

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

In re:

SC HEALTHCARE HOLDING, LLC *et al.*,

Debtors.¹

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

Ref. Docket No. 1365

**ORDER (I) APPROVING THE COMBINED PLAN AND DISCLOSURE
STATEMENT ON AN INTERIM BASIS FOR SOLICITATION PURPOSES ONLY;
(II) ESTABLISHING THE DEADLINE FOR ADMINISTRATIVE EXPENSES
CLAIMS; (III) ESTABLISHING SOLICITATION AND VOTING PROCEDURES;
(IV) APPROVING THE FORM OF BALLOTS AND SOLICITATION MATERIALS;
(V) ESTABLISHING THE VOTING RECORD DATE; (VI) FIXING THE DATE,
TIME, AND PLACE FOR THE COMBINED HEARING AND THE DEADLINES FOR
FILING OBJECTIONS THERETO; AND (VII) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of an order (this “Order”), (i) approving the Combined Plan and Disclosure Statement, on an interim basis and for solicitation purposes only; (ii) establishing deadlines for the filing of requests for payment of Administrative Expense Claims; (iii) establishing procedures for the solicitation and tabulation of votes to accept or reject the Combined Plan and Disclosure Statement; (iv) approving the form of ballots and solicitation materials; (v) establishing a voting record date; (vi) fixing the date, time, and place for the Combined Hearing and the deadline for filing objections related thereto; and (vii) granting related relief; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and this Court having found that this is a core proceeding

¹ 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 <http://www.kccllc.net/Petersen> (the “Case Information Website”).

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Combined Plan and Disclosure Statement, as applicable.



pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court; and this Court having determined that the legal and factual bases set forth in the Motion and at the hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, THIS COURT HEREBY FINDS AS FOLLOWS:

A. The form of Ballots attached hereto as **Exhibit 1**: (i) is consistent with Official Form No. 14; (ii) adequately addresses the particular needs of these Chapter 11 Cases; (iii) is appropriate for the Voting Classes; and (iv) complies with Bankruptcy Rule 3017(d).

B. Ballots need not be provided to Holders of Claims or Interests in the following Classes (collectively, the "Non-Voting Classes"), as such Non-Voting Classes are either (i) Unimpaired and are conclusively presumed to have accepted the Combined Plan and Disclosure Statement in accordance with section 1126(f) of the Bankruptcy Code, or (ii) Impaired but will neither retain nor receive any property under the Combined Plan and Disclosure Statement and, thus, are conclusively deemed to have rejected the Combined Plan and Disclosure Statement under section 1126(g) of the Bankruptcy Code:

Class	Type	Status Under Plan	Voting Status
2	Other Secured Claims	Unimpaired	Deemed to Accept
3	Priority Claims	Unimpaired	Deemed to Accept
5	Intercompany Claims	Impaired	Deemed to Reject
6	Equity Interests	Impaired	Deemed to Reject

C. Ballots shall be provided to Holders of Claims in Classes 1a-1j (Prepetition Lender Claims) and Class 4 (General Unsecured Claims), which Claims are Impaired, and, thus, the Holders of Claims in Classes 1a-1j and 4 are entitled to vote to accept or reject the Combined Plan and Disclosure Statement.

D. The period during which the Debtors may solicit votes to accept or reject the Combined Plan and Disclosure Statement, as established by this Order, provides sufficient time for Holders of Claims in the Voting Classes to make informed decisions to accept or reject the Combined Plan and Disclosure Statement and submit a Ballot in a timely fashion, and the solicitation provided by this Order is consistent with section 1126 of the Bankruptcy Code.

E. The Solicitation and Voting Procedures for the solicitation and tabulation of votes to accept or reject the Combined Plan and Disclosure Statement, as approved herein, provide a fair and equitable voting process and are consistent with section 1126 of the Bankruptcy Code.

F. The (a) form of Combined Hearing Notice attached hereto as **Exhibit 2**, the contents of the Solicitation Packages (including the Ballots), and the Non-Voting Notice attached hereto as **Exhibit 3** (including, in each case, the Combined Plan and Disclosure Statement's injunction, release, and exculpation provisions contained or otherwise summarized therein) and (b) the manner of notice, service, and publication (as applicable) thereof, (i) comply with Bankruptcy Rules 2002, 3016, and 3017 and Local Rule 3017-2 and (ii) under the circumstances,

constitute sufficient notice to all interested parties in accordance with Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

IT IS HEREBY ORDERED THAT:

1. The relief requested in the Motion is granted as set forth herein.
2. The Combined Plan and Disclosure Statement is approved on an interim basis for solicitation purposes under sections 105 and 1125 of the Bankruptcy Code, Bankruptcy Rule 3017, and Local Rule 3017-2, and subject to final approval of the Court at the Combined Hearing.
3. The Combined Hearing to consider, among other things, the approval on a final basis and confirmation of the Combined Plan and Disclosure Statement is hereby scheduled for **May 30, 2025, at 10:00 a.m. (prevailing Eastern Time)**. The Combined Hearing may be continued from time to time by the Debtors without further notice other than by (i) announcing any adjourned date at the Combined Hearing (or any continued hearing) or (ii) filing a notice or agenda on the docket of these Chapter 11 Cases and posting such notice on the Case Information Website.
4. Objections to approval and confirmation of the Combined Plan and Disclosure Statement on any grounds, including adequacy of the disclosures therein, if any, must (i) be in writing, in English, and in text-searchable format, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and this Order, (iii) state the name and address of the objecting party and the nature of the Claim or Interest of such party, (iv) state with particularity the basis and nature of such objection and (v) be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, DE 19801, with a copy served upon the following (collectively, the “Notice Parties”): (a) the Debtors, 830 W. Trailcreek Drive, Peoria, IL 61614, Attn: David R. Campbell (dcampbell@getzlerhenrich.com); (b) co-counsel to the Debtors, Winston & Strawn

LLP, 35 West Wacker Drive, Chicago, IL 60601, Attn.: Gregory M. Gartland (ggartland@winston.com), Daniel J. McGuire (dmcguire@winston.com), and Joel McKnight Mudd (jmudd@winston.com) and 200 Park Avenue, New York, NY 10166, Attn.: Carrie V. Hardman (chardman@winston.com) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn.: Andrew L. Magaziner (amagaziner@ycst.com), Shella Borovinskaya (sborovinskaya@ycst.com), and Carol E. Thompson (cthompson@ycst.com); (c) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda Casey (Linda.Casey@usdoj.gov) and Jon Lipshie (Jon.Lipshie@usdoj.gov); and (d) counsel to the Official Committee of Unsecured Creditors, Greenberg Traurig, LLP, 360 North Green St, Suite 1300, Chicago, IL 60607, Attn: Nancy A. Peterman (peterman@gtlaw.com) and Danny Duerdoth (duerdothd@gtlaw.com), and 1000 Louisiana Street, Suite 6700, Houston, TX 77002, Attn: Shari L. Heyen (shari.heyen@gtlaw.com), and 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801, Attn: Anthony W. Clark (anthony.clark@gtlaw.com) and Dennis A. Meloro (dennis.meloro@gtlaw.com), in each case no later than **May 23, 2025, at 4:00 p.m. (prevailing Eastern Time)**. The Debtors, and any other parties in interest supporting the Combined Plan and Disclosure Statement may, in their discretion, file a reply in support of approval and confirmation of the Combined Plan and Disclosure Statement by no later than **12:00 p.m. (prevailing Eastern Time) on May 28, 2025** (or prior to noon (ET) two Business Days prior to any adjourned Combined Hearing).

5. The following procedures shall govern the allowance of Administrative Expense Claims (other than Professional Fee Claims and Claims under Section 503(b)(9) of the Bankruptcy Code):

- (a) Any Proof of Claim for an Administrative Expense Claim against the Debtors that arose, accrued, or otherwise became due and payable at any time on or before the

date on which this Order is entered (the “Initial Administrative Expense Period”) must be sent: (a) if by overnight mail, courier service, hand delivery, regular mail, or in person mail, to KCC dba Verita 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 9024, or (b) if electronically, through the online Proof of Claim Form available at <https://veritaglobal.net/petersen>, so that it is received no later than thirty (30) days after the date on which this Order is entered (the “Initial Administrative Expense Bar Date”);

- (b) Any Proof of Claim for an Administrative Expense Claim against the Debtors that arises, accrues, or otherwise becomes due and payable at any time *after* the date on which this Order was entered but on or before the Effective Date (the “Secondary Administrative Expense Period,” and collectively with the Initial Administrative Expense Period, the “Administrative Expense Periods”) must be sent: (a) if by overnight mail, courier service, hand delivery, regular mail, or in person mail, to KCC dba Verita 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 9024, or (b) if electronically, through the online Proof of Claim Form available at <https://veritaglobal.net/petersen>, so that it is received no later than thirty (30) days after the Effective Date (the “Secondary Administrative Expense Bar Date,” and collectively with the Initial Administrative Bar Date, the “Administrative Expense Bar Dates”);
- (c) Holders of Administrative Expense Claims that arise, accrue, or otherwise become due during the Administrative Expense Periods that do not file requests for the allowance and payment thereof on or before the applicable Administrative Expense Bar Date shall forever be barred from asserting such Administrative Expense Claims against the Debtors; and
- (d) Unless the Debtors or any other party in interest objects to an Administrative Expense Claim, such Administrative Expense Claim shall be deemed Allowed in the amount requested. In the event that the Debtors or any other party in interest objects to an Administrative Expense Claim, and the Administrative Expense Claim is not otherwise resolved, the Court shall determine the Allowed amount of such Administrative Expense Claim.

6. The Ballot, substantially in the form attached hereto as **Exhibit 1**, is approved in all respects.

7. The Combined Hearing Notice, the Non-Voting Notice, the Opt-In Election Form, and the Publication Notice, substantially in the forms attached hereto as **Exhibit 2**, **Exhibit 3**, **Exhibit 4**, and **Exhibit 5** respectively, are approved in all respects.

8. Within **four (4) Business Days** after the entry of this Order, or as soon as reasonably practicable thereafter (the “Solicitation Commencement Date”), in accordance with the

terms of this Order, the Voting Agent shall transmit the Solicitation Packages to the Voting Classes containing copies of: (i) the Combined Hearing Notice; (ii) either a paper copy or a copy in “pdf” format on flash drive of the Combined Plan and Disclosure Statement (fully compiled with all exhibits attached); (iii) either a paper copy or a copy in “pdf” format on flash drive of this Order without exhibits; (iv) a Ballot; (v) a pre-addressed return envelope; and (vi) any other documents and materials that the Debtors deem appropriate. Additionally, the Debtors shall provide complete Solicitation Materials (excluding the Ballot) to the U.S. Trustee and all parties requesting service of notice pursuant to Bankruptcy Rule 2002 as of the Voting Record Date. Any Holder of a Claim or Interest filing a Proof of Claim before the Voting Deadline (as defined below) resulting from the Debtors’ amendment of their Schedules of Assets and Liabilities and/or their Statements of Financial Affairs shall be provided the Solicitation Package as soon as reasonably practicable after such Proof of Claim is filed.

9. The Debtors and the Voting Agent shall not be required to transmit Solicitation Packages to Holders of Claims or Interests in the Non-Voting Classes under the Combined Plan and Disclosure Statement. Instead, subject to paragraph 9 hereof, the Debtors or the Voting Agent shall mail or cause to be mailed to Holders of Claims or Interests in the Non-Voting Classes, by first-class mail, a copy of the (i) the Combined Hearing Notice, (ii) the Non-Voting Notice, (ii) the Opt-In Election Form, and (iv) to the Deemed Rejecting Classes only, the Combined Plan and Disclosure Statement, no later than the Solicitation Commencement Date or as soon as reasonably practicable thereafter.

10. The Debtors are granted a waiver of the strict notice requirement with respect to Holders of Class 5 Intercompany Claims and intercompany Interests in Class 6.

11. The Debtors shall, in their discretion, publish the Publication Notice, substantially in the form attached hereto as **Exhibit 5**, in *The Chicago Tribune* (or another national newspaper of like circulation) **within seven (7) Business Days** after the entry of this Order, or as soon as reasonably practicable thereafter.

12. In addition to accepting paper Ballots by mail, overnight courier, and personal delivery, the Voting Agent is authorized to accept Ballots from Holders of Claims in the Voting Class by electronic Ballot (an “E-Ballot”) transmitted solely through a customized online balloting portal on the Case Information Website (the “E-Balloting Portal”). Parties entitled to vote may cast an E-Ballot and electronically sign and submit the E-Ballot instantly by utilizing the E-Balloting Portal, which allows a Holder to submit an electronic signature. The instructions for submission of E-Ballots shall be set forth on the Ballot. The encrypted Ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor’s electronic signature shall be deemed to be immediately legally valid and effective.

13. To be counted, a Ballot or an Opt-In Election Form must be properly executed, completed, and actually received by the Voting Agent no later than **May 16, 2025, at 4:00 p.m. (prevailing Eastern Time)** (the “Voting Deadline”) in accordance with the instructions on the Ballot, E-Ballot, or Opt-In Election Form, as applicable including, in the case of the E-Ballot (for Voting Classes) or Opt-In Election Form (for Non-Voting Classes), via submission through the E-Balloting Portal.

14. Any Creditor or other party seeking to have a Claim temporarily allowed for purposes of voting to accept or reject the Combined Plan and Disclosure Statement must file a Rule 3018 Motion for an order temporarily allowing its Claim in a different amount or

classification for purposes of voting to accept or reject the Plan and serve the Rule 3018 Motion on the Debtors' counsel and Committee counsel, so that it is received by them no later than **May 2, 2025, at 4:00 p.m. (prevailing Eastern Time)**, unless the Rule 3018 Motion is filed in response to a claim objection filed against the Holder's claim, in which case the Rule 3018 Motion shall be served on the Debtors' counsel no later than **4:00 p.m. (prevailing Eastern Time)** on the date that is 14 days after service of such claim objection. The Debtors (and, with respect to filing a response, any other party in interest) shall then have 14 days after service of the Rule 3018 Motion to file and serve any objections or responses to the same. The deadline for any reply to any such objection or response to a Rule 3018 Motion shall be **May 27, 2025, at 4:00 p.m. (prevailing Eastern Time)**. Any such Rule 3018 Motion may also be resolved by agreement between the Debtors and the applicable Creditor without the requirement for further order or approval of the Court, with the Committee's consent. If the Rule 3018 Motion is not consensually resolved, such Rule 3018 Motion will be adjudicated as part of the Combined Hearing.

15. If the Court finds that the classification of any Claim is improper, then such Claim shall be reclassified and the Ballot previously cast by the Holder of such Claim shall be counted in, and the Claim shall receive the treatment prescribed in, the Class in which the Court determines such Claim should have been classified, without the necessity of resoliciting any votes on the Combined Plan and Disclosure Statement.

16. Solely for purposes of tabulating the votes to accept or reject the Combined Plan and Disclosure Statement and not for the purpose of the allowance of, or distribution on account of, any Claim and without prejudice to the Debtors' rights in any other context, each Claim within a Class of Claims is entitled to vote to accept or reject the Combined Plan and Disclosure Statement

be in an amount determined by the following procedures: (the “Solicitation and Voting Procedures”):

- (a) If an objection has not been filed to a Claim, the amount of such Claim for voting purposes only shall be the non-contingent, liquidated and undisputed Claim amount contained on a timely filed Proof of Claim or, if no Proof of Claim was timely filed, the non-contingent, liquidated and undisputed amount of such Claim listed in the Schedules, *provided* that any such Claim will still be a Disputed Claim, as applicable, for distribution purposes;
- (b) If a claim for which a Proof of Claim has been timely filed for unknown or undetermined amounts, such Claim shall be temporarily allowed for voting purposes only, and not for purposes of allowance or distribution, at \$1.00 and counted as one vote for numerosity purposes;
- (c) Proofs of Claim filed in the amount of \$0.00 will not be entitled to vote;
- (d) If a Claim is deemed allowed by the Plan, an order of the Court, or a written agreement between the holder of a Claim and the Debtors, such Claim will be temporarily allowed for voting purposes in the deemed allowed amount set forth therein;
- (e) If the holder of a Claim identifies a Claim amount on its Ballot that is different than the amount otherwise calculated in accordance with the Solicitation and Voting Procedures, the Claim will be temporarily allowed for voting purposes in the lesser of the two amounts;
- (f) If a Proof of Claim has been amended by a later Proof of Claim that is filed on or prior to the Voting Record Date, and the original Proof of Claim is not subject to an objection or motion to estimate such claim, the later filed amending Claim shall be entitled to vote in a manner consistent with the Solicitation and Voting Procedures, and the earlier filed Claim shall be disallowed for voting purposes, regardless of whether the Debtors have objected to such amended Claim. Except as otherwise ordered by the Court, any amendments to Proofs of Claim after the Voting Record Date shall not be considered for purposes of these Solicitation and Voting Procedures;
- (g) Any Ballot purportedly cast by a person or entity that does not hold a Claim in a Class entitled to vote to accept or reject the Plan will not be counted.
- (h) If a holder of a Claim casts simultaneous duplicative Ballots that are voted inconsistently, all such inconsistent Ballots will not be counted.
- (i) Notwithstanding anything to the contrary contained herein, any Creditor who has filed or purchased one or more duplicate Claims within the same Voting Class shall be provided with only one Solicitation Package and one Ballot for voting a single

Claim in such Class, regardless of whether the Debtors have objected to such duplicate Claims;

- (j) Unless the Holder of the Claim or Interest files a motion pursuant to Bankruptcy Rule 3018, no Ballot may be withdrawn or modified after the Voting Deadline without the prior written consent of the Debtors, with such withdrawal or modification being disclosed on the Voting Report
- (k) Claims shall not be split for purposes of voting; thus, each Creditor must vote the full amount of its Claim(s) within each class to either accept or reject the Combined Plan and Disclosure Statement. Each holder of a Claim will be deemed to have voted the entire amount of its Claim as set forth on the Ballot; *provided, however*, that if a Creditor attempts to split such vote on its Ballot, such Ballot will not be counted for voting purposes;
- (l) For purposes of the numerosity requirement of § 1126(c), separate Claims held by a single Creditor in a particular Class shall be aggregated as if such Creditor held one Claim against the Debtors in such Class, and the votes related to such Claims shall be treated as a single vote to accept or reject the Combined Plan and Disclosure Statement;
- (m) Where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim may be (i) treated as a single creditor for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code, and (ii) required to vote every portion of such Claim collectively to accept or reject the Combined Plan and Disclosure Statement. In the event that (a) a Ballot, (b) a group of Ballots within a Voting Class received from a single creditor, or (c) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Combined Plan and Disclosure Statement, such Ballots may not be counted in the Debtors' discretion.
- (n) Votes cast pursuant to a Ballot that is not signed or does not contain an original signature shall not be counted, unless the Court orders otherwise; *provided that* Ballots validly submitted through the E-Balloting Portal will be deemed to contain an immediately legally valid and effective signature;
- (o) The method of delivery of Ballots to be sent to the Voting Agent is at the election and risk of each Holder of a Claim, but such delivery will be deemed made only when the original, executed Ballot is actually received by the Voting Agent;
- (p) Delivery of the original executed Ballot to the Voting Agent on or before the Voting Deadline is required. Except as otherwise ordered by the Court, any Ballot received after the Voting Deadline will not be counted absent the consent of the Debtors in their discretion subject to disclosure thereof in the Voting Report;
- (q) Except in the Debtors' discretion, delivery of a Ballot by facsimile, email, or any other electronic means (other than online balloting) will not be accepted unless otherwise ordered by the Court;

- (r) No Ballot sent to the Debtors, or the Debtors' financial or legal advisors, shall be accepted or counted;
- (s) If multiple Ballots are received from or on behalf of an individual holder of a Claim with respect to the same Claim prior to the Voting Deadline, the last properly completed Ballot timely received will be deemed to reflect the voter's intent and to supersede and revoke any prior Ballot;
- (t) If a Ballot is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation, or other person acting in a fiduciary or representative capacity, such person should indicate such capacity when signing and, if requested by the Debtors, must submit proper evidence, satisfactory to the Debtors, of such person's authority to so act in such capacity;
- (u) The Debtors, subject to contrary order of the Court, may waive any defect in any Ballot at any time, either before or after the close of voting, and without notice. Except as otherwise provided herein, the Debtors may, in their discretion, reject any such defective Ballot as invalid and, therefore, not count it in connection with confirmation of the Combined Plan and Disclosure Statement;
- (v) Unless otherwise ordered by the Court, all questions as to the validity, eligibility (including time of receipt) and revocation or withdrawal of Ballots will be determined by the Debtors, which determination shall be final and binding;
- (w) If designation of a Claim is requested under § 1126(e), any vote to accept or reject the Combined Plan and Disclosure Statement cast with respect to such Claim will not be counted for purposes of determining whether the Combined Plan and Disclosure Statement has been accepted or rejected, unless the Court orders otherwise;
- (x) Unless waived or as otherwise ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured by the Voting Deadline, and unless otherwise ordered by the Court, delivery of such Ballots will not be deemed to have been made until such irregularities have been cured or waived. Ballots previously furnished (and as to which any irregularities have not been cured or waived by the Voting Deadline) will not be counted;
- (y) Neither the Debtors nor any other person or entity will be under any duty to provide notification of defects or irregularities with respect to the delivery of Ballots, nor will any of them incur any liability for failure to provide such notification;
- (z) No fees, commissions, or other remuneration will be payable to any broker, dealer, or other person for soliciting Ballots to accept the Combined Plan and Disclosure Statement;
- (aa) The Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Combined Plan and Disclosure Statement and/or to "opt in" to the release;

- (bb) The Ballot does not constitute, and shall not be deemed to be, a proof of Claim or an assertion or admission of a Claim or Interest;
- (cc) The Debtors are authorized to enter into stipulations with the Holder of any Claim agreeing to the amount of a Claim for voting purposes, with Committee consent;
- (dd) Any Ballot that is illegible or contains insufficient information to permit the identification of the claimant will not be counted;
- (ee) Any Ballot cast by a person or entity that is not entitled to cast a vote with respect to the Combined Plan and Disclosure Statement or that does not hold a Claim in the Voting Class as of the Voting Record Date will not be counted; and
- (ff) Any Ballot that does not indicate an acceptance or rejection of the Combined Plan and Disclosure Statement, or that indicates both an acceptance and rejection of the Combined Plan and Disclosure Statement, will not be counted.

17. Upon completion of balloting, the Voting Agent shall certify the amount and number of allowed Claims in the Voting Class accepting or rejecting the Combined Plan and Disclosure Statement with the assistance of the Debtors and case professionals. The Debtors are authorized to file a Voting Tabulation Affidavit on or before **May 28, 2025, at 12:00 p.m. (prevailing Eastern Time)** (or at noon (ET) two (2) Business Days prior to any adjourned Combined Hearing). The Debtors or the Voting Agent, as applicable, without further order of this Court, are authorized to determine all questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawals of Ballots, which determination will be final and binding, absent a contrary ruling by this Court.

18. The Debtors and the Voting Agent are authorized to contact parties that submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies, *provided* that, neither the Debtors nor the Voting Agent are required to contact such parties to provide notification of defects or irregularities with respect to completion or delivery of Ballots, nor will any of them incur any liability for failure to provide such notification.

19. The Debtors shall, if they deem necessary in their discretion, and any other party in interest may, file a reply to any objections or brief in support of approval of the Combined Plan and Disclosure Statement by no later than **May 28, 2025, at 12:00 p.m. (prevailing Eastern Time)** (or at noon (ET) two (2) Business Days prior to any adjourned Combined Hearing).

20. Pursuant to Bankruptcy Rule 3017(d), the date of entry of this Order shall be the record date for purposes of determining which Holders of Claims are entitled to receive Solicitation Packages and vote on the Combined Plan and Disclosure Statement (the “Voting Record Date”).

21. On or before May 9, 2025, the Debtors shall file the Plan Supplement, *provided* that the Debtors may amend, supplement, or otherwise modify the Plan Supplement prior to the Combined Hearing and/or in accordance with the Combined Plan and Disclosure Statement.

22. A Holder shall only be entitled to vote on account of a Claim arising from the rejection of an Executory Contract or unexpired lease if the Claim is filed by the Voting Record Date.

23. With respect to any transferred Claim, the transferee shall only be entitled to receive and cast a Ballot on account of such transferred Claim if: (i) all actions necessary to effect the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date (including, without limitation, the passage of any applicable objection period) or (ii) the transferee files, no later than the Voting Record Date, (a) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer, and (b) a sworn statement of the transferor supporting the validity of the transfer.

24. The Debtors shall make reasonable efforts to ensure that any Holder of a Claim that has filed duplicative Claims against the Debtors that are classified under the Combined Plan and

Disclosure Statement in a Voting Class is entitled to vote only once on account of such Claim. The Debtors are authorized to exclude Ballots from the final vote tabulation to the extent that they are submitted on account of duplicative Claims regardless of whether the Debtors have objected to such duplicative Claims.

25. On or prior to the Solicitation Commencement Date, the Voting Agent shall mail the Combined Hearing Notice to the following parties, to the extent such parties are not otherwise entitled to receive a Solicitation Package: (a) all persons or entities that have filed, or are deemed to have filed, a proof of Claim or request for allowance of Claim as of the Voting Record Date (as defined herein); (b) all persons or entities listed on the Schedules as holding a Claim or potential Claim; (c) the Securities and Exchange Commission and any regulatory agencies with oversight authority of the Debtors; (d) the Internal Revenue Service; (e) the United States Attorney's office for the District of Delaware; (f) other known Holders of Claims (or potential Claims) and Interests; (g) all entities known by the Debtors to hold or assert a lien or other interest in the Debtors' property; (h) all parties listed on the Debtors' creditor matrix; and (i) any other parties that have requested notice pursuant to Bankruptcy Rule 2002.

26. The Debtors and Voting Agent are authorized to rely on the address information (for voting and non-voting parties alike) maintained and provided by the Debtors to the Voting Agent. Neither the Debtors nor the Voting Agent are required to mail a Solicitation Package or any other materials related to voting or confirmation of the Combined Plan and Disclosure Statement to any person or entity from which the notice of Motion or other mailed notice in this case was returned as undeliverable by the postal service.

27. Neither the Debtors nor the Voting Agent are required to conduct any additional research for updated addresses based on undeliverable solicitation materials (including

undeliverable Ballots) and will not be required to resend Solicitation Packages or other materials, including Combined Hearing Notices, that are returned as undeliverable unless the Debtors are provided with accurate addresses for such parties prior to the Voting Record Date.

28. The Debtors are authorized to make non-substantive or immaterial changes to the Combined Plan and Disclosure Statement, the Solicitation Package, the Non-Voting Notice, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, and to make conforming changes among the Combined Plan and Disclosure Statement and related documents when, in the Debtors' reasonable discretion, doing so would better facilitate the solicitation or confirmation process. Subject to the foregoing, the Debtors are authorized to solicit, receive, and tabulate votes to accept or reject the Plan in accordance with this Order and the Solicitation and Voting Procedures without further order of the Court. Any other changes to the Combined Plan and Disclosure Statement shall be subject to the terms thereof.

29. Absent an express indication to the contrary, any period of time prescribed or allowed by this Order shall be computed in accordance with Bankruptcy Rule 9006.

30. This Order shall be binding on the Debtors, including any chapter 11 (but not chapter 7) trustee or other fiduciary appointed for the estates of the Debtors.

31. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

32. The Debtors and the Voting Agent are authorized to take any action necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

33. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and enforcement of this Order, including the interpretation of the Combined Plan and Disclosure Statement, and all other matters related to the Combined Plan and Disclosure Statement and confirmation thereof.

Dated: April 21st, 2025
Wilmington, Delaware

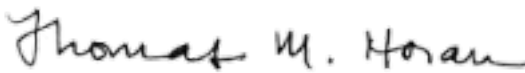

THOMAS M. HORAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Ballots

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

SC HEALTHCARE HOLDING, LLC *et al.*,

Debtors.¹

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

**CLASS 1 (PREPETITION LENDER CLAIMS) BALLOT FOR
VOTING TO ACCEPT OR REJECT THE COMBINED
DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF
LIQUIDATION OF SC HEALTHCARE HOLDING, LLC AND
ITS AFFILIATED DEBTORS**

**READ AND FOLLOW THE ENCLOSED INSTRUCTIONS AND THE INSTRUCTIONS
CONTAINED IN THE SOLICITATION AND VOTING PROCEDURES CAREFULLY
BEFORE COMPLETING THIS BALLOT OR SUBMITTING AN E-BALLOT.**

**HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE COMBINED PLAN AND
DISCLOSURE STATEMENT ARE STRONGLY ENCOURAGED TO SUBMIT THEIR
BALLOT VIA THE E-BALLOTING PORTAL.**

**ABSENT THE WRITTEN CONSENT OF THE DEBTORS, TO BE COUNTED, YOUR
VOTE (WHETHER THROUGH “E-BALLOT” OR “PAPER BALLOT”) MUST BE
ACTUALLY RECEIVED BY THE VOTING AGENT BY THE VOTING DEADLINE OF
MAY 16, 2025 AT 4:00 P.M. (PREVAILING EASTERN TIME).**

**PLEASE REVIEW THE INFORMATION REGARDING THIRD-PARTY RELEASES
AND THE OPTION TO “OPT IN” TO SUCH RELEASES IN PARAGRAPH 9 BELOW
AND IN ITEM 3 OF THE BALLOT**

This ballot (the “Ballot”) is being submitted to you by the above captioned debtors and debtors in possession (collectively, the “Debtors”) to solicit your vote to accept or reject the *Debtors’ Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 1365] (as it may be amended, supplemented, or modified from time to time pursuant to the terms thereof,

¹ 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.

the “Combined Plan and Disclosure Statement”).² Before you complete this Ballot or submit an E-Ballot, you should review the Combined Plan and Disclosure Statement.

Your Claim has been designated as a Prepetition Lender Claim (Classes 1a-1j) under the Combined Plan and Disclosure Statement. You may wish to seek independent legal advice concerning the Combined Plan and Disclosure Statement and the classification and treatment of your Class 1 Prepetition Lender Claim thereunder.

Only Holders of Class 1 Prepetition Lender Claims may submit this Ballot. You are receiving this Ballot because the Debtors believe that you are a Holder of a Class 1 Prepetition Lender Claim as of April 21, 2025 and, therefore, would have a right to cast a vote with respect to such Claim to accept or reject the Combined Plan and Disclosure Statement.

Your rights are described in the Combined Plan and Disclosure Statement, which may be obtained free of charge by visiting the Debtors’ on the Case Information Website (www.kccllc.net/Petersen) maintained by Verita Global (the “Voting Agent”) or upon request to the Voting Agent: online at <https://www.veritaglobal.net/Petersen/inquiry>, (ii) by email at PetersenHealthInfo@veritaglobal.com, (iii) via telephone at (888) 830-4662 (toll-free in the U.S. and Canada) or (310) 751-2646 (International), or (iv) by accessing the link at the following QR code:³



The Plan Supplement will be filed no later than seven days prior to the Voting Deadline and will be available from the Voting Agent on the Case Information Website or upon request to the Voting Agent at <https://www.veritaglobal.net/Petersen/inquiry> or PetersenHealthInfo@veritaglobal.com or via telephone at (888) 830-4662 (toll-free in the U.S. and Canada) or (310) 751-2646 (International).

If you have any questions about how to access any documents filed in these Chapter 11 Cases or how to fill out and submit your Ballot, or if you have received a damaged Ballot or have lost your Ballot, please contact the Voting Agent at <https://www.veritaglobal.net/Petersen/inquiry> or PetersenHealthInfo@veritaglobal.com or via telephone at (888) 830-4662 (toll-free in the U.S.

² All capitalized terms used but not otherwise defined herein have the meanings set forth in the Combined Plan and Disclosure Statement.

³ Copies of the Combined Plan and Disclosure Statement are also available for a fee on the Court’s website, www.deb.uscourts.gov (a PACER account is required).

and Canada) or (310) 751-2646 (International). **The Claims and Solicitation Agent cannot and will not provide legal advice. DO NOT DIRECT ANY INQUIRIES TO THE COURT.**

This Ballot is solely for the purpose of casting votes to accept or reject the Combined Plan and Disclosure Statement and making certain certifications with respect to the Combined Plan and Disclosure Statement, and not for the purpose of allowance or disallowance of, or distribution on account of, your Class 1 Prepetition Lender Claim. All rights of the Debtors to dispute your Claim are fully and expressly reserved. If you believe that you have received this Ballot in error, or if you believe that you have received the wrong Ballot, contact the Voting Agent *immediately* by the means set forth above.

If you wish to challenge the classification, or temporary allowance of your Claim for voting purposes, you must file a motion pursuant to Fed. R. Bankr. 3018(a) in accordance with the procedures provided in paragraph 13 of the Interim Approval and Procedures Order.

The Combined Plan and Disclosure Statement will be accepted by a given subclass of Class 1 if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in such subclass that actually vote on the Combined Plan and Disclosure Statement. If the Combined Plan and Disclosure Statement is confirmed by the Court, all Holders of Claims against and Interests in the Debtors (including those Holders who abstain from voting or vote to reject the Combined Plan and Disclosure Statement, and those Holders who are not entitled to vote on the Combined Plan and Disclosure Statement) will be bound by the confirmed Combined Plan and Disclosure Statement and the transactions contemplated thereby.

The Combined Plan and Disclosure Statement can be confirmed by the United States Bankruptcy Court for the District of Delaware (the “Court”) and, thereby, made binding on you if it is accepted as described above by the Impaired Classes (Classes 1a-1j and Class 4) and if the Combined Plan and Disclosure Statement otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court nonetheless may confirm the Combined Plan and Disclosure Statement if it finds that the Combined Plan and Disclosure Statement (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Combined Plan and Disclosure Statement and (ii) otherwise satisfies the requirements of sections 1129(b) of the Bankruptcy Code.

If the Debtors revoke or withdraw the Combined Plan and Disclosure Statement, the Confirmation Order is not entered, or consummation of the Combined Plan and Disclosure Statement does not occur, submitted Ballots shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. For your vote to count, you must:

a. Submit your Ballot by **one** of the following methods:

i. Completing, executing, and submitting this paper Ballot (“Paper Ballot”) in the return envelope provided or by first class mail, overnight courier, or hand delivery to the following address:

If by first class mail, hand delivery or overnight courier, to:

**Petersen Healthcare Ballot Processing Center
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

or

ii. Submitting an electronic Ballot (an “E-Ballot”) through the Voting Agent’s dedicated, E-Ballot portal (the “E-Balloting Portal”). To submit your Ballot through the E-Balloting Portal, go to the Case Information Website, click on the “Submit E-Ballot” section of the website, and follow the instructions to submit your E-Ballot.

- **IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized E-Ballot:

Unique E-Ballot ID#: _____

Unique E-Ballot PIN: _____

- Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of E-Ballot. Please complete and submit an E-Ballot for each E-Ballot ID# you receive, as applicable. If you submit an E-Ballot, you should NOT also submit a Paper Ballot.
- The E-Balloting Portal is the sole manner in which Ballots will be accepted by electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

If you are casting a Ballot using the E-Balloting Portal you should NOT also submit a Paper Ballot.

b. Item 1 has been prepopulated by the Voting Agent with the principal amount held by each Holder of Class 1 Prepetition Lender Claim (or their transferee) as of the Voting Record Date. The amount set forth in Item 1 is for voting purposes only, subject to the Solicitation and Voting Procedures.

- c. In the boxes provided in Item 2 of the Ballot, indicate either acceptance or rejection of the Combined Plan and Disclosure Statement by checking the appropriate box. Any Ballot not marked either to accept or reject the Combined Plan and Disclosure Statement or marked both to accept and reject the Combined Plan and Disclosure Statement, may not be counted in determining acceptance or rejection of the Combined Plan and Disclosure Statement.

The undersigned Holder of the Claim identified in Item 1 hereby votes to (check one box only):

Check one box only:

☐ **Accept** (vote FOR) the Combined Plan and Disclosure Statement.

OR

☐ **Reject** (vote AGAINST) the Combined Plan and Disclosure Statement.

2. Review and sign the acknowledgements in Item 4 of the Ballot and provide all of the information requested therein. Please be sure to sign and date your Ballot. Your signature is required for your vote to be counted. For the avoidance of doubt, a properly submitted E-Ballot will be deemed to include a valid signature. If you are completing this Ballot on behalf of another Person or other Entity, (a) indicate your relationship with such Person or other Entity and the capacity in which you are signing and (b) if requested by the Debtors or the Voting Agent, submit satisfactory evidence of your authority to so act (e.g., a power of attorney or a certified copy of board resolutions authorizing you to so act). In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot. In accordance with the Solicitation and Voting Procedures, any Ballot that is illegible, contains insufficient information to identify the Holder or is otherwise incomplete, or is unsigned may not be counted.
3. **Return your Ballot (whether by E-Ballot or by Paper Ballot) so it is *actually received* by the Voting Agent on or before the Voting Deadline approved by the Court, May 16, 2025 at 4:00 p.m. (prevailing Eastern Time).** If a Ballot is received after the Voting Deadline, it will not be counted (even if postmarked prior to the Voting Deadline), except in the Debtors' discretion.
4. You must vote all your Claims within a single Class under the Combined Plan and Disclosure Statement either to accept or reject the Combined Plan and Disclosure Statement; you may not split your votes. Accordingly, if you return more than one Ballot voting different or inconsistent Claims within a single Class under the Combined Plan and Disclosure Statement, the Ballots are not voted in the same manner, and if you do not correct this before the Voting Deadline, those Ballots may not be counted. Ballots from a Holder that attempts to partially accept and partially reject the Combined Plan and Disclosure Statement may likewise not be counted and Ballots from a Holder that purports to vote to accept the Combined Plan and Disclosure Statement with respect to one Debtor but votes to reject the Combined Plan and Disclosure Statement with respect to another Debtor may not be counted; in each case, even if such Ballots are otherwise properly completed and executed and timely returned. An otherwise

properly executed Ballot that attempts to partially accept and partially reject the Combined Plan and Disclosure Statement likewise will not be counted.

5. The Ballot does not constitute and will not be deemed a proof of Claim or an assertion of a Claim or Interest.
6. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, only the latest-dated, properly completed and executed, and otherwise valid Ballot timely received will be deemed to reflect the voter's intent and, thus, will supersede any prior valid Ballots.
7. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE COURT.
8. PLEASE RETURN YOUR BALLOT PROMPTLY. THE VOTING AGENT WILL **NOT** ACCEPT BALLOTS BY FACSIMILE OR E-MAIL.

NOTICE REGARDING CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN THE COMBINED PLAN AND DISCLOSURE STATEMENT

9. PLEASE BE ADVISED THAT THE COMBINED PLAN AND DISCLOSURE STATEMENT CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING THE FOLLOWING:

Article XI contains the following consensual releases by Holders of Claims and Interests:

Article XI.A. Releases

1. Releases by the Debtors

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, and any Person or Entity seeking to exercise the rights or assert Claims or Causes of Action of or through the Debtors' Estates, including, without limitation, any successor to the Debtors, any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code shall be deemed to forever release, waive, and discharge each of the Released Parties for all liabilities, actions, proceedings, Causes of Action, Avoidance Actions, suits, accounts, controversies, agreements, promises, rights to legal remedies, right to equitable remedies, rights to payment, or Claims whatsoever, including any derivative Claims, asserted or assertible on behalf of or through the Debtors, or by way of subrogation, that the Debtors would have been or may be entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor, or that any Holder of any Claim against or Interest in a Debtor could have asserted or may assert on behalf of any Debtor, in connection with or related to the Debtors, the Debtors' operations, patient or resident care, the Debtors' in-or out-of-court financing, restructuring, reorganization, or liquidation efforts, the Credit Agreement, the Chapter 11 Cases, or the Combined Plan and Disclosure Statement (other than the rights of the Debtors to enforce the Combined Plan and Disclosure Statement and

the contracts, instruments, releases, and other agreements or documents delivered thereunder), and the formulation, preparation, dissemination, solicitation, negotiation, consummation, and implementation of any of the foregoing or any contract, instrument, release, or other agreement, understanding, accord, course of dealing, or document created or entered into in connection with or evidencing any of the foregoing, whether or not accrued, arising or having occurred, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, mixed, or otherwise, that may be based in whole or part on any act, omission, transaction, agreement, understanding, course of dealing, event or other occurrence or omission taking place on or prior to the Effective Date (collectively, the **“Debtor Released Claims”**); *provided, however*, that nothing in this Article XI.A.1 shall be a release, waiver, or discharge of any Litigation Claim transferred to the Liquidating Trust; *provided, provided further, however*, that nothing in this Article XI.A.1 shall be a waiver of any defense, offset, or objection to any Claim filed against the Debtors and their Estates by any Person or Entity; *provided further, however*, that this Article XI.A.1 shall not release the Released Parties for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction).

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the release described in this Article XI.A.1, which includes by reference each of the related provisions and definitions contained in the Combined Plan and Disclosure Statement.

2. Mutual Releases by the Released Parties

As of the Effective Date, to the maximum extent permitted by applicable law, for good and valuable consideration, the adequacy of which is hereby confirmed, the Released Parties shall be deemed to forever release, waive, and discharge the Debtors and the Committee and each of its members, solely in their capacity as such, for all Debtor Released Claims (other than the rights of the Holders of Claims and Interests to enforce the Combined Plan and Disclosure Statement and the contracts, instruments, releases, and other agreements or documents delivered thereunder); *provided, however*, that members of the Committee are providing and receiving the release described in this Article XI.A.2 only in their capacities as members of the Committee and not in their individual capacities as Creditors; *provided further, however*, that this Article XI.A.2 shall not release the Debtors, the Committee, or its members, solely in their capacity as such, for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction).

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the release described in this Article XI.A.2, which includes by reference each of the related provisions and definitions contained in the Combined Plan and Disclosure Statement.

3. Releases by Third-Party Releasing Parties

As of the Effective Date, to the maximum extent permitted by applicable law, for good and valuable consideration, the adequacy of which is hereby confirmed, the Third-Party

Releasing Parties shall be deemed to forever release, waive, and discharge each of the Third-Party Released Parties⁴ from all liabilities, claims, actions, proceedings, suits, accounts, controversies, agreements, promises, rights to legal remedies, right to equitable remedies, or rights to payment whatsoever in connection with or related to the Debtors, the Debtors' operations, patient or resident care, Litigation Claims, the Debtors' in-or out-of-court financing, restructuring, reorganization, or liquidation efforts, any contract, agreement, understanding, or course of dealing, the Chapter 11 Cases, the Plan Settlement, the Credit Agreement, or the Combined Plan and Disclosure Statement and the formulation, preparation, dissemination, solicitation, negotiation, consummation, and implementation of any of the foregoing or any contract, instrument, release, or other agreement, understanding, accord, course of dealing, or document created or entered into in connection with or evidencing any of the foregoing, whether or not accrued, arising or having occurred, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, mixed, or otherwise, that may be based in whole or part on any act, omission, transaction, agreement, understanding, course of dealing, event or other occurrence or omission taking place on or prior to the Effective Date; *provided however*, that this Article XI.A.3 shall not release the Third-Party Released Parties for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction). (collectively, the "Third-Party Released Claims").

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the release described in this Article XI.A.3, which includes by reference each of the related provisions and definitions contained in the Combined Plan and Disclosure Statement.

4. Non-Insider Preference Action Waiver and Release

Pursuant to Bankruptcy Rule 9019(a) and in exchange for the compromises contained in the Combined Plan and Disclosure Statement, including, without limitation, the Combined Plan and Disclosure Statement's release, exculpation, and injunction provisions, all Non-Insider Preference Actions shall be released and waived by the Debtors, the Estates, the Plan Administrator, and the Liquidating Trustee.

Article XI.B. Exculpation and Limitation of Liability

None of (a) the Debtors, (b) the managers, officers, or directors of any of the Debtors serving at any time during the pendency of the Chapter 11 Cases, (c) the Professionals retained by the Debtors in the Chapter 11 Cases, (d) the Committee and its Professionals retained in the Chapter 11 Cases, and, solely in their respective capacities as members or representatives of the Committee, each member of the Committee, or (e) the PCO and its Professionals retained in these cases shall have or incur any liability to any Holder of a Claim or an Interest, or any other party-in-interest for any act or omission in connection with, relating to or arising out of, the Chapter 11 Cases, the DIP Facility, the PCO's evaluations, reports, pleadings, or other writings filed by or on behalf of the PCO in or in connection with

⁴ For the avoidance of doubt, the Third-Party Released Parties include certain parties that are not otherwise released by the releases set forth in section XI.A.1 or XI.A.2 or by the exculpation set forth in section XI.B.

the Chapter 11 Cases, the formulation, negotiation, or implementation of the Combined Plan and Disclosure Statement, the solicitation of acceptances of the Combined Plan and Disclosure Statement, the pursuit of Confirmation of the Combined Plan and Disclosure Statement, the Confirmation of the Combined Plan and Disclosure Statement, the consummation of the Combined Plan and Disclosure Statement, or the administration of the Combined Plan and Disclosure Statement or the property to be distributed under the Combined Plan and Disclosure Statement, except for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction), and such parties in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Combined Plan and Disclosure Statement. For the avoidance of doubt, nothing contained in this paragraph shall exculpate prepetition or post-Effective Date acts or omissions.

Article XI.C. Injunction

Confirmation of the Combined Plan and Disclosure Statement shall have the effect of, among other things, permanently enjoining all Persons and Entities that have held, hold, or may hold or have asserted, assert, or may assert Claims against or Interests in the Debtors with respect to any such Claim or Interest from taking any of the following actions (other than actions to enforce any rights or obligations under the Combined Plan and Disclosure Statement): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting the Debtors, the Liquidating Trust, or any of its or their respective property; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Liquidating Trust, or any of its or their respective property; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Liquidating Trust, or any of its or their respective property; (iv) asserting any right of setoff, directly or indirectly, against any obligation due against the Liquidating Trust, or any of its or their respective property, except with respect to any right of setoff asserted prior to the entry of the Confirmation Order, whether asserted in a Proof of Claim or otherwise, or as otherwise contemplated, Impaired, or Allowed by the Combined Plan and Disclosure Statement; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Combined Plan and Disclosure Statement; and (vi) prosecuting or otherwise asserting (A) any Claim or Interest, including any right, Claim, or Cause of Action released pursuant to the Combined Plan and Disclosure Statement, (B) any form of objection to any Claim that is Allowed by the Combined Plan and Disclosure Statement and Confirmation Order, or (C) Avoidance Actions against any Holder of a Claim that is Allowed or any Avoidance Action released by the Combined Plan and Disclosure Statement. Additionally, unless otherwise explicitly stated in the Combined Plan and Disclosure Statement, in furtherance of the releases granted by the Combined Plan and Disclosure Statement or Confirmation Order, the injunction contemplated by this paragraph shall prohibit the assertion against the

Liquidating Trust and the Liquidating Trustee of all Claims or Interests, if any, related to the Debtors.

For the avoidance of doubt, no party bound by the releases in Article XI.A.1, Article XI.A.2, or Article XI.A.3 of the Combined Plan and Disclosure Statement may commence, continue, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, or pursuing, a Claim or Cause of Action of any kind against any Released Party or any Third-Party Released Party that are Debtor Released Claims or Third-Party Released Claims.

Confirmation of the Combined Plan and Disclosure Statement shall further have the effect of permanently enjoining all Persons and Entities from obtaining (a) any documents or other materials from current counsel for the Debtors that are in the possession of such counsel as a result of or arising in any way out of its representation of the Debtors and are subject to attorney-client privilege (or other any other form of privilege asserted by counsel), (b) any documents or other materials from current counsel for the Committee that are in the possession of such counsel as a result of or arising in any way out of its representation of the Committee and are subject to attorney-client privilege (or other any other form of privilege asserted by counsel), or (c) books and records, except in accordance with Article VIII.C hereof.

As defined in the Combined Plan and Disclosure Statement:

“Release by Debtors” means the release given by the Debtors to the Released Parties as set forth in Article XI.A.

“Released Parties” means, individually and collectively, in each case solely in their capacity as such, each and all of: (a) the Debtors’ CRO and Estate Professionals solely in their capacity as such; (b) the Committee, members of the Committee in their capacity as members of the Committee, and the Committee’s Professionals; in their capacity as such; (c) the PCO and the PCO’s Professionals in their capacity as such; and (d) the Independent Board Members.

“Third-Party Released Parties” means individually and collectively, in each case solely in their capacity as such, each and all of the Committee, members of the Committee in their capacity as such, and the Independent Board Members.

“Third-Party Releasing Parties” means the Holders of Claims who vote to accept or reject the Plan, or who abstain from voting on the Plan, and, in each case, who elect to “opt in” by marking the appropriate box on such Third-Party Releasing Party’s respective Ballot or opt in form and such Third-Party Releasing Party’s respective successors, assigns, transferees, directors, officers, managers, agents, members, financial and other advisors, attorneys, employees, partners, affiliates, and representatives (in each case, in their capacity as such).

PURSUANT TO THE COMBINED PLAN AND DISCLOSURE STATEMENT, AS A HOLDER OF CLAIMS WHO HAS BEEN GIVEN NOTICE OF THE OPPORTUNITY TO “OPT IN” TO GRANTING THE RELEASES SET FORTH IN ARTICLE XI.A.3 OF THE

COMBINED PLAN AND DISCLOSURE STATEMENT, IF YOU TIMELY “OPT IN” PURSUANT TO THE PROCEDURES SET FORTH IN THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. OTHER RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS ARE FOUND IN SECTION 11 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE COMBINED PLAN AND DISCLOSURE STATEMENT, INCLUDING THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

**PLEASE READ THE PRECEDING VOTING INFORMATION AND
INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.**

**PLEASE COMPLETE ITEMS 1, 2, AND 4 IN THEIR ENTIRETY. ITEM 3 IS
OPTIONAL BUT SHOULD BE REVIEWED IN ITS ENTIRETY. IF THIS BALLOT IS
NOT SIGNED ON THE APPROPRIATE LINE, THIS BALLOT WILL NOT BE VALID
OR COUNTED AS HAVING BEEN CAST.**

Item 1. Voting Amount. The undersigned certifies that, as of the Voting Record Date of April 21, 2025, the undersigned was a Holder of a Class 1 Prepetition Lender Claim in the principal amount set forth below:⁵

Voting Amount: _____

Debtor: All Applicable Debtors

Item 2. Vote on Plan. The undersigned Holder of the Claim identified in Item 1 hereby votes to (check one box only):

- ☐ **Accept** (vote FOR) the Combined Plan and Disclosure Statement ☐ **Reject** (vote AGAINST) the Combined Plan and Disclosure Statement

Item 3. Important Information Regarding Exculpations, Releases, and Injunctions; Optional Election to “Opt In” to Third-Party Releases.

Be advised that Article XI of the Combined Plan and Disclosure Statement contains exculpation, release, and injunction provisions as described in the Combined Hearing Notice served with this Ballot. **PLEASE CONSULT THE COMBINED PLAN AND DISCLOSURE STATEMENT AND/OR THE COMBINED HEARING NOTICE AND CAREFULLY REVIEW THE EXCULPATION, RELEASE, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.**

AS A HOLDER OF A CLAIM AGAINST THE DEBTORS, YOU SHALL BE DEEMED A “THIRD-PARTY RELEASING PARTY” UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT AND PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, ONLY IF YOU “OPT IN” TO THE THIRD-PARTY RELEASE. YOU MAY CHECK THE BOX BELOW TO ELECT TO GRANT THE RELEASE CONTAINED IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. BY “OPTING IN” TO THE THIRD-PARTY RELEASE, YOU CONSENT TO THE JURISDICTIONAL AND CONSTITUTIONAL AUTHORITY OF THE COURT TO HEAR, DETERMINE, AND APPROVE THE THIRD-PARTY RELEASE AS SET FORTH IN ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE

⁵ For voting purposes only, subject to the Solicitation and Voting Procedures.

ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE XI.A.3 CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE COMBINED PLAN AND DISCLOSURE STATEMENT CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. ALL HOLDERS OF CLAIMS OR INTERESTS THAT ELECT TO OPT-IN TO THE PROVISIONS CONTAINED IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT AS PROVIDED IN THIS BALLOT WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES PURSUANT TO ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. BY ELECTING NOT TO “OPT IN” TO THE RELEASES SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU WILL FORGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. YOUR RECOVERY UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT REMAINS UNAFFECTED WHETHER OR NOT YOU ELECT TO OPT IN TO THE RELEASES. YOU ARE PERMITTED TO GIVE AND RECEIVE CERTAIN MUTUAL RELEASES UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT IF YOU “OPT IN” TO DOING SO. IF YOU DO NOT ELECT TO “OPT IN” TO THE RELEASES SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU WILL FORGO THE BENEFIT OF OBTAINING THE MUTUAL RELEASES SET FORTH IN ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

YOUR ELECTION TO “OPT IN” TO THE THIRD-PARTY RELEASE DOES NOT CONSTITUTE A VOTE TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT.

The undersigned Holder of the Claim identified in Item 1 hereby elects to:

- ☐ “Opt in” to the third-party releases contained in Article XI of the Combined Plan and Disclosure Statement.

Item 4. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges and certifies the following: (a) it has received the Solicitation Package (including the Combined Plan and Disclosure Statement); (b) the Debtors’ solicitation of votes is subject to all terms and conditions set forth in the Combined Plan and Disclosure Statement and the Interim Approval and Procedures Order; (c) the receipt or submission of this Ballot shall not constitute or be deemed a Proof of Claim, an assertion of a Claim, or the allowance of a Claim; (d) the Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Combined Plan and Disclosure Statement or “opt in” to the Combined Plan and Disclosure Statement’s third-party releases; (e) it has the power and authority to vote to accept or

reject the Combined Plan and Disclosure Statement and exercise elections with respect thereto; (f) it was the Holder of the Prepetition Lender Claim described in Item 1 as of the Voting Record Date (or is entitled to vote on behalf of such Holder); and (g) all authority conferred, or agreed to be conferred, pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Name of Holder

Telephone Number

Signature

Email Address

If by Authorized Agent, Name and Title

Name of Institution

Date Completed

Street Address

City, State, Zip Code

Exhibit 1-B

Class 4 Ballot

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

SC HEALTHCARE HOLDING, LLC *et al.*,

Debtors.¹

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

**CLASS 4 (GENERAL UNSECURED CLAIMS) BALLOT FOR
VOTING TO ACCEPT OR REJECT THE COMBINED
DISCLOSURE STATEMENT AND CHAPTER 11 PLAN OF
LIQUIDATION OF SC HEALTHCARE HOLDING, LLC AND
ITS AFFILIATED DEBTORS**

**READ AND FOLLOW THE ENCLOSED INSTRUCTIONS AND THE INSTRUCTIONS
CONTAINED IN THE SOLICITATION AND VOTING PROCEDURES CAREFULLY
BEFORE COMPLETING THIS BALLOT OR SUBMITTING AN E-BALLOT.**

**HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE COMBINED PLAN AND
DISCLOSURE STATEMENT ARE STRONGLY ENCOURAGED TO SUBMIT THEIR
BALLOT VIA THE E-BALLOTING PORTAL.**

**ABSENT THE WRITTEN CONSENT OF THE DEBTORS, TO BE COUNTED, YOUR
VOTE (WHETHER THROUGH “E-BALLOT” OR “PAPER BALLOT”) MUST BE
ACTUALLY RECEIVED BY THE VOTING AGENT BY THE VOTING DEADLINE OF
MAY 16, 2025 AT 4:00 P.M. (PREVAILING EASTERN TIME).**

**PLEASE REVIEW THE INFORMATION REGARDING THIRD-PARTY RELEASES
AND THE OPTION TO “OPT IN” TO SUCH RELEASES IN PARAGRAPH 9 BELOW
AND IN ITEM 3 OF THE BALLOT**

This ballot (the “Ballot”) is being submitted to you by the above captioned debtors and debtors in possession (collectively, the “Debtors”) to solicit your vote to accept or reject the *Debtors’ Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 1365] (as it may be amended, supplemented, or modified from time to time pursuant to the terms thereof,

¹ 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.

the “Combined Plan and Disclosure Statement”).² Before you complete this Ballot or submit an E-Ballot, you should review the Combined Plan and Disclosure Statement.

Your Claim has been designated as a General Unsecured Claim (Class 4) under the Combined Plan and Disclosure Statement. You may wish to seek independent legal advice concerning the Combined Plan and Disclosure Statement and the classification and treatment of your Class 4 General Unsecured Claim thereunder.

Only Holders of Class 4 General Unsecured Claims may submit this Ballot. You are receiving this Ballot because the Debtors believe that you are a Holder of a Class 4 General Unsecured Claim as of April 21, 2025 and, therefore, would have a right to cast a vote with respect to such Claim to accept or reject the Combined Plan and Disclosure Statement.

Your rights are described in the Combined Plan and Disclosure Statement, which may be obtained free of charge by visiting the Debtors’ on the Case Information Website (www.kccllc.net/Petersen) maintained by Verita Global (the “Voting Agent”) or upon request to the Voting Agent: (i) online at <https://www.veritaglobal.net/Petersen/inquiry>, (ii) by email at PetersenHealthInfo@veritaglobal.com, (iii) via telephone at (888) 830-4662 (toll-free in the U.S. and Canada) or (310) 751-2646 (International), or (iv) by accessing the link at the following QR code:³



The Plan Supplement will be filed no later than seven days prior to the Voting Deadline and will be available from the Voting Agent on the Case Information Website or upon request to the Voting Agent at <https://www.veritaglobal.net/Petersen/inquiry> or PetersenHealthInfo@veritaglobal.com or via telephone at (888) 830-4662 (toll-free in the U.S. and Canada) or (310) 751-2646 (International).

If you have any questions about how to access any documents filed in these Chapter 11 Cases or how to fill out and submit your Ballot, or if you have received a damaged Ballot or have

² All capitalized terms used but not otherwise defined herein have the meanings set forth in the Combined Plan and Disclosure Statement.

³ Copies of the Combined Plan and Disclosure Statement are also available for a fee on the Court’s website, www.deb.uscourts.gov (a PACER account is required).

lost your Ballot, please contact the Voting Agent at <https://www.veritaglobal.net/Petersen/inquiry> or PetersenHealthInfo@veritaglobal.com or via telephone at (888) 830-4662 (toll-free in the U.S. and Canada) or (310) 751-2646 (International). **The Claims and Solicitation Agent cannot and will not provide legal advice. DO NOT DIRECT ANY INQUIRIES TO THE COURT.**

This Ballot is solely for the purpose of casting votes to accept or reject the Combined Plan and Disclosure Statement and making certain certifications with respect to the Combined Plan and Disclosure Statement, and not for the purpose of allowance or disallowance of, or distribution on account of, Class 4 General Unsecured Claims. All rights of the Debtors to dispute your Claim are fully and expressly reserved. If you believe that you have received this Ballot in error, or if you believe that you have received the wrong Ballot, contact the Voting Agent *immediately* by the means set forth above.

If you wish to challenge the classification, or temporary allowance of your Claim for voting purposes, you must file a motion pursuant to Fed. R. Bankr. 3018(a) in accordance with the procedures provided in paragraph 13 of the Interim Approval and Procedures Order.

The Combined Plan and Disclosure Statement will be accepted by Class 4 if it is accepted by the Holders of two-thirds in amount and more than one-half in number of Claims in Class 4 that actually vote on the Combined Plan and Disclosure Statement. If the Combined Plan and Disclosure Statement is confirmed by the Court, all Holders of Claims against and Interests in the Debtors (including those Holders who abstain from voting or vote to reject the Combined Plan and Disclosure Statement, and those Holders who are not entitled to vote on the Combined Plan and Disclosure Statement) will be bound by the confirmed Combined Plan and Disclosure Statement and the transactions contemplated thereby.

The Combined Plan and Disclosure Statement can be confirmed by the United States Bankruptcy Court for the District of Delaware (the “Court”) and, thereby, made binding on you if it is accepted as described above by the Impaired Classes (Classes 1a-1j and Class 4) and if the Combined Plan and Disclosure Statement otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Court nonetheless may confirm the Combined Plan and Disclosure Statement if it finds that the Combined Plan and Disclosure Statement (i) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Combined Plan and Disclosure Statement and (ii) otherwise satisfies the requirements of sections 1129(b) of the Bankruptcy Code.

If the Debtors revoke or withdraw the Combined Plan and Disclosure Statement, the Confirmation Order is not entered, or consummation of the Combined Plan and Disclosure Statement does not occur, submitted Ballots shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

VOTING INFORMATION AND INSTRUCTIONS FOR COMPLETING THE BALLOT

1. For your vote to count, you must:

a. Submit your Ballot by **one** of the following methods:

- i. Completing, executing, and submitting this paper Ballot (“Paper Ballot”) in the return envelope provided or by first class mail, overnight courier, or hand delivery to the following address:

If by first class mail, hand delivery or overnight courier, to:

**Petersen Healthcare Ballot Processing Center
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

or

- ii. Submitting an electronic Ballot (an “E-Ballot”) through the Voting Agent’s dedicated, E-Ballot portal (the “E-Balloting Portal”). To submit your Ballot through the E-Balloting Portal, go to the Case Information Website, click on the “Submit E-Ballot” section of the website, and follow the instructions to submit your E-Ballot.

- **IMPORTANT NOTE:** You will need the following information to retrieve and submit your customized E-Ballot:

Unique E-Ballot ID#: _____

Unique E-Ballot PIN: _____

- Each E-Ballot ID# is to be used solely for voting only those Claims described in Item 1 of E-Ballot. Please complete and submit an E-Ballot for each E-Ballot ID# you receive, as applicable. If you submit an E-Ballot, you should NOT also submit a Paper Ballot.
- The E-Balloting Portal is the sole manner in which Ballots will be accepted by electronic or online transmission. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted.

If you are casting a Ballot using the E-Balloting Portal you should NOT also submit a Paper Ballot.

- b. Item 1 has been prepopulated by the Voting Agent with the principal amount held by each Holder of Class 4 General Unsecured Claims (or their transferee) as of the Voting Record Date. The amount set forth in Item 1 is for voting purposes only, subject to the Solicitation and Voting Procedures.

- c. In the boxes provided in Item 2 of the Ballot, indicate either acceptance or rejection of the Combined Plan and Disclosure Statement by checking the appropriate box. Any Ballot not marked either to accept or reject the Combined Plan and Disclosure Statement or marked both to accept and reject the Combined Plan and Disclosure Statement, may not be counted in determining acceptance or rejection of the Combined Plan and Disclosure Statement.

The undersigned Holder of the Claim identified in Item 1 hereby votes to (check one box only):

Check one box only:

☐ **Accept** (vote FOR) the Combined Plan and Disclosure Statement.

OR

☐ **Reject** (vote AGAINST) the Combined Plan and Disclosure Statement.

2. Review and sign the acknowledgements in Item 4 of the Ballot and provide all of the information requested therein. Please be sure to sign and date your Ballot. Your signature is required for your vote to be counted. For the avoidance of doubt, a properly submitted E-Ballot will be deemed to include a valid signature. If you are completing this Ballot on behalf of another Person or other Entity, (a) indicate your relationship with such Person or other Entity and the capacity in which you are signing and (b) if requested by the Debtors or the Voting Agent, submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act). In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot. In accordance with the Solicitation and Voting Procedures, any Ballot that is illegible, contains insufficient information to identify the Holder or is otherwise incomplete, or is unsigned may not be counted.
3. **Return your Ballot (whether by E-Ballot or by Paper Ballot) so it is *actually received* by the Voting Agent on or before the Voting Deadline approved by the Court, May 16, 2025 at 4:00 p.m. (prevailing Eastern Time).** If a Ballot is received after the Voting Deadline, it will not be counted (even if postmarked prior to the Voting Deadline), except in the Debtors' discretion.
4. You must vote all your Claims within a single Class under the Combined Plan and Disclosure Statement either to accept or reject the Combined Plan and Disclosure Statement; you may not split your votes. Accordingly, if you return more than one Ballot voting different or inconsistent Claims within a single Class under the Combined Plan and Disclosure Statement, the Ballots are not voted in the same manner, and if you do not correct this before the Voting Deadline, those Ballots may not be counted. Ballots from a Holder that attempts to partially accept and partially reject the Combined Plan and Disclosure Statement may likewise not be counted and Ballots from a Holder that purports to vote to accept the Combined Plan and Disclosure Statement with respect to one Debtor but votes to reject the Combined Plan and Disclosure Statement with respect to another Debtor may not be counted; in each case, even if such Ballots are otherwise properly completed and executed and timely returned. An otherwise

properly executed Ballot that attempts to partially accept and partially reject the Combined Plan and Disclosure Statement likewise will not be counted.

5. The Ballot does not constitute and will not be deemed a proof of Claim or an assertion of a Claim or Interest.
6. If you cast more than one Ballot voting the same Claim prior to the Voting Deadline, only the latest-dated, properly completed and executed, and otherwise valid Ballot timely received will be deemed to reflect the voter's intent and, thus, will supersede any prior valid Ballots.
7. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE COURT.
8. PLEASE RETURN YOUR BALLOT PROMPTLY. THE VOTING AGENT WILL **NOT** ACCEPT BALLOTS BY FACSIMILE OR E-MAIL.

NOTICE REGARDING CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS IN THE COMBINED PLAN AND DISCLOSURE STATEMENT

9. PLEASE BE ADVISED THAT THE COMBINED PLAN AND DISCLOSURE STATEMENT CONTAINS CERTAIN RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, INCLUDING THE FOLLOWING:

Article XI contains the following consensual releases by Holders of Claims and Interests:

Article XI.A. Releases

1. Releases by the Debtors

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, and any Person or Entity seeking to exercise the rights or assert Claims or Causes of Action of or through the Debtors' Estates, including, without limitation, any successor to the Debtors, any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code shall be deemed to forever release, waive, and discharge each of the Released Parties for all liabilities, actions, proceedings, Causes of Action, Avoidance Actions, suits, accounts, controversies, agreements, promises, rights to legal remedies, right to equitable remedies, rights to payment, or Claims whatsoever, including any derivative Claims, asserted or assertible on behalf of or through the Debtors, or by way of subrogation, that the Debtors would have been or may be entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor, or that any Holder of any Claim against or Interest in a Debtor could have asserted or may assert on behalf of any Debtor, in connection with or related to the Debtors, the Debtors' operations, patient or resident care, the Debtors' in-or-out-of-court financing, restructuring, reorganization, or liquidation efforts, the Credit Agreement, the Chapter 11 Cases, or the Combined Plan and Disclosure Statement (other

than the rights of the Debtors to enforce the Combined Plan and Disclosure Statement and the contracts, instruments, releases, and other agreements or documents delivered thereunder), and the formulation, preparation, dissemination, solicitation, negotiation, consummation, and implementation of any of the foregoing or any contract, instrument, release, or other agreement, understanding, accord, course of dealing, or document created or entered into in connection with or evidencing any of the foregoing, whether or not accrued, arising or having occurred, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, mixed, or otherwise, that may be based in whole or part on any act, omission, transaction, agreement, understanding, course of dealing, event or other occurrence or omission taking place on or prior to the Effective Date (collectively, the “Debtor Released Claims”); *provided, however*, that nothing in this Article XI.A.1 shall be a release, waiver, or discharge of any Litigation Claim transferred to the Liquidating Trust; *provided, provided further, however*, that nothing in this Article XI.A.1 shall be a waiver of any defense, offset, or objection to any Claim filed against the Debtors and their Estates by any Person or Entity; *provided further, however*, that this Article XI.A.1 shall not release the Released Parties for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction).

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the release described in this Article XI.A.1, which includes by reference each of the related provisions and definitions contained in the Combined Plan and Disclosure Statement.

2. Mutual Releases by the Released Parties

As of the Effective Date, to the maximum extent permitted by applicable law, for good and valuable consideration, the adequacy of which is hereby confirmed, the Released Parties shall be deemed to forever release, waive, and discharge the Debtors and the Committee and each of its members, solely in their capacity as such, for all Debtor Released Claims (other than the rights of the Holders of Claims and Interests to enforce the Combined Plan and Disclosure Statement and the contracts, instruments, releases, and other agreements or documents delivered thereunder); *provided*, however, that members of the Committee are providing and receiving the release described in this Article XI.A.2 only in their capacities as members of the Committee and not in their individual capacities as Creditors; *provided further, however*, that this Article XI.A.2 shall not release the Debtors, the Committee, or its members, solely in their capacity as such, for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction).

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the release described in this Article XI.A.2, which includes by reference each of the related provisions and definitions contained in the Combined Plan and Disclosure Statement.

3. Releases by Third-Party Releasing Parties

As of the Effective Date, to the maximum extent permitted by applicable law, for good and valuable consideration, the adequacy of which is hereby confirmed, the Third-Party

Releasing Parties shall be deemed to forever release, waive, and discharge each of the Third-Party Released Parties⁴ from all liabilities, claims, actions, proceedings, suits, accounts, controversies, agreements, promises, rights to legal remedies, right to equitable remedies, or rights to payment whatsoever in connection with or related to the Debtors, the Debtors' operations, patient or resident care, Litigation Claims, the Debtors' in-or out-of-court financing, restructuring, reorganization, or liquidation efforts, any contract, agreement, understanding, or course of dealing, the Chapter 11 Cases, the Plan Settlement, the Credit Agreement, or the Combined Plan and Disclosure Statement and the formulation, preparation, dissemination, solicitation, negotiation, consummation, and implementation of any of the foregoing or any contract, instrument, release, or other agreement, understanding, accord, course of dealing, or document created or entered into in connection with or evidencing any of the foregoing, whether or not accrued, arising or having occurred, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, mixed, or otherwise, that may be based in whole or part on any act, omission, transaction, agreement, understanding, course of dealing, event or other occurrence or omission taking place on or prior to the Effective Date; *provided however*, that this Article XI.A.3 shall not release the Third-Party Released Parties for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction). (collectively, the "Third-Party Released Claims").

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the release described in this Article XI.A.3, which includes by reference each of the related provisions and definitions contained in the Combined Plan and Disclosure Statement.

4. Non-Insider Preference Action Waiver and Release

Pursuant to Bankruptcy Rule 9019(a) and in exchange for the compromises contained in the Combined Plan and Disclosure Statement, including, without limitation, the Combined Plan and Disclosure Statement's release, exculpation, and injunction provisions, all Non-Insider Preference Actions shall be released and waived by the Debtors, the Estates, the Plan Administrator, and the Liquidating Trustee.

Article XI.B. Exculpation and Limitation of Liability

None of (a) the Debtors, (b) the managers, officers, or directors of any of the Debtors serving at any time during the pendency of the Chapter 11 Cases, (c) the Professionals retained by the Debtors in the Chapter 11 Cases, (d) the Committee and its Professionals retained in the Chapter 11 Cases, and, solely in their respective capacities as members or representatives of the Committee, each member of the Committee, or (e) the PCO and its Professionals retained in these cases shall have or incur any liability to any Holder of a Claim or an Interest, or any other party-in-interest for any act or omission in connection with, relating to or arising out of, the Chapter 11 Cases, the DIP Facility, the PCO's evaluations, reports, pleadings, or other writings filed by or on behalf of the PCO in or in connection with

⁴ For the avoidance of doubt, the Third-Party Released Parties include certain parties that are not otherwise released by the releases set forth in section XI.A.1 or XI.A.2 or by the exculpation set forth in section XI.B.

the Chapter 11 Cases, the formulation, negotiation, or implementation of the Combined Plan and Disclosure Statement, the solicitation of acceptances of the Combined Plan and Disclosure Statement, the pursuit of Confirmation of the Combined Plan and Disclosure Statement, the Confirmation of the Combined Plan and Disclosure Statement, the consummation of the Combined Plan and Disclosure Statement, or the administration of the Combined Plan and Disclosure Statement or the property to be distributed under the Combined Plan and Disclosure Statement, except for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction), and such parties in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Combined Plan and Disclosure Statement. For the avoidance of doubt, nothing contained in this paragraph shall exculpate prepetition or post-Effective Date acts or omissions.

Article XI.C. Injunction

Confirmation of the Combined Plan and Disclosure Statement shall have the effect of, among other things, permanently enjoining all Persons and Entities that have held, hold, or may hold or have asserted, assert, or may assert Claims against or Interests in the Debtors with respect to any such Claim or Interest from taking any of the following actions (other than actions to enforce any rights or obligations under the Combined Plan and Disclosure Statement): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting the Debtors, the Liquidating Trust, or any of its or their respective property; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Liquidating Trust, or any of its or their respective property; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Liquidating Trust, or any of its or their respective property; (iv) asserting any right of setoff, directly or indirectly, against any obligation due against the Liquidating Trust, or any of its or their respective property, except with respect to any right of setoff asserted prior to the entry of the Confirmation Order, whether asserted in a Proof of Claim or otherwise, or as otherwise contemplated, Impaired, or Allowed by the Combined Plan and Disclosure Statement; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Combined Plan and Disclosure Statement; and (vi) prosecuting or otherwise asserting (A) any Claim or Interest, including any right, Claim, or Cause of Action released pursuant to the Combined Plan and Disclosure Statement, (B) any form of objection to any Claim that is Allowed by the Combined Plan and Disclosure Statement and Confirmation Order, or (C) Avoidance Actions against any Holder of a Claim that is Allowed or any Avoidance Action released by the Combined Plan and Disclosure Statement. Additionally, unless otherwise explicitly stated in the Combined Plan and Disclosure Statement, in furtherance of the releases granted by the Combined Plan and Disclosure Statement or Confirmation Order, the injunction contemplated by this paragraph shall prohibit the assertion against the

Liquidating Trust and the Liquidating Trustee of all Claims or Interests, if any, related to the Debtors.

For the avoidance of doubt, no party bound by the releases in Article XI.A.1, Article XI.A.2, or Article XI.A.3 of the Combined Plan and Disclosure Statement may commence, continue, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, or pursuing, a Claim or Cause of Action of any kind against any Released Party or any Third-Party Released Party that are Debtor Released Claims or Third-Party Released Claims.

Confirmation of the Combined Plan and Disclosure Statement shall further have the effect of permanently enjoining all Persons and Entities from obtaining (a) any documents or other materials from current counsel for the Debtors that are in the possession of such counsel as a result of or arising in any way out of its representation of the Debtors and are subject to attorney-client privilege (or other any other form of privilege asserted by counsel), (b) any documents or other materials from current counsel for the Committee that are in the possession of such counsel as a result of or arising in any way out of its representation of the Committee and are subject to attorney-client privilege (or other any other form of privilege asserted by counsel), or (c) books and records, except in accordance with Article VIII.C hereof.

As defined in the Combined Plan and Disclosure Statement:

“Release by Debtors” means the release given by the Debtors to the Released Parties as set forth in Article XI.A.

“Released Parties” means, individually and collectively, in each case solely in their capacity as such, each and all of: (a) the Debtors’ CRO and Estate Professionals solely in their capacity as such; (b) the Committee, members of the Committee in their capacity as members of the Committee, and the Committee’s Professionals; in their capacity as such; (c) the PCO and the PCO’s Professionals in their capacity as such; and (d) the Independent Board Members.

“Third-Party Released Parties” means individually and collectively, in each case solely in their capacity as such, each and all of the Committee, members of the Committee in their capacity as such, and the Independent Board Members.

“Third-Party Releasing Parties” means the Holders of Claims who vote to accept or reject the Plan, or who abstain from voting on the Plan, and, in each case, who elect to “opt in” by marking the appropriate box on such Third-Party Releasing Party’s respective Ballot or opt in form and such Third-Party Releasing Party’s respective successors, assigns, transferees, directors, officers, managers, agents, members, financial and other advisors, attorneys, employees, partners, affiliates, and representatives (in each case, in their capacity as such).

PURSUANT TO THE COMBINED PLAN AND DISCLOSURE STATEMENT, AS A HOLDER OF CLAIMS WHO HAS BEEN GIVEN NOTICE OF THE OPPORTUNITY TO “OPT IN” TO GRANTING THE RELEASES SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, IF YOU TIMELY “OPT IN”

PURSUANT TO THE PROCEDURES SET FORTH IN THE COMBINED PLAN AND DISCLOSURE STATEMENT OR THE INTERIM APPROVAL AND PROCEDURES ORDER, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE XIA.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. OTHER RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS ARE FOUND IN SECTION 11 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE COMBINED PLAN AND DISCLOSURE STATEMENT, INCLUDING THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

PLEASE READ THE PRECEDING VOTING INFORMATION AND INSTRUCTIONS BEFORE COMPLETING THIS BALLOT.

PLEASE COMPLETE ITEMS 1, 2, AND 4 IN THEIR ENTIRETY. ITEM 3 IS OPTIONAL BUT SHOULD BE REVIEWED IN ITS ENTIRETY. IF THIS BALLOT IS NOT SIGNED ON THE APPROPRIATE LINE, THIS BALLOT WILL NOT BE VALID OR COUNTED AS HAVING BEEN CAST.

Item 1. Voting Amount. The undersigned certifies that, as of the Voting Record Date of April 21, 2025, the undersigned was a Holder of a Class 4 General Unsecured Claim in the principal amount set forth below:⁵

Voting Amount: _____

Debtor: All Applicable Debtors

Item 2. Vote on Plan. The undersigned Holder of the Claim identified in Item 1 hereby votes to (check one box only):

☐ **Accept** (vote FOR) the Combined Plan and Disclosure Statement ☐ **Reject** (vote AGAINST) the Combined Plan and Disclosure Statement

Item 3. Important Information Regarding Exculpations, Releases, and Injunctions; Optional Election to “Opt In” to Third-Party Releases.

Be advised that Article XI of the Combined Plan and Disclosure Statement contains exculpation, release, and injunction provisions as described in the Combined Hearing Notice served with this Ballot. **PLEASE CONSULT THE COMBINED PLAN AND DISCLOSURE STATEMENT AND/OR THE COMBINED HEARING NOTICE AND CAREFULLY REVIEW THE EXCULPATION, RELEASE, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.**

AS A HOLDER OF A CLAIM AGAINST THE DEBTORS, YOU SHALL BE DEEMED A “THIRD-PARTY RELEASING PARTY” UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT AND PROVIDE THE THIRD-PARTY RELEASE CONTAINED IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, ONLY IF YOU “OPT IN” TO THE THIRD-PARTY RELEASE. YOU MAY CHECK THE BOX BELOW TO ELECT TO GRANT THE RELEASE CONTAINED IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. BY “OPTING IN” TO THE THIRD-PARTY RELEASE, YOU CONSENT TO THE JURISDICTIONAL AND CONSTITUTIONAL AUTHORITY OF THE COURT TO HEAR, DETERMINE, AND APPROVE THE THIRD-PARTY RELEASE AS SET FORTH IN ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE ELECTION TO WITHHOLD CONSENT TO GRANT THE THIRD-PARTY RELEASE IS AT YOUR OPTION.

⁵ For voting purposes only, subject to the Solicitation and Voting Procedures.

ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT CONTAINS RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND ARTICLE XI.A.3 CONTAINS A THIRD-PARTY RELEASE. THUS, YOU ARE ADVISED TO REVIEW AND CONSIDER THE COMBINED PLAN AND DISCLOSURE STATEMENT CAREFULLY BECAUSE YOUR RIGHTS MIGHT BE AFFECTED THEREUNDER. ALL HOLDERS OF CLAIMS OR INTERESTS THAT ELECT TO OPT-IN TO THE PROVISIONS CONTAINED IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT AS PROVIDED IN THIS BALLOT WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTORS AND THE RELEASED PARTIES PURSUANT TO ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. BY ELECTING NOT TO “OPT IN” TO THE RELEASES SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU WILL FORGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. YOUR RECOVERY UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT REMAINS UNAFFECTED WHETHER OR NOT YOU ELECT TO OPT IN TO THE RELEASES. YOU ARE PERMITTED TO GIVE AND RECEIVE CERTAIN MUTUAL RELEASES UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT IF YOU “OPT IN” TO DOING SO. IF YOU DO NOT ELECT TO “OPT IN” TO THE RELEASES SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU WILL FORGO THE BENEFIT OF OBTAINING THE MUTUAL RELEASES SET FORTH IN ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

YOUR ELECTION TO “OPT IN” TO THE THIRD-PARTY RELEASE DOES NOT CONSTITUTE A VOTE TO ACCEPT OR REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT.

The undersigned Holder of the Claim identified in Item 1 hereby elects to:

- ☐ “Opt in” to the third-party releases contained in Article XI of the Combined Plan and Disclosure Statement.

Item 4. Acknowledgements and Certification. By signing this Ballot, the undersigned acknowledges and certifies the following: (a) it has received the Solicitation Package (including the Combined DS and Plan); (b) the Debtors’ solicitation of votes is subject to all terms and conditions set forth in the Combined Plan and Disclosure Statement, the Solicitation Order, and the Solicitation and Voting Procedures; (c) the receipt or submission of this Ballot shall not constitute or be deemed a Proof of Claim, an assertion of a Claim, or the allowance of a Claim; (d) the Ballot is not a letter of transmittal and may not be used for any purpose other than to vote to accept or reject the Combined Plan and Disclosure Statement or opt out of the Combined Plan and Disclosure Statement’s third-party releases; (e) it has the power and authority to vote to accept or reject the Combined Plan and Disclosure Statement and exercise elections with respect thereto; (f) it was the Holder of the Secured Notes Claim(s) described in Item 1 as of the Voting Record Date (or is entitled to vote on behalf of such Holder); and (g) all authority conferred, or agreed to be

conferred, pursuant to this Ballot, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Name of Holder

Telephone Number

Signature

Email Address

If by Authorized Agent, Name and Title

Name of Institution

Date Completed

Street Address

City, State, Zip Code

Exhibit 2

Amended Combined Hearing Notice

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

**In re
SC HEALTHCARE HOLDING, LLC *et al.*,
Debtors.¹**

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

NOTICE OF:

- (I) APPROVAL OF COMBINED PLAN AND DISCLOSURE STATEMENT ON AN INTERIM BASIS FOR SOLICITATION PURPOSES ONLY;**
- (II) DEADLINES TO FILE ADMINISTRATIVE EXPENSE CLAIMS; AND**
- (III) THE HEARING TO CONSIDER (A) FINAL APPROVAL OF THE COMBINED PLAN AND DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION AND (B) CONFIRMATION OF THE COMBINED PLAN AND DISCLOSURE STATEMENT**

TO ALL HOLDERS OF CLAIMS AND INTERESTS:

PLEASE TAKE NOTICE OF THE FOLLOWING:

On March 20, 2024 (the “Petition Date”), the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) filed voluntary petitions for relief under title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the District of Delaware (the “Court”).

I. APPROVAL OF COMBINED PLAN AND DISCLOSURE STATEMENT ON AN INTERIM BASIS

On April 21, 2025, the Court entered an order (the “Interim Approval and Procedures Order”),² which, among other things, approved the *Debtors’ Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 1365] (as may be amended, modified, or

¹ 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 (the “Case Information Website”).

² Capitalized terms used herein shall have the meanings ascribed to them in the Interim Approval and Procedures Order or the Combined Plan and Disclosure Statement, as applicable.

supplemented from time to time, the “Combined Plan and Disclosure Statement”) on an interim basis for solicitation purposes only.

Copies of this notice, the Combined Plan and Disclosure Statement, the Solicitation and Voting Procedures, and all other documents filed in the Chapter 11 Cases may be obtained and reviewed without charge on the Case Information Website, upon request to the Voting Agent: (i) online at <https://www.veritaglobal.net/Petersen/inquiry>, (ii) by email at PetersenHealthInfo@veritaglobal.com, (iii) via telephone at (888) 830-4662 (toll-free in the U.S. and Canada) or (310) 751-2646 (International), or (iv) by accessing the link at the following QR code:



If you have any questions about this notice or any documents or materials that you received, or if you need a Solicitation Package or Opt-In Election Form, either in electronic or print form, contact the Voting Agent at <https://www.veritaglobal.net/Petersen/inquiry> or PetersenHealthInfo@veritaglobal.com or via telephone at (888) 830-4662 (toll-free in the U.S. and Canada) or (310) 751-2646 (International). **THE VOTING AGENT CANNOT AND WILL NOT PROVIDE LEGAL ADVICE. DO NOT DIRECT ANY INQUIRIES TO THE COURT.**

The Plan Supplement will be filed no later than seven days prior to the Voting Deadline and will be available from the Voting Agent on the Case Information Website, by email PetersenHealthInfo@veritaglobal.com, or via telephone at (888) 830-4662 (toll-free in the U.S. and Canada) or (310) 751-2646 (International).

II. ADMINISTRATIVE EXPENSE BAR DATES

Any Proof of Claim for an Administrative Expense Claim (other than Professional Fee Claims and Claims under Section 503(b)(9) of the Bankruptcy Code) against the Debtors that arose, accrued, or otherwise became due and payable at any time on or before the date on which this Order is entered (the “Initial Administrative Expense Period”) must be sent: (a) if by overnight mail, courier service, hand delivery, regular mail, or in person mail, to KCC dba Verita 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 9024, or (b) if electronically, through the online Proof of Claim Form available at <https://veritaglobal.net/petersen>, so that it is received no later than _____, *i.e.*, thirty (30) days after the date on which this Order is entered (the “Initial Administrative Expense Bar Date”). Any Proof of Claim for an Administrative Expense Claim (other than Professional Fee Claims and Claims under Section 503(b)(9) of the Bankruptcy Code) against the Debtors that arises, accrues, or otherwise becomes due and payable at any time *after* the date on which this Order was entered but on or before the Effective Date (the “Secondary

Administrative Expense Period,” and collectively with the Initial Administrative Expense Period, the “Administrative Expense Periods”) must be sent: (a) if by overnight mail, courier service, hand delivery, regular mail, or in person mail, to KCC dba Verita 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 9024, or (b) if electronically, through the online Proof of Claim Form available at <https://veritaglobal.net/petersen>, so that it is received no later than thirty (30) days after the Effective Date (the “Secondary Administrative Expense Bar Date,” and collectively with the Initial Administrative Bar Date, the “Administrative Expense Bar Dates”). Holders of Administrative Expense Claims that arose, accrued, or otherwise became due during the Administrative Expense Periods that do not file requests for the allowance and payment thereof on or before the applicable Administrative Expense Bar Date shall forever be barred from asserting such Administrative Expense Claims against the Debtors. Unless the Debtors or any other party in interest objects to an Administrative Expense Claim, such Administrative Expense Claim shall be deemed Allowed in the amount requested. In the event that the Debtors or any other party in interest objects to an Administrative Expense Claim, and the Administrative Expense Claim is not otherwise resolved, the Bankruptcy Court shall determine the Allowed amount of such Administrative Expense Claim.

III. THE HEARING TO CONSIDER (I) FINAL APPROVAL OF THE COMBINED PLAN AND DISCLOSURE STATEMENT AS CONTAINING ADEQUATE INFORMATION AND (II) CONFIRMATION OF THE COMBINED PLAN AND DISCLOSURE STATEMENT

Combined Hearing. A combined hearing (the “Combined Hearing”) to consider (i) final approval of the Combined Plan and Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code and (ii) confirmation of the Combined Plan and Disclosure Statement will be held before the Honorable Thomas M. Moran, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, Delaware 19801, on **May 30, 2025, at 10:00 a.m. (prevailing Eastern Time)**. The Combined Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court of the adjourned date at the Combined Hearing or any continued hearing or as indicated in any notice filed with the Court on the docket (and posted on the Case Information Website) in these Chapter 11 Cases.

Voting Deadline. Only holders of Claims in Classes 1a-1j (Prepetition Lender Claims) and Class 4 (General Unsecured Claims) are entitled to vote to accept or reject the Combined Plan and Disclosure Statement. The deadline for the submission of such votes to the Voting Agent is May 16, 2025, at 4:00 p.m. (prevailing Eastern Time).

Parties Not Entitled to Vote. Holders of Unimpaired Claims in Class 2 (Other Secured Claims) and Class 3 (Priority Claims) will be paid in full and are deemed to accept the Combined Plan and Disclosure Statement. Holders of Claims or Interests in Class 5 (Intercompany Claims) and Class 6 (Equity Interest) are deemed to reject the Combined Plan and Disclosure Statement and are not entitled to vote. In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims, as described in the Combined Plan and Disclosure Statement, have not been classified and, therefore, Holders of such Claims are not entitled to vote to accept or reject the Combined Plan and Disclosure

Statement. The respective treatment of such unclassified Claims is set forth in Article IV of the Combined Plan and Disclosure Statement.

Objections to Confirmation. Objections to confirmation of the Combined Plan and Disclosure Statement, including any objection to the adequacy of the disclosures, if any, must: (i) be in writing, in English, and in text-searchable format; (ii) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and the Interim Approval and Procedures Order; (iii) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (iv) state with particularity the basis and nature of such objection; and (v) be filed with the Court and served on the Notice Parties³ so as to be received no later than **4:00 p.m. (prevailing Eastern Time) on May 23, 2025**. Unless an objection is timely served and filed as prescribed herein, it may not be considered by the Court.

Rule 3018 Motions. If you wish to challenge the classification, or temporary allowance of your Claim for voting purposes under the Solicitation and Voting Rules, you must file a motion pursuant to Fed. R. Bankr. P. 3018(a) in accordance with the procedures provided in paragraph 13 of the Interim Approval and Procedures Order.

PLEASE BE ADVISED THAT ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING:

Article XI contains the following consensual releases by Holders of Claims and Interests:

Article XI.A. Releases

1. Releases by the Debtors

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, and any Person or Entity seeking to exercise the rights or assert Claims or Causes of Action of or through the Debtors' Estates, including, without limitation, any successor to the Debtors, any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code shall be deemed to forever release, waive, and discharge each of the Released Parties for all liabilities, actions, proceedings, Causes of Action, Avoidance Actions, suits, accounts, controversies, agreements, promises,

³ The Notice Parties are: (a) the Debtors, 830 W. Trailcreek Drive, Peoria, IL 61614, Attn: David R. Campbell (dcampbell@getzlerhenrich.com); (b) co-counsel to the Debtors, Winston & Strawn LLP, 35 West Wacker Drive, Chicago, IL 60601, Attn.: Gregory M. Gartland (ggartland@winston.com), Daniel J. McGuire (dmcguire@winston.com), and Joel McKnight Mudd (jmudd@winston.com) and 200 Park Avenue, New York, NY 10166, Attn.: Carrie V. Hardman (chardman@winston.com) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn.: Andrew L. Magaziner (amagaziner@ycst.com), Shella Borovinskaya (sborovinskaya@ycst.com), and Carol E. Thompson (cthompson@ycst.com); (c) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda Casey (Linda.Casey@usdoj.gov) and Jon Lipshie (Jon.Lipshie@usdoj.gov); and (d) counsel to the Official Committee of Unsecured Creditors, Greenberg Traurig, LLP, 360 North Green St, Suite 1300, Chicago, IL 60607, Attn: Nancy A. Peterman (peterman@gtlaw.com) and Danny Duerdoth (duerdothd@gtlaw.com), and 1000 Louisiana Street, Suite 6700, Houston, TX 77002, Attn: Shari L. Heyen (shari.heyen@gtlaw.com), and 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801, Attn: Anthony W. Clark (anthony.clark@gtlaw.com) and Dennis A. Meloro (dennis.meloro@gtlaw.com).

rights to legal remedies, right to equitable remedies, rights to payment, or Claims whatsoever, including any derivative Claims, asserted or assertible on behalf of or through the Debtors, or by way of subrogation, that the Debtors would have been or may be entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor, or that any Holder of any Claim against or Interest in a Debtor could have asserted or may assert on behalf of any Debtor, in connection with or related to the Debtors, the Debtors' operations, patient or resident care, the Debtors' in-or out-of-court financing, restructuring, reorganization, or liquidation efforts, the Credit Agreement, the Chapter 11 Cases, or the Combined Plan and Disclosure Statement (other than the rights of the Debtors to enforce the Combined Plan and Disclosure Statement and the contracts, instruments, releases, and other agreements or documents delivered thereunder), and the formulation, preparation, dissemination, solicitation, negotiation, consummation, and implementation of any of the foregoing or any contract, instrument, release, or other agreement, understanding, accord, course of dealing, or document created or entered into in connection with or evidencing any of the foregoing, whether or not accrued, arising or having occurred, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, mixed, or otherwise, that may be based in whole or part on any act, omission, transaction, agreement, understanding, course of dealing, event or other occurrence or omission taking place on or prior to the Effective Date (collectively, the "Debtor Released Claims"); *provided, however*, that nothing in this Article XI.A.1 shall be a release, waiver, or discharge of any Litigation Claim transferred to the Liquidating Trust; *provided, provided further, however*, that nothing in this Article XI.A.1 shall be a waiver of any defense, offset, or objection to any Claim filed against the Debtors and their Estates by any Person or Entity; *provided further, however*, that this Article XI.A.1 shall not release the Released Parties for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the release described in this Article XI.A.1, which includes by reference each of the related provisions and definitions contained in the Combined Plan and Disclosure Statement.

2. Mutual Releases by the Released Parties

As of the Effective Date, to the maximum extent permitted by applicable law, for good and valuable consideration, the adequacy of which is hereby confirmed, the Released Parties shall be deemed to forever release, waive, and discharge the Debtors and the Committee and each of its members, solely in their capacity as such, for all Debtor Released Claims (other than the rights of the Holders of Claims and Interests to enforce the Combined Plan and Disclosure Statement and the contracts, instruments, releases, and other agreements or documents delivered thereunder); *provided*, however, that members of the Committee are providing and receiving the release described in this Article XI.A.2 only in their capacities as members of the Committee and not in their individual capacities as Creditors; *provided further, however*, that this Article XI.A.2 shall not release the Debtors, the Committee, or its members, solely in their capacity as such, for acts or omissions which are the result of fraud,

gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the release described in this Article XI.A.2, which includes by reference each of the related provisions and definitions contained in the Combined Plan and Disclosure Statement.

3. Releases by Third-Party Releasing Parties

As of the Effective Date, to the maximum extent permitted by applicable law, for good and valuable consideration, the adequacy of which is hereby confirmed, the Third-Party Releasing Parties shall be deemed to forever release, waive, and discharge each of the Third-Party Released Parties⁴ from all liabilities, claims, actions, proceedings, suits, accounts, controversies, agreements, promises, rights to legal remedies, right to equitable remedies, or rights to payment whatsoever in connection with or related to the Debtors, the Debtors' operations, patient or resident care, Litigation Claims, the Debtors' in-or out-of-court financing, restructuring, reorganization, or liquidation efforts, any contract, agreement, understanding, or course of dealing, the Chapter 11 Cases, the Plan Settlement, the Credit Agreement, or the Combined Plan and Disclosure Statement and the formulation, preparation, dissemination, solicitation, negotiation, consummation, and implementation of any of the foregoing or any contract, instrument, release, or other agreement, understanding, accord, course of dealing, or document created or entered into in connection with or evidencing any of the foregoing, whether or not accrued, arising or having occurred, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, mixed, or otherwise, that may be based in whole or part on any act, omission, transaction, agreement, understanding, course of dealing, event or other occurrence or omission taking place on or prior to the Effective Date; *provided however*, that this Article XI.A.3 shall not release the Third-Party Released Parties for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction). (collectively, the "Third-Party Released Claims").

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the release described in this Article XI.A.3, which includes by reference each of the related provisions and definitions contained in the Combined Plan and Disclosure Statement.

4. Non-Insider Preference Action Waiver and Release

Pursuant to Bankruptcy Rule 9019(a) and in exchange for the compromises contained in the Combined Plan and Disclosure Statement, including, without limitation, the Combined Plan and Disclosure Statement's release, exculpation, and injunction provisions,

⁴ For the avoidance of doubt, the Third-Party Released Parties include certain parties that are not otherwise released by the releases set forth in section XI.A.1 or XI.A.2 or by the exculpation set forth in section XI.B.

all Non-Insider Preference Actions shall be released and waived by the Debtors, the Estates, the Plan Administrator, and the Liquidating Trustee.

Article XI.B. Exculpation and Limitation of Liability

None of (a) the Debtors, (b) the managers, officers, or directors of any of the Debtors serving at any time during the pendency of the Chapter 11 Cases, (c) the Professionals retained by the Debtors in the Chapter 11 Cases, (d) the Committee and its Professionals retained in the Chapter 11 Cases, and, solely in their respective capacities as members or representatives of the Committee, each member of the Committee, or (e) the PCO and its Professionals retained in these cases shall have or incur any liability to any Holder of a Claim or an Interest, or any other party-in-interest for any act or omission in connection with, relating to or arising out of, the Chapter 11 Cases, the DIP Facility, the PCO's evaluations, reports, pleadings, or other writings filed by or on behalf of the PCO in or in connection with the Chapter 11 Cases, the formulation, negotiation, or implementation of the Combined Plan and Disclosure Statement, the solicitation of acceptances of the Combined Plan and Disclosure Statement, the pursuit of Confirmation of the Combined Plan and Disclosure Statement, the Confirmation of the Combined Plan and Disclosure Statement, the consummation of the Combined Plan and Disclosure Statement, or the administration of the Combined Plan and Disclosure Statement or the property to be distributed under the Combined Plan and Disclosure Statement, except for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction), and such parties in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Combined Plan and Disclosure Statement. For the avoidance of doubt, nothing contained in this paragraph shall exculpate prepetition or post-Effective Date acts or omissions.

Article XI.C. Injunction

Confirmation of the Combined Plan and Disclosure Statement shall have the effect of, among other things, permanently enjoining all Persons and Entities that have held, hold, or may hold or have asserted, assert, or may assert Claims against or Interests in the Debtors with respect to any such Claim or Interest from taking any of the following actions (other than actions to enforce any rights or obligations under the Combined Plan and Disclosure Statement): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting the Debtors, the Liquidating Trust, or any of its or their respective property; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Liquidating Trust, or any of its or their respective property; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Liquidating Trust, or any of its or their respective property; (iv) asserting any right of setoff, directly or indirectly, against any obligation due against the Liquidating Trust, or any of its or their respective property, except with respect to any right of setoff asserted prior to the entry of the Confirmation Order,

whether asserted in a Proof of Claim or otherwise, or as otherwise contemplated, Impaired, or Allowed by the Combined Plan and Disclosure Statement; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Combined Plan and Disclosure Statement; and (vi) prosecuting or otherwise asserting (A) any Claim or Interest, including any right, Claim, or Cause of Action released pursuant to the Combined Plan and Disclosure Statement, (B) any form of objection to any Claim that is Allowed by the Combined Plan and Disclosure Statement and Confirmation Order, or (C) Avoidance Actions against any Holder of a Claim that is Allowed or any Avoidance Action released by the Combined Plan and Disclosure Statement. Additionally, unless otherwise explicitly stated in the Combined Plan and Disclosure Statement, in furtherance of the releases granted by the Combined Plan and Disclosure Statement or Confirmation Order, the injunction contemplated by this paragraph shall prohibit the assertion against the Liquidating Trust and the Liquidating Trustee of all Claims or Interests, if any, related to the Debtors.

For the avoidance of doubt, no party bound by the releases in Article XI.A.1, Article XI.A.2, or Article XI.A.3 of the Combined Plan and Disclosure Statement may commence, continue, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, or pursuing, a Claim or Cause of Action of any kind against any Released Party or any Third-Party Released Party that are Debtor Released Claims or Third-Party Released Claims.

Confirmation of the Combined Plan and Disclosure Statement shall further have the effect of permanently enjoining all Persons and Entities from obtaining (a) any documents or other materials from current counsel for the Debtors that are in the possession of such counsel as a result of or arising in any way out of its representation of the Debtors and are subject to attorney-client privilege (or other any other form of privilege asserted by counsel), (b) any documents or other materials from current counsel for the Committee that are in the possession of such counsel as a result of or arising in any way out of its representation of the Committee and are subject to attorney-client privilege (or other any other form of privilege asserted by counsel), or (c) books and records, except in accordance with Article VIII.C hereof.

As defined in the Combined Plan and Disclosure Statement:

“Release by Debtors” means the release given by the Debtors to the Released Parties as set forth in Article XI.A.

“Released Parties” means, individually and collectively, in each case solely in their capacity as such, each and all of: (a) the Debtors’ CRO and Estate Professionals solely in their capacity as such; (b) the Committee, members of the Committee in their capacity as members of the Committee, and the Committee’s Professionals; in their capacity as such; (c) the PCO and the PCO’s Professionals in their capacity as such; and (d) the Independent Board Members.

“Third-Party Released Parties” means individually and collectively, in each case solely in their capacity as such, each and all of the Committee, members of the Committee in their capacity as such, and the Independent Board Members.

“Third-Party Releasing Parties” means the Holders of Claims who vote to accept or reject the Plan, or who abstain from voting on the Plan, and, in each case, who elect to “opt in” by marking the appropriate box on such Third-Party Releasing Party’s respective Ballot or opt in form and such Third-Party Releasing Party’s respective successors, assigns, transferees, directors, officers, managers, agents, members, financial and other advisors, attorneys, employees, partners, affiliates, and representatives (in each case, in their capacity as such).

OTHER RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS ARE FOUND IN SECTION 11 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE COMBINED PLAN AND DISCLOSURE STATEMENT, INCLUDING THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Dated: April 21, 2025
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

/s/ _____
Andrew L. Magaziner (No. 5426)
Shella Borovinskaya (No. 6758)
Carol E. Thompson (No. 6936)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: amagaziner@ycst.com
sborovinskaya@ycst.com
cthompson@ycst.com

and

WINSTON & STRAWN LLP

Daniel J. McGuire (admitted pro hac vice)
Gregory M. Gartland (admitted pro hac vice)
35 W. Wacker Drive
Chicago, IL 60601
Telephone: (312) 558-5600
Facsimile: (312) 558-5700
Email: dmcguire@winston.com
Email: ggartland@winston.com

and

Carrie V. Hardman (admitted pro hac vice)
200 Park Avenue
New York, New York 10166
Telephone: (212) 294-6700
Facsimile: (212) 294-4700
Email: chardman@winston.com

*Counsel for the Debtors and Debtors in
Possession*

Exhibit 3

Amended Non-Voting Notice

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

In re

SC HEALTHCARE HOLDING, LLC *et al.*,

Debtors.¹

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

**NOTICE OF PLAN CONFIRMATION, RELATED DEADLINES,
ADMINISTRATIVE EXPENSE BAR DATES, AND NON-VOTING STATUS**

On April 21, 2025, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order [Docket No. [•]] (the “Interim Approval and Procedures Order”) that, among other things, (a) approved on an interim basis the Disclosure Statement contained in the *Debtors’ Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 1365] (as may be amended, modified, or supplemented, the “Combined Plan and Disclosure Statement”),² as containing adequate information, in compliance with section 1125(a) of the Bankruptcy Code, for the purpose of soliciting votes on the Combined Plan and Disclosure Statement, (b) approved the Solicitation and Voting Procedures on a final basis and authorized the Debtors to solicit votes to accept or reject the Combined Plan and Disclosure Statement in accordance with such procedures, (c) approved the forms of Ballots, Solicitation Package, and other related notices, (d) established certain dates and deadlines in connection with the solicitation and confirmation of the Combined Plan and Disclosure Statement, and (e) scheduled a Combined Hearing for the final approval and confirmation of the Combined Plan and Disclosure Statement.

UNDER THE TERMS OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOUR CLAIM(S) AGAINST AND/OR EQUITY INTEREST(S) IN THE DEBTORS IS (ARE) NOT ENTITLED TO VOTE ON THE COMBINED PLAN AND DISCLOSURE STATEMENT. CLAIMS IN CLASS 2 (OTHER SECURED CLAIMS) AND CLASS 3 (PRIORITY CLAIMS) ARE UNIMPAIRED BECAUSE THEY WILL BE PAID IN FULL. CLASSES 2 AND 3 ARE THEREFORE DEEMED TO ACCEPT THE COMBINED PLAN AND DISCLOSURE STATEMENT. CLAIMS IN CLASS 5 (INTERCOMPANY CLAIMS) AND CLASS 6 (EQUITY INTERESTS) ARE IMPAIRED AND ARE NOT ENTITLED TO ANY RECOVERY UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT. CLASSES 5 AND 6 ARE

¹ 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 (the “Case Information Website”).

² Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Combined Plan and Disclosure Statement or the Interim Approval and Procedures Order, as applicable.

THEREFORE PRESUMED TO REJECT THE COMBINED PLAN AND DISCLOSURE STATEMENT.

You may wish to seek independent legal advice concerning the Combined Plan and Disclosure Statement and the classification and treatment of your Claim or Interest thereunder. No Person or other Entity has been authorized to give any information or advice, or to make any representation, other than what is included in the Combined Plan and Disclosure Statement or the materials accompanying this notice. If you have any questions about the status of your Claim or Interest, contact the Voting Agent at <https://www.veritaglobal.net/Petersen/inquiry> or PetersenHealthInfo@veritaglobal.com or via telephone at (888) 830-4662 (toll-free in the U.S. and Canada) or (310) 751-2646 (International).

YOU WILL NOT BE SERVED WITH A COPY OF THE INTERIM APPROVAL AND PROCEDURES ORDER. IF YOU ARE A MEMBER OF CLASS 2 OR CLASS 3, YOU WILL NOT BE SERVED WITH A COPY OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. If you wish to review copies of such documents, if you received your Notice of Non-Voting Status via email and desire a paper copy, if you received your Notice of Non-Voting Status in paper form but the Opt-In Election Form is either missing or damaged, or if you need to obtain additional Opt-In Election Forms, you may obtain copies at no charge by (a) accessing the Case Information Website or (b) contacting the Voting Agent via the methods set forth above. Contact the Voting Agent via those same methods if you have any questions on how to properly complete or submit an Opt-In Election Form. **THE VOTING AGENT CANNOT AND WILL NOT PROVIDE LEGAL ADVICE. DO NOT DIRECT ANY INQUIRIES TO THE COURT.**

Administrative Expense Bar Dates. Any Proof of Claim for an Administrative Expense Claim (other than Professional Fee Claims and Claims under Section 503(b)(9) of the Bankruptcy Code) against the Debtors that arose, accrued, or otherwise became due and payable at any time on or before the date on which this Order is entered (the “Initial Administrative Expense Period”) must be sent: (a) if by overnight mail, courier service, hand delivery, regular mail, or in person mail, to KCC dba Verita 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 9024, or (b) if electronically, through the online Proof of Claim Form available at <https://veritaglobal.net/petersen>, so that it is received no later than _____, *i.e.*, thirty (30) days after the date on which this Order is entered (the “Initial Administrative Expense Bar Date”). Any Proof of Claim for an Administrative Expense Claim (other than Professional Fee Claims and Claims under Section 503(b)(9) of the Bankruptcy Code) against the Debtors that arises, accrues, or otherwise becomes due and payable at any time *after* the date on which this Order was entered but on or before the Effective Date (the “Secondary Administrative Expense Period,” and collectively with the Initial Administrative Expense Period, the “Administrative Expense Periods”) must be sent: (a) if by overnight mail, courier service, hand delivery, regular mail, or in person mail, to KCC dba Verita 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 9024, or (b) if electronically, through the online Proof of Claim Form available at <https://veritaglobal.net/petersen>, so that it is received no later than thirty (30) days after the Effective Date (the “Secondary Administrative Expense Bar Date,” and collectively with the Initial Administrative Bar Date, the “Administrative Expense Bar Dates”). Holders of Administrative Expense Claims that arise, accrue, or otherwise become due during the Administrative Expense Periods that do not file requests for the allowance and payment thereof on or before the applicable Administrative Expense Bar Date shall forever be barred from asserting such Administrative

Expense Claims against the Debtors. Unless the Debtors or any other party in interest objects to an Administrative Expense Claim, such Administrative Expense Claim shall be deemed Allowed in the amount requested. In the event that the Debtors or any other party in interest objects to an Administrative Expense Claim, and the Administrative Expense Claim is not otherwise resolved, the Bankruptcy Court shall determine the Allowed amount of such Administrative Expense Claim.

Combined Hearing. A Combined Hearing on the final approval and confirmation of the Combined Plan and Disclosure Statement will commence on **May 30, 2025 at 10:00 a.m. (prevailing Eastern Time)** before the Honorable Thomas M. Horan, at 824 N. Market Street, Wilmington, DE 19801. Be advised that the Combined Hearing may be adjourned or continued from time to time by the Court or the Debtors by (a) announcing such adjournment or continuance in open court or (b) filing a notice on the Court's docket, posting such notice on the Case Information Website, and serving it on parties entitled to notice under Bankruptcy Rule 2002. In accordance with the Combined Plan and Disclosure Statement and the Interim Approval and Procedures Order, the Combined Plan and Disclosure Statement may be modified, if necessary, before, during or as a result of the Combined Hearing without further action by the Debtors and without further notice to or action, order, or approval of the Court or any other Entity.

Objection Deadline. The Court has established **May 23, 2025 at 4:00 p.m. (prevailing Eastern Time)** as the deadline for filing and serving objections to the final approval and/or confirmation of the Combined Plan and Disclosure Statement. Any objection to the Combined Plan and Disclosure Statement must be filed with the Court in accordance with the Interim Approval and Procedures Order and be served on: (a) the Debtors, 830 W. Trailcreek Drive, Peoria, IL 61614, Attn: David R. Campbell (dcampbell@getzlerhenrich.com); (b) co-counsel to the Debtors, Winston & Strawn LLP, 35 West Wacker Drive, Chicago, IL 60601, Attn.: Gregory M. Gartland (ggartland@winston.com), Daniel J. McGuire (dmcguire@winston.com), and Joel McKnight Mudd (jmudd@winston.com) and 200 Park Avenue, New York, NY 10166, Attn.: Carrie V. Hardman (chardman@winston.com) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn.: Andrew L. Magaziner (amagaziner@ycst.com), Shella Borovinskaya (sborovinskaya@ycst.com), and Carol E. Thompson (cthompson@ycst.com); (c) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda Casey (Linda.Casey@usdoj.gov) and Jon Lipshie (Jon.Lipshie@usdoj.gov); and (d) counsel to the Official Committee of Unsecured Creditors, Greenberg Traurig, LLP, 360 North Green St, Suite 1300, Chicago, IL 60607, Attn: Nancy A. Peterman (peterman@gtlaw.com) and Danny Duerdoth (duerdothd@gtlaw.com), and 1000 Louisiana Street, Suite 6700, Houston, TX 77002, Attn: Shari L. Heyen (shari.heyen@gtlaw.com), and 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801, Attn: Anthony W. Clark (anthony.clark@gtlaw.com) and Dennis A. Meloro (dennis.meloro@gtlaw.com), in each case no later than May 23, 2025 at 4:00 p.m. (prevailing Eastern Time).

If the Combined Plan and Disclosure Statement is confirmed by the Court, all Holders of Claims against and Interests in the Debtors (including those Holders who are not entitled to vote on the Combined Plan and Disclosure Statement) will be bound by the confirmed Combined Plan and Disclosure Statement and the transactions contemplated thereby.

If the Debtors revoke or withdraw the Combined Plan and Disclosure Statement, the Confirmation Order is not entered, or consummation of the Combined Plan and Disclosure

Statement does not occur, your Opt-In Election Form shall automatically be null and void and deemed withdrawn without any requirement of affirmative action by or notice to you.

YOU MAY ELECT TO OPT-IN TO THE RELEASES CONTAINED IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT BY COMPLETING AND SUBMITTING THE OPT-IN ELECTION FORM. IF YOU ELECT TO OPT-IN TO THE RELEASES CONTAINED IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU WILL BE DEEMED A “THIRD-PARTY RELEASING PARTY” UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT, AND YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS SET FORTH IN ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT ARE ALSO SET FORTH IN SCHEDULE A ATTACHED TO THE OPT-IN ELECTION FORM. YOUR RECOVERY UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT REMAINS UNAFFECTED WHETHER OR NOT YOU ELECT TO “OPT IN” TO THE RELEASES.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT ELECT TO OPT-IN TO THE PROVISIONS CONTAINED IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT BY SUBMITTING THE ATTACHED OPT-IN ELECTION FORM AS INSTRUCTED THEREIN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE THIRD-PARTY RELEASED PARTIES, INCLUDING THE DEBTORS, TO THE EXTENT SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

YOU ARE PERMITTED TO GIVE AND RECEIVE CERTAIN MUTUAL RELEASES UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT IF YOU OPT-IN TO DOING SO. IF YOU DO NOT ELECT TO OPT-IN TO THE RELEASES SET FORTH IN ARTICLE XI.A.3 OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE MUTUAL RELEASES SET FORTH IN ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

TO BE CONSIDERED VALID, OPT-IN ELECTION FORMS MUST BE SUBMITTED VIA THE E-BALLOTING PORTAL ON THE CASE INFORMATION WEBSITE OR COMPLETED, EXECUTED, AND RETURNED IN ACCORDANCE WITH THE INTERIM APPROVAL AND PROCEDURES ORDER, SO AS TO BE ACTUALLY RECEIVED BY THE VOTING AGENT, BY MAY 16, 2025 AT 4:00 P.M. (PREVAILING EASTERN TIME) (THE “OPT-IN DEADLINE”), UNLESS EXTENDED BY THE DEBTORS IN THEIR SOLE DISCRETION. HOLDERS ARE STRONGLY ENCOURAGED TO CONSIDER SUBMITTING THEIR OPT-IN ELECTION FORM VIA THE E-BALLOTING PORTAL.

Dated: April 21, 2025
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &
TAYLOR, LLP**

/s/ _____
Andrew L. Magaziner (No. 5426)
Shella Borovinskaya (No. 6758)
Carol E. Thompson (No. 6936)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253
Email: amagaziner@ycst.com
sborovinskaya@ycst.com
cthompson@ycst.com

and

WINSTON & STRAWN LLP

Daniel J. McGuire (admitted pro hac vice)
Gregory M. Gartland (admitted pro hac vice)
35 W. Wacker Drive
Chicago, IL 60601
Telephone: (312) 558-5600
Facsimile: (312) 558-5700
Email: dmccguire@winston.com
Email: ggartland@winston.com

and

Carrie V. Hardman (admitted pro hac vice)
200 Park Avenue
New York, New York 10166
Telephone: (212) 294-6700
Facsimile: (212) 294-4700
Email: chardman@winston.com

*Counsel for the Debtors and Debtors in
Possession*

Exhibit 4

Amended Opt-In Election Form

INSTRUCTIONS FOR COMPLETING THE OPTIONAL OPT-IN ELECTION FORM

You are receiving this Opt-In election form (this “Opt-In Election Form”) because you are or may be a Holder of one or more Claims or Interests in Classes 2, 3, 5, or 6 under the *Debtors’ Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 1365] (as amended, supplemented or otherwise modified from time to time, according to its terms, the “Combined Plan and Disclosure Statement”)¹ in the Chapter 11 Cases of SC Healthcare Holding, LLC and its Debtor Affiliates. Holders in Class 2 and Class 3 are being satisfied in full and are presumed to accept the Combined Plan and Disclosure Statement. Holders in Class 5 and Class 6 are not entitled to any recovery under the Combined Plan and Disclosure Statement and are therefore deemed to reject the Combined Plan and Disclosure Statement. Therefore, you will not be receiving a ballot to vote on the Combined Plan and Disclosure Statement.

As of the Effective Date of the Combined Plan and Disclosure Statement, certain release, injunction, and exculpation provisions set forth in the Combined Plan and Disclosure Statement will become effective, including a release by Holders of Claims and Interests as set forth in Article XI of the Combined Plan and Disclosure Statement (the “Third-Party Release”). **These provisions are included in Schedule A attached to this form.** You may choose to “opt in” to the Third-Party Release set forth in Article XI of the Combined Plan and Disclosure Statement by following the instructions set forth in this Opt-In Election Form.

IF YOU WISH TO OPT IN TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU MAY SUBMIT AN OPT-IN ELECTION FORM BY ONE OF THE FOLLOWING METHODS:

(1) PLEASE COMPLETE, SIGN, AND DATE THIS OPT-IN ELECTION FORM AND RETURN IT TO VERITA GLOBAL (THE “VOTING AGENT”) IN THE PRE-ADDRESSED BUSINESS REPLY ENVELOPE PROVIDED OR BY FIRST-CLASS MAIL, OVERNIGHT COURIER, OR HAND DELIVERY TO:

**Petersen Healthcare Ballot Processing Center
c/o KCC dba Verita
222 N. Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

OR

(2) SUBMIT YOUR CUSTOMIZED, ELECTRONIC OPT-IN ELECTION FORM VIA THE VOTING AGENT’S ONLINE PORTAL AS FOLLOWS:

You can “opt in” electronically by visiting the Case Information Website maintained by the Claims and Solicitation Agent (<https://www.veritaglobal.net/Petersen>), clicking on the “E-

¹ All capitalized terms not described herein shall have the meaning ascribed to them in the Combined Plan and Disclosure Statement.

Ballot” tab (the “E-Balloting Portal”), and following the prompts and directions. Holders who submit an electronic Opt-In Election Form using the E-Balloting Portal should NOT also submit a paper Opt-In Election Form. The E-Balloting Portal is the only approved method to submit Opt-In Election Forms electronically, and Holders who wish to submit an Opt-In Election Form are strongly encouraged to submit their Opt-In Election Forms via the E-Balloting Portal. Opt-In Elections Forms delivered by email, facsimile, or any other electronic means may not be considered.

The Opt-In Election Form does not constitute, and shall not be deemed to be, (i) a Proof of Claim or (ii) an assertion or admission of a Claim.

IMPORTANT NOTE: You will need the following information to retrieve and submit the customized electronic version of your Opt-In Election Form:

Unique Opt-In ID#: _____

THE DEADLINE TO “OPT IN” TO THE THIRD-PARTY RELEASES CONTAINED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT IS MAY 16, 2025 AT 4:00 P.M. (PREVAILING EASTERN TIME) (THE “OPT-IN DEADLINE”). ABSENT THE WRITTEN CONSENT OF THE DEBTORS, ALL OPT-IN ELECTION FORMS MUST BE PROPERLY COMPLETED, EXECUTED, AND DELIVERED ACCORDING TO THE INSTRUCTIONS HEREIN AND THE SOLICITATION AND VOTING PROCEDURES, SO THAT THE FORMS ARE ACTUALLY RECEIVED BY THE CLAIMS AND SOLICITATION AGENT NO LATER THAN THE OPT-IN DEADLINE. IF THIS OPT-IN ELECTION FORM IS RECEIVED AFTER THE OPT-IN DEADLINE, IT WILL NOT BE COUNTED BY THE VOTING AGENT AND YOU WILL BE DEEMED TO HAVE CONSENTED TO THE THIRD-PARTY RELEASE SET FORTH IN ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

1. If the “Opt-In” box is not checked, or the Opt-In Election Form is otherwise not properly completed, executed, or timely returned, then the Opt-In Election Form may not be considered.
2. If you are completing this Opt-In Election Form on behalf of another Person or other Entity, indicate your relationship with such Person or other Entity and the capacity in which you are signing and, if requested by the Debtors or the Claims and Solicitation Agent, submit satisfactory evidence of your authority to so act (*e.g.*, a power of attorney or a certified copy of board resolutions authorizing you to so act).
3. Review the acknowledgements and certifications contained in the Opt-In Election Form and provide all of the information requested therein.
4. In accordance with the Solicitation and Voting Procedures, any Opt-In Election Form that is illegible, contains insufficient information to identify the Holder or is otherwise incomplete, **or is unsigned** may not be considered.

OPT-IN ELECTION FORM

PLEASE COMPLETE THE FOLLOWING:

YOU ARE ADVISED TO CAREFULLY REVIEW THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

IF YOU ELECT TO “OPT IN” TO THE THIRD-PARTY RELEASES SET FORTH IN THE COMBINED PLAN AND DISCLOSURE STATEMENT OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU WILL BE DEEMED A “THIRD-PARTY RELEASING PARTY” UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT, AND YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN THE COMBINED PLAN AND DISCLOSURE STATEMENT.

YOU MAY ELECT TO OPT-IN TO THE RELEASE CONTAINED IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT OF THE COMBINED PLAN AND DISCLOSURE STATEMENT ONLY IF YOU (I) CHECK THE BOX BELOW AND RETURN THIS FORM (THIS “OPT-IN ELECTION FORM”) TO THE DEBTORS’ VOTING AGENT SO THAT IT IS *ACTUALLY RECEIVED* BY MAY 16, 2025 AT 4:00 P.M. (PREVAILING EASTERN TIME). IF YOU FAIL TO TIMELY SUBMIT THIS FORM, OR IF YOU SUBMIT THIS FORM WITHOUT CHECKING THE BOX BELOW, YOU WILL FOREGO PROVIDING THE RELEASES SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

YOU ARE PERMITTED TO GIVE AND RECEIVE CERTAIN MUTUAL RELEASES UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT IF YOU “OPT IN” TO DOING SO. IF YOU DO NOT ELECT TO “OPT IN” TO THE RELEASES SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE MUTUAL RELEASES SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT.

The undersigned Holder of a Claim or Interest hereby elects to:

Item 1. “Opt In” to Third-Party Release. By checking this box, the undersigned Holder of a Claim or Interest in Classes 2, 3, 5, or 6:

- ☐ **Elects to grant (and therefore “OPTS IN” TO) the Third-Party Release contained in Article XI of the Combined Plan and Disclosure Statement (which is included in Schedule A hereto).** By checking this box, the undersigned Holder of a Claim or Interest, having received notice of the opportunity to “opt in” to granting the releases contained in Article XI.A.3 of the Plan, hereby elects to “opt in” to such releases.

PLEASE BE ADVISED THAT BY CHECKING THE BOX ABOVE YOU ELECT TO GRANT THE THIRD-PARTY RELEASE AGAINST EACH PARTY THAT IS A “THIRD-PARTY RELEASED PARTY” AS THAT TERM IS DEFINED IN THE COMBINED PLAN

AND DISCLOSURE STATEMENT. YOU MUST AFFIRMATIVELY CHECK THE BOX ABOVE IN ORDER TO “OPT IN” TO THE THIRD-PARTY RELEASE.

Item 2. Certifications. By signing this Opt-In Election Form, the undersigned certifies to the Bankruptcy Court and the Debtors that:

- a. the undersigned is either (i) the Holder of Claims or Interests as set forth above or (ii) an authorized signatory for an entity that is the Holder of the Claims or Interests set forth above;
- b. the undersigned has submitted the same election concerning the releases with respect to all Claims or Interests in a single Class as set forth above; and
- c. no other Opt-In Election Form with respect to the Holder’s Claims or Interests has been completed or, if any other Opt-In Election Forms have been submitted with respect to such Claims, then any such Opt-In Election Forms are hereby revoked.

Acknowledgements and Certification. By signing this Opt-In Election Form, the undersigned acknowledges and certifies the following: (a) it has received and reviewed the Notice of Non-Voting Status and the materials that accompanied it; (b) it has the power and authority to elect whether to consent to the third-party releases contained in Article XI of the Combined Plan and Disclosure Statement; (c) it was the Holder of a Claim or Interest as of the Voting Record Date (or is entitled to submit this Opt-In Election Form on behalf of such Holder); and (d) all authority conferred, or agreed to be conferred, pursuant to this Opt-In Election Form, and every obligation of the undersigned hereunder, shall be binding on the transferees, successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and legal representatives of the undersigned, and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Print or type name of holder:

Signature:

Name of signatory (if different than holder):

If by authorized agent, title of agent:

Street address:

City, state, and zip code:

Telephone number:

Email address:

Date completed:

Schedule A

PLEASE BE ADVISED THAT ARTICLE XI OF THE COMBINED PLAN AND DISCLOSURE STATEMENT CONTAINS CERTAIN RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING:

Article XI contains the following consensual releases by Holders of Claims and Interests:

Article XI.A. Releases

1. Releases by the Debtors

As of the Effective Date, for good and valuable consideration, the adequacy of which is hereby confirmed, the Debtors, and any Person or Entity seeking to exercise the rights or assert Claims or Causes of Action of or through the Debtors' Estates, including, without limitation, any successor to the Debtors, any Estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code shall be deemed to forever release, waive, and discharge each of the Released Parties for all liabilities, actions, proceedings, Causes of Action, Avoidance Actions, suits, accounts, controversies, agreements, promises, rights to legal remedies, right to equitable remedies, rights to payment, or Claims whatsoever, including any derivative Claims, asserted or assertible on behalf of or through the Debtors, or by way of subrogation, that the Debtors would have been or may be entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim against or Interest in a Debtor, or that any Holder of any Claim against or Interest in a Debtor could have asserted or may assert on behalf of any Debtor, in connection with or related to the Debtors, the Debtors' operations, patient or resident care, the Debtors' in-or-out-of-court financing, restructuring, reorganization, or liquidation efforts, the Credit Agreement, the Chapter 11 Cases, or the Combined Plan and Disclosure Statement (other than the rights of the Debtors to enforce the Combined Plan and Disclosure Statement and the contracts, instruments, releases, and other agreements or documents delivered thereunder), and the formulation, preparation, dissemination, solicitation, negotiation, consummation, and implementation of any of the foregoing or any contract, instrument, release, or other agreement, understanding, accord, course of dealing, or document created or entered into in connection with or evidencing any of the foregoing, whether or not accrued, arising or having occurred, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity, mixed, or otherwise, that may be based in whole or part on any act, omission, transaction, agreement, understanding, course of dealing, event or other occurrence or omission taking place on or prior to the Effective Date (collectively, the "**Debtor Released Claims**"); *provided, however*, that nothing in this Article XI.A.1 shall be a release, waiver, or discharge of any Litigation Claim transferred to the Liquidating Trust; *provided, provided further, however*, that nothing in this Article XI.A.1 shall be a waiver of any defense, offset, or objection to any Claim filed against the Debtors and their Estates by any Person or Entity; *provided further, however*, that this Article XI.A.1 shall not release the Released Parties for

acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the release described in this Article XI.A.1, which includes by reference each of the related provisions and definitions contained in the Combined Plan and Disclosure Statement.

2. Mutual Releases by the Released Parties

As of the Effective Date, to the maximum extent permitted by applicable law, for good and valuable consideration, the adequacy of which is hereby confirmed, the Released Parties shall be deemed to forever release, waive, and discharge the Debtors and the Committee and each of its members, solely in their capacity as such, for all Debtor Released Claims (other than the rights of the Holders of Claims and Interests to enforce the Combined Plan and Disclosure Statement and the contracts, instruments, releases, and other agreements or documents delivered thereunder); *provided*, however, that members of the Committee are providing and receiving the release described in this Article XI.A.2 only in their capacities as members of the Committee and not in their individual capacities as Creditors; *provided further, however*, that this Article XI.A.2 shall not release the Debtors, the Committee, or its members, solely in their capacity as such, for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction).

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the release described in this Article XI.A.2, which includes by reference each of the related provisions and definitions contained in the Combined Plan and Disclosure Statement.

3. Releases by Third-Party Releasing Parties

As of the Effective Date, to the maximum extent permitted by applicable law, for good and valuable consideration, the adequacy of which is hereby confirmed, the Third-Party Releasing Parties shall be deemed to forever release, waive, and discharge each of the Third-Party Released Parties² from all liabilities, claims, actions, proceedings, suits, accounts, controversies, agreements, promises, rights to legal remedies, right to equitable remedies, or rights to payment whatsoever in connection with or related to the Debtors, the Debtors' operations, patient or resident care, Litigation Claims, the Debtors' in-or out-of-court financing, restructuring, reorganization, or liquidation efforts, any contract, agreement, understanding, or course of dealing, the Chapter 11 Cases, the Plan Settlement, the Credit Agreement, or the Combined Plan and Disclosure Statement and the formulation, preparation, dissemination, solicitation, negotiation, consummation, and implementation of any of the foregoing or any contract, instrument, release, or other agreement, understanding, accord, course of dealing, or document created or entered into in connection with or evidencing any of the foregoing, whether or not accrued, arising or having occurred, liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown,

² For the avoidance of doubt, the Third-Party Released Parties include certain parties that are not otherwise released by the releases set forth in section XI.A.1 or XI.A.2 or by the exculpation set forth in section XI.B.

foreseen or unforeseen, existing or hereafter arising, in law, equity, mixed, or otherwise, that may be based in whole or part on any act, omission, transaction, agreement, understanding, course of dealing, event or other occurrence or omission taking place on or prior to the Effective Date; *provided however*, that this Article XI.A.3 shall not release the Third-Party Released Parties for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction). (collectively, the “Third-Party Released Claims”).

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the release described in this Article XI.A.3, which includes by reference each of the related provisions and definitions contained in the Combined Plan and Disclosure Statement.

4. Non-Insider Preference Action Waiver and Release

Pursuant to Bankruptcy Rule 9019(a) and in exchange for the compromises contained in the Combined Plan and Disclosure Statement, including, without limitation, the Combined Plan and Disclosure Statement’s release, exculpation, and injunction provisions, all Non-Insider Preference Actions shall be released and waived by the Debtors, the Estates, the Plan Administrator, and the Liquidating Trustee.

Article XI.B. Exculpation and Limitation of Liability

None of (a) the Debtors, (b) the managers, officers, or directors of any of the Debtors serving at any time during the pendency of the Chapter 11 Cases, (c) the Professionals retained by the Debtors in the Chapter 11 Cases, (d) the Committee and its Professionals retained in the Chapter 11 Cases, and, solely in their respective capacities as members or representatives of the Committee, each member of the Committee, or (e) the PCO and its Professionals retained in these cases shall have or incur any liability to any Holder of a Claim or an Interest, or any other party-in-interest for any act or omission in connection with, relating to or arising out of, the Chapter 11 Cases, the DIP Facility, the PCO’s evaluations, reports, pleadings, or other writings filed by or on behalf of the PCO in or in connection with the Chapter 11 Cases, the formulation, negotiation, or implementation of the Combined Plan and Disclosure Statement, the solicitation of acceptances of the Combined Plan and Disclosure Statement, the pursuit of Confirmation of the Combined Plan and Disclosure Statement, the Confirmation of the Combined Plan and Disclosure Statement, the consummation of the Combined Plan and Disclosure Statement, or the administration of the Combined Plan and Disclosure Statement or the property to be distributed under the Combined Plan and Disclosure Statement, except for acts or omissions which are the result of fraud, gross negligence, or willful misconduct (in each case as determined by a Final Order entered by a court of competent jurisdiction), and such parties in all respects shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities under the Combined Plan and Disclosure Statement. For the avoidance of doubt, nothing contained in this paragraph shall exculpate prepetition or post-Effective Date acts or omissions.

Article XI.C. Injunction

Confirmation of the Combined Plan and Disclosure Statement shall have the effect of, among other things, permanently enjoining all Persons and Entities that have held, hold, or may hold or have asserted, assert, or may assert Claims against or Interests in the Debtors with respect to any such Claim or Interest from taking any of the following actions (other than actions to enforce any rights or obligations under the Combined Plan and Disclosure Statement): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action, or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative, or other forum) against or affecting the Debtors, the Liquidating Trust, or any of its or their respective property; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting, or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree, or order against the Liquidating Trust, or any of its or their respective property; (iii) creating, perfecting, or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Liquidating Trust, or any of its or their respective property; (iv) asserting any right of setoff, directly or indirectly, against any obligation due against the Liquidating Trust, or any of its or their respective property, except with respect to any right of setoff asserted prior to the entry of the Confirmation Order, whether asserted in a Proof of Claim or otherwise, or as otherwise contemplated, Impaired, or Allowed by the Combined Plan and Disclosure Statement; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Combined Plan and Disclosure Statement; and (vi) prosecuting or otherwise asserting (A) any Claim or Interest, including any right, Claim, or Cause of Action released pursuant to the Combined Plan and Disclosure Statement, (B) any form of objection to any Claim that is Allowed by the Combined Plan and Disclosure Statement and Confirmation Order, or (C) Avoidance Actions against any Holder of a Claim that is Allowed or any Avoidance Action released by the Combined Plan and Disclosure Statement. Additionally, unless otherwise explicitly stated in the Combined Plan and Disclosure Statement, in furtherance of the releases granted by the Combined Plan and Disclosure Statement or Confirmation Order, the injunction contemplated by this paragraph shall prohibit the assertion against the Liquidating Trust and the Liquidating Trustee of all Claims or Interests, if any, related to the Debtors.

For the avoidance of doubt, no party bound by the releases in Article XI.A.1, Article XI.A.2, or Article XI.A.3 of the Combined Plan and Disclosure Statement may commence, continue, or otherwise pursue, join in, or otherwise support any other party commencing, continuing, or pursuing, a Claim or Cause of Action of any kind against any Released Party or any Third-Party Released Party that are Debtor Released Claims or Third-Party Released Claims.

Confirmation of the Combined Plan and Disclosure Statement shall further have the effect of permanently enjoining all Persons and Entities from obtaining (a) any documents or other materials from current counsel for the Debtors that are in the possession of such counsel as a result of or arising in any way out of its representation of the Debtors and are subject to attorney-client privilege (or other any other form of privilege asserted by counsel), (b) any documents or other materials from current counsel for the Committee that are in the

possession of such counsel as a result of or arising in any way out of its representation of the Committee and are subject to attorney-client privilege (or other any other form of privilege asserted by counsel), or (c) books and records, except in accordance with Article VIII.C hereof.

As defined in the Combined Plan and Disclosure Statement:

“Release by Debtors” means the release given by the Debtors to the Released Parties as set forth in Article XI.A.

“Released Parties” means, individually and collectively, in each case solely in their capacity as such, each and all of: (a) the Debtors’ CRO and Estate Professionals solely in their capacity as such; (b) the Committee, members of the Committee in their capacity as members of the Committee, and the Committee’s Professionals; in their capacity as such; (c) the PCO and the PCO’s Professionals in their capacity as such; and (d) the Independent Board Members.

“Third-Party Released Parties” means individually and collectively, in each case solely in their capacity as such, each and all of the Committee, members of the Committee in their capacity as such, and the Independent Board Members.

“Third-Party Releasing Parties” means the Holders of Claims who vote to accept or reject the Plan, or who abstain from voting on the Plan, and, in each case, who elect to “opt in” by marking the appropriate box on such Third-Party Releasing Party’s respective Ballot or opt in form and such Third-Party Releasing Party’s respective successors, assigns, transferees, directors, officers, managers, agents, members, financial and other advisors, attorneys, employees, partners, affiliates, and representatives (in each case, in their capacity as such).

PURSUANT TO THE COMBINED PLAN AND DISCLOSURE STATEMENT, AS A HOLDER OF CLAIMS WHO HAS BEEN GIVEN NOTICE OF THE OPPORTUNITY TO “OPT IN” TO GRANTING THE RELEASES SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT, IF YOU TIMELY “OPT IN” PURSUANT TO THE PROCEDURES SET FORTH IN THE COMBINED PLAN AND DISCLOSURE STATEMENT AND INTERIM APPROVAL AND PROCEDURES ORDER, YOU SHALL BE DEEMED TO HAVE CONSENTED TO THE RELEASE PROVISIONS SET FORTH IN ARTICLE XI.A.3 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. OTHER RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS ARE FOUND IN SECTION 11 OF THE COMBINED PLAN AND DISCLOSURE STATEMENT. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE COMBINED PLAN AND DISCLOSURE STATEMENT, INCLUDING THE RELEASE, INJUNCTION, AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

Exhibit 5

Amended Publication Notice

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

In re

SC HEALTHCARE HOLDING, LLC *et al.*,

Debtors.¹

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

**PUBLICATION NOTICE OF (A) COMBINED DISCLOSURE STATEMENT AND
CHAPTER 11 PLAN OF LIQUIDATION AND (B) DEADLINE TO FILE
ADMINISTRATIVE EXPENSE CLAIMS**

On March 25, 2025, the debtors and debtors in possession in the above-captioned cases (the “Debtors”) filed the *Debtors’ Combined Disclosure Statement and Chapter 11 Plan of Liquidation* [Docket No. 1365] (as may be amended, modified, or supplemented, the “Combined Plan and Disclosure Statement”).² The Combined Plan and Disclosure Statement summarizes the Debtors’ plan of liquidation and has been approved on an interim basis by order of the United States Bankruptcy Court for the District of Delaware (the “Court”) [Docket No. [●]] (the “Interim Approval and Procedures Order”). Copies of the Solicitation Procedures Order and Combined Plan and Disclosure Statement can be obtained free of charge at the website maintained by Verita Global (the “Voting Agent”), at www.kccllc.net/Petersen.

The Plan Supplement will be filed no later than seven days prior to the Voting Deadline and will be available on the Case Information Website or upon request to the Voting Agent: (i) by calling the Debtors’ restructuring hotline at (888) 830-4662 (toll-free in the U.S. and Canada) or (310) 751-2646 (International), by email at PetersenHealthInfo@veritaglobal.com, or (iii) submitting an inquiry at <https://www.veritaglobal.net/Petersen/inquiry>.

Administrative Expense Bar Dates. Any Proof of Claim for an Administrative Expense Claim (other than Professional Fee Claims and Claims under Section 503(b)(9) of the Bankruptcy Code) against the Debtors that arose, accrued, or otherwise became due and payable at any time on or before the date on which this Order is entered (the “Initial Administrative Expense Period”) must be sent: (a) if by overnight mail, courier service, hand delivery, regular mail, or in person mail, at KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 9024, or (b) if electronically, through the online Proof of Claim Form available at

¹ 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 (the “Case Information Website”).

² Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Combined Plan and Disclosure Statement.

<https://veritaglobal.net/petersen>, so that it is received no later than _____, *i.e.*, thirty (30) days after the date on which this Order is entered (the “Initial Administrative Expense Bar Date”). Any Proof of Claim for an Administrative Expense Claim (other than Professional Fee Claims and Claims under Section 503(b)(9) of the Bankruptcy Code) against the Debtors that arises, accrues, or otherwise becomes due and payable at any time *after* the date on which this Order was entered but on or before the Effective Date (the “Secondary Administrative Expense Period,” and collectively with the Initial Administrative Expense Period, the “Administrative Expense Periods”) must be sent: (a) if by overnight mail, courier service, hand delivery, regular mail, or in person mail, to KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 9024, or (b) if electronically, through the online Proof of Claim Form available at <https://veritaglobal.net/petersen>, so that it is received no later than thirty (30) days after the Effective Date (the “Secondary Administrative Expense Bar Date,” and collectively with the Initial Administrative Bar Date, the “Administrative Expense Bar Dates”). Holders of Administrative Expense Claims that arise, accrue, or otherwise become due during the Administrative Expense Periods that do not file requests for the allowance and payment thereof on or before the applicable Administrative Expense Bar Date shall forever be barred from asserting such Administrative Expense Claims against the Debtors. Unless the Debtors or any other party in interest objects to an Administrative Expense Claim, such Administrative Expense Claim shall be deemed Allowed in the amount requested. In the event that the Debtors or any other party in interest objects to an Administrative Expense Claim, and the Administrative Expense Claim is not otherwise resolved, the Bankruptcy Court shall determine the Allowed amount of such Administrative Expense Claim.

Voting Classes and Voting Deadline. Only Holders of Claims in Claims in Classes 1a-1j and Class 4 (collectively, the “Voting Classes”) are entitled to vote to accept or reject the Combined Plan and Disclosure Statement. Holders of Claims in Classes 2 and 3 are Unimpaired and presumed to accept the Combined Plan and Disclosure Statement. Holders of Claims or Interests in Classes 5 and 6 are Impaired and deemed to reject the Combined Plan and Disclosure Statement. If you are a Holder of a Claim against the Debtors as of April 21, 2025 (the “Voting Record Date”) and in a Voting Class, the deadline by which ballots accepting or rejecting the Combined Plan and Disclosure Statement must be received is **May 16, 2025, at 4:00 p.m. (prevailing Eastern Time) (the “Voting Deadline”).** If you are in a Voting Class, for your vote to be counted, your Ballot must be properly completed, signed, and returned so that it is actually received by the Voting Agent before the Voting Deadline, unless such time is extended in writing by the Debtors.

Combined Hearing. A combined hearing (the “Combined Hearing”) to consider (i) final approval of the Combined Plan and Disclosure Statement as containing adequate information within the meaning of section 1125 of the Bankruptcy Code and (ii) confirmation of the Combined Plan and Disclosure Statement will be held before the Honorable Thomas M. Horan, United States Bankruptcy Judge, at the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, Delaware 19801, on **May 30, 2025 at 10:00 a.m. (prevailing Eastern Time)**. The Combined Hearing may be continued from time to time without further notice other than the announcement by the Debtors in open court of the adjourned date at the Combined Hearing or any continued hearing or as indicated in any agenda or notice filed with the Court on the docket (and posted on the Case Information Website) in these Chapter 11 Cases.

Objections to confirmation of the Combined Plan and Disclosure Statement, including any objection to the adequacy of the disclosures therein, if any, must: (i) be in writing; (ii) state the

name and address of the objecting party and the nature of the Claim or Interest of such party; (iii) state with particularity the basis and nature of such objection; and (iv) be filed with the Court and served on the Notice Parties³ so as to be received no later than **4:00 p.m. (prevailing Eastern Time) on May 23, 2025**. Unless an objection is timely served and filed as prescribed herein, it may not be considered by the Court.

Article XI of the Combined Plan and Disclosure Statement contains Release, Exculpation, Injunction provisions and a Third-Party Release. Thus, Holders of Claims against and Interests in the Debtors are advised to review and consider the Combined Plan and Disclosure Statement carefully because their rights might be affected thereunder.

³ The Notice Parties are: (a) the Debtors, 830 W. Trailcreek Drive, Peoria, IL 61614, Attn: David R. Campbell (dcampbell@getzlerhenrich.com); (b) co-counsel to the Debtors, Winston & Strawn LLP, 35 West Wacker Drive, Chicago, IL 60601, Attn.: Gregory M. Gartland (ggartland@winston.com), Daniel J. McGuire (dmcguire@winston.com), and Joel McKnight Mudd (jmudd@winston.com) and 200 Park Avenue, New York, NY 10166, Attn.: Carrie V. Hardman (chardman@winston.com) and Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, DE 19801, Attn.: Andrew L. Magaziner (amagaziner@ycst.com), Shella Borovinskaya (sborovinskaya@ycst.com), and Carol E. Thompson (cthompson@ycst.com); (c) the U.S. Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda Casey (Linda.Casey@usdoj.gov) and Jon Lipshie (Jon.Lipshie@usdoj.gov); and (d) counsel to the Official Committee of Unsecured Creditors, Greenberg Traurig, LLP, 360 North Green St, Suite 1300, Chicago, IL 60607, Attn: Nancy A. Peterman (peterman@gtlaw.com) and Danny Duerdoth (duerdothd@gtlaw.com), and 1000 Louisiana Street, Suite 6700, Houston, TX 77002, Attn: Shari L. Heyen (shari.heyen@gtlaw.com), and 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801, Attn: Anthony W. Clark (anthony.clark@gtlaw.com) and Dennis A. Meloro (dennis.meloro@gtlaw.com).