUP CORP 218 39TH STREET 2ND FLOOR BROOKLYN, NY 11232
10170846 CCRC ACTUARIES LLC DBA CONTINUING CARE ACTUARIES 415 MAIN ST REISTERTOWN, MD 211361905
10170847 CELEBRATION SERVERS LLC 7908 147TH ST B9 KEW GARDEN HILLS, NY 11367
10170848 CENTER FOR HEALTH CARE FACILITY PLANNING LICENSURE FINANCE BUREAU OF ARCH ENG EMPIRE STATE PLAZA CORNING TOWER ROOM 1861 ALBANY, NY 12237
10170849 CENTERS FOR MEDICARE MEDICAID SERVICES 7500 SECURITY BOULEVARD BALTIMORE, MD 21244
10170859 CHS PHYSICIAN PARTNERS PO BOX 950006625 PHILADELPHIA, PA 191956625
10170862 CHUBB CHUBB WORKPLACE BENEFITS 5277 PAYSPHERE CIRCLE CHICAGO, IL 60674
10170860 CHUBB SON PO BOX 382001 PITTSBURGH, PA 152508001
10170861 CHUBB FIRE 6 SKYLINE DRIVE HAWTHORNE, NY 10532
10170863 CIGNA 900 COTTAGE GROVE ROAD BLOOMFIELD, CT 06002
10170864 CINTAS CORPORATION 6800 CINTAS BLVD CINCINNATI, OH 45262
10170865 CITY NATIONAL ROCHDALE 400 PARK AVENUE NEW YORK, NY 10022
10170866 CLASSIC HAIR CARE LLC ATTN CFO 3 EVES DR STE 305 MARLTON, NJ 08053
10170868 CLAYNATION 38 FOREST AVENUE GLEN COVE, NY 11542
10170869 CLEARLY GULL ADVISORS INC ATTN CHAIRMAN AND CEO 100 E WISCONSIN AVE STE 2400 MILWAUKEE, WI 53202
10170870 CLINICAL STAFFING RESOURCES CO WELLS FARGO BANK NA P O BOX 842932 BOSTON, MA 02284293
10170871 CMS COMPLIANCE GROUP INC ATTN PRESIDENT 68 S SERVICE RD STE 100 MELVILLE, NY 11747
10170872 CNA SURETY DIRECT BILL POBOX 957312 ST LOUIS, MO 631957312
10170873 COALITION TO SAVE HEMPSTEAD HARBOR PO BOX 159 SEA CLIFF, NY 11579
10170874 CODETWO SP ZOO SP K UL WOLNOSCI 16 JELENIA GORA 58500 POLAND
10170878 COMMAND SECURITY CORPORATION 4 CREAMERY BROOK EAST GRANBY, CT 06026
10170879 COMMISSIONER OF MOTOR VEHICLES REG RENEWAL CENTER STE 6 UTICA, NY 135015899
10170880 COMPREHENSIVE HEALTHCARE SOLUTIONS INC ATTN PRESIDENT 36 AIRPORT RD STE 101 LAKEWOOD, NJ 08701
10170881 CONA ELDER LAW PLLC 225 BROAD HOLLOW ROAD SUITE 200 MELVILLE, NY 11747
10170882 CONNECTED LIVING 400 CROWN COLONY DRIVE SUITE 100 QUINCY, MA 02169
10170883 CONSTELLATION PO BOX 5471 CAROL STREAM, IL 601975471
10170884 CONTINUING CARE ACTUARIES LLC 415 MAIN STREET REISTERSTOWN, MD 21136
10170885 COOL INSURING AGENCY INC PO BOX 2153 GLENS FALLS, NY 128012153
10170887 COSME GERARD MAGAN GIL 27 STEPHEN OVAL APT A GLEN COVE, NY 11542
10170889 COUNTY FAIR AIR CONDITIONING CORP ATTN SERVICE MANAGER 11 DREW CT RONKONKOMA, NY 117797238
10170890 COUNTY FAIR AIR CONDITIONING CORP ATTN SERVICE MANAGER 2700 SHAMES DR WESTBURY, NY 115901750
10170891 CRADLE OF AVIATION CHARLES LINDBERGH BLVD GARDEN CITY, NY 11530
10170895 CROKER FIRE SAFETY CORPORATION 235 BROOKSITE DRIVE HAUPPAUGE, NY 11788
10170896 CROKER FIRE SAFETY CORPORATION PO BOX 368 ISLIP TERRACE, NY 117520368
10170897 CROWELL MORING LLP 1001 PENNSYLVANIA AVENUE NW WASHINGTON, DC 200042595
10170898 CSC HOLDINGS LLC 1111 STEWART AVE BETHPAGE, NY 11714
10170899 CSRA E MEDNY ENROLLMENT MAINTENANCE REMIT PO BOX 4605 RENSSELARE, NY 121448611
10170901 CURASPAN HEALTH GROUP INC A NAVIHEALTH SUBSIDIARY PO BOX 744204 ATLANTA, GA 303744204
10175649 Cablevision Lightpath LLC 1111 Stewart Ave Bethpage, 11714
10204140 Cellco Partnership d/b/a Verizon Wireless William M Vermette 22001 Loudoun County PKWY Ashburn, VA 20147
10170902 DACA VI LLC 1565 HOTEL CIRCLE S SUITE 300 SAN DIEGO, CA 92108

10226362 DANIEL JUNE C/O ANDREA LATERZA, ESQ. 1225 FRANKLIN AVENUE, SUITE 450 GARDEN CITY, NEW YORK 11530
10170906 DAVID ROSENFELD MAGIC MENTALISM LLC 2 CARLIN PLACE GREAT NECK, NY 11023
10170908 DB LAND WORKS 18 MONT AVE DIX HILLS, NY 11746
10170909 DB LAND WORKS PO BOX 1039 PLAINVIEW, NY 11803
10170911 DEBENEDITTIS LANDSCAPING INC 260 BROADWAY GARDEN CITY PARK, NY 11040
10170912 DEBENEDITTIS LANDSCAPING INC 848 DOGWOOD AVE FRANKLIN SQ, NY 11010
10170918 DENNETT LAW OFFICES PC 8 BOND STREET SUITE 300 GREAT NECK, NY 110212418
10170919 DENTSERV DENTAL SERVICES PC ATTN EXECUTIVE DIR 15 CANAL RD PELHAM MANOR, NY 10803
10170921 DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE OGDEN, UT 84201
10170922 DEPT OF HOUSING AND URBAN DEVELOPMENT 451 7TH STREET SW WASHINGTON, DC 20410
10170928 DIGNITY HOME CARE NEW YORK 55 NORTHERN BLVD SUITE 305 GREAT NECK, NY 11021
10170932 DIRECT SUPPLY BOX 88201 MILWAUKEE, WI 532880201
10170933 DIRTY PIPES 7 BRADFORD LANE BETHPAGE, NY 11714
10170937 DOX ELECTRONICS INC 105 COLLEGE AVE ROCHESTER, NY 14607
10170941 DYNAMIC ACCESS ACCESS RN 2600 N CENTRAL EXPRESSWAY 280 RICHARDSON, TX 75080
10189607 David A., Peter L and Jonathan Wells Poses Michael G. McAuliffe 68 South Service Road, Ste. 100 Melville, NY 11747
10170942 EAST COAST POWER GAS LLC 340 JACKSON AVE BRONX, NY 10454
10170943 EB EMPLOYEE SOLUTIONS LLC 4088 MAIN ST HILLIARD, OH 43026
10170944 EB EMPLOYEE SOLUTIONS LLC ATTN JOSEPH DONOVAN EVP 245 MAIN ST STE 605 WHITE PLAINS, NY 10601
10170945 EB EMPLOYEE SOLUTIONS LLC JOSEPH DONOVAN BOX 791293 BALTIMORE, MD 212791293
10170946 EBI CONSULTING PO BOX 844523 BOSTON, MA 02284
10170947 ECOLAB INC PO BOX 32027 NEW YORK, NY 100872027
10170948 EDU TEK LTD ATTN MATHEW ORIFICI PRESIDENT 99 FULTON ST SUITE 2 WHITE PLAINS, NY 10606
10170949 EDWARD DON COMPANY ATTN MICHELLE BEADLING 84 STEMMERS LN WESTHAMPTON, NJ 08060
10170953 ELITE PARKING HOSPITALITY CORP ATTN PRESIDENT 320 ENDO BLVD EXT 2ND FL GARDEN CITY, NY 11530
10170954 ELITE PARKING SYSTEMS GROUP PO BOX 160 VALLEY STREAM, NY 11582
10170957 EMPIRE BLUE CROSS BLUE SHIELD 165 BROADWAY AT ONE LIBE NEW YORK, NY 10006
10170958 EMPIRE BLUE CROSS BLUE SHIELD PO BOX 11792 NEWARK, NJ 071014792
10170959 EMPIRE HEALTHCHOICE ASSURANCE INC DBA EMPIRE BLUE CROSS BLUE SHIELD ATTN PROVIDER NETWORK MGMT ONE LIBERTY PLAZA 14TH FL NEW YORK, NY 10006
10170960 EMPIRE STATE ASSOC OF ASSISTED LIVING 646 PLANK ROAD SUITE 207 CLIFTON PARK, NY 12065
10170961 EMPLOYEE BENEFIT SOLUTIONS INC ATTN PAUL STAUBI 245 MAIN ST STE 605 WHITE PLAINS, NY 10601
10170962 ENEXIA SPECIALTY PHARMACY 826 FOREST AVE STATEN ISLAND, NY 10310
10170963 ENGRAIN INC 5660 GREENWOOD PLAZA BLVD SUITE 350 GREENWOOD VILLAGE, CO 80111
10170964 ENVIROBUSINESS INC DBA EBI CONSULTING 21 B ST BURLINGTON, MA 01803
10170965 ENVIRONMENTAL PROTECTION AGENCY 1200 PENNSYLVANIA AVENUE NW WASHINGTON, DC 20460
10170966 ENVIRONMENTAL SERVICES INC 40 ZORN BLVD YAPHANK, NY 11980
10170969 EXCELLENT PEST CONTROL 28 POI CT STAEN ISLAND, NY 10314
10170970 EXPRESS EMPLOYMENT PROFESSIONALS ATTN OWNER 825 E GATE BLVD STE 108 GARDEN CITY, NY 11530
10170971 EXPRESS SERVICES INC DBA EXPRESS EMPLOYMENT PROFESSIONALS 825 E GATE BLVD STE 108 GARDEN CITY, NY 11530
10229149 Eileen M. Sethna, Esquire Heidi M. Hockberger, Esquire LEVENFELD PEARLSTEIN, LLC 120 S. Riverside Plaza, Suite 1800 Chicago, Illinois 60606
10267160 Elizabeth B. Vandesteeg LEVENFELD PEARLSTEIN, LLC 120 S. Riverside Plaza, Suite 1800 Chicago, Illinois 60606
10244645 Estate of Violet Ajamian Phillips Nizer LLP 485 Lexington Avenue, 14th Floor New York, NY 10017
10170972 FACILITY TRANSPORT SOLUTIONS INC GILL AMADO 246 MINEOLA BLVD SUITE 104 MINEOLA, NY 11501
10170973 FALCON RAPPAPORT BERKMAN LLP 1185 AVE OF THE AMERICAS FL 3 NEW YORK, NY 10036
10170974 FALCON RAPPAPORT BERKMAN LLP KIMBERLY BROWN 265 SUNRISE HIGHWAY SUITE 50 ROCKVILLE CENTRE, NY 11570
10170977 FED EX PO BOX 371461 PITTSBURGH, PA 152507461
10170978 FEDERATED INVESTMENT MANAGEMENT ATTN FTR FINANCIAL PO BOX 219318 KANSAS CITY, MO 64121
10170980 FIDELITY MANAGEMENT PO BOX 770001 CINCINNATI, OH 45277
10170981 FILTA KLEEN INC 107 GEORGIA AVE BROOKLYN, NY 11207
10170983 FIRST BANKCARD PO BOX 2818 OMAHA, NE 681032818

10170984 FIRST BOSTON 11 MADISON AVE NEW YORK, NY 10010
10170985 FIRST UNUM LIFE INSURANCE COMPANY ATTN PRESIDENT 666 3RD AVE STE 301 NEW YORK, NY 10017
10170986 FIRST UNUM LIFE INSURANCE COMPANY PO BOX 406927 ATLANTA, GA 303846927
10170987 FIRST UNUM LIFE INSURANCE COMPANYDIS 6 CONCOURSE PKWY STE 2700 ATLANTA, GA 30328
10170988 FIRST UNUM LIFE INSURANCE COMPANYDIS PO BOX 406919 ATLANTA, GA 303846919
10170989 FITNESS SHOWROOMS DISTRIBUTION 114 SMITH STREET POUGHKEEPSIE, NY 12601
10170991 FORVIS LLP GRACE HARRIS 910 E ST LOUIS STREET SUITE 400 SPRINGFIELD, MO 658062570
10170993 FRANCOTYPOSTALIA INC PO BOX 157 BEDFORD PARK, IL 604990157
10170994 FRANCOTYPPOSTALIA INC DBA FP MAILING SOLUTIONS INC 140 N MITCHELL CT STE 200 ADDISON, IL 601015629
10170998 FRIENDS OF THE PORT WASHINGTON PUBLIC LIBRARY ONE LIBRARY DRIVE PORT WASHINGTON, NY 11050
10170999 FULL COUNT 1555 SE DELAWARE AVENUE SUITE A ANKENY, IA 50021
10171004 GCD NEW YORK LLC ATTN MICHAEL B LANAHAN COCHAIRMAN 225 E JOHN CARPENTER FRWY STE 700 IRVING, TX 75062
10171005 GCD NEW YORK LLC CO MCELREE SMITH PC ATTN RAYMOND SMITH ESQ 600 N PEARL ST STE 1600 DALLAS, TX 752012809
10171006 GDC MEDICAL ELECTRONICS ATTN PRESIDENT 25 SOUTH MALL PLAINVIEW, NY 11803
10171007 GEFEN CPR 26 CLUBSIDE DRIVE WOODMERE, NY 11598
10171008 GENERAL ELECTRIC COMPANY GE APPLIANCES GECS PO BOX 402271 ATLANTA, GA 303842271
10171009 GENESIS SIGNS GRAPHICS 195 CENTRAL AVENUE SUITE G FARMINGDALE, NY 11735
10171011 GENSERVE LLC 100 NEWTOWN ROAD PLAINVIEW, NY 11803
10171016 GLEN FLOORS MICHAEL CAPOBIANCO 30 GLEN STREET GLEN COVE, NY 11542
10171018 GLOBAL ENERGY LLC ATTN PRESIDENT 9525 QUEENS BLVD STE 1001 REGO PARK, NY 113744508
10171019 GLYNNDEVINS INC ATTN VICE PRESIDENT 11230 COLLEGE BLVD OVERLAND PARK, KS 66210
10171020 GMSC NEW YORK LLC ATTN MICHAEL B LANAHAN COCHAIRMAN 225 E JOHN CARPENTER FRWY STE 700 IRVING, TX 75062
10171021 GMSC NEW YORK LLC CO MCELREE SMITH PC ATTN RAYMOND D SMITH ESQ 600 N PEARL ST STE 1600 DALLAS, TX 752012809
10171022 GNXCOR USA INC COURTNEY MCKELLAR PO BOX 935819 ATLANTA, GA 311935819
10171023 GNYHA 555 WEST 57TH STREET 15TH FLOOR NEW YORK, NY 10019
10171024 GOLD COAST INTERNATIONAL FILM FESTIVAL 113 MIDDLE NECK ROAD GREAT NECK, NY 11021
10171026 GOODALL ELECTRIC CORP 1811 STILLWELL AVE GNDFL BROOKLYN, NY 11223
10171028 GOTO TECHNOLOGIES USA INC PO BOX 50264 LOS ANGELES, CA 900740264
10171029 GP SYSTEMS INC PO BOX 371 25 CRANDALL AVE POMPTON LAKES, NJ 07442
10171032 GRAINGER DEPT 878217652 PALATINE, IL 600380001
10171031 GRAINGER INDUSTRIAL SUPPLY CORP ACCOUNTS DEPT 1657 SHERMER RD NORTHBROOK, IL 600625362
10171033 GRANDBRIDGE REAL ESTATE CAPITAL LLC 214 N TRYON ST STE 3400 CHARLOTTE, NC 282022374
10171035 GREASE PRO 40 ZORN BLVD YAPHANK, NY 11980
10171036 GREAT AMERICAN INSURANCE CO SPECIALTY ACCOUNTING PO BOX 89400 CLEVELAND, OH 441016400
10171037 GREAT AMERICAN INSURANCE COMPANY 301 E FOURTH ST CINCINNATI, OH 45202
10171038 GREAT AMERICAN INSURANCE GROUP ADMINISTRATIVE OFFICES 301 E 4TH ST CINCINNATI, OH 452024201
10171039 GREAT NECK ARTS CENTER 113 MIDDLE NECK ROAD GREAT NECK, NY 11021
10171040 GREATER NEW YORK HOSPITAL FOUNDATION INC 555 W 57TH ST NEW YORK, NY 10019
10171042 GREENAN BUSINESS PRODUCTS INC 60 W 38TH ST 4TH FL NEW YORK, NY 10018
10171043 GREENAN BUSINESS PRODUCTS INC TERRY GREENAN 23 NORTH MAIN ST PEARL RIVER, NY 10965
10171044 GREENSTREET 2601 SOUTH BAYSHORE DR STE 1775 MIAMIA, FL 33133
10171045 GROSSMAN MARTIN MD 5115 BEACH CHANNEL DR STE 421 FAR ROCKAWAY, NY 11691
10171046 GROSSMAN MARTIN MD 560 WOODMERE BLVD WOODMERE, NY 11598
10171053 GUARDIAN PO BOX 824404 PHILADELPHIA, PA 191824404
10171048 GUARDIAN EXTERMINATING SERVICE CORP ATTN OPERATIONS MGR 161 AVE OF THE AMERICAS NEW YORK, NY 10013
10171049 GUARDIAN LIFE INSURANCE CO OF AMERICA 10 HUDSON YARDS NEW YORK, NY 10001
10171050 GUARDIAN LIFE INSURANCE CO OF AMERICA 7 HANOVER SQ NEW YORK, NY 10004
10171051 GUARDIAN SECURITY SERVICES INC ATTN CHARLES LOBOSCO SR VP SALES 161 AVE OF THE AMERICAS 4TH FL NEW YORK, NY 10013
10171052 GUARDIAN SERVICE INDUSTRIES INC ATTN CHARLES LOBOSCO SR VP SALES 161 AVE OF THE AMERICAS 4TH FL NEW YORK, NY 10013
10171054 GUILDNET INC ATTN ALAN R MORSE JD PHD PRES 15 W 65TH ST NEW YORK, NY 10023

10171060 HARBOR RIDGE ASSOCIATES LP 610 5TH AVE NEW YORK, NY 10020
10171061 HARBOR VIEW AT PORT WASHINGTON HOME OWNERS ASSOC I 1 HARBOR VIEW DR PORT WASHINGTON, NY 11050
10171065 HARRIS BEACH PLLC ATTN ANDREW KOMAROMI ESQ 333 EARLE OVINGTON BOULEVARD SUITE 901 UNIONDALE, NY 11553
10171067 HCF ALZHEIMERS DAY PROGRAM 999 HERRICKS ROAD ATT PATRICIA FOLEY NEW HYDE PARK, NY 11040
10171068 HD SUPPLY FACILITIES MAINTENANCE LTD SUSAN WILLIAMS EXT PO BOX 509058 SAN DIEGO, CA 921509058
10244233 HD Supply Facilities Maintenance, Ltd P.O Box 509058 San Diego, CA 92150−9058
10171069 HEALTH SERVICES GROUP INC ATTN REGIONAL MANGER 3220 TILLMAN DR STE 300 BENSALEM, PA 19020
10171071 HELP CESSPOOL AND SEWER LLC J MARKS 389 NEW SOUTH ROAD 2B HICKSVILLE, NY 11801
10171073 HERBERT J SIMS COMPANY INC ATTN EXECUTIVE VP 2150 POST RD STE 301 FAIRFIELD, CT 068245669
10171076 HK PROJECT CONSULTING 1403 BONNIE LANE UNIT 110U BAYSIDE, NY 11360
10171077 HOBART SERVICE ITW FOOD EQUIPMENT GROUP LLC PO BOX 2517 CAROL STREAM, IL 601322517
10171078 HOFSTRA UNIVERSITY COUNSELINGMENTAL HEALTH PROF DEPT 1000 HEMPSTEAD TPKE HEMPSTEAD, NY 11549
10171079 HOSPICE CARE NETWORK ATTN MAUREEN HINKLEMAN 99 SUNNYSIDE BLVD WOODBURY, NY 11797
10171080 HOSPICE CARE NETWORK ATTN PRES CEO 5907 175TH PL FRESH MEADOWS, NY 11365
10226363 HOSPICE OF NEW YORK, LLC 30−30 47TH AVENUE SUITE 635 LONG ISLAND CITY, NEW YORK 11101
10171081 HOSPICE OF NY LLC ATTN MICHAEL ROSEN ADMINISTRATOR 3030 47TH AVE LONG ISLAND CITY, NY 11101
10171082 HOSPICE OF NY LLC ATTN MICHAEL ROSEN ADMINISTRATOR 4518 COURT SQ STE 500 LONG ISLAND CITY, NY 11101
10171083 HOTEL TECH INTERNATIONAL 891 A YONGE STREET TORONTO, ON M4W2H2 CANADA
10171084 HR HEALTHCARE 1750 OAK STREET LAKEWOOD, NJ 08701
10171085 HUB INTERNATIONAL NORTHEAST LTD 1065 AVE OF THE AMERICAS 5 BRYANT PARK NEW YORK, NY 10018
10171063 Harbor View at Port Washington Homeowner's Assoc. Inc., C/O David Wollin, President 162 Harbor View Drive Port Washington, NY 11050
10171062 Harbor View at Port Washington Homeowner's Assoc., Inc., Attn: David Goldstein c/o Total Community Management Corp. 2375 Bedford Ave. Bellmore, NY 11710
10177723 Harbor View of Port Washington Home Owners Ruskin Moscou Faltischek P.C. 1425 RXR Plaza Uniondale NY 11556
10231862 Harbor View of Port Washington Home Owners Associa c/o Rivkin Radler LLP 926 RXR Plaza Uniondale, NY 11556
10231881 Harbor View of Port Washington Home Owners Associa c/o Rivkin Radler LLP 926 RXR Plaza Uniondale, NY 11556
10171088 ICON VOICE FRIEND LLC PO BOX 845490 BOSTON, MA 022845490
10171089 ID ZONE 18640 LAKE DRIVE EAST CHANHASSEN, MN 55317
10171091 IMPERIAL BAG PAPER CO LLC LARRY SCHNEIDER 255 ROUTE 1 AND 9 JERSEY CITY, NJ 07306
10171092 INDEPENDENCE MEDICAL PO BOX 635864 CINCINNATI, OH 452635864
10171094 INFINITE ANALYTICS INC 2111136 CENTRE STREET THORNHILL, ON L4J3M8 CANADA
10171095 INFUSION OPTIONS INC ATTN ESTEE ALTMAN CEO 5924 13TH AVE BROOKLYN, NY 11219
10171096 INNOVATIX 555 W 57TH ST 12 FL NEW YORK, NY 10019
10171097 INPATIENT HOSPITALIST SERVICES OF NY PC ATTN CONTRACTING DEPT 4605 LANKERSHIM BLVD STE 617 NORTH HOLLYWOOD, CA 91602
10171098 INSIGHT ENVIRONMENTAL 74 E MAIN ST SUITE 1 PATCHOGUE, NY 11772
10171099 INTEGRATED HEALTH ADMINISTRATIVE SVCS INC ATTN LEONARD TANZER PRESIDENT 141 HALSTEAD AVE STE 302 MAMARONECK, NY 10543
10171100 INTEGRATED HEALTH ADMINISTRATIVE SVCS INC CO HOGAN LOVELLS LLP ATTN JEFFREY SCHNEIDER ESQ 875 THIRD AVE 24TH FL NEW YORK, NY 10022
10171101 INTERCOUNTY HFA POBOX 484 ST JAMES, NY 11780
10171102 INTERNAL REVENUE SERVICE CENTRALIZED INSOLVENCY OPERATION 2970 MARKET ST MAIL STOP 5 Q30 133 PHILADELPHIA, PA 19255
10171103 INTERNAL REVENUE SERVICE CENTRALIZED INSOLVENCY OPERATION PO BOX 7346 PHILADELPHIA, PA 191017346
10171104 INVESCO ADVISERS TWO PEACHTREE POINTE 1555 PEACHTREE STREET NE STE 1800 ATLANTA, GA 30309
10171106 IRON MOUNTAIN INFO MANAGEMENT LLC 1 FEDERAL STREET BOSTON, MA 02110
10171108 ISLAND AUTOMATED GATE CO 125 WEST HILLS ROAD HUNTINGTON STATION, NY 11746
10171109 ISLANDAIRE 500 MIDDLE COUNTRY ROAD ST JAMES, NY 11780
10171112 JACKSON LEWIS LLP PO BOX 416019 BOSTON, MA 022416019
10171119 JANE HALLALSTON NP IN ADULT HEALTH 24120 NORTHERN BLVD 2B DOUGLASTON, NY 11363

10171120 JANPRO DEVELOPMENT OF LONG ISLAND LOUIS BASTONE 400 BROADHOLLOW ROAD SUITE 3 FARMINGDALE, NY 11735
10171121 JANPRO OF GREATER NY 51 CHARLES ST STE 201 MINEOLA, NY 11501
10171124 JEFF HARRIS AND ASSOCIATES 202 CENTREPORT DRIVE SUITE 100 GREENSBORO, NC 27409
10171131 JERRY LASKIN ENTERPRISES INC 30 MONROE STREET PORT WASHINGTON, NY 11050
10171137 JOHNSON CONTROLS INC ATTN SERVICE ACCT REPRESENTATIVE 6 AERIAL WAY SYOSSET, NY 11791
10171138 JOHNSON CONTROLS INC PO BOX 730068 DALLAS, TX 75373
10171139 JOHNSON FINANCIAL GROUP WEALLTH OPERATIONS 525 JUCTION RD STE 2000 MADISON, WI 53717
10171140 JOKESERCISE INC HOWARD NEWMAN 20417 HILLSIDE AVESTE 324 HOLLIS, NY 11423
10171141 JOSE A TEJEDA LITIGATION CO DAVIDOFF LAW PC 10818 QUEENS BLVD FOREST HILLS, NY 11375
10226364 JOSE A. TEJEDA C/O JOSEPH KIM, ESQ SUITE 404 108−18 QUEENS BLVD FOREST HILLS, NEW YORK 11375
10435701 Jeremy R. Johnson POLSINELLI PC 600 Third Avenue, 42nd Floor New York, NY 10016
10190618 Joan B. Simon, Administrator of the Estate of Pauline Blum a/k/a Pauline Luban Blum Windels Marx Lane & Mittendorf, LLP 156 West 56th Street New York, New York 10019
10184115 Jose A. Tejeda By Davidoff Law , P.C. 108−18 Queens Blvd., Suite #404 Forest Hills, NY 11375
10184205 Jose A. Tejeda Davidoff Law, P.C. Mark Peter Getzoni, Esq. 108−18 Queens, Blvd, Suite #404 Forest Hills, NY 11375
10171153 KAM CHIU CONSULTING ENGINEER PC 3 THOMAS CT SCARSDALE, NY 10583
10171154 KAMIKAZE FITNESS INC 38 GEORGE ST MANHASSET, NY 11030
10171155 KARCHER NORTH AMERICA DEPT CH 19244 PALANTINE, IL 600559244
10171166 KNOWLEDGE UNLIMITED INC PO BOX 52 MADISON, WI 537010052
10171170 KURTZMAN CARSON CONSULTANTS LLC ATTN DRAKE D FOSTER 2335 ALASKA AVE EL SEGUNDO, CA 90245
10171171 KURTZMAN CARSON CONSULTANTS LLC DEPT CH 16639 PALATINE, IL 600556639
10176662 Klein Family 2008 Irrevocable Trust 446 East Meadow Ave. #153 East Meadow, NY 11554 ,
10229222 Kong Capital LLC Levenfeld Pearlstein, LLC 120 S. Riverside Plaza, Suite 1800 Chicago, Illinois 60606
10171172 L I SCRIPT LLC ATTN MICHAEL SHAMALOV 333 CROSSWAYS PARK DR WOODBURY, NY 11797
10171174 LAMORE DELLA MUSIC INC 736 WEST 187TH STREET 304 NEW YORK, NY 10033
10171176 LANE ASSOCIATES 3916 LONG BEACH ROAD ISLAND PARK, NY 11558
10171177 LANE GORMAN TRUBITT PLLC 2626 HOWELL ST STE 700 DALLAS, TX 75204
10171179 LAWRENCE MECHANICAL PC ATTN LAWRENCE DEVITO PRINCIPAL 280 ELM ST NEW CANAAN, CT 06840
10171180 LEADINGAGE NEW YORK 13 BRITISH AMERICAN BLVD SUITE 2 LATHAM, NY 121101431
10171181 LEADINGAGE NY PROCARE LLC ATTN DIRECTOR 13 BRITISH AMERICAN BLVD LATHAM, NY 12110
10171185 LI SCRIPT LLC 333 CROSSWAY PARK DR WOODBURY, NY 11797
10171186 LI SWIMMING POOL SERVICES INC 1630 2 OCEAN AVENUE BOHEMIA, NY 11716
10171187 LIGHTHOUSE SHOWER DOORS INC DOUG PO BOX 569 LYNBROOK, NY 11563
10171188 LINCOLN FINANCIAL GROUP 1300 S CLINTON ST STE 500 FORT WAYNE, IN 46802
10171194 LOCAL LINK INTERNET LLC ATTN PRINCIPAL PO BOX 84 GREENLAND, NH 03840
10171195 LOEB TROPER LLP ATTN DIR CLINICAL CONSULTING SERVICES 655 3RD AVE 17TH FL NEW YORK, NY 10017
10171196 LOGMEIN USA INC PO BOX 50264 LOS ANGELES, CA 900740264
10171198 LONG ISLAND UNIVERSITY TILLES CENTER BOX OFFICE 720 NORTHERN BLVD BROOKVILLE, NY 11548
10171203 LTC CONSULTING SERVICES LLC ATTN DIR OF OPERATIONS 7 RANDOLPH RD HOWELL, NJ 07731
10171207 LUND FIRE PRODUCTS CO INC 4033 215TH PLACE BAYSIDE, NY 11361
10171208 LUXINTEC INC 31 DEER PARK ROAD KINGS POINT, NY 11204
10187016 Life Care Services Communities LLC c/o Sidley Austin LLP 787 Seventh Avenue New York, NY 10019 Attn: Thomas Califano & William Curtin
10198363 Lon J. Seidman, Esq. ls@lhmlawfirm.com LaMonica Herbst & Maniscalco, LLP 3305 Jerusalem Avenue, Suite 201 Wantagh, New York 11793 (516) 826−6500
10171210 MACQUARIE INVESTMENT MANAGEMENT 100 INDEPENDENCE 610 MARKET STREET PHILADELPHIA, PA 19106
10171212 MANGO SIGNS LLC 501 1ST AVENUE N SUITE 901 ST PETERSBURG, FL 33701
10171213 MANHATTAN ALLIED NETWORK CORP 244 5TH AVE STE J276 NEW YORK, NY 10001
10171214 MANPOWERGROUP US INC 100 MANPOWER PL MILWAUKEE, WI 53212
10171226 MARTIN A GROSSMAN MD PC 560 WOODMERE BLVD WOODMERE, NY 11598
10226365 MARY TOMASINO C/O WHITE, CIRRITO, NALLY & LYNCH LLP 64 HILTON AVE HEMPSTEAD, NEW YORK 11550
10171229 MATRIXCARE BIN 32 PO BOX 1414 MINNEAPOLIS, MN 554801414
10171228 MATRIXCARE INC ATTN EVPFACILITIES DIVISION 1550 AMERICAN BVD E BLOOMINGTON, MN 55425
10171232 MBS LTD PO BOX 844608 BOSTON, MA 022844608
10171235 MCS2 LLC DBA BLUE ORANGE COMPLIANCE 2500 FARMERS DR STE 200 COLUMBUS, OH 43235

10171236 MED APPAREL SERVICES INC 401 SOUTH MACQUESTEN PARKWAY MT VERNON, NY 10550
10171237 MED NET COMPLIANCE LLC 196 PRINCETONHIGHSTOWN ROAD BLDG 1A SUITE 1A WEST WINDSOR, NJ 08550
10171238 MEDFORD COMPOUNDING SPECIALTY PHARMACY LLC DBA MEDFORD CHEMISTS ATTN OFFICER 2608 RTE 112 MEDFORD, NY 11763
10171240 MEDLINE INDUSTRIES INC MICHAEL KOZIARZ BOX 382075 PITTSBURGH, PA 152518075
10171241 MEDNET COMPLIANCE LLC ATTN SCD LNHA 196 PRINCETON HIGHTSTOWN RD BLDG 1 STE 1A WEST WINDSOR, NJ 08550
10171242 MEDPART 3052 BRIGHTON 1ST ST 502 BROOKLYN, NY 11235
10171243 MEDPRO NATIONAL FIRE AND MARINE INS CO 5814 REED ROAD FORT WAYNE, IN 46835
10171244 MEMIC INDEMNITY CO 261 COMMERCIAL ST PORTLAND, ME 04101
10171245 MEMIC INDEMNITY CO PO BOX 11409 PORTLAND, ME 04104
10171246 MERIT RESOURCES INC 4165 120TH ST DES MOINES, IA 50323
10171247 MERIT SENIOR LIVING ATTN PRESIDENT 4410 114TH ST DES MOINES, IA 50322
10171249 METROPOLITAN JEWISH HOME CARE INC DBA MJHS HOSPICE PALLIATIVE CARE OF GRE ATTN GENERAL COUNSEL 6323 7TH AVE BROOKLYN, NY 11220
10226366 METROPOLITAN JEWISH HOME CARE, INC. D/B/A MJHS HOSPICE AND PALLIATIVE CARE O 440 NINTH AVENUE 14TH FLOOR NEW YORK, NEW YORK 10001
10171254 MICROSOFT CORPORATION PO BOX 842103 DALLAS, TX 752842103
10171257 MILCON CONSTRUCTION CORP ATTN PROJECT ESTIMATOR 142 DALE ST WEST BABYLON, NY 11704
10171259 MINTZ LEVIN COHN FERRIS GLOVSKY POPEO ATTN DANIEL S BLECK ESQ ONE FINANCIAL CENTER PO BOX 4539 BOSTON, MA 02111
10171260 MINUTEMAN PRESS 437 PORT WASHINGTON BLVD PORT WASHINGTON, NY 11050
10171262 MMSOFT DESIGN LTD 69 TRINITY ST DUBLIN 2 DUBLIN D02 EY47 IRELAND
10171264 MOBILE HEALTH 229 WEST 36TH STREET 10TH FLOOR NEW YORK, NY 10018
10171263 MOBILE HEALTH MEDICAL SERVICES PC ATTN TROY CASSEL COO 229 W 36TH ST 9TH FL NEW YORK, NY 10018
10171266 MOJO STUMER ASSOCIATES ARCHITECTS PC ATTN MARK D STUMER AIA 14 PLZ RD GREENVALE, NY 11548
10171267 MOLLOY COLLEGE ATTN SPECIAL PROJECTS COORDINATOR MUSIC 1000 HEMPSTEAD AVE ROCKVILLE CENTRE, NY 11570
10171268 MONARCH PLUMBING HEATING LLC 1379 WHIT PLAINS ROAD BRONX, NY 10462
10171270 MOOD MEDIA PO BOX 71070 CHARLOTTE, NC 282721070
10171274 MORITT HOCK HAMROFF LLP 400 GARDEN CITY PLAZA GARDEN CITY, NY 11530
10171276 MOTION PICTURE LICENSING CORPORATION MPLC PO BOX 80144 CITY OF INDUSTRY, CA 917168144
10171277 MOUNT SINAI DOCTORS PO BOX 28785 NEW YORK, NY 10087
10171278 MOVING ON LLC 7 MARGARET STREET GLEN COVE, NY 11542
10179161 Margaret A. Dildilian c/o Stuart P. Gelberg, Esq. 125 Turkey Lane Cold Spring Harbor, NY 11724
10183171 Mary Garrett c/o Tarter Krinsky & Drogin LLP 1350 Broadway, 11th Floor New York, NY 10018 Attn: Robert A. Wolf, Esq.
10226891 Michel Sherman, as Executor of the Will of Claude c/o Rivkin Radler LLP 926 RXR Plaza Uniondale, NY 11556
10226896 Michel Sherman, as Executor of the Will of Claude c/o Rivkin Radler LLP 926 RXR Plaza Uniondale, NY 11556
10226367 NANCY SAKAS C/O LEE E. RIGER 666 OLD COUNTRY ROAD, SUITE 810 GARDEN CITY, NEW YORK 11530
10171284 NASSAU COUNTY DEPARTMENT OF HEALTH 200 COUNTY SEAT DRIVE MINEOLA, NY 11501
10171285 NASSAU COUNTY DEPT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD SUITE 160 UNIONDALE, NY 115533686
10171286 NASSAU COUNTY FIRE MARSHALL NASSAU COUNTY PUBLIC SAFETY CENTER 1194 PROSPECT AVE WESTBURY, NY 11590
10226368 NASSAU COUNTY INDUSTRIAL DEVELOPMENT AGENCY 1 WEST ST MINEOLA, NEW YORK 11501
10171287 NASSAU COUNTY INDUSTRIAL DEVELOPMT AGY 1 WEST STREET 4TH FLOOR MINEOLA, NY 11501
10171288 NASSAU COUNTY INDUSTRIAL DEVELOPMT AGY ATTN EXEC DIR 1550 FRANKLIN AVE STE 235 MINEOLA, NY 11501
10171289 NASSAU COUNTY INDUSTRIAL DEVELOPMT AGY CO HARRIS BEACH PLLC ATTN ANDREW D KOMAROMI 333 EARLE OVINGTON BLVD STE 901 UNIONDALE, NY 11553
10171290 NASSAU COUNTY INDUSTRIAL DEVELOPMT AGY CO PHILLIPS LYTLE LLP ATTN MILAN K TYLER ESQ 1350 FRANKLIN AVE STE 200 MINEOLA, NY 11501
10171291 NASSAU COUNTY INDUSTRIAL DEVELOPMT AGY DOCENT COMMUNITY OUTREACH PROG ONE MUSEUM DRIVE ROSLYN HARBOR, NY 11576
10171292 NASSAU COUNTY NY OFFICE OF THE COUNTY EXECUTIVE 1550 FRANKLIN AVE MINEOLA, NY 11501
10171293 NASSAU COUNTY NY PHOTO ENFORCEMENT DIVISION 998 EAST OLD COUNTRY ROAD PLAINVIEW, NY 11803
10171294 NASSAU COUNTY TAX OFFICE ATTN CHARLES BERMAN RECEIVER OF TAXES 200 PLANDOME ROAD MANHASSET, NY 11030
10171297 NATIONAL ARCHIVES INC 605 LOCUST ST GARDEN CITY, NY 11530

10171298 NATIONAL AUDITING SERVICES CONSULTING 500 PURDY HILL ROAD SUITE 4 MONROE, CT 06468
10171299 NATIONAL DESIGN MUSEUM VISITORS SVS AT COOPERHEWITT 2 EAST 91ST STREET NEW YORK, NY 10128
10171300 NATIONAL GRID 40 SYLVAN RD WALTHAM, MA 024511120
10171301 NATIONAL GRID PO BOX 371382 PITTSBURGH, PA 15250
10171302 NATIONAL WASTE SERVICES LLC 1 JEM COURT BAY SHORE, NY 11706
10171303 NATIONAL WASTE SERVICES LLC 1863 HARRISON AVE BAY SHORE, NY 11706
10171304 NATIONALGRID 175 E OLD COUNTRY RD HICKSVILLE, NY 11801
10171309 NETWORK FOR GOOD INC 1140 CONNECTICUT AVE NW STE 700 WASHINGTON, DC 20036
10171310 NETWORK FOR GOOD INC PO BOX 92003 LAS VEGAS, NV 891932003
10171311 NEVILLE FLEET SERVICE ROBERT RADECKI JR 37 DENTON AVENUE NEW HYDE PARK, NY 11040
10171312 NEW YORK COMMUNITY BANK ATTN BORIS GADOL 102 DUFFY AVENUE HICKSVILLE, NY 11801
10171313 NEW YORK COMMUNITY BANK ATTN JOHN FENNELL 615 MERRICK AVE WESTBURY, NY 11590
10171314 NEW YORK STATE ATTORNEY GENERAL ATTN LETITIA JAMES EGONZALEZ ELYNCH 28 LIBERTY STREET NEW YORK, NY 10005
10226369 NEW YORK STATE CATHOLIC HEALTH PLAN, INC., DBA FIDELIS CARE NEW YORK 95−25 QUEENS BLVD REGO PARK, NEW YORK 11374
10171315 NEW YORK STATE CORPORATION TAX CORPV BLDG 9 WA HARRIMAN CAMPUS ALBANY, NY 12227
10171316 NEW YORK STATE CORPORATION TAX CORPV PO BOX 15163 ALBANY, NY 12212
10171326 NEW YORK STATE DEPARTMENT OF FINANCIAL SERVICES ONE STATE STREET 11TH FLOOR NEW YORK, NY 10004
10171317 NEW YORK STATE DEPARTMENT OF FINANCE CHURCH STREET STATION PO BOX 3640 NEW YORK, NY 10008
10171318 NEW YORK STATE DEPARTMENT OF FINANCE CORRESPONDENCE UNIT ONE CENTRE ST 22ND FL NEW YORK, NY 10007
10171319 NEW YORK STATE DEPARTMENT OF HEALTH ATTENTION LICENSURE UNIT 875 CENTRAL AVENUE ALBANY, NY 12206
10171320 NEW YORK STATE DEPARTMENT OF HEALTH EMPIRE STATE PLAZA CORNING TOWER ALBANY, NY 12237
10171321 NEW YORK STATE DEPARTMENT OF HEALTH LICENSING UNIT RIVERVIEW CENTER 150 BROADWAY ALBANY, NY 12204
10171322 NEW YORK STATE DEPARTMENT OF HEALTH MICHAEL HEERAN ROOM 1805 CORNING TOWER ESP ALBANY, NY 12237
10171323 NEW YORK STATE DEPARTMENT OF HEALTH TRACY HENNIGE ROOM 2435 CORNING TOWER ESP ALBANY, NY 12237
10171324 NEW YORK STATE DEPARTMENT OF HEALTH WADSWORTH CENTER PO BOX 509 ALBANY, NY 12201
10171325 NEW YORK STATE DEPARTMENT OF LABOR PO BOX 15122 ALBANY, NY 122125122
10171327 NEW YORK STATE LIQUOR AUTHORITY 80 S SWAN ST STE 900 ALBANY, NY 12210
10171328 NEW YORK STATE LIQUOR AUTHORITY MT BANK LOCKBOX PO BOX 8000DEPT 930 BUFFALO, NY 14267
10171337 NORTH SHORE HISTORICAL MUSEUM 140 GLEN STREET GLEN COVE, NY 115420217
10171338 NORTH SHORE LIJ MEDICAL PO BOX 5051 NEW YORK, NY 10087
10171339 NORTH SHORE POPS INC PO BOX 52 GLEN COVE, NY 11542
10171340 NORTH SHORE UNIVERSITY HOSPITAL PO BOX 950007420 PHILADELPHIA, PA 191957420
10171341 NORTH SHORELONG ISLAND JEWISH HEALTH SYSTEM INC 145 COMMUNITY DR GREAT NECK, NY 11021
10171342 NORTHWELL HEALTH LABORATORIES PO BOX 417855 BOSTON, MA 022417855
10171344 NY ELECTRICAL CORP 7009 65TH PLACE GLENDALE, NY 11385
10171345 NY STATE DEPARTMENT FINANCIAL SERVICES CO ERGYS SHANAJ 1 STATE STREET 11TH FLOOR NEW YORK, NY 10004
10171346 NY STATE DEPARTMENT OF MOTOR VEHICLES REGULATION RENEWAL CENTER 207 GENESEE STREET SUITE 6 UTICA, NY 13501
10171347 NY STATE DEPT OF HEALTH OFFICE OF HEALTH INSURANCE PROGRAMS HFAF CORNING TOWER EMPIRE STATE PLAZA ALBANY, NY 12237
10171348 NY STATE DEPT OF HEALTH OFFICE OF HEALTH INSURANCE PROGRAMS HFAF OFFICE OF POOL ADMINISTRATION PO BOX 4757 SYRACUSE, NY 13221
10171349 NYS CATHOLIC HEALTH PLAN INC DBA FIDELIS LEGACY PLAN ATTN CEO 31 BRITISH AMERICAN BLVD LATHAM, NY 12110
10171350 NYS CHARITIES BUREAU CHAR 500 NYS CHARITIES BUREAU 50 BROADWAY STE 803 NEW YORK, NY 10004
10171351 NYS DEPARTMENT OF LABOR UNEMPLOYMENT INSURA PO BOX 15122 ALBANY, NY 122125122
10171352 NYS DEPARTMENT OF TAXATION AND FINANCE DIVISION OF THE TREASURY BLDG 9 WA HARRIMAN CAMPUS ALBANY, NY 12227
10171353 NYS DEPARTMENT OF TAXATION AND FINANCE DIVISION OF THE TREASURY PO BOX 22119 ALBANY, NY 12201
10171354 NYS DEPARTMENT OF TAXATION AND FINANCE HARRIMAN CAMPUS RD ALBANY, NY 12227
10171355 NYS DIVISION OF THE BUDGET STATE CAPITOL BUILDING ALBANY, NY 12210
10171356 NYS LIQUOR AUTHORITY 163 W 125TH ST 733 NEW YORK, NY 10027

10171357 NYS MEDICAID INSPECTOR GENERALS OFFICE 800 NORTH PEARL STREET ALBANY, NY 12204
10171358 NYS WORKERS COMPENSATION BOARD 328 STATE STREET SCHENECTADY, NY 123052318
10173926 Nancy Sakas Rosenberg Fortuna & Laitman, LLP 666 Old Country Road, Suite 810 Garden City, New York 11530
10173604 Nancy Sakas c/o Lee E. Riger, Esq. Rosenberg Fortuna & Laitman, LLP 666 Old Country Road, Suite 810 Garden City, NY 11530
10173438 Nassau County Industrial Development Agency c/o Harris Beach Attn: Lee E. Woodard and Brian D. Roy 333 W. Washington Street, Suite 200 Syracuse, New York 13202
10265219 Nassau County Industrial Development Agency c/o Harris Beach PLLC Attn: Brian D. Roy, Esq. 333 W. Washington St., Suite 200 Syracuse, New York 13202
10173924 New England Life Plan Communities Corp. Squire Patton Boggs (US) LLP 201 E. Fourth Street, Suite 1900 Cincinnati, OH 45202
10172559 New England Life Plan Communities Corp. c/o Christopher J. Giaimo, Esq. Squire Patton Boggs (US) LLP 2550 M Street, NW Washington, DC 20037
10173531 New England Life Plan Communities Corp. c/o Stephen D. Lerner Squire Patton Boggs (US) LLP 201 E. Fourth Street, Suite 1900 Cincinnati, OH 45202
10171359 OBENA SUPPLY CO 3118 38TH AVENUE LONG ISLAND CITY, NY 11101
10171360 OCEAN SIDE INSTITUTIONAL INDUSTRIAL INC 2525 LONG BEACH RD OCEANSIDE, NY 11572
10171361 OCONNOR DAVIES LLP 500 MAMARONECK AVENUE SUITE 301 HARRISON, NY 10528
10171362 OCS CHEMICAL ENGINEERING PO BOX 608 PUTNAM VALLEY, NY 10579
10171363 ODYSSEY GROUP THE 300 FIRST STAMFORD PL STAMFORD, CT 06902
10171364 OFFICE OF THE PUBLIC ADMINISTRATOR 240 OLD COUNTRY ROAD SUITE 603 MINEOLA, NY 11501
10171365 OFFICE OF THE US TRUSTEE EASTERN DISTRICT OF NY ALEXANDER HAMILTON CUSTOM HOUSE ONE BOWLING GREEN ROOM 510 NEW YORK, NY 100041408
10171370 ONE WORLD FACILITIES SERVICES INC 1633 WEST 9TH STREET BR BROOKLYN, NY 11213
10171371 OPEN SYSTEMS METRO 258 ROUTE 117 BYPASS RD BEDFORD HILLS, NY 10507
10171372 OPTIMUM JUANITA MCKENZIE CABLEVISION PO BOX 70340 PHILADELPHIA, PA 191760340
10171375 ORKIN EXTERMINATING COMPANY INC 2170 PIEDMONT ROAD ATLANTA, GA 303244135
10171376 ORTHOPAEDIC ASSOCIATES OF MANHASSET PO BOX 21729 NEW YORK, NY 10087
10171380 OTIS ELEVATOR COMPANY ATTN BRANCH SALES MANAGER 65 FAIRCHILD AVE PLAINVIEW, NY 11803
10171381 OTIS ELEVATOR COMPANY KATHERINE LAHRMAN PO BOX 13716 NEWARK, NJ 071880716
10171382 OTTERBOURG PC ATTN MELANIE CYGANOWSKI JAMES DREW JENNIFER FEENEY 230 PARK AVENUE NEW YORK, NY 10169
10180914 Official Committee of Unsecured Creditors Cooley LLP 110 N Wacker Dr, Ste 4200 Chicago, IL 60606 Attn: E. Walker, S. Rabuck
10180915 Official Committee of Unsecured Creditors Cooley LLP 55 Hudson Yards New York, NY 10001 Attn: P. Springer
10171385 PACIFIC INVESTMENT MANAGEMENT 650 NEWPORT CENTER DRIVE NEWPORT BEACH, CA 92660
10171387 PATIENT CARE ASSOCIATES INC ATTN LEONARD TANZER PRESIDENT 141 HALSTEAD AVE STE 302 MAMARONECK, NY 10543
10171388 PATIENT CARE ASSOCIATES INC CO HOGAN LOVELLS LLP ATTN JEFFREY SCHNEIDER ESQ 875 THIRD AVE 24TH FL NEW YORK, NY 10022
10171391 PATTI JOHNSTON DESIGNS 35 SEA SPRAY DR CENTERPORT, NY 11721
10171394 PAYLESS ENTERPRISES INC DBA ACCESS CAREERS 1930 VETERANS HWY STE 10 ISLANDIA, NY 11749
10171395 PAYLESS ENTERPRISES INC DBA ACCESS CAREERS 474 FULTON AVE STE 201 HEMPSTEAD, NY 11550
10171398 PERKINS EASTMAN ARCHITECTS PC 115 5TH AVENUE NEW YORK, NY 10003
10171401 PEST MAXX ENVIRONMENTAL SERVICE 662 CORRELL AVE STATEN ISLAND, NY 10309
10171400 PEST MAXX ENVIRONMENTAL SERVICE LLC 662 CORRELL AVENUE STATEN ISLAND, NY 10309
10171403 PHARMQUEST 53 HANOVER AVENUE STATEN ISLAND, NY 10309
10171404 PHILADELPHIA INSURANCE COMPANIES PO BOX 70251 PHILADELPHIA, PA 191760251
10171409 PKF OCONNOR DAVIES LLP ATTN PARTNER 500 MAMARONECK AVE HARRISON, NY 10528
10171410 PLESSERS APPLIANCE 235A LITTLE EAST NECK ROAD BABYLON, NY 11702
10171413 POINTCLICKCARE 6975 CREDITVIEW RD MISSISSAUGA, ON L5N 8E9 CANADA
10171411 POINTCLICKCARE TECHNOLOGIES INC 5570 EXPLORER DR MISSISSAUGA, ON L4S 0C4 CANADA
10171412 POINTCLICKCARE TECHNOLOGIES INC PO BOX 674802 DETROIT, MI 482674802
10171416 POOL SPA MAINTENANCE LLC MARLON GUEVARA 1925 LINDEN STREET 3R RIDGEWOOD, NY 11385
10171417 PORT WASHINGTON CHAMBER OF COMMERCE PO BOX 121 PORT WASHINGTON, NY 11050
10171418 PORT WASHINGTON PBA PO BOX 14 PORT WASHINGTON, NY 11050

10171419 PORT WASHINGTON WATER DISTRICT 38 SANDY HOLLOW RD PORT WASHINGTON, NY 11050
10171420 POST MASTER PORT WASHINGTON POST MASTER PORT WASHINGTON 11051 PORT WASHINGTON BLVD PORT WASHINGTON, NY 11050
10171421 PRECISION HEALTH INC ATTN PRESIDENT 236 RICHMOND VALLEY RD STATEN ISLAND, NY 10309
10171422 PREMIER INC 13034 BALLANTYNE CORPORATE PLACE CHARLOTTE, NY 28277
10171423 PRIME PETROLEUM 9 MURRAY STREET FARMINGDALE, NY 11735
10171424 PRIMEPAY LLC ATTN CLIENT SERVICES 1487 DUNWOODY DR WEST CHASTER, PA 19380
10171425 PRINCIPAL STREET PARTNERS 949 S SHADY GROVE RD SUITE 402 MEMPHIS, TN 38120
10171426 PRO PUMP CORP 707 WOODFIELD ROAD WEST HEMPSTEAD, NY 11552
10171427 PROFORMA POBOX 640814 CINCINNATI, OH 452640814
10171428 PROHEALTH CARE ASSOCLLP 2800 MRCUS AVENUE LAKE SUCCESS, NY 110421008
10171429 PROMED STAFFING RESOURCES ATTN PRESIDENT 16 W 36TH ST NEW YORK, NY 10018
10171430 PROMED STAFFING RESOURCES PO BOX 610028 DALLAS, TX 752610028
10171431 PROMED STAFFING RESOURCES UNITED CAPITAL FUNDING GRP LLC PO BOX 31246 TAMPA, FL 336313246
10171432 PROMETRIC NY NURSE AIDE REGISTRY RECERTI 7941 CORPORATE DRIVE NOTTINGHAM, MD 21236
10171433 PROTEK SERVICES OF NY LLC HELEN STAFFIERI 245 NEW TOWN ROAD SUITE 101 PLAINVIEW, NY 11803
10174799 PSEG LI 15 Park Drive Special Collections Melville, NY 11747−15
10171434 PSEG LONG ISLAND 333 EARLE OVINGTON BLVD STE 403 UNIONDALE, NY 115533645
10171435 PSEG LONG ISLAND PO BOX 9039 HICKSVILLE, NY 118029039
10171437 PYRAMID AIR CONDITIONING INC 90 E JEFRYN BLVD DEER PARK, NY 11729
10331523 Patricia M. O'Kane & Richard G. Furlong Jr. Certilman Balin Adler & Hyman LLP 90 Merrick Avenue, 9th Floor East Meadow, New York 11554
10330913 Patricia M. O'Kane and Richard G. Furlong, Jr, as c/o Certilman Balin Adler & Hyman, LLP 90 Merrick Avenue, 9th Floor East Meadow, New York 11554
10171438 QUENCH USA INC PO BOX 781393 PHILADELPHIA, PA 191781393
10171440 RAGGLE SOLUTIONS 20 PLAZA ST B11 BROOKLYN, NY 11238
10171441 RAINBOW INTL RESTORATIONCLEANING OF LI 4835 VETERANS HWY UNIT B HOLBROOK, NY 11741
10171446 RBC CAPITAL MARKETS LLC ATTN MANAGING DIR 300 FOUR FALLS CORP CTR STE 760 300 CONSHOHOCKEN STATE RD W CONSHOHOCKEN, PA 19428
10171447 REGENCY LIGHTING REGENCY ENTERPRISES INC PO BOX 8576 PASADENA, CA 911098576
10171449 RELIAS LEARNING LLC PO BOX 74008620 CHICAGO, IL 606748620
10172105 RETIRING BY DESIGN INC DBA SOLUTIONS ADVISORS 12425 28TH ST N STE 100 ST PETERSBURG, FL 33716
10172106 RGA SECURITY SYSTEMS INC PO BOX 1044 HERNANDO, FL 34442
10172110 RICHMAR CONTROLS SERVICE SOMPANY INC 851 MCLEAN AVE YONKERS, NY 10704
10172113 RN EXPRESS STAFFING REGISTRY LLC ATTN ADMINISTRATOR 71 W 23RD ST STE 1622 NEW YORK, NY 10010
10172120 ROGUE PRODUCTIONS INC 9419 66TH AVE 4D REGO PARK, NY 11374
10172123 RONCO 194 BRADY AVE HAWTHORNE, NY 10532
10172122 RONCO SPECIALIZED SYSTEM INC 84 GRAND ISLAND BLVD TONAWANDA, NY 14150
10172129 RSUI INDEMNITY COMPANY 945 EAST PACES FERRY ROAD NE SUITE 1800 ATLANTA, GA 30326
10233440 Robert Tischler ABRAMS FENSTERMAN, LLP 2280 East Avenue, 1st Floor Rochester, New York 14610
10233399 Robert Tischler Abrams Fensterman, LLP Maureen T. Bass, Esq. 2280 East Avenue, 1st Floor Rochester, New York 14610 Tel.: (585) 218−9999
10177245 Rocco Totino Executor of the Estate of Ko Ushiyama Windels Marx Lane & Mittendorf, LLP 156 West 56th Street New York, New York 10019
10182321 Rocco Totino, Executor of the Estate of Ko Ushiyama & Executor of the Estate of Mariko Ushiyama Windels Marx Lane & Mittendorf,LLP 156 West 56th Street New York, New York 10019
10172132 S F FALCONER FREDERICK FALCONER 8 S MARYLAND AVE PORT WASHINGTON, NY 11050
10172133 S TIEGER PLUMBING CO INC 461 W 261 STREET BRONX, NY 10471
10172145 SENIOR SALON SERVICES LLC ATTN CFO 3 EVES DR STE 305 MARLTON, NJ 08053
10172153 SHOWTIME NETWORKS INC 980 HAMMOND DR STE 725 ATLANTA, GA 30328
10172154 SHREDIT USA INC ATTN SALES EXECUTIVE 15 CHARLOTTE AVE HICKSVILLE, NY 11801
10172155 SHREDIT USA LLC 28883 NETWORK PLACE CHICAGO, IL 606731288
10172158 SID JACOBSON JCC LINA ZERBARINI 300 FOREST DRIVE EAST HILLS, NY 11548
10172159 SIDHAL INDUSTRIES LLC STEVEN RUBINSTEIN 176 FRONT STREET HEMPSTEAD, NY 11550
10172160 SIDLEY AUSTIN LLP 787 SEVENTH AVENUE NEW YORK, NY 10019
10172161 SIDNEY B BOWNE SON LLP 235 E JERICHO TURNPIKE MINEOLA, NY 11501
10172162 SIGNARAMA HICKSVILLE 48534 SOUTH BROADWAY HICKSVILLE, NY 11801
10172165 SING AND SWAY LLC 27 HOLLYWOOD BOULEVARD SOUTH FORKED RIVER, NJ 08731

10172167 SITE DESIGN CONSULTANTS 251F UNDERHILL AVENUE YORKTOWN HEIGHTS, NY 10598
10172168 SKYETECH SECURITY 11105 205TH STREET SAINT ALBANS, NY 11412
10172172 SODEXO INC AFFILIATES PO BOX 360170 PITTSBURGH, PA 152516170
10172173 SODEXO OPERATIONS LLC ATTN JOSEPH P CUTICELLI CEO 6145 PARK SQ DR UNIT 16 LORAIN, OH 44053
10172174 SODEXO OPERATIONS LLC ATTN LAW DEPT 9801 WASHINGTON BLVD GAITHERSBURT, MD 20878
10172176 SOLID CITY INSPECTIONS 354 LATHAM ROAD MINEOLA, NY 11501
10172177 SOLUTIONS ADVISORS 12425 28TH STREET N SUITE 100 ST PETERSBURG, FL 33716
10172178 SOLUTIONS VALET PARKING INC ATTN PRESIDENT 100 BAKER CT STE 34 ISLAND PARK, NY 11558
10172179 SONOGRAPHIC IMAGING INC ATTN LEONARD TANZER PRESIDENT 141 HALSTEAD AVE STE 302 MAMARONECK, NY 10543
10172180 SONOGRAPHIC IMAGING INC CO HOGAN LOVELLS LLP ATTN JEFFREY SCHNEIDER ESQ 875 THIRD AVE 24TH FL NEW YORK, NY 10022
10172181 SOSAS PRODUCTIONS INC DEBRA TOSCANO 19302 39TH AVE FLUSHING, NY 11358
10172183 SOUTHERN GLAZERS OF NY METRO PO BOX 3143 HICKSVILLE, NY 11802
10172184 SPA AND EQUIPMENT 10464 ILEX AVENUE PACOIMA, CA 91331
10172186 SQUEAKY CLEAN MUSIC CORP ATTN GLENN PAUL MANION PO BOX 3453 NEW HYDE PARK, NY 11040
10172187 SS WORLDWIDE PO BOX 845825 BOSTON, MA 022845825
10172188 ST FRANCIS CARDIAC PREVENTION PO BOX 950006630 PHILADELPHIA, PA 191956630
10172189 ST FRANCIS HOSPITAL PO BOX 950006560 PHILADELPHIA, PA 19195
10172191 STADION MONEY MANAGEMENT INC 1061 CLIFF DAWSON RD WATKINSVILLE, GA 30677
10172193 STANLEY HEALTHCARE DEPT CH10504 PALATINE, IL 600550504
10172194 STAPLES BUSINESS ADVANTAGE PO BOX 70242 PHILADELPHIA, PA 19176
10172195 STASI BROTHERS ASPHALT CORP DIANE POSILLICO 435 MAPLE AVENUE WESTBURY, NY 11590
10172196 STAT INSPECTION CORP ATTN VP 889 SOUTH 2ND STREET RONKONKOMA, NY 11779
10172197 STONEBRIDGE PHARMACY INC 661 HILLSIDE RD STE A STONEBRIDGE, NY 10803
10172199 SUFFOLK COUNTY CLERK SUFFOLK COUNTY CLERK 310 CENTER DR RIVERHEAD, NY 11901
10172202 SUMMIT HEATING AIR CONDITIONING INC DBA TKS SERVICES 160 E 2ND ST MINEOLA, NY 11501
10172203 SUMMIT RESTAURANT REPAIRS INC ATTN ACCOUNT MANAGER 160 E 2ND ST MINEOLA, NY 11501
10172205 SUNRAY MEDICAL GROUP LLC 560 WOODMERE BLVD WOODMERE, NY 11598
10172206 SUNSET VANS INC 1301 POMONA ROAD CORONA, CA 92882
10172207 SUPERIOR COMMUNICATIONS INC STEPHEN CREPEAU 2 TIBBITS AVE WHITE PLAINS, NY 10606
10172208 SUPPLYLINE MEDICAL 1750 CEDARBRIDGE AVENUE SUITE 4 LAKEWOOD, NJ 08701
10172209 SUREQUEST SYSTEMS INC 3330 KELLER SPRINGS RD 205 CARROLLTON, TX 75006
10172215 SYMMETRY CLOSETS 1361 LINCOLN AVENUE UNIT 16 HOLBROOK, NY 11741
10219126 Sima Katz BOND SCHOENECK & KING PLLC Justin S. Krell, Esq. 225 Old Country Road Melville, New York 11747
10194178 Sodexo c/o Brown McGarry Nimeroff LLC Two Penn Center, Suite 610 1500 John F Kennedy Boulevard Philadelphia, PA 19102
10336356 State of New York Department of Labor Unemployment Insurance Division State Campus Building 12−Rm 256 Albany, NY 12226
10172560 Stephen D. Lerner Squire Patton Boggs (US) LLP 201 E. Fourth Street, Suite 1900 Cincinnati, OH 45202
10172216 T ROWE PRICE ASSOCIATES ACCOUNT SERVICES PO BOX 17468 BALTIMORE, MD 21298
10172219 TASC DIRECTPAY PO BOX 7631 MADISON, WI 537077631
10172222 TBS CONTROLS LLC 12 E COMMERCE DRIVE BALLSTON SPA, NY 12020
10172223 TECH 24 COMMERCIAL FOODSERVICE REPAIR PO BOX 821360 PHILADELPHIA, PA 191821360
10172224 TECHCLEAN INDUSTRIES LTD ROBERT RUGGIERO 145 COMAC STREET RONKONKOMA, NY 11779
10172225 TECHNICAL GAS PRODUCTS INC JEFFREY BIGDA 101 NORTH PLAINS INDUSTRIAL RD 1B SUITE 1 WALLINGFORD, CT 06492
10172226 TELECOM COMMUNICATIONS INC 234 NEWTON ROAD PLAINVIEW, NY 11803
10172227 THE CBORD GROUP ANDREA DIPPOLITO PO BOX 933991 ATLANTA, GA 311933991
10172228 THE GALLERY COLLECTION PRUDENT PUBLISHING PO BOX 360 RIDGEFIELD PARK, NJ 076600360
10172229 THE GLEN COVE PRINTERY 177 GLEN STREET GLEN COVE, NY 11542
10172230 THE MEDICAL PROTECTIVE COMPANY MEDPRO GROUP FINANCE 5814 REED ROAD FORT WAYNE, IN 46835
10172231 THE METRO GROUP INC 5023 23RD STREET LONG ISLAND CITY, NY 11101
10172232 THE METROPOLITAN MUSEUM OF ART ATTN VISITOR SERVICES DEPT 1000 FIFTH AVE NEW YORK, NY 10028

10172233 THE NEW YORK COMMITTEE FOR OSHA LONG ISLAND 100 VANDERBILT MOTOR PARKWAY SUITE 320 HAUPPAUGE, NY 11788
10172234 THE SHERWINWILLIAMS CO 80 EXPRESS ST PLAINVIEW, NY 118032405
10172235 THE TOWN OF NORTH HEMPSTEAD 220 PLANDOME ROAD MANHASSET, NY 11030
10172236 THE TRAVELERS COMPANIES INC ONE TOWER SQUARE HARTFORD, CT 06183
10172237 THE VILLAGE WINE MERCHANT LTD 252ASEA CLIFF AVE SEA CLIFF, NY 11579
10172238 THE WOLF PENSION GROUP LLC 114 OLD COUNTRY RD SUITE 116 MINEOLA, NY 11501
10172239 THE WORKPLACE GROUP 4B AERIAL WAY SYOSSET, NY 11791
10172241 THERADYNAMICS REHAB MANAGEMENT LLC ATTN ALEX SOLOVEY 225 CROSSWAYS PARK DR WOODBURY, NY 11797
10172244 TIDAL MEDIA GROUP 155 FLEET ST PORTSMOUTH, NH 03801
10172245 TIERNEY COURTNEY OVERHEAD DOOR SALES 355 WILLIS AVE MINEOLA, NY 115011849
10172246 TIGER FRIED PRODUCTIONS 43 HARLEY AVE E NORTHPORT, NY 11731
10172249 TKS SERVICES 160 E 2ND STREET MINEOLA, NY 115013507
10172250 TLA CONTRACTING BOB YOSKOWITZ 77 WINDSOR PLACE SUITE 13 CENTRAL ISLIP, NY 11722
10172253 TOMCO PAINTING 7713 WINDSOR PLACE CENTRAL ISLIP, NY 11722
10172254 TOSHIBA BUSINESS SOLUTIONS 25530 COMMERCENTRE DR LAKE FOREST, CA 92630
10172255 TOTAL HEALTHCARE STAFFING 2527 MERRICK RD BELLMORE, NY 11710
10172256 TOUCHDOWN INC ATTN PRESIDENT LIFESTYLE DIVISION 201B ANN ST OAKMONT, PA 15139
10172257 TOWN OF NORTH HEMPSTEAD BUILDING DEPARTMENT ? PUBLIC ASSEMBLY 210 PLANDOME ROAD MANHASSET, NY 11030
10172258 TRANE US INC ATTN ACCOUNT MANAGER 245 NEWTON RD STE 500 PLAINVIEW, NY 11803
10172259 TRANE US INC PO BOX 406469 ATLANTA, GA 30384
10172260 TRAUB LIEBERMAN STRAUS SHREWSBERRY LLP MIDWESTCHESTER EXECUTIVE PARK 7 SKYLINE DRIVE HAWTHORNE, NY 10532
10172261 TRAVELERS PO BOX 660317 DALLAS, TX 752660317
10172262 TREASURER OF NASSAU COUNTY ONE WEST STREET 1ST FLOOR MINEOLA, NY 11501
10172265 TRYSTATE MECHANICAL INC 24102 NORTHERN BOULEVARD DAUGLASTONE, NY 11362
10172268 TWINMED LLC 11333 GREENSTONE AVENUE SANTA FE SPRINGS, CA 90670
10234087 Tracy Yngstrom Michael G. Mc Auliffe, Esq. 68 South Service Road, Suite 100 Melville, NY 11747
10233606 Tracy Yngstrom c/o Michael G. Mc Auliffe 68 South Service Road, Ste 100 Melville, NY 11747
10435702 Trinitee G. Green POLSINELLI PC 1950 N. Harwood, Suite 2100 Dallas, TX 75201
10172271 ULINE PO BOX 88741 CHICAGO, IL 606801741
10172273 UMB BANK NA ATTENTION MARK KALLA 120 SIXTH STREET SOUTH SUITE 1400 MINNEAPOLIS, MN 55402
10172274 UMB BANK NA PO BOX 414589 KANSAS CITY, MO 641414589
10172272 UMB BANK NA TRUSTEE ATTN DANIEL BLECK MINTZ LEVIN COHN ONE FINANCIAL CENTER BOSTON, MA 02111
10172664 UMB Bank, N.A., as Bond Trustee 120 Sixth Street South, Suite 1400 Minneapolis, MN 55402
10172899 UMB Bank, N.A., as Bond Trustee MINTZ LEVIN COHN FERRIS GLOVSKY ETAL One Financial Center Boston, Massachusetts 02111
10172275 UNIFIRST CORPORATION PO BOX 650481 DALLAS, TX 752650481
10172276 UNITED HEALTHCARE INSURANCE COMPANY 185 ASYLUM STREET HARTFORD, CT 06103
10172277 UNITED SALES USA CORP 185 30TH STREET BROOKLYN, NY 11232
10172278 UNITED STAFFING REGRISTRY INC DBA UNITED HOME CARE ATTN PRESIDENT CEO 7704 BROADWAY ELMHURST, NY 11373
10172279 UNITED STATES ATTORNEY?S OFFICE FOR THE EASTERN DISTRICT OF NEW YORK 271 CADMAN PLAZA EAST BROOKLYN, NY 11201
10172280 UNITED STATES DEPARTMENT OF JUSTICE 950 PENNSYLVANIA AVENUE NW WASHINGTON, DC 205300001
10172281 UNITED STATES TREASURY INTERNAL REVENUE SERVICE OGDEN, UT 84201
10226370 UNITEDHEALTHCARE OF NEW YORK, INC., OXFORD HEALTH INC. AND UNITEDHEALTHCARE INSURANCE COMPANY PO BOX 1459 MINNEAPOLIS, MINNESOTA 55440
10172282 UNITEX TEXTILE RENTAL SERVICES LLC ATTN DAVID POTACK ROBERT POTACK 161 S MACQUESTERN PKWY MT VERNON, NY 10550
10172283 UNITEX TEXTILE RENTAL SERVICES LLC ATTN DAVID POTACK ROBERT POTACK 401 S MACQUESTERN PKWY MT VERNON, NY 10550
10172284 UNITEX TEXTILE RENTAL SERVICES LLC ATTN PRESIDENT 565 TAXTER RD STE 620 ELMSFORD, NY 10523
10172285 UNIVERSAL PROTECTION SERVICE LP DBA ALLIED UNIVERSAL SECURITY SERVICES 8 TOWER BRIDGE 161 WASHINGTON ST STE 600 CONSHOHOCKEN, PA 19428
10172286 US FOODSERVICE INC JANET MARGULIES PO BOX 641871 PITTSBURGH, PA 152641871
10172287 US POSTAL SERVICE 14202 20TH AVE RM 123 FLUSHING, NY 113519651
10172288 US TRUSTEE PO BOX 620019 PORTLAND, OR 97228
10172289 UTILITY EXPENSE REDUCTION ENERGY SERVICES LLC 401 FRANKLIN AVE STE 103 GARDEN CITY, NY 11530

10172291 VAL U CHEM INC 2219 E UNIVERSITY DR PHOENIX, AZ 85034
10172295 VANGUARD CORPORATE SERVICES LTD 307 HAMILTON STREET ALBANY, NY 12210
10172296 VANTAGE ETC LTD ATTN PRESIDENT 2216 KENSINGTON AVE BUFFALO, NY 14226
10172297 VANTAGE ETC LTD ATTN PRESIDENT 965 MIDLAND AVE YONKERS, NY 10704
10172303 VERIZON 1095 AVENUE OF THE AMERICAS NEW YORK, NY 100366704
10172304 VERIZON PO BOX 15124 ALBANY, NY 122125124
10172300 VERIZON ENTERPRISES SOLUTIONS 741 ZECKENDORF BLVD GARDEN CITY, NY 11530
10172301 VERIZON WIRELESS 1 VERIZON WAY BASKING RIDGE, NJ 079201097
10172302 VERIZON WIRELESS PO BOX 408 NEWARK, NJ 071010408
10172313 VISITING EYECARE SERVICE 320 HEMPSTEAD AVE W HEMPSTEAD, NY 11552
10172315 VOICEFRIEND LLC 361 ALBEMARLE RD STE 300 NEWTON, MD 02460
10172317 W M FIRE PROTECTION SERVICES 630 BROADWAY AVENUE UNIT 1 HOLBROOK, NY 11741
10172318 WAGNER G CONSTRUCTION CORP 12 PEEKSKILL HOLLOW TPKE PUTNAM VALLEY, NY 10579
10172320 WALT WHITMAN BIRTHPLACE ASSOCIATION 246 OLD WALT WHITMAN ROAD WEST HILLS, NY 117464148
10172322 WATERHEATERSCOM INC SCOT KALIN 214 N FEHR WAY SUITE C BAY SHORE, NY 11706
10172327 WELLSKY CORPORATION PO BOX 200086 DALLAS, TX 753200086
10172329 WESCOME SOLUTIONS INC 5570 EXPLORER DR MISSISSAUGA, ON L4W 0C4 CANADA
10172330 WEST MUSIC COMPANY INC PO BOX 5521 CARALVILLE, IA 52241
10172331 WESTERN ASSET MANAGEMENT 620 8TH AVENUE 50TH FLOOR NEW YORK, NY 10018
10172332 WHITE CIRRITO NALLY LYNCH LLP ATTN MICHAEL L CIRRITO 64 HILTON AVENUE HEMPSTEAD, NY 11550
10172333 WILLETS MANAGEMENT SYSTEMS INC PO BOX 1259 PORT WASHINGTON, NY 110500310
10172336 WILLIS PAINTS 35 MINEOLA AVE ROSLYN HEIGHTS, NY 11575
10172338 WITT OBRIENS LLC ATTN GREG FENTON COO 818 TOWN COUNTRT BLVD STE 200 HOUSTON, TX 77024
10172339 WJ HARBOR RIDGE LLC 599 LEXINGTON AVE STE 3800 NEW YORK, NY 10022
10172340 WJ HARBOR RIDGE LLC 99 POWERHOUSE RD STE 211 ROSLYN HEIGHTS, NY 11577
10172341 WORLD CENTRAL KITCHEN WORLD CENTRAL KITCHEN 200 MASSACHUSETTS AVE NW 7TH FLOOR WACHINGTON, DC 20001
10209235 Weinberg, Gross & Pergament LLP Attorneys for Mary Tomasino 400 Garden City Plaza, Suite 309 Garden City, New York 11530 Attn: Marc A. Pergament, Esq.
10172343 XEROX FINANCIAL SERVICES PO BOX 202882 DALLAS, TX 753202882
10172342 XEROX FINANCIAL SERVICES LLC 45 GLOVER AVE NORWALK, CT 06858
10172350 YOLOTZIN WORLD DANCE 11 ASHWOOD ROAD PORT WASHINGTON, NY 11050
10172354 ZIMMET HEALTHCARE SERVICES GROUP LLC ATTN MARC ZIMMET PRESIDENT 4006 RT 9 SOUTH MORGANVILLE, NJ 07751
10172355 ZONES PO BOX 34740 SEATTLE, WA 981241740
10189323 c/o Michael G. Mc Auliffe, Esq. 68 South Service Road Suite 100 Melville, NY 11747

TOTAL: 678