

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 CERTAIN AMENDMENTS TO SCHEDULES OF
ASSETS AND LIABILITIES AND STATEMENT OF FINANCIAL AFFAIRS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

Pursuant to Rule 1009(a) of the Federal Rules of Bankruptcy Procedure, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) hereby provide notice (this “Notice”) that, as set forth below, the Debtors have amended: (i) Schedule A/B, Part 11 for twenty-nine of the Debtors; (ii) Schedule A/B, Part 55 for three of the Debtors; (iii) Schedule E/F for three of the Debtors; (iv) Schedule G of seventy of the Debtors; and (v) Part 2, Question 4 of the Statements (as defined below) for twelve of the Debtors.²

**ORIGINAL SCHEDULES OF ASSETS AND LIABILITIES
AND STATEMENT OF FINANCIAL AFFAIRS**

On May 31, 2024, the Debtors filed their Schedules of Assets and Liabilities (the “Schedules”) and Statements of Financial Affairs (the “Statements”) [Docket Nos. 380–505] with the United States Bankruptcy Court for the District of Delaware (the “Court”).

AMENDED SCHEDULES AND STATEMENTS

Certain of the Debtors hereby amend (i) Schedule A/B, Part 11 to identify certain intercompany receivables; (ii) Schedule A/B, Part 55 to identify certain parcels of real property that were either scheduled incorrectly or inadvertently omitted; (iii) Schedule E/F to identify intercompany payables; and (iv) Schedule G to include additional contracts identified in the Debtors’ review of their books and records; (the “Amended Schedules”). The Amended Schedules are attached hereto as **Exhibit A**. The Debtors hereby amend Part 2, Question 4 of the Statements to include transfers made to certain insiders that were not readily available to the Debtors at the

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.

² Attached hereto as **Schedule 1** is a list of the Debtors whose Schedules and/or Statements have been amended.



time of filing of the Statements (the “Amended Statements”). The Amended Statements are attached hereto as **Exhibit B**.

Except for the Amended Schedules and the Amended Statements, no changes have been made to the Schedules or the Statements since they were originally filed. The Amended Schedules and the Amended Statements are hereby incorporated into, and comprise an integral part of, the Schedules and the Statements.

AMENDED SCHEDULES BAR DATE

On May 21, 2024, the Court entered an order [Docket No. 339], which established certain bar dates in the Debtors’ chapter 11 cases. On May 31, 2024, the Debtors filed the *Amended Notice of Entry of Bar Date Order Establishing Deadline for Filing Proofs of Claim (Including for Claims Asserted Under Section 503(b)(9) of the Bankruptcy Code) Against the Debtors* [Docket No. 379].

To the extent that parties affected by the amendments to Schedule E/F and Schedule G (each an “Affected Party”) wish to file a proof of claim in the Debtors’ chapter 11 cases with respect to these Amended Schedules, such Affected Party must do so by no later than **5:00 p.m. (Prevailing Central Time) on May 23, 2025** (the “Amended Schedules Bar Date”).

An Affected Party need not submit a duplicate proof of claim if such Affected Party has already filed a valid proof of claim prior to the applicable bar date.

GLOBAL NOTES

The Amended Schedules and the Amended Statements remain subject in all respects to the *Global Notes and Statements of Limitations, Methodology, and Disclaimers Regarding the Debtors’ Schedules of Assets and Liabilities and Statements of Financial Affairs* filed with the original Schedules and Statements, as amended and/or superseded by the *Global Notes and Statements of Limitations, Methodology, and Disclaimers Regarding the Debtors’ Amended Schedules of Assets and Liabilities and Statements of Financial Affairs* appended to the Amended Schedules and the Amended Statements.

RESERVATION OF RIGHTS

The Debtors reserve their rights to dispute, or to assert offsets or defenses against, any filed claim or any claim listed or reflected in the Amended Schedules and the Amended Statements as to the nature, amount, liability, classification, or otherwise. The Debtors reserve all rights to further amend or supplement the Amended Schedules and the Amended Statements. In addition, nothing contained in this Notice shall preclude the Debtors from objecting to any claim, whether scheduled or filed, on any and all grounds.

Dated: April 22, 2025
Wilmington, Delaware

Respectfully submitted,

**YOUNG CONAWAY STARGATT & TAYLOR,
LLP**

/s/ Shella Borovinskaya

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

Schedule 1

List of Debtors Subject to Amended Schedules and Amended Statements

Schedule A/B, Part 11 Amendments

CYE Girard HCO, LLC
CYE Monmouth - PHC, Inc.
Lebanon HCO, LLC
Midwest Health Operations, LLC
Petersen Health & Wellness, LLC
Petersen Health Business, LLC
Petersen Health Care - Farmer City, LLC
Petersen Health Care - Illini, LLC
Petersen Health Care - Roseville, LLC
Petersen Health Care II, Inc.
Petersen Health Care Management, LLC
Petersen Health Care VIII, LLC
Petersen Health Care, Inc.
Petersen Health Enterprises, LLC
Petersen Health Group, LLC
Petersen Health Network, LLC
Petersen Health Properties, LLC
Petersen Health Quality, LLC
Petersen Health Systems, Inc.
Petersen Management Company, LLC
Petersen MT3, LLC
Piper HCO, LLC
SABL, LLC
SJL Health Systems, Inc.
Sullivan HCO, LLC
Tarkio HCO, LLC
Tuscola HCO, LLC
Westside HCO, LLC
XCH, LLC

Schedule A/B, Part 55 Amendments

Knoxville & Pennsylvania, LLC
Petersen Health Care II, Inc.
Petersen Health Systems, Inc.

Schedule E/F Amendments

CYE Girard HCO, LLC
CYE Kewanee- PHC, Inc.
CYE Knoxville - PHC, Inc.
CYE Monmouth - PHC, Inc.
Effingham HCO, LLC
El Paso - PHC, Inc
Kewanee HCO, LLC
Knoxville & Pennsylvania, LLC
Legacy - PHC Inc.
Marigold - PHC Inc.
Midwest Health Operations, LLC
Midwest Health Properties, LLC
North Aurora HCO, LLC
Petersen Health & Wellness, LLC
Petersen Health Business, LLC
Petersen Health Care - Farmer City, LLC
Petersen Health Care - Illini, LLC
Petersen Health Care - Roseville, LLC
Petersen Health Care II, Inc.
Petersen Health Care Management, LLC
Petersen Health Care VIII, LLC
Petersen Health Care, Inc.
Petersen Health Enterprises, LLC
Petersen Health Group, LLC
Petersen Health Network, LLC
Petersen Health Properties, LLC
Petersen Health Quality, LLC
Petersen Health Systems, Inc.
Petersen Management Company, LLC
Polo - PHC, Inc.
SABL, LLC
SJL Health Systems, Inc.
War Drive, LLC
XCH, LLC

Schedule G Amendments

Aledo HCO, LLC
Arcola HCO, LLC
Aspen HCO, LLC
Bement HCO, LLC
Betty's Garden HCO, LLC
Casey HCO, LLC
Collinsville HCO, LLC
CYE Bradford HCO, LLC
CYE Bushnell HCO, LLC

CYE Girard HCO, LLC
CYE Knoxville HCO, LLC
CYE Monmouth HCO, LLC
CYE Sullivan HCO, LLC
CYE Walcott HCO, LLC
Decatur HCO, LLC
Eastview HCO, LLC
Effingham HCO, LLC
Havana HCO, LLC
Jonesboro, LLC
Kewanee HCO, LLC
Knoxville & Pennsylvania, LLC
Lebanon HCO, LLC
Macomb, LLC
McLeansboro HCO, LLC
Midwest Health Operations, LLC
Midwest Health Properties, LLC
North Aurora HCO, LLC
Petersen Health & Wellness, LLC
Petersen Health Business, LLC
Petersen Health Care - Farmer City, LLC
Petersen Health Care - Illini, LLC
Petersen Health Care - Roseville, LLC
Petersen Health Care II, Inc.
Petersen Health Care III, LLC
Petersen Health Care Management, LLC
Petersen Health Care V, LLC
Petersen Health Care VII, LLC
Petersen Health Care XI, LLC
Petersen Health Care, Inc.
Petersen Health Enterprises, LLC
Petersen Health Group, LLC
Petersen Health Network, LLC
Petersen Health Properties, LLC
Petersen Health Quality, LLC
Petersen Health Systems, Inc.
Petersen Management Company, LLC
Petersen MT, LLC
Petersen MT3, LLC
Piper HCO, LLC
Pleasant View HCO, LLC
Prairie City HCO, LLC
Robings HCO, LLC
Rosiclare HCO, LLC
Royal HCO, LLC
SABL, LLC

SC Healthcare Holding, LLC
Shangri La HCO, LLC
Shelbyville HCO, LLC
SJL Health Systems, Inc.
South Elgin, LLC
Sullivan HCO, LLC
Swansea HCO, LLC
Tarkio HCO, LLC
Tuscola HCO, LLC
Twin HCO, LLC
Vandalia HCO, LLC
Village Kewanee HCO, LLC
War Drive, LLC
Watseka HCO, LLC
Westside HCO, LLC
XCH, LLC

SOFA Part 2, Question 4 Amendments

Midwest Health Operations, LLC
Petersen Health & Wellness, LLC
Petersen Health Care - Illini, LLC
Petersen Health Care - Roseville, LLC
Petersen Health Care II, Inc.
Petersen Health Care Management, LLC
Petersen Health Network, LLC
Petersen Health Systems, Inc.
Petersen Management Company, LLC
SABL, LLC
SJL Health Systems, Inc.
XCH, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
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Debtors.¹**

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

**GLOBAL NOTES
AND STATEMENTS OF LIMITATIONS, METHODOLOGY,
AND DISCLAIMERS REGARDING DEBTORS' AMENDED SCHEDULES OF
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

INTRODUCTION

On March 20, 2024 (the “Petition Date”), the Debtors commenced these Chapter 11 Cases by filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”) with the United States Bankruptcy Court for the District of Delaware (the “Court”). These Chapter 11 Cases have been consolidated for procedural purposes only and are being administered jointly under case number 24-10443 (TMH). The Debtors, with the exception of certain inactive entities, are authorized to operate their business as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.²

The debtors and debtors in possession (collectively, the “Debtors” or the “Company”) in the above-captioned chapter 11 cases (these “Chapter 11 Cases”) filed their *Schedules of Assets and Liabilities* (the “Schedules”) and *Statements of Financial Affairs* (the “Statements” and, together with the Schedules, the “Schedules and Statements”) pursuant to section 521 of the Bankruptcy Code (as defined below), Rule 1007 of the Federal Rules of Bankruptcy Procedure, and Rule 1007-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware on May 31, 2024. See Docket Nos. 380–505.

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.

² Pursuant to that *Order Approving Stipulation to Resolve (I) X-Caliber’s (A) Motion to Dismiss, (B) 543 Motion, and (C) DIP Objection, and (II) the Debtors’ MT4 Motion to Dismiss* [Docket No. 340], certain of the Debtors’ cases are suspended pursuant to 11 U.S.C. §305(b) and, thus, these Schedules and Statements do not reflect information from the suspended Debtors’ books and records.

As discussed in global notes attached to each of the originally filed Schedules and Statements (the “Global Notes”),³ due in part to the Data Breach, the records of certain “insider” payments disclosed in question 4 of the Schedules were unavailable at the time Schedules and Statements were filed and were thus not represented therein.⁴ The Debtors, as denoted in the Global Notes, engaged a third-party accounting firm which has reviewed and recreated certain missing portions of the Debtors’ books and records—relevantly, that work has yielded a more fulsome understanding of the Debtors’ “insider” payments, among other things. Accordingly, the Debtors now file these amendments to the Schedules and Statements (the “Amended Schedules and Statements”) to provide updates to the Schedules and Statements where new details have been made available.

As part of their ongoing business operations and review of their books and records, the Debtors reviewed additional contracts which have been added to Schedule G. The Debtors have also identified additional accounts receivable amounts due from non-Debtor affiliates, real property owned by certain Debtors, additional unsecured claims, and additional payments to insiders, all of which have been added in the Amended Schedules and Statements, where applicable. The Debtors have also included various one-off updates as part of the Amended Schedules and Statements where applicable and necessary.

The Amended Schedules and Statements have been prepared by the Debtors’ management team, with the assistance of their professional advisors, with reliance upon the efforts, statements, and representations of the Debtors’ personnel and the advice of the Debtors’ professional advisors. The Amended Schedules and Statements are unaudited and subject to potential adjustment. In preparing the Amended Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of preparation.

The Debtors have used commercially reasonable efforts to ensure the accuracy and completeness of information and data; however, subsequent information, data, or discovery may result in material changes to the Amended Schedules and Statements and inadvertent errors, omissions, or inaccuracies may exist.

The Debtors and their estates reserve all rights to further amend or supplement the Amended Schedules and Statements as may be necessary and appropriate, but expressly do not

³ Capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Global Notes.

⁴ On or about October 20, 2023, Petersen became the victim of a ransomware attack by an entity named White Ninja. The attackers infiltrated many of the Petersen systems, thereby impacting the Debtors’ access to historic and current billing records, other books and records, and emails (the “Data Breach”). The Debtors quickly contacted a consultant to assist in remedying the impact of the ransomware attack and provided notice of the attack to the Federal Bureau of Investigation. While the Debtors are back “online” with new servers, email addresses, and replacement software, a significant amount of the Debtors’ books and records were lost in the attack, leading to incredible difficulty and delay in pursuit of the Debtors’ accounts receivable. Additionally, as a result of the ransomware attack, retrieval of the Debtors’ files and related information has proven onerous and, in some cases, impossible. Thus, throughout the Chapter 11 Cases, the Debtors have had and anticipate having difficulty providing comprehensive historical information. Such difficulty, thus, impacts the availability, accuracy, and completeness of the information in the Debtors’ Schedules and Statements.

undertake any obligation to update, modify, revise, or re-categorize the information provided in the Amended Schedules and Statements or to notify any third party should the information be updated, modified, revised, or re-categorized, except as required by applicable law or order of the Court. Nothing contained in the Amended Schedules and Statements or these *Global Notes and Statements of Limitations, Methodology, and Disclaimers Regarding Debtors' Amended Schedules of Assets and Liabilities and Statements of Financial Affairs* (these "Amended Global Notes") shall constitute a waiver of any rights of the Debtors and their estates or an admission with respect to these Chapter 11 Cases, including, but not limited to, any issues involving objections to claims, setoff or recoupment, equitable subordination or recharacterization of debt, defenses, characterization or re-characterization of contracts, leases, and claims, assumption or rejection of contracts and leases, and/or causes of action arising under the Bankruptcy Code or any other applicable laws.

The Debtors and their agents, attorneys, and financial advisors shall not be liable for any loss or injury arising out of, or caused in whole or in part by, the acts, errors, or omissions, whether negligent or otherwise, in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the information contained herein. In no event shall the Debtors or their agents, attorneys and financial advisors be liable to any third party for any direct, indirect, incidental, consequential, or special damages (including, but not limited to, damages arising from the disallowance of a potential claim against the Debtors or damages to business reputation, lost business or lost profits), whether foreseeable or not and however caused, even if the Debtors or their agents, attorneys, and financial advisors are advised of the possibility of such damages.

Unless specifically amended hereby, the Global Notes are incorporated by reference in full and should be read in conjunction with these Amended Global Notes. These Amended Global Notes should be referred to and reviewed in connection with any review of the Amended Schedules and Statements.

SPECIFIC ADDITIONAL DISCLOSURES WITH RESPECT TO AMENDED SCHEDULES AND STATEMENTS

Schedule A/B

Item 11: As previewed in the Global Notes, the Debtors engaged RubinBrown, LLP to review and reconcile certain historical data in their books and records. As a result of that work, the Debtors now have updated books and records and are filing these Amended Schedules and Statements to provide those updated records. As part of Rubin Brown's work, additional unpaid accounts receivable amounts were identified as due and owing to certain Debtors from various non-Debtor affiliates and Mr. Petersen. Such amounts have been added to the appropriate Debtors' accounts receivable values, where applicable, in the Amended Schedules and Statements.

Item 55: Upon further review and analysis of the Debtors' real property, particularly in the wake of the sale of substantially all of the Debtors' facilities, the Debtors have identified certain parcels of real property that were either scheduled incorrectly or were inadvertently not scheduled. Accordingly, the Debtors have updated Schedule A/B, item 55, where applicable, to accurately reflect their real property assets.

Schedule E/F

Part 2: As previewed in the Global Notes, the Debtors engaged RubinBrown, LLP to review and reconcile certain historical data in their books and records. As part of Rubin Brown's work, additional nonpriority unsecured claims held by non-Debtor affiliates were identified and have been scheduled in the appropriate Debtors' Amended Schedules and Statements.

Schedule G

The Debtors' business is complex, and the Data Breach made the compilation and review of the Debtors' contracts difficult and time-consuming. The amendment to Schedule G reflects the Debtors' best efforts to schedule every known executory contract in the Debtors' books and records. While every effort has been made to ensure the accuracy of Schedule G, inadvertent errors or omissions may have occurred. If the Debtors uncover additional contracts that were not included herein, the Debtors reserve their right to amend and/or supplement the Schedules as necessary. The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, and other documents, instruments, and agreements that may not be listed therein. Relationships between the Debtors and their vendors are occasionally governed by a master services agreement, under which vendors also place work and purchase orders, which may be considered executory contracts. The Debtors believe that disclosure of all of these purchase and work orders would be impracticable and unduly burdensome. Likewise, in some cases, the same supplier or provider may appear multiple times in Schedule G.

Unless otherwise specified on Schedule G, each executory contract or unexpired lease listed thereon shall include all final exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any executed agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed thereon.

The Debtors and their estates hereby reserve all of their rights, claims, and causes of action to (i) dispute the validity, status, or enforceability of any contracts, agreements, or leases set forth in Schedule G, (ii) dispute or challenge the characterization of the structure of any transaction, document, or instrument related to a creditor's claim, including, but not limited to, the agreements listed on Schedule G; and (iii) amend or supplement such Schedule as necessary.

Statement of Financial Affairs

Question 4: Mark Petersen, as the owner and Chief Executive Officer of the Debtors and their affiliates since 2002, has overseen the expansion of the Debtors' enterprise over the last twenty plus years. For a large portion of that time, and for at least the past ten years, Mr. Petersen has not taken a salary for his role as Chief Executive Officer. In lieu of a salary, Mr. Petersen occasionally paid certain of his personal expenses out of the Debtors' accounts. Such payments were, at all times, accurately recorded as dividends and have been listed in Question 4. In certain instances, Mr. Petersen acted as an intermediary between certain Debtors wherein he would receive a

disbursement from one Debtor entity and then immediately deposit such disbursement with another Debtor entity or non-Debtor affiliate as a method of intercompany cash management. Those disbursements to Mr. Petersen are reflected in Question 4, but due in part to the Data Breach, the records of the corresponding deposits back into the enterprise were not readily available in the Debtors' books at the time of filing the original Schedules and Statements. As discussed above, the Debtors engaged RubinBrown, LLP to review and reconcile certain historical data in their books and records and are filing these Amended Schedules and Statements to provide necessary updates. Rubin Brown's work identified instances in which payments were made to Mr. Petersen during the one-year look-back period set forth in Question 4 for various business-related reasons. Such payments have been added to the appropriate Debtors' Amended Schedules and Statements. Rubin Brown's work also identified additional payments from Debtors to non-Debtor affiliates during the one-year look-back period set forth in Question 4. Such payments have been added to the appropriate Debtors' Amended Schedules and Statements and marked with an asterisk ("*") as marked in the originally filed Schedules and Statements. Finally, in the originally filed Schedules and Statements, certain insider payments were scheduled to "undetermined" insiders. Rubin Brown's work identified the appropriate recipient insiders for those payments and accordingly, the "undetermined" payments have been removed. Rubin Brown's work also identified certain insider payments that were scheduled inadvertently and such payments have been removed from the appropriate Debtors' Amended Schedules and Statements.

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EXHIBIT A

Amended Schedules

**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)

**AMENDED SCHEDULES OF ASSETS AND LIABILITIES FOR
MIDWEST HEALTH PROPERTIES, LLC (CASE NO. 24-10455)**

Amended Herein:

- Schedule E/F: Creditors Who Have Unsecured
- Schedule G: Executory Contracts and Unexpired Leases
- Summary of Assets and Liabilities for Non-Individuals

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, for which the Debtors have requested joint administration, 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 will be made available on a website of the Debtors' claims and noticing agent at www.kccllc.net/Petersen.

Fill in this information to identify the case:

Debtor Name: In re : Midwest Health Properties, LLC
 United States Bankruptcy Court for the: District of Delaware
 Case number (if known): 24-10455 (TMH)

☒ Check if this is an amended filing

Official Form 206Sum**Summary of Assets and Liabilities for Non-Individuals****12/15****Part 1: Summary of Assets****1. Schedule A/B: Assets—Real and Personal Property** (Official Form 206A/B)**1a. Real property:**Copy line 88 from *Schedule A/B*

\$ 0.00

1b. Total personal property:Copy line 91A from *Schedule A/B*

\$ 0.00

1c. Total of all property:Copy line 92 from *Schedule A/B*

\$ 0.00

Part 2: Summary of Liabilities**2. Schedule D: Creditors Who Have Claims Secured by Property** (Official Form 206D)Copy the total dollar amount listed in Column A, *Amount of claim*, from line 3 of *Schedule D*

\$ 0.00

3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)**3a. Total claim amounts of priority unsecured claims:**Copy the total claims from Part 1 from line 5a of *Schedule E/F*

\$ 0.00

3b. Total amount of claims of nonpriority amount of unsecured claims:Copy the total of the amount of claims from Part 2 from line 5b of *Schedule E/F*

+ \$ 750.00

4. Total liabilities

Lines 2 + 3a + 3b

\$ 750.00

Fill in this information to identify the case:

Debtor Name: In re : Midwest Health Properties, LLC

United States Bankruptcy Court for the: District of Delaware

Case number (if known): 24-10455 (TMH)

☒ Check if this is an amended filing

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on Schedule A/B: Assets - Real and Personal Property (Official Form 206A/B) and on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims**1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).**

- ☒ No. Go to Part 2.
☐ Yes. Go to Line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

Total claim	Priority amount
-------------	-----------------

2.1 Priority creditor's name and mailing address

As of the petition filing date, the claim is: \$ _____ \$ _____

Check all that apply.

Creditor Name _____

☐ Contingent

Creditor's Notice name _____

☐ Unliquidated☐ Disputed

Address _____

Basis for the claim: _____

City _____

State _____

ZIP Code _____

Country _____

Date or dates debt was incurred _____**Last 4 digits of account number** _____**Is the claim subject to offset?**☐ No☐ Yes**Specify Code subsection of PRIORITY unsecured****claim:** 11 U.S.C. § 507(a) ()

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

			Amount of claim
3.1 Nonpriority creditor's name and mailing address			As of the petition filing date, the claim is: \$ 750.00
Joe's Sewer & Septic			<i>Check all that apply.</i>
Creditor Name			☐ Contingent
Creditor's Notice name			☐ Unliquidated
437 Nelson Road			☐ Disputed
Address			Basis for the claim:
Dixon	IL	61021	
City	State	ZIP Code	
Country			
Date or dates debt was incurred			Is the claim subject to offset?
			☒ No
Last 4 digits of account number			☐ Yes
Amended herein - added			

Part 3: List Others to Be Notified About Unsecured Claims

4. List in alphabetical order any others who must be notified for claims listed in Parts 1 and 2. Examples of entities that may be listed are collection agencies, assignees of claims listed above, and attorneys for unsecured creditors. If no others need to be notified for the debts listed in Parts 1 and 2, do not fill out or submit this page. If additional pages are needed, copy the next page.

Name and mailing address

On which line in Part 1 or Part 2 is the related creditor (if any) listed?

Last 4 digits of account number, if any

Name

Line

☐ Not Listed.Explain

Notice Name

Street

City

State

ZIP Code

Country

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

		Total of claim amounts
5a. Total claims from Part 1	5a.	\$ 0.00
5b. Total claims from Part 2	5b. +	\$ 750.00
5c. Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c.	\$ 750.00

Fill in this information to identify the case:

Debtor Name: In re : Midwest Health Properties, LLC

United States Bankruptcy Court for the: District of Delaware

Case number (if known): 24-10455 (TMH)

☒ Check if this is an amended filing**Official Form 206G****Schedule G: Executory Contracts and Unexpired Leases****12/15**

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, numbering the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

- ☐ No. Check this box and file this form with the court with the debtor's other schedules. There is nothing else to report on this form.
- ☒ Yes. Fill in all of the information below even if the contracts or leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

2. List all contracts and unexpired leases**State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease****2.1 State what the contract or lease is for and the nature of the debtor's interest**Mobile Imaging Service AgreementBioTech X-ray, IncNameAttn Tamara Schwartz, PresidentNotice Name1065 Executive Parkway Ste.220Address**State the term remaining****List the contract number of any government contract**St. LouisMO63141-6367CityStateZIP CodeCountry*Amended herein: added***2.2 State what the contract or lease is for and the nature of the debtor's interest**Service AgreementBioTech X-ray, IncNameAttn Tamara Schwartz, PresidentNotice Name1065 Executive Parkway Ste.220Address**State the term remaining****List the contract number of any government contract**St. LouisMO63141-6367CityStateZIP CodeCountry*Amended herein: added*

Debtor: Midwest Health Properties, LLC

Case number (if known): 24-10455

Name

2.3 **State what the contract or lease is for and the nature of the debtor's interest**

Renewal Customer Service Agreement

Call One Inc.

Name

Notice Name

225 West Wacker Drive 8th Floor

Address

State the term remaining

List the contract number of any government contract

Chicago

IL

60606

City

State

ZIP Code

Country

Amended herein: added

2.4 **State what the contract or lease is for and the nature of the debtor's interest**

Amendment No. 3 to Pharmacy Products and Services Agreement

Enloe Drugs, LLC

Name

OMNICARE OF DECATUR

Notice Name

796 N. SUNNYSIDE ROAD

Address

State the term remaining

List the contract number of any government contract

Decatur

IL

62522-1156

City

State

ZIP Code

Country

Amended herein: added

2.5 **State what the contract or lease is for and the nature of the debtor's interest**

Radiology Services Agreement

Gamma HealthCare, Inc.

Name

Notice Name

1717 West Maud St.

Address

State the term remaining

List the contract number of any government contract

Poplar Bluff

MO

63901

City

State

ZIP Code

Country

Amended herein: added

Debtor: Midwest Health Properties, LLC

Case number (if known): 24-10455

Name

2.6 **State what the contract or lease is for and the nature of the debtor's interest**

Purchasing Agreement

Gem Medical Supplies, LLC

Name

Notice Name

730 Anthony Trail

Address

State the term remaining**List the contract number of any government contract**

Northbrook

IL

60062

City

State

ZIP Code

Country

*Amended herein: added*2.7 **State what the contract or lease is for and the nature of the debtor's interest**

Amended and Restated Therapy Services Agreement

Kindred Rehab Services, LLC

Name

Attn VP, Finance

Notice Name

Rehab Care

Address

680 South Fourth Street

State the term remaining**List the contract number of any government contract**

Louisville

KY

40202

City

State

ZIP Code

Country

*Amended herein: added*2.8 **State what the contract or lease is for and the nature of the debtor's interest**

Master Contract for Biohazard Waste

MCKay's Haz-Mat Truck Service, Inc.

Name

Notice Name

PO Box 1444

Address

State the term remaining**List the contract number of any government contract**

Centralia

IL

62801

City

State

ZIP Code

Country

Amended herein: added

Debtor: Midwest Health Properties, LLC

Case number (if known): 24-10455

Name

2.9 **State what the contract or lease is for and the nature of the debtor's interest**

Prime Vendor Product Supply Agreement

McKesson Medical-Surgical Minnesota Supply Inc.

Name

Notice Name

8121 Tenth Avenue North

Address

State the term remaining

List the contract number of any government contract

Golden Valley

MN

55427

City

State

ZIP Code

Country

Amended herein: added

2.10 **State what the contract or lease is for and the nature of the debtor's interest**

Amendment to Contract

Medical Staffing Solutions, LLC

Name

Notice Name

8601 N. Kentucky Ave, Suite A

Address

State the term remaining

List the contract number of any government contract

Evansville

IN

47725

City

State

ZIP Code

Country

Amended herein: added

2.11 **State what the contract or lease is for and the nature of the debtor's interest**

Amendment to Professional Services Agreement

Medical Staffing Solutions, LLC

Name

Notice Name

8601 N. Kentucky Ave, Suite A

Address

State the term remaining

List the contract number of any government contract

Evansville

IN

47725

City

State

ZIP Code

Country

Amended herein: added

Debtor: Midwest Health Properties, LLC

Case number (if known): 24-10455

Name

2.12 **State what the contract or lease is for and the nature of the debtor's interest**

Attachment 1 to Professional Services Agreement

Medical Staffing Solutions, LLC

Name

Notice Name

8601 N. Kentucky Ave, Suite A

Address

State the term remaining

List the contract number of any government contract

Evansville

IN

47725

City

State

ZIP Code

Country

Amended herein: added

2.13 **State what the contract or lease is for and the nature of the debtor's interest**

Professional Services Agreement

Medical Staffing Solutions, LLC

Name

Attn Chief Executive Officer

Notice Name

9700 HWY 57N, Suite A

Address

State the term remaining

List the contract number of any government contract

Evansville

IN

47725

City

State

ZIP Code

Country

Amended herein: added

2.14 **State what the contract or lease is for and the nature of the debtor's interest**

Amendment No. 2 to Pharmacy Consultant Agreement

Omnicare

Name

Attn Legal

Notice Name

One CVS Drive Mail Code 1160

Address

State the term remaining

List the contract number of any government contract

Woonsocket

RI

02895

City

State

ZIP Code

Country

Amended herein: added

Debtor: Midwest Health Properties, LLC

Case number (if known): 24-10455

Name

2.15 **State what the contract or lease is for and the nature of the debtor's interest**

Amendment No. 5 to Pharmacy Consultant Agreement

Omnicare

Name

Attn Legal

Notice Name

One CVS Drive Mail Code 1160

State the term remaining

Address

List the contract number of any government contract

Woonsocket

RI

02895

City

State

ZIP Code

Country

*Amended herein: added*2.16 **State what the contract or lease is for and the nature of the debtor's interest**

Amendment No. 6 to Pharmacy Products and Services Agreement

Omnicare

Name

Attn Legal

Notice Name

One CVS Drive Mail Code 1160

State the term remaining

Address

List the contract number of any government contract

Woonsocket

RI

02895

City

State

ZIP Code

Country

*Amended herein: added*2.17 **State what the contract or lease is for and the nature of the debtor's interest**

Amendment to Pharmacy Consultant Agreement

Omnicare

Name

Attn Legal

Notice Name

One CVS Drive Mail Code 1160

State the term remaining

Address

List the contract number of any government contract

Woonsocket

RI

02895

City

State

ZIP Code

Country

Amended herein: added

Debtor: Midwest Health Properties, LLC

Case number (if known): 24-10455

Name

2.18 **State what the contract or lease is for and the nature of the debtor's interest**Letter Amendment re: COVID-19 Vaccination
Distribution Services

Omnicare

Name

Attn Legal

Notice Name

One CVS Drive Mail Code 1160

Address

State the term remaining**List the contract number of any government contract**

Woonsocket

RI

02895

City

State

ZIP Code

Country

*Amended herein: added*2.19 **State what the contract or lease is for and the nature of the debtor's interest**

Pharmacy Consultant Agreement

Omnicare

Name

Attn Legal

Notice Name

One CVS Drive Mail Code 1160

Address

State the term remaining**List the contract number of any government contract**

Woonsocket

RI

02895

City

State

ZIP Code

Country

*Amended herein: added*2.20 **State what the contract or lease is for and the nature of the debtor's interest**

Pharmacy Products and Services Agreement

Omnicare

Name

Attn Legal

Notice Name

One CVS Drive Mail Code 1160

Address

State the term remaining**List the contract number of any government contract**

Woonsocket

RI

02895

City

State

ZIP Code

Country

Amended herein: added

Debtor: Midwest Health Properties, LLC

Case number (if known): 24-10455

Name

2.21 **State what the contract or lease is for and the nature of the debtor's interest**

Amendment to Pharmacy Consultant Agreement

Omnicare Pharmacy of the Midwest, LLC dba Omnicare of Kansas City

Name

Notice Name

10400 Hickman Mills Drive, Suite 200

Address

State the term remaining

List the contract number of any government contract

Kansas City

MO

64137

City

State

ZIP Code

Country

Amended herein: added

2.22 **State what the contract or lease is for and the nature of the debtor's interest**

Amendment to Pharmacy Products and Services Agreement

Omnicare Pharmacy of the Midwest, LLC dba Omnicare of Kansas City

Name

Notice Name

10400 Hickman Mills Drive, Suite 200

Address

State the term remaining

List the contract number of any government contract

Kansas City

MO

64137

City

State

ZIP Code

Country

Amended herein: added

2.23 **State what the contract or lease is for and the nature of the debtor's interest**

Amendment to Pharmacy Consultant Agreement

Omnicare, Inc.

Name

Attn General Counsel

Notice Name

900 Omnicare Center

Address

State the term remaining

List the contract number of any government contract

201 East Fourth Street

Cincinnati

OH

45202

City

State

ZIP Code

Country

Amended herein: added

Debtor: Midwest Health Properties, LLC

Case number (if known): 24-10455

2.24	State what the contract or lease is for and the nature of the debtor's interest	Amendment to Pharmacy Products and Services Agreement	Omnicare, Inc. Name Attn General Counsel Notice Name 900 Omnicare Center Address 201 East Fourth Street Cincinnati City OH State 45202 ZIP Code Country
	State the term remaining		
	List the contract number of any government contract		

Amended herein: added

2.25	State what the contract or lease is for and the nature of the debtor's interest	Pharmacy Consultant Agreement	Omnicare, Inc. Name Attn General Counsel Notice Name 900 Omnicare Center Address 201 East Fourth Street Cincinnati City OH State 45202 ZIP Code Country
	State the term remaining		
	List the contract number of any government contract		

Amended herein: added

2.26	State what the contract or lease is for and the nature of the debtor's interest	Pharmacy Products and Services Agreement	Omnicare, Inc. Name Attn General Counsel Notice Name 900 Omnicare Center Address 201 East Fourth Street Cincinnati City OH State 45202 ZIP Code Country
	State the term remaining		
	List the contract number of any government contract		

Amended herein: added

Debtor: Midwest Health Properties, LLC

Case number (if known): 24-10455

Name

2.27 **State what the contract or lease is for and the nature of the debtor's interest**

Billing

Presto-X

Name

Notice Name

4521 Leavenworth Street

Address

State the term remaining

List the contract number of any government contract

Omaha

NE

68106-1437

City

State

ZIP Code

Country

Amended herein: added

2.28 **State what the contract or lease is for and the nature of the debtor's interest**

Multi-Facility Supply and Services Agreement

Pulmonary Exchange, Ltd. aka PEL/VIP

Name

Attn Raymond Kalinsky

Notice Name

9840 SW Hwy.

Address

State the term remaining

List the contract number of any government contract

Oak Lawn

IL

60453

City

State

ZIP Code

Country

Amended herein: added

2.29 **State what the contract or lease is for and the nature of the debtor's interest**

Amended and Restated Therapy Services Agreement

RehabCare Group East, LLC

Name

Attn VP, Finance

Notice Name

680 South Fourth Street

Address

State the term remaining

List the contract number of any government contract

Louisville

KY

40202

City

State

ZIP Code

Country

Amended herein: added

Debtor: Midwest Health Properties, LLC

Case number (if known): 24-10455

Name

2.30 **State what the contract or lease is for and the nature of the debtor's interest**Second Amended and Restated and Reaffirmed
Guaranty Agreement

RehabCare Group East, LLC

Name

Attn Chief Financial Officer

Notice Name

680 South Fourth Street

Address

State the term remaining**List the contract number of any government contract**

Louisville

KY

40202

City

State

ZIP Code

Country

*Amended herein: added*2.31 **State what the contract or lease is for and the nature of the debtor's interest**

Protocol and Agreement of Hospice Services

Sarah Bush Lincoln Health Center d/b/a Sarah Bush Lincoln Hospice

Name

Attn Post Acute Care Director

Notice Name

Sarah Bush Lincoln Hospice

Address

1004 Health Center Drive, Suite 202

State the term remaining**List the contract number of any government contract**

Mattoon

IL

61938

City

State

ZIP Code

Country

*Amended herein: added*2.32 **State what the contract or lease is for and the nature of the debtor's interest**Amendment to Pharmaceutical Product Rebate
Agreement

Smith & Nephew, Inc.

Name

Attn Company Secretary

Notice Name

1450 E. Brooks Road

Address

State the term remaining**List the contract number of any government contract**

Memphis

TN

38116

City

State

ZIP Code

Country

Amended herein: added

Debtor: Midwest Health Properties, LLC

Case number (if known): 24-10455

Name

2.33 **State what the contract or lease is for and the nature of the debtor's interest**

Rebate Agreement

Smith & Nephew, Inc.

Name

Attn Company Secretary

Notice Name

1450 E. Brooks Road

Address

State the term remaining

List the contract number of any government contract

Memphis

TN

38116

City

State

ZIP Code

Country

Amended herein: added

2.34 **State what the contract or lease is for and the nature of the debtor's interest**

EpicCare Link Site Level Agreement

Southern Illinois Hospital Services

Name

Attention Rex P. Budde

Notice Name

1239 E. Main St.

Address

State the term remaining

List the contract number of any government contract

Carbondale

IL

62902

City

State

ZIP Code

Country

Amended herein: added

Fill in this information to identify the case:

Debtor Name: In re : Midwest Health Properties, LLC

United States Bankruptcy Court for the: District of Delaware

Case number (if known): 24-10455 (TMH)

Official Form 202**Declaration Under Penalty of Perjury for Non-Individual Debtors**

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☒ *Amended Schedule* Schedule E/F: Creditors Who Have Unsecured Claims, Schedule G: Executory Contracts and Unexpired Leases, Summary of Assets and Liabilities for Non-Individuals
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 04/22/2025

MM / DD / YYYY

✕ / s / David R. Campbell

Signature of individual signing on behalf of debtor

David R. Campbell

Printed name

Authorized Signatory

Position or relationship to debtor

EXHIBIT B

Amended Statements

N/A