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

In re:	Case No. 24-70418-JAD
POTTSVILLE OPERATIONS, LLC, et al.,[1]	Chapter 11
Debtors.	(Jointly Administered)
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POTTSVILLE OPERATIONS, LLC, et al.,	Docket No. ____
	Related Docket Nos.: 1710, 1711, 1793, 1991
Movant.	Response Date: ___________
-vs-	Hearing Date: July 28, 2026 at 10:00 a.m.
NO RESPONDENTS.	

EXPEDITED JOINT MOTION OF THE DEBTORS, COMMITTEE, PAMC REALTY, LLC AND BENJAMIN LANDA FOR APPROVAL OF COMPROMISE AND SETTLEMENT UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019

The Official Committee of Unsecured Creditors of Pottsville Operations, LLC et al., (the "Committee") of the above-captioned debtors (the "Debtors"), PAMC Realty, LLC ("PAMC") and Benjamin Landa ("Landa", and, together with the Debtors, PAMC and the Committee, the "Parties") hereby respectfully move this Court (the "Motion") for entry of an order pursuant to

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[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number are: Pottsville Operations, LLC (9467); Pottsville Propco, LLC (8685); Hampton House Operations, LLC (8969); Hampton House Propco, LLC (7258); Kingston Operations, LLC (1787); Kingston Propco, LLC (8562); Williamsport North Operations, LLC (9927); Williamsport Propco, LLC (2039); Williamsport South Operations, LLC (0298); Yeadon Operations, LLC (9296); and Yeadon Propco, LLC (5785) (collectively, the "Pottsville Debtors" and the Pottsville Debtors' chapter 11 cases are collectively referred to as the "Pottsville Cases") and Bedrock Care, LLC (9115); Care Pavilion Operating, LLC (7149); Cliveden Operating, LLC (6546); MAPA Operating, LLC (3750); Maplewood Operating, LLC (0850); Milton Operating, LLC (5523); Parkhouse Operating, LLC (0140); Tucker Operating, LLC (4305); Watsontown Operating, LLC (0236); and York Operating, LLC (2571) (collectively the "Care Pavilion Debtors" and the Care Pavilion Debtors' chapter 11 cases are collectively referred to as the "Care Pavilion Cases"). The Debtors' mailing address is 425 West New England Avenue, Suite 300, Winter Park, Florida 32789.

section 105(a) of title 11, United States Code (the "Bankruptcy Code")[2] and Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") approving the compromise and settlement, dated July 10, 2026 (the "Settlement Agreement") by and between the Parties. The Parties request that the hearing on this Motion be expedited and have filed a motion to shorten the notice period on the Motion concurrently herewith.

PRELIMINARY STATEMENT

By this Motion, the Parties request that this Court enter an order approving the settlement agreement attached hereto as **Exhibit 1** (the "Settlement Agreement") pursuant to section 105(a) and Bankruptcy Rule 9019(a) and authorizing them to take all actions necessary to effectuate and carry out the proposed compromise and settlement according to the terms set forth in the Settlement Agreement.[3]

The Settlement Agreement resolves the Committee's potential avoidance and other estate claims against the Settling Parties while securing substantial benefits for the Debtors' unsecured creditors. Among other things, the settlement ensures that the Plan's treatment of the $10 million Pottsville Buyers Note remains intact by preserving 100% that value for the benefit of general unsecured creditors. In addition, the settlement provides for a $750,000 cash payment for the benefit of unsecured creditors, the withdrawal and expungement of the Settling Parties' claims and interests against the estates, the withdrawal of objections to confirmation, and the preservation of any claims the estates or the Committee may have against applicable directors' and officers' insurance policies. In exchange, the Committee and the Debtors will resolve and release their avoidance and other estate causes of action against the Settling Parties, thereby eliminating the

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[2] Any references to 'section' or § herein are to the Bankruptcy Code.

[3] Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such term in the Settlement Agreement.

expense, uncertainty, and delay associated with litigating those claims and facilitating confirmation of the Plan.

The Settlement Agreement sets forth the terms and conditions of a settlement between the Parties which resolves the objections filed by PAMC and Landa to the Committee's pending Plan (as defined below). Resolving this dispute will return value to the Debtors' estates for the benefit of all stakeholders as it saves the estates the expense of litigating confirmation of the Committee's Plan.

JURISDICTION AND VENUE

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* from the United States District Court for the Western District of Pennsylvania dated as of Oct. 14, 1984. This is a core proceeding under 28 U.S.C. Section 157(b)(2)(A). The Parties consent to entry of a final judgment by the Court in connection with this Motion to the extent it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief requested herein are § 105(a) and Bankruptcy Rule 9019.

FACTUAL BACKGROUND

4. On October 15, 2024, the Debtors each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Western District of Pennsylvania.

5. On October 25, 2024, the Office of the United States Trustee appointed the Committee in relation to these Debtors' chapter 11 cases.

6. On September 15, 2025, the Committee filed a plan [Docket No. 1549] (as thereafter amended by Docket Nos. 1657 and 1710, the "Plan") and disclosure statement [Docket No. 1550] (as thereafter amended by Docket Nos. 1658 and 1711, the "Disclosure Statement").

7. On December 16, 2025, PAMC filed its *Objection to Confirmation of Second Amended Chapter 11 Plan of Liquidation* [Docket No.1793] (the "Objection"). The Objection argues that the Plan improperly substantively consolidates the Debtors' assets.

8. On January 6, 2026, Landa filed the *Joinder of Benjamin Landa to PAMC Realty, LLC's Objection to Confirmation of Second Amended Chapter 11 Plan of Liquidation and Additional Objection* [Docket No. 1852] (the "Joinder").

9. On March 13, 2026, the Committee filed the *Response to PAMC Realty, LLC's Objection to Confirmation of Second Amended Chapter 11 Plan of Liquidation* [Docket No. 1991] to the Objection and Joinder.

10. The Committee, PAMC and Landa spend a considerable amount of time discussing the open issues between them. Those discussions lead to the settlement, memorialized in the Settlement Agreement attached hereto as Exhibit 1, which resolves the Objection and Joinder. The Committee, PAMC and Landa have also conferred with the Debtors regarding the settlement and the Debtors are in agreement that the Settlement Agreement provides the best path forward in these cases. The Debtors have joined the Settlement Agreement in order to provide all Parties with final resolution of open issues.

RELIEF REQUESTED

11. By this Motion, the Parties seek entry of an order approving the Settlement Agreement pursuant to § 105(a) and Bankruptcy Rule 9019.

12. A proposed form of order granting the relief requested in this Motion is attached hereto as **Exhibit 2** (the "Proposed Order").

ARGUMENT

13. Bankruptcy Rule 9019(a) governs the approval of a compromise or settlement. The statute provides, in part, that "on the trustee's motion and after notice and a hearing, the bankruptcy court may approve a compromise or settlement." Settlements are favored in bankruptcy "[t]o minimize litigation and expedite the administration of a bankruptcy estate." *Myers v. Martin (In re Martin)*, 91 F.3d 389, 393 (3d Cir. 1996). The Supreme Court has recognized that "[i]n administering reorganization proceedings in an economical and practical manner it will often be wise to arrange the settlement of claims as to which there are substantial and reasonable doubts." *Protective Comm. for Independent Stockholder of TMT Trailer Ferry, Inc. v. Anderson*, 390 U.S. 414, 424 (1968).

14. The Supreme Court has stated that in determining whether a court should approve a settlement under Bankruptcy Rule 9019, it should:

> form an educated estimate of the complexity, expense, and likely duration of such litigation, the possible difficulties of collecting on any judgment which might be obtained, and all other factors relevant to a full and fair assessment of the wisdom of the proposed compromise. Basic to this process in every instance, of course, is the need to compare the terms of the compromise with the likely rewards of litigation.

TMT Trailer Ferry, 390 U.S. at 424-25.

15. A decision to accept or reject a settlement is within the sound discretion of the bankruptcy court. *Vaughn v. Drexel Burnham Lambert Grp., Inc. (In re Drexel Burnham Lambert Grp., Inc.)*, 134 B.R. 499, 505 (Bankr. S.D.N.Y. 1991). This determination rests on whether the proposed compromise is fair and equitable and in the best interests of the estate. *See Depoister v. Mary H. Holloway Found.*, 36 F.3d 582, 586 (7th Cir. 1994); *In re Marvel Ent. Grp., Inc.*, 222 B.R. 243, 249 (D. Del. 1998). The court must “assess and balance the value of the claim that is being compromised against the value to the estate of the acceptance of the compromise proposal.”

In re Martin, 91 F.3d at 393. This does not require a "mini-trial on the merits" of the claims at issue but rather an evaluation of whether the proposed settlement is within the range of reasonableness. *Key3Media Grp., Inc.*, 336 B.R. 87, 92 (Bankr. D. Del. 2005).

16. Under Third Circuit precedent, a bankruptcy court evaluating a proposed settlement must determine whether the compromise falls above the lowest point in the range of reasonableness. In making that determination, courts consider: (a) the probability of success in the litigation, (b) the difficulties, if any, to be encountered in the matter of collection, (c) the complexity of the litigation involved, and the expense, inconvenience, and delay necessarily attending it, and (d) the paramount interest of the creditors. *See In re Martin*, 91 F.3d at 393; *see also Jeffrey v. Desmond*, 70 F.3d 183, 185 (1st Cir. 1995). These factors are not applied mechanically; rather, the Court must assess whether the proposed settlement represents a fair and equitable resolution in light of the risks, costs, and uncertainties associated with continued litigation.

17. Here, the *Martin* factors strongly support approval of the Settlement Agreement. The second factor – difficulties in collections -- is not implicated in the analysis because the dispute concerns the allocation of value under the Plan, rather than the collectability of a judgment. The remaining factors, however, weigh in favor of settlement.

18. First, the probability of success in the litigation favors approval of the Settlement Agreement. While the Committee believes its position is well-founded and supported by the facts of the case, continued litigation is always a risk. The Settlement Agreement eliminates that risk and secures a certain outcome for creditors without the uncertainty of litigation.

19. Second, the expense and delay associated with litigation also weigh in favor of settlement. Absent approval of the Settlement Agreement, the Parties would have to complete

expensive discovery and engage in a likely multi-day confirmation trial. Such a litigation would consume precious estate resources. Approval of the Settlement Agreement avoids these costs and permits the Parties to move forward without the burden of litigation.

20. Finally, approval of the Settlement Agreement is in the best interests of creditors. Every dollar spent on litigation is a dollar unavailable for creditors. By resolving disputes now, the Settlement Agreement preserves estate assets for creditor recoveries. Accordingly, the proposed Settlement Agreement is fair and equitable, falls well within the required range of reasonableness, and should be approved by the Court as being in the best interests of the Debtors' estates and creditors.

NOTICE

21. The Parties will provide notice of this Motion to: (a) the U.S. Trustee; and (b) all parties that have filed a notice of appearance and request for service in this proceeding of papers pursuant to Bankruptcy Rule 2002; and (c) any other entity the Court designates. Considering the nature of the relief requested herein, the Parties submit that no other or further notice is necessary.

NO PRIOR REQUEST

22. No prior request for the relief sought herein has been made to this Court or any other court.

CONCLUSION

For the foregoing reasons, the Parties respectfully request that this Court enter an order, substantially in the form attached hereto, approving the Settlement Agreement and grant such other and further relief as is just and proper.

Dated: July 10, 2026

By: /s/ *Ryan J. Cooney*
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James R. Cooney (Pa. I.D. #32706)
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and

By: /s/ Thomas D. Maxson
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Counsel for the Official Committee of Unsecured Creditors of Pottsville Operations, LLC et al.

CERTIFICATE OF SERVICE

I, Andrew C. Helman, an individual eighteen years of age or older, hereby certify that on the date set forth below, I caused the foregoing document to be served on all parties receiving notice and service in this case through the Court's CM/ECF electronic filing service, which served the same on the parties receiving notice via the CM/ECF system.

Date: July 10, 2026

/s/ Andrew C. Helman

Andrew C. Helman (admitted *pro hac vice*)
Dentons Bingham Greenebaum LLP
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EXHIBIT 1

(Settlement Agreement)

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (hereinafter referred to as the "Settlement Agreement") is entered into on July 10, 2026, by and among the Official Committee of Unsecured Creditors of Pottsville Operations, LLC et al. (the "Committee"), PAMC Realty, LLC ("PAMC"), Benjamin Landa ("Landa"), and Pottsville Operations, LLC, Pottsville Propco, LLC, Hampton House Operations, LLC, Hampton House Propco, LLC, Kingston Operations, LLC, Kingston Propco, LLC, Williamsport North Operations, LLC, Williamsport Propco, LLC, Williamsport South Operations, LLC, Yeadon Operations, LLC, Yeadon Propco, LLC (together the "Pottsville Debtors"), and Bedrock Care, LLC, Care Pavilion Operating, LLC, Cliveden Operating, LLC, MAPA Operating, LLC, Maplewood Operating, LLC, Milton Operating, LLC, Parkhouse Operating, LLC, Tucker Operating, LLC, Watsontown Operating, LLC, and York Operating, LLC (together the "Care Pavillion Debtors", and together with the Pottsville Debtors, the "Debtors"). The Committee, PAMC, Landa, and the Debtors are hereinafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS, on October 15, 2024, the Pottsville Debtors each filed a voluntary petition for relief under chapter 11 of title 11, United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court");

WHEREAS, on November 18, 2024, the Care Pavilion Debtors each filed a voluntary petition for relief under the Bankruptcy Code in the Bankruptcy Court. The cases are jointly administered under Case No. 24-70418-JAD (together, the "Chapter 11 Cases");

WHEREAS, on October 25, 2024, the Office of the United States Trustee appointed the Committee in relation to the Debtors' Chapter 11 Cases;

WHEREAS, on January 15, 2025, the Bankruptcy Court entered the Order (A) Approving Sale of Substantially All of the Pottsville Debtors' Assets, Other Than Accounts, Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (C) Granting Related Relief [Docket No. 557]. The Pottsville Sale closed on February 1, 2025;

WHEREAS the Pottsville Debtors received the Pottsville Buyers Note[1], as well as other consideration upon closing the Pottsville Sale;

WHEREAS, on September 15, 2025, the Committee filed a plan [Docket No. 1549] (as thereafter amended by Docket Nos. 1657 and 1710, the "Plan") and disclosure statement [Docket No. 1550] (as thereafter amended by Docket Nos. 1658 and 1711, the "Disclosure Statement");

WHEREAS, on December 16, 2025, PAMC filed its Objection to Confirmation of Second Amended Chapter 11 Plan of Liquidation [Docket No. 1793] (the "Objection"), which argues that the Plan improperly substantively consolidates the Debtors' assets;

WHEREAS, on January 6, 2026, Landa filed the Joinder of Benjamin Landa to PAMC Realty, LLC's Objection to Confirmation of Second Amended Chapter 11 Plan of Liquidation and Additional Objection [Docket No. 1852] (the "Joinder");

WHEREAS, on March 13, 2026, the Committee filed the Response to PAMC Realty, LLC's Objection to Confirmation of Second Amended Chapter 11 Plan of Liquidation [Docket No. 1991] to the Objection and Joinder;

WHEREAS, the Committee was granted derivative standing and was preparing to bring claims under chapter 5 of the Bankruptcy Code against the parties identified on Schedule 1 hereto (the "Settling Parties").

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[1] Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such term in the Plan.

WHEREAS, the Committee is not aware of, and thus was not planning on bringing claims against the parties identified on Schedule 2 (the "No Known Claims Parties").

WHEREAS, the Committee, PAMC, and Landa have discussed the open issues between them, and those discussions have led to the settlement memorialized herein, which resolves the Objection and the Joinder;

WHEREAS, Settling Parties intend to contribute to the Settlement Payment (defined below) in exchange for certain waivers and releases;

WHEREAS, the Committee, PAMC, and Landa have also conferred with the Debtors regarding the settlement, and the Debtors are in agreement that this Settlement Agreement provides the best path forward in the Chapter 11 Cases;

WHEREAS, the Debtors have joined this Settlement Agreement in order to provide all Parties with final resolution of open issues; and

WHEREAS, the Parties wish to compromise and resolve their disputes on the terms set forth herein, without admission of liability, alleged wrongdoing or any issue of fact or law.

NOW, THEREFORE, in consideration of the representations, warranties, promises and covenants contained herein, and for good and valuable consideration set forth herein, the adequacy and sufficiency of which is hereby acknowledged, and with intent to be legally bound hereby, the Parties agree as follows:

1. Settlement Consideration. The Parties hereby agree as follows:

   a. Obligations of the Objectors. In order to settle the disputes between the Committee and the Settling Parties, the Settling Parties, as applicable, hereby agree to:

      i. withdraw the Objection and the Joinder, and not otherwise object or interfere with confirmation of the Plan or the Plan's intent to allow 100% of the value of the Pottsville Buyers Note to flow to and for the benefit of the general unsecured creditors of the Pottsville OpCo Debtors[2]; and

ii. preserve and otherwise not interfere with any claim the Debtors' estates and/or the Committee may have against any director and officer insurance policy held by or for the benefit of the Debtors' estates.[3]

b. Obligations of the Committee. In order to settle the disputes between the Committee and the Settling Parties, the Committee hereby agrees to:

i. settle any and all causes of action against the Settling Parties in exchange for the Settlement Payment, and other consideration to be provided by the terms of this Agreement;

ii. release, and refrain from commencing, any cause of action against the Settling Parties; and

iii. in connection with this Settlement Agreement, file a motion in the Bankruptcy Court, in form and substance acceptable to the Parties, that seeks the entry of an order in form and substance acceptable to the Parties that enforces the terms of this Settlement Agreement.

c. Obligations of the Settling Parties. In order to settle the disputes between the Committee and the Settling Parties, the Settling Parties hereby agree to:

i. pay within 10 days of the Effective Date (defined below) to the Committee or its representative, for the sole benefit of the Debtors' general unsecured creditors (with amounts to be apportioned as between the Pottsville Debtors' general unsecured creditors and the Care Pavilion Debtors' general unsecured creditors as the Committee may elect) the total amount of $750,000 (the "Settlement Payment"); and

ii. withdraw and agree to have disallowed and expunged any claims or interests held by any Settling Party against the Debtors or their estates.

2. Release of Claims Against the Settling Parties. Effective upon the execution of this

[2] The Pottsville OpCo Debtors are Pottsville Operations, LLC; Hampton House Operations, LLC; Kingston Operations, LLC; Williamsport North Operations, LLC; Williamsport South Operations, LLC; and Yeadon Operations, LLC.

[3] The Committee understands and agrees that the recovery on any claim brought against any director or officer for breach of fiduciary duties shall be limited to proceeds of any director and officer insurance policy available to or for the benefit of the Debtors.

Settlement Agreement by all Parties, without any further action required by any Party, (i) the Committee, (ii) the Debtors, and (iii) the Debtors' estates on behalf of themselves and all their potential successors and assigns (collectively, the "Committee/Debtor Releasors") hereby release, acquit and discharge the Settling Parties (the "Settling Party Releasees") from any and all claims, actions, causes of action, suits, arbitrations, obligations, complaints, and liabilities, including but not limited to those arising under chapter 5 of the Bankruptcy Code, equitable subordination, recharacterization, fraudulent transfer, preference, avoidance, recovery, or similar theories (collectively, "Claims"), that the Committee/Debtor Releasors have as of each respective Debtors' petition date, whether known or unknown and whether damages are presently known or later discovered, against the Settling Party Releasees; provided however that this release is not a release of any cause of action held by the Debtors or their estates that the Debtors or Committee many commence against any of the Debtors' directors and officers insurance policies. For the avoidance of doubt, the Debtors and the Committee hereby agree that any recovery on such cause of action shall be limited to the proceed of the relevant insurance policy. .

3. Release and Withdrawal of Claims Against the Committee, the Debtors, and the Debtors' Estates. Effective immediately upon the release of the Settling Party Releasees pursuant to Paragraph 2 hereof, without any further action required by any Settling Party, the Settling Parties, as releasors (the "Settling Party Releasors") shall release, acquit, and discharge the Committee/Debtor Releasors and their members, employees, agents, directors, officers, attorneys, professionals and any other staff employed or retained by them, and each and their respective assigns, predecessors, successors, affiliates, stockholders (collectively, the "Committee/Debtor Releasees") from any and all claims and causes of action that the Settling Party Releasors have or hereafter may have against any of the Committee/Debtor Releasees, in any way arising out of or

relating to the Chapter 11 Cases. The Settling Party Releasors hereby further agree to release withdraw and agree to have expunged and disallowed any claims or interests held by any Settling Party against the Debtors and their estates.

4. Representations and Acknowledgements.

a. The Committee hereby represents that it has no record of any claims or causes of action against the No Known Claims Parties.

b. Landa hereby represents that he has never served as a director, officer, or manager, or in any other capacity, that would give rise to fiduciary duties owed to any of the Pottsville OpCo Debtors. The Committee acknowledges that, based on the information presently known to them, they are not aware of any basis to contend that Landa owed fiduciary duties to the Pottsville OpCo Debtors.

5. Approval of Settlement Agreement. This Settlement Agreement is subject to approval by the Bankruptcy Court pursuant to section 105(a) of the Bankruptcy Code and Rule 9019 of the Federal Rules of Bankruptcy Procedure. The Parties shall use their reasonable best efforts to obtain such approval as promptly as practicable.

6. Effective Date. This Settlement Agreement shall become effective upon the occurrence of each of the following (i) entry of an order of the Bankruptcy Court approving this Settlement Agreement pursuant to Bankruptcy Rule 9019; and (b) entry of an order confirming the Plan. The date upon which both conditions have been satisfied shall be the "Effective Date" of this Settlement Agreement.

7. No Admission of Liability. Nothing in this Settlement Agreement shall be construed as an admission of liability or alleged wrongdoing by any Party.

8. Binding Nature. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

9. Titles. Titles and headings to sections or paragraphs in this Settlement Agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the Settlement Agreement.

10. Choice of Law and Forum; Consent to Jurisdiction; Service of Process. This Settlement Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws principles. The Bankruptcy Court (and any court that has jurisdiction over appeals therefrom) shall have exclusive jurisdiction to resolve any dispute arising out of, related to or in connection with this Settlement Agreement, and the Parties hereby consent to the jurisdiction of the Bankruptcy Court for resolution of such disputes and agree that they shall not attempt to litigate any such dispute in any other court. The Parties further consent to service of process in any proceeding to which this Paragraph applies by electronic mail, sent to counsel for the Parties at the email addresses set forth in the Notice provision below. If the Bankruptcy Court declines, for any reason, to exercise jurisdiction over any dispute arising out of, related to or in connection with this Settlement Agreement, or if a court of competent jurisdiction decides for any reason that the Bankruptcy Court lacks jurisdiction, the Parties agree that courts in the Commonwealth of Pennsylvania, including the United States District Court for the Western District of Pennsylvania, shall have exclusive jurisdiction over any such disputes, and the Parties consent to the jurisdiction of such courts to resolve such disputes and agree that they shall not attempt to litigate any such dispute in any other court. They also agree that service in any such proceeding shall be made in accordance with the service method described above in this Paragraph.

11. Interpretation. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, and the Parties agree to take any and all steps which are necessary in order to enforce the provisions hereof.

12. Modifications. No modification to this Settlement Agreement shall be of any force or effect whatsoever unless first reduced to writing and signed by each of the Parties.

13. Severability. Should any part of this Settlement Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part of this Settlement Agreement should not invalidate the remaining parts thereof, and they shall remain in full force and effect.

14. Entire Agreement. This Settlement Agreement constitutes the entire, integrated agreement between the Parties regarding the subject matter herein, superseding all prior oral or written representations, negotiations, understandings and agreements, on the subject matter herein.

15. Notice. Any notice required or permitted pursuant to this Settlement Agreement shall be effective upon receipt and shall be delivered by either electronic mail (if an electronic mail address for the receiving party is provided in this Paragraph) or by regular mail, addressed as follows:

If to the Committee:

Andrew C. Helman
Dentons Bingham Greenebaum LLP
One City Center, Suite 11100
Portland, ME 04101
andrew.helman@dentons.com

and

Thomas D. Maxson
Dentons Cohen & Grigsby, P.C.
625 Liberty Avenue, 5th Floor
Pittsburgh, PA 15222
thomas.maxson@dentons.com

and

Lauren Macksoud
Dentons US LLP
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lauren.macksoud@dentons.com

If to PAMC:

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rcooney@cooneylawyers.com

If to Landa:

Michael A. Shiner
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15044
mshiner@tuckerlaw.com

If to the Debtors:

Elizabeth Green
Danielle L. Merola
Baker & Hostetler LLP
Suntrust Center, Ste. 2300
200 S. Orange Ave.
Orlando, FL 32801-3432
Egreen@bakerlaw.com
dmerola@bakerlaw.com

16. Copies. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall be considered one instrument and shall become binding when one or more counterparts have been signed by each of the Parties and delivered, in original, scanned or faxed versions, to the other Parties.

17. Additional Representations and Warranties. The Parties represent and warrant to each other that the execution and delivery of this Settlement Agreement has been duly authorized by each of the Parties after consultation with counsel, that the persons signing this Settlement Agreement on their behalf below have been fully authorized by their respective Parties to do so, and that the undersigned do fully understand the terms of this Settlement Agreement and have the express authority to enter into this Settlement Agreement. In addition, each Party represents and warrants to the other that such Party has not sold, assigned, transferred, conveyed or otherwise disposed of any right, title or interest to any Claim that such Party has released by Paragraphs 4 or 5 of this Settlement Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the last date indicated below.

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POTTSVILLE OPERATIONS, LLC et al. By: Lauren Macksoud Name: Lauren Macksoud Title: ____________	**DEBTORS** Signed by: By: Neil Luria 7324A19F0A476... Name: Neil Luria Title: Chief Restructuring Officer
PAMC REALTY, LLC By: ____________ Name: ____________ Title: ____________	**JACOB ZAHLER** By: ____________ Name: ____________
BENJAMIN LANDA By: ____________ Name: ____________	**ROCHEL DAVID** By: ____________ Name: ____________
LEAH FRIEDMAN By: ____________ Name: ____________	**CHAIM ZAHLER** By: ____________ Name: ____________
BRIAN POWERS By: ____________ Name: ____________	**DAVID ZAHLER** By: ____________ Name: ____________
BENT PHILIPSON, individually and on behalf of the Philipson Family By: ____________ Name: ____________ Title: ____________	**FLZ CONSULTING** By: ____________ Name: ____________ Title: ____________
ISLAND OPERATING LLC By: ____________ Name: ____________ Title: ____________	**LAKE CITY PROPCO LLC** By: ____________ Name: ____________ Title: ____________

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the last date indicated below.

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POTTSVILLE OPERATIONS, LLC et al. By: ________ Name: ________ Title: ________	**DEBTORS** By:________ Name: ________ Title: ________
PAMC REALTY, LLC By: ________ Name: ________ Title: ________	**JACOB ZAHLER** By:________ Name: ________
BENJAMIN LANDA By: [signature] Name: Benjamin Landa	**ROCHEL DAVID** By: ________ Name: ________
LEAH FRIEDMAN By: ________ Name: ________	**CHAIM ZAHLER** By: ________ Name: ________
BRIAN POWERS By: ________ Name: ________	**DAVID ZAHLER** By: ________ Name: ________
BENT PHILIPSON, individually and on behalf of the Philipson Family By: ________ Name: ________ Title: ________	**FLZ CONSULTING** By: ________ Name: ________ Title: ________
ISLAND OPERATING LLC By: ________ Name: ________ Title: ________	**LAKE CITY PROPCO LLC** By: ________ Name: ________ Title: ________

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the last date indicated below.

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POTTSVILLE OPERATIONS, LLC et al. By: ________ Name: ________ Title: ________	**DEBTORS** By: ________ Name: ________ Title: ________
PAMC REALTY, LLC By: ________ Name: ________ Title: ________	**JACOB ZAHLER** By: ________ Name: ________
BENJAMIN LANDA By: ________ Name: ________	**ROCHEL DAVID** By: Rochel David Name: Rochel David
LEAH FRIEDMAN By: ________ Name: ________	**CHAIM ZAHLER** By: ________ Name: ________
BRIAN POWERS By: ________ Name: ________	**DAVID ZAHLER** By: ________ Name: ________
BENT PHILIPSON, individually and oh behalf of the Philipson Family By: ________ Name: ________ Title: ________	**FLZ CONSULTING** By: ________ Name: ________ Title: ________
ISLAND OPERATING LLC By: ________ Name: ________ Title: ________	**LAKE CITY PROPCO LLC** By: ________ Name: ________ Title: ________
LAKE EUSTIS OPERATING INVESTMENTS LLC By: ________	**LAKE EUSTIS PROPCO LLC** By: ________ Name: ________

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the last date indicated below.

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POTTSVILLE OPERATIONS, LLC et al. By: __________ Name: __________ Title: __________	**DEBTORS** By: __________ Name: __________ Title: __________
PAMC REALTY, LLC By: __________ Name: __________ Title: __________	**JACOB ZAHLER** By: __________ Name: __________
BENJAMIN LANDA By: __________ Name: __________	**ROCHEL DAVID** By: __________ Name: __________
LEAH FRIEDMAN By: __________ Name: __________	**CHAIM ZAHLER** By: __________ Name: __________
BRIAN POWERS By: __________ Name: __________	**DAVID ZAHLER** By: __________ Name: __________
BENT PHILIPSON, individually and oh behalf of the Philipson Family By: __________ Name: __________ Title: __________	**FLZ CONSULTING** By: __________ Name: __________ Title: __________
ISLAND OPERATING LLC By: __________ Name: __________ Title: __________	**LAKE CITY PROPCO LLC** By: __________ Name: __________ Title: __________
LAKE EUSTIS OPERATING INVESTMENTS LLC By:	**LAKE EUSTIS PROPCO LLC** By: __________ Name:

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the last date indicated below.

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POTTSVILLE OPERATIONS, LLC et al. By: ________ Name: ________ Title: ________	**DEBTORS** By: ________ Name: ________ Title: ________
PAMC REALTY, LLC By: ________ Name: Jacob Zahler Title: member	**JACOB ZAHLER** By: ________ Name: Jacob Zahler
BENJAMIN LANDA By: ________ Name: ________	**ROCHEL DAVID** By: ________ Name: ________
LEAH FRIEDMAN By: ________ Name: ________	**CHAIM ZAHLER** By: ________ Name: ________
BRIAN POWERS By: ________ Name: ________	**DAVID ZAHLER** By: ________ Name: ________
BENT PHILIPSON, individually and oh behalf of the Philipson Family By: ________ Name: ________ Title: ________	**FLZ CONSULTING** By: ________ Name: Jacob Zahler Title: member
ISLAND OPERATING LLC By: ________ Name: Jacob Zahler Title: member	**LAKE CITY PROPCO LLC** By: ________ Name: Jacob Zahler Title: member
LAKE EUSTIS OPERATING INVESTMENTS LLC By: ________	**LAKE EUSTIS PROPCO LLC** By: ________ Name: Jacob Zahler

Name: Jacob Zah Title: Member	Title: Member
PAMC CONSULTING By: [signature] Name: Jacob Zah Title: Member	**RSBRMZTL LLC** By: [signature] Name: Jacob Zah Title: Member
SILVERTON NURSING HOME REALTY LLC/ASTORIA PLACE OF SILVERTON LLC By: [signature] Name: Jacob Zah Title: Member	**SOUTHERN LIFE PROPCO LLC** By: [signature] Name: Jacob Zah Title: Member
SUWANNEE OPERATING INVESTMENTS LLC By: [signature] Name: Jacob Zah Title: Member	**SUWANNEE PROPCO LLC** By: [signature] Name: Jacob Zah Title: Member
VISTA MANOR OPERATING LLC By: [signature] Name: Jacob Zah Title: Member	**WEDGEWOOD OPERATING LLC** By: [signature] Name: Jacob Zah Title: Member
WINTER PARK PROPCO LLC By: [signature] Name: Jacob Zah Title: Member	**WINTER PARK OPERATING HOLDINGS LLC** By: [signature] Name: Jacob Zah Title: Member

Date: 7/07, 2026

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the last date indicated below.

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POTTSVILLE OPERATIONS, LLC et al. By: ____________ Name: ____________ Title: ____________	**DEBTORS** By: ____________ Name: ____________ Title: ____________
PAMC REALTY, LLC By: ____________ Name: ____________ Title: ____________	**JACOB ZAHLER** By: ____________ Name: Jacob Zahler
BENJAMIN LANDA By: ____________ Name: ____________	**ROCHEL DAVID** By: ____________ Name: ____________
LEAH FRIEDMAN By: ____________ Name: ____________	**CHAIM ZAHLER** By: ____________ Name: ____________
BRIAN POWERS By: ____________ Name: Brian Powers	**DAVID ZAHLER** By: ____________ Name: ____________
BENT PHILIPSON, individually and oh behalf of the Philipson Family By: ____________ Name: ____________ Title: ____________	**FLZ CONSULTING** By: ____________ Name: ____________ Title: ____________
ISLAND OPERATING LLC By: ____________ Name: ____________ Title: ____________	**LAKE CITY PROPCO LLC** By: ____________ Name: ____________ Title: ____________
LAKE EUSTIS OPERATING INVESTMENTS LLC By:	**LAKE EUSTIS PROPCO LLC** By: ____________ Name:

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the last date indicated below.

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POTTSVILLE OPERATIONS, LLC et al. By: ________ Name: ________ Title: ________	**DEBTORS** By:________ Name: ________ Title: ________
PAMC REALTY, LLC By: ________ Name: ________ Title: ________	**JACOB ZAHLER** By:________ Name: ________
BENJAMIN LANDA By: ________ Name: ________	**ROCHEL DAVID** By: ________ Name: ________
LEAH FRIEDMAN By: Leah Friedman Name: ________	**CHAIM ZAHLER** By: ________ Name: ________
BRIAN POWERS By: ________ Name: ________	**DAVID ZAHLER** By: [signature] Name: ________
BENT PHILIPSON, individually and oh behalf of the Philipson Family By: ________ Name: ________ Title: ________	**FLZ CONSULTING** By: ________ Name: ________ Title: ________
ISLAND OPERATING LLC By: ________ Name: ________ Title: ________	**LAKE CITY PROPCO LLC** By: ________ Name: ________ Title: ________
LAKE EUSTIS OPERATING INVESTMENTS LLC By: ________	**LAKE EUSTIS PROPCO LLC** By: ________ Name: ________

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the last date indicated below.

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POTTSVILLE OPERATIONS, LLC et al.

By: ______________________
Name: ______________________
Title: ______________________

DEBTORS

By: ______________________
Name: ______________________
Title: ______________________

PAMC REALTY, LLC

By: ______________________
Name: ______________________
Title: ______________________

JACOB ZAHLER

By: ______________________
Name: ______________________

BENJAMIN LANDA

By: ______________________
Name: ______________________

ROCHEL DAVID

By: ______________________
Name: ______________________

LEAH FRIEDMAN

By: ______________________
Name: ______________________

CHAIM ZAHLER

By: ______________________
Name: ______________________

BRIAN POWERS

By: ______________________
Name: ______________________

DAVID ZAHLER

By: ______________________
Name: ______________________

BENT PHILIPSON, individually and oh behalf of the Philipson Family

By: ______________________
Name: BENT PHILIPSON
Title: MANAGER

FLZ CONSULTING

By: ______________________
Name: ______________________
Title: ______________________

□ISLAND OPERATING LLC

By: ______________________
Name: ______________________
Title: ______________________

LAKE CITY PROPCO LLC

By: ______________________
Name: ______________________
Title: ______________________

LAKE EUSTIS OPERATING INVESTMENTS LLC

By: ______________________
Name: ______________________
Title: ______________________

LAKE EUSTIS PROPCO LLC

By: ______________________
Name: ______________________
Title: ______________________

PAMC CONSULTING

By: ______________________
Name: ______________________
Title: ______________________

RSBRMZTL LLC

By: ______________________
Name: ______________________
Title: ______________________

SILVERTON NURSING HOME REALTY LLC/ASTORIA PLACE OF SILVERTON LLC

By: ______________________
Name: ______________________

SOUTHERN LIFE PROPCO LLC

By: ______________________
Name: ______________________
Title: ______________________

Schedule 1

List of Settling Parties

Benjamin Landa
Brian Powers
Bent Philipson and the Philipson Family
Jacob Zahler, in his individual capacity, but not in his capacity as a director or officer the Debtors.
Rochel David
Chaim Zahler
David Zahler
Leah Friedman
FLZ Consulting
Island Operating LLC
Lake City Propco LLC
Lake Eustis Operating Investments LLC
Lake Eustis Propco LLC
PAMC Consulting LLC
PAMC Realty LLC
RSBRMZTL LLC
Silverton Nursing Home Realty LLC/Astoria Place of Silverton LLC
Southern Life Propco LLC
Suwannee Operating Investments LLC
Suwannee Propco LLC
Vista Manor Operating LLC
Wedgewood Operating LLC
Winter Park Propco LLC
Winter Park Operating Holdings LLC

Schedule 2

List of Parties against Whom there are No Known Claims

Mather Gargehese
Deena Hersh
Robert Kolman
Yocheved Miller
David Rubinstein
Brucha Singer
Nachem Singer
Shloimy Schlesinger
Micheal Treff
Aaron Weber
At A Moments Notice LLC
AUR OGC6 Bedrock Parent2 LLC
AUR OGC6 Bedrock Parent LLC
Astoria Place of Cincinnati LLC
Deltona Holdco LLC
Deltona Operating LLC
Carnegie Gardens Propco LLC
Carnegie Gardens Operating Holdings LLC
Carnegie Gardens Operating Investments LLC
Cincinnati Nursing Home Realty LLC
FLBP LLC
JZ Consulting LLC
Island Holdco LLC
Lake City Operating Holding LLC
Lake City Operating Investments LLC
Lake Eustis Operating Holdings LLC
Lifestar Family Holdings LLC
Montgomery Healthcare Consulting LLC
Montgomery Place of Cincinnati RE LLC
Montgomery Place of Silverton RE LLC
Parks Holdco LLC
Parks Operating LLC
RL Realty Associates LLC
Rubiweb Florida Services Group LLC
Southern Life Operating Investments LLC
Southern Life Operating Holdings LLC
Winter Park Operating Investments LLC

Star Lite Services LLC
Star Lite 2 Services LLC
Suwannee Operating Holdings LLC
Vista Manor Holdco LLC
Wedgewood Holdco LLC
ZDF Consulting LLC

EXHIBIT 2

(Proposed Order)

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

In re: POTTSVILLE OPERATIONS, LLC, et al.,[1] Debtors.	Case No. 24-70418-JAD Chapter 11 (Jointly Administered)
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF POTTSVILLE OPERATIONS, LLC, et al., Movant. -vs- NO RESPONDENTS.	Docket No. ____ Related Docket Nos.: _____ Response Date: ___________ Hearing Date: July 28, 2026 at 10:00 a.m.

ORDER APPROVING JOINT MOTION OF THE COMMITTEE, PAMC REALTY, LLC, AND BENJAMIN LANDA FOR APPROVAL OF COMPROMISE AND SETTLEMENT UNDER FEDERAL RULE OF BANKRUPTCY PROCEDURE 9019

Upon the motion (the "Motion")[2] of the Parties for entry of an order (this "Order"), authorizing the Parties to enter into the Settlement Agreement; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number are: Pottsville Operations, LLC (9467); Pottsville Propco, LLC (8685); Hampton House Operations, LLC (8969); Hampton House Propco, LLC (7258); Kingston Operations, LLC (1787); Kingston Propco, LLC (8562); Williamsport North Operations, LLC (9927); Williamsport Propco, LLC (2039); Williamsport South Operations, LLC (0298); Yeadon Operations, LLC (9296); and Yeadon Propco, LLC (5785) (collectively, the "Pottsville Debtors" and the Pottsville Debtors' chapter 11 cases are collectively referred to as the "Pottsville Cases") and Bedrock Care, LLC (9115); Care Pavilion Operating, LLC (7149); Cliveden Operating, LLC (6546); MAPA Operating, LLC (3750); Maplewood Operating, LLC (0850); Milton Operating, LLC (5523); Parkhouse Operating, LLC (0140); Tucker Operating, LLC (4305); Watsontown Operating, LLC (0236); and York Operating, LLC (2571) (collectively the "Care Pavilion Debtors" and the Care Pavilion Debtors' chapter 11 cases are collectively referred to as the "Care Pavilion Cases"). The Debtors' mailing address is 425 West New England Avenue, Suite 300, Winter Park, Florida 32789.

[2] Terms used but not defined herein shall have the meanings given to them in the Motion.

proceeding and the Application in this district is proper pursuant to 28 U.S.C. § 1408; and any objections to the Application having been resolved or overruled; and the Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and after due deliberation and sufficient cause appearing therefor

IT IS HEREBY ORDERED THAT:

1. The Settlement Agreement between the Parties is approved pursuant to § 105(a) and Bankruptcy Rule 9019.

2. Notwithstanding anything to the contrary in the Bankruptcy Code, Bankruptcy Rules, or Bankruptcy Local Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

3. The Parties are authorized to take all actions necessary or appropriate to carry out the relief granted in this Order.

4. The Court shall retain to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

DATED: ____________________, 2026

____
Hon. Jeffery A. Deller
United States Bankruptcy Judge