

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

**In re**

**SC HEALTHCARE HOLDING, LLC *et al.*,**

**Debtors.<sup>1</sup>**

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

Ref Docket Nos. 264, 346, 349, & 519

**NOTICE OF CURE COSTS  
AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES IN CONNECTION WITH SALE**

**PLEASE TAKE NOTICE** that, on May 1, 2024, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) in these chapter 11 cases, filed with the United States Bankruptcy Court for the District of Delaware (the “Court”) a motion [Docket No. 264] (the “Motion”) for the entry of an order (the “Bid Procedures Order”)<sup>2</sup> (i) approving (a) the Bidding Procedures, substantially in the form attached to the Bid Procedures Order as Exhibit 1; (b) authorizing the Debtors to designate one or more stalking horse bidders (the “Stalking Horse Bidders”); (c) setting the deadline for potential bidders to submit a proposal to purchase the Assets (the “Bid Deadline”), authorizing and scheduling an auction (the “Auction”), and authorizing and scheduling hearings with respect to the approval of a proposed sale transaction (the applicable “Sale Hearing”); (d) authorizing and approving the form and manner of the Sale Notice; (e) authorizing and approving the Cure Notice to Contract Counterparties regarding the Debtors’ potential assumption and assignment of the Assigned Contracts and of the Debtors’ calculation of the amount necessary to cure any defaults thereunder (the “Cure Costs”); and (f) authorizing and approving procedures for the assumption and assignment of the Assigned Contracts and the determination of Cure Costs with respect thereto (collectively, the “Assumption and Assignment Procedures”); (ii) authorizing the sale of certain of the Debtors’ assets, free and clear of all liens, claims, encumbrances, and other interests pursuant to section 363(f) of the Bankruptcy Code (collectively, the “Sale Transactions”); and (iii) granting related relief.

<sup>1</sup> The last four digits of SC Healthcare Holding, LLC’s tax identification number are 2584. The mailing address for SC Healthcare Holding, LLC is c/o Petersen Health Care Management, LLC 830 West Trailcreek Dr., Peoria, IL 61614. Due to the large number of debtors in these Chapter 11 Cases, whose cases are being jointly administered, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information is available on a website of the Debtors’ claims and noticing agent at [www.kccllc.net/Petersen](http://www.kccllc.net/Petersen).

<sup>2</sup> Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Motion, Bid Procedures Order, and the Bidding Procedures, as applicable. Any summary of the Bid Procedures Order or the Bidding Procedures contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.



**PLEASE TAKE FURTHER NOTICE** that, on May 21, 2024 the Court entered the Bid Procedures Order authorizing the Debtors to solicit bids for the purchase of the Assets and, if one or more Qualified Bids are received within the requirements and timeframe specified by the Bidding Procedures, conduct the Auction to select the Successful Bidder. If held, the Auction will be governed by the Bidding Procedures approved pursuant to the Bid Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that each of the Assigned Contracts that may be assumed and assigned in connection with the Sale Transactions with a Successful Bidder and the Debtors' calculation of the Cure Costs with respect thereto are set forth on **Exhibit A** hereto. The Cure Costs are the only amounts proposed to be paid upon the assumption and assignment of the Assigned Contracts.

**PLEASE TAKE FURTHER NOTICE** that the inclusion of any contract or lease on **Exhibit A** shall not constitute or be deemed a determination or admission by the Debtors that such contract or other document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved).

**PLEASE TAKE FURTHER NOTICE** that, notwithstanding the inclusion of any lease or contract on **Exhibit A**, a Successful Bidder is not bound to accept assignment of any Assigned Contract and may amend the schedule of Assigned Contracts to remove any contract or lease.

**PLEASE TAKE FURTHER NOTICE** that if (a) the Debtors identify (i) additional contracts or leases to be assumed and assigned to a Successful Bidder or (ii) modifications that need to be made to a proposed Cure Cost previously stated in the Cure Notice, or (b) a Successful Bidder designates any additional contracts or leases not previously included on this Cure Notice for assumption and assignment, the Debtors shall promptly file with the Court and serve by first class mail on the applicable Contract Counterparty a Supplemental Cure Notice in accordance with the Bid Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that any objection to the proposed assumption or assignment of an Assigned Contract identified on **Exhibit A**, including any objection to the proposed Cure Cost, the provision of adequate assurance of future performance, an Assignment Objection (as defined in the Bid Procedures Order), or a Rights Objection (as defined in the Bid Procedures Order) must: (a) be in writing; (b) state the name and address of the objecting party and the amount and nature of the claim or interest of such party; (c) state, with particularity, the basis and nature of any objection, and provide proposed language that, if accepted and incorporated by the Debtors, would obviate such objection; (d) conform to the Bankruptcy Rules and the Local Rules; and (e) be filed with the Court no later than **July 3, 2024 at 5:00 p.m. (ET)/4:00 p.m. (CT)**.

**PLEASE TAKE FURTHER NOTICE THAT IF NO OBJECTION IS TIMELY RECEIVED WITH RESPECT TO AN ASSIGNED CONTRACT (THE "CONTRACT OBJECTION"):** (I) THE CONTRACT COUNTERPARTY TO SUCH ASSIGNED CONTRACT SHALL BE DEEMED TO HAVE CONSENTED TO THE ASSUMPTION BY THE DEBTORS AND ASSIGNMENT TO SUCCESSFUL BIDDER OF THE ASSIGNED CONTRACT, AND BE FOREVER BARRED FROM ASSERTING ANY OBJECTION WITH REGARD TO SUCH ASSUMPTION AND ASSIGNMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO ADEQUATE ASSURANCE OF FUTURE PERFORMANCE BY THE SUCCESSFUL BIDDER); (II) ANY AND ALL

**DEFAULTS UNDER THE ASSIGNED CONTRACT AND ANY AND ALL PECUNIARY LOSSES RELATED THERETO SHALL BE DEEMED CURED AND COMPENSATED PURSUANT TO BANKRUPTCY CODE SECTION 365(B)(1)(A) AND UPON PAYMENT OF THE CURE COSTS SET FORTH IN THE CURE NOTICE FOR SUCH ASSIGNED CONTRACT; AND (III) THE CONTRACT COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY OTHER CLAIMS RELATED TO SUCH ASSIGNED CONTRACT AGAINST THE DEBTORS AND THEIR ESTATES OR THE SUCCESSFUL BIDDER, OR THE PROPERTY OF ANY OF THE THEM, THAT EXISTED PRIOR TO THE ENTRY OF THE ORDER RESOLVING SUCH CONTRACT OBJECTION AND ANY SALE ORDER.**

**PLEASE TAKE FURTHER NOTICE** that the Debtors will seek to assume and assign the Assigned Contracts at the applicable hearing to approve the Sale Transactions (the applicable “Sale Hearing”) that is scheduled to commence on **July 10, 2024 at 10:00 a.m. (prevailing Eastern Time)** before the Honorable Thomas M. Horan, United States Bankruptcy Judge, at the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. Objections, if any, that cannot otherwise be resolved by the parties, will be heard at a hearing scheduled prior to any scheduled closing of the Sale Transactions, as determined by the Debtors in accordance with the Bid Procedures Order.

**PLEASE TAKE FURTHER NOTICE** that copies of the Motion, the Bid Procedures Order, and the Bidding Procedures may be obtained free of charge at the website dedicated to the Debtors’ Chapter 11 Cases maintained by their claims and noticing agent and administrative advisor, Kurtzman Carson Consultants LLC, located at [www.kccllc.net/Petersen](http://www.kccllc.net/Petersen).

*[Signature Page Follows]*

Dated: June 18, 2024  
Wilmington, Delaware

Respectfully submitted,

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

*/s/ Shella Borovinskaya*

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Possession*

**Exhibit A**

**Assumption Schedule**

**SC Healthcare Holding, LLC, et al.****Assumption Schedule**

<b>Counterparty Name</b>	<b>Title / Description of Agreement</b>	<b>Counterparty Address</b>	<b>Proposed Cure (\$)</b>
Newman Manor, Inc.	Lease Agreement	P.O. Box 259, Newman, IL	\$243,678.60
Ascentium Capital	TV/Internet Agreement	Dept #3059, PO Box 11407, Birmingham, AL, 35246-3059, United States	\$554.79
AT&T	TV/Internet Agreement	PO Box 5080, Carol Stream, IL 61944, United States	\$920.61
Brightspeed	TV/Internet Agreement	1120 South Tyron Street, Charlotte, NC 28203, United States	\$310.20
Cass Communications Management	TV/Internet Agreement	PO Box 200, Virginia, IL, 62691-0200, United States	\$0.00
Charter Communications	TV/Internet Agreement	DBA Spectrum Business, PO Box 94188Palatine, IL, 600944188, United States	\$0.00
Comcast Cable	TV/Internet Agreement	PO Box 70219, Philadelphia, PA, 191760219, United States	\$0.00
Computer Techniques Inc	TV/Internet Agreement	520 North Cheney Street, Taylorville, IL, 62568, United States	\$0.00
Conexus	TV/Internet Agreement	PO Box 555, Sullivan, IL, 61951, United States	\$592.50
DIRECT TV	TV/Internet Agreement	PO Box 5006, Carol Stream, IL, 601975006, United States	\$1,760.70
Dish Network	TV/Internet Agreement	Dept CH 10193, Palatine, IL, 60055- 1093, United States	\$0.00
Grafton Technologies	TV/Internet Agreement	PO Box 428, Jerseyville, IL, 62052, United States	\$0.00
Hartford Fire Insurance Company	Surety Bond Nos.: 83BSBJA8871; 83BSBJA9577; 83BSBJA9566; 83BSBJA8860; 83BSBIY6246; 83BSBJA9559; 83BSBJA9575; 83BSBJA8861;	Bond Department, One Hartford Plaza, T-12, Hartford, CT, 06155- 0001	\$0.00

	83BSBJA9580; 83BSBJA9552; 83BSBIY6262; 83BSBJA8870; 83BSBIY6266; 83BSBJA9550; 83BSBJA8869; 83BSBJA8856; 83BSBJA9572; 83BSBJA8852; 83BSBIY6271; 83BSBJA8868; 83BSBJA9551; 83BSBIY6263; 83BSBIY6261; 83BSBJA8863; 83BSBJA9548; 83BSBIY6267; 83BSBJA9562; 83BSBIY6259; 83BSBJA9568; 83BSBJA8851; 83BSBJA8862; 83BSBJA9579; 83BSBJA8874; 83BSBJA8864; 83BSBJA9573; 83BSBJA9570; 83BSBJA8872; 83BSBJA8873; 83BSBJA5960; 83BSBJA8853; 83BSBJA9578; 83BSBJA9555; 83BSBJA8857; 83BSBJA9553; 83BSBIY6256; 83BSBJA8858; 83BSBJA9564; 83BSBJA9549; 83BSBJA9574; 83BSBJA9571; 83BSBIY6255; 83BSBJA8865; 83BSBJA9576; 83BSBIY6269; 83BSBJA9561; 83BSBJA8866; 83BSBJA8859; 83BSBIY6270; 83BSBIY6268; 83BSBJA8850; 83BSBIY6258; 83BSBJA9581; 83BSBIY6257; 8 3BSBJA9582; 83BSBIY6260		
Mediacom	TV/Internet Agreement	PO Box 5744, Carol Stream, IL, 60197, United States	\$0.00
MediLogix, LLC	Rental as a Service Agreement	1512 Larimer Street, Suite 400, Denver, CO, 80202, United States	\$0.00
Midwest Data Center	TV/Internet Agreement	PO Box 39, Rock Port, MO, 64482, United States	\$0.00
Old Republic Surety Company	Surety Bond Nos.: W150295726; A150011350; A150011344	PO Box 1635, Milwaukee, WI, 53201, United States	\$0.00
PointClickCare Technologies Inc	Software services agreement	PO Box 674802, Detroit, MI, 482674802, United States	\$120,775.73
Royell Communications	TV/Internet Agreement	126 North Hobson Street, Virden, IL, 62690, United States	\$0.00
Shawnee Communications- Whispering	TV/Internet Agreement	111 North Broadway, PO Box 350 Lovington,	\$0.00

Sparklight	TV/Internet Agreement	IL, 61937, United States PO Box 9001009, Louisville, KY, 402901009, United States	\$1,998.69
Stellar Private Cable Systems	TV/Internet Agreement	SeniorTV, PO BOX 735306Chicago, IL, 60673-5306, United States	\$1,866.70
SumnerOne, Inc.	Lease Agreement dated 4/18/18; Copier/Printer Maintenance Agreement; Lease Agreement dated 5/14/21	P.O. Box 5180, St. Louis, MO 63139	\$108,600.16
Wabash Communications	TV/Internet Agreement	PO Box 299, Louisville, IL, 62858- 0299, United States	\$0.00
Zito Media	TV/Internet Agreement	PO Box 431 Coudersport, PA 16915, United States	\$0.00