

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re

SC HEALTHCARE HOLDING, LLC *et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

Hearing Date: April 15, 2025 at 10:00 a.m. (ET)

Objection Deadline: April 8, 2025 at 4:00 p.m. (ET)

**DEBTORS' MOTION FOR ENTRY OF AN 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  
THERE TO; AND (VII) GRANTING RELATED RELIEF**

The debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") respectfully state as follows in support of this motion (this "Motion"):

**RELIEF REQUESTED**

1. The Debtors seek entry of an order (the "Proposed Interim Approval and Procedures Order"), substantially in the form attached hereto as Exhibit A, (i) approving 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"),<sup>2</sup> filed

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

<sup>2</sup> 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 First Day Declaration (as defined below), as applicable.



on March 25, 2025, on an interim basis and for solicitation purposes only; (ii) establishing deadlines for the filing 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 ballot and solicitation materials; (v) establishing a voting record date; (vi) fixing the date, time, and place for the combined hearing (the “Combined Hearing”) to confirm and approve the Combined Plan and Disclosure Statement on a final basis, including the adequacy of the disclosures therein, and establishing the deadline for filing objections related thereto; and (vii) granting related relief. A summary of the key dates proposed to be established by the Proposed Interim Approval and Procedures Order, subject to the Court’s availability, is set forth below:

<b>PROPOSED TIMETABLE</b>	
<b>Event</b>	<b>Date</b>
Deadline to object to this Motion	April 8, 2025
Voting Procedures and Interim Combined Plan and Disclosure Statement Hearing	April 15, 2025
Voting Record Date	The date of entry of the Proposed Interim Approval and Procedures Order
Solicitation Commencement Date	Within five (5) Business Days after entry of the Proposed Interim Approval and Procedures Order
Publication Deadline	Within seven (7) Business Days after entry of the Proposed Interim Approval and Procedures Order

<b>PROPOSED TIMETABLE</b>	
<b>Event</b>	<b>Date</b>
Deadline for Creditors to File Rule 3018 Motions	General Deadline: May 2, 2025, at 4:00 p.m. (ET)  Deadline for Rule 3018 Motions Filed in Response to a Claim Objection: 4:00 p.m. (ET) on the date that is 14 days after service of such claim objection
Deadline for Debtors to Respond to Rule 3018 Motions	4:00 p.m. (ET) on the date that is 14 days after service of the Rule 3018 Motion
Deadline to File Initial Plan Supplement	May 9, 2025
Initial Administrative Expense Bar Date	Thirty (30) days after entry of the Proposed Interim Approval and Procedures Motion
Voting Deadline	May 16, 2025 at 4:00 p.m. (ET)
Deadline to file and serve Objections to the Confirmation and/or final approval of the adequacy of the Combined Plan and Disclosure Statement	May 20, 2025 at 4:00 p.m. (ET)
Deadline to file Voting Tabulation Affidavit	May 23, 2025 at 12:00 p.m. (ET) (or at noon (ET) two (2) Business Days prior to any adjourned Combined Hearing)
Deadline to file: (1) Confirmation Brief; (2) Reply to any Objections to the Confirmation and/or final approval of the adequacy of the Combined Plan and Disclosure Statement; or (3) Reply to Objections to Rule 3018 Motions	May 23, 2025, at 12:00 p.m. (ET) (or at noon (ET) two (2) Business Days prior to any adjourned Combined Hearing)

<b>PROPOSED TIMETABLE</b>	
<b>Event</b>	<b>Date</b>
Combined Hearing	May 28, 2025

2. The related exhibits annexed to the Proposed Interim Approval and Procedures Order and cited throughout this Motion are as follows:

<b>Exhibit</b>	<b>Number</b>
Ballots	<b><u>Exhibit 1</u></b>
Combined Hearing Notice	<b><u>Exhibit 2</u></b>
Non-Voting Notice	<b><u>Exhibit 3</u></b>
Opt-In Election Form	<b><u>Exhibit 4</u></b>
Publication Notice	<b><u>Exhibit 5</u></b>

### **JURISDICTION AND VENUE**

3. The United States Bankruptcy Court for the District of Delaware (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated as of February 29, 2012 (the “Amended Standing Order”). This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). Pursuant to Rule 9013-1(f) of the Local Rules of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), the Debtors consent to a final order with respect to this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

5. The statutory and legal predicates for the relief requested herein are sections 105(a), 1125, 1126, and 1128 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), Rules 2002(b), 3016, 3017, 3018 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Local Rules 2002-1, 3017-1, 3017-2.

## **BACKGROUND**

### **A. General**

6. On March 20, 2024 (the “Petition Date”), the Debtors each commenced with the Court a voluntary case under the Bankruptcy Code. The Debtors, with the exception of some inactive entities, are authorized to operate their businesses and manage their properties as debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

7. On April 9, 2024, the Office of the United States Trustee for the District of Delaware (the “U.S. Trustee”) appointed the official committee of unsecured creditors (the “Committee”). On April 16, 2024, the U.S. Trustee appointed a patient care ombudsman [Docket No. 160] (the “Patient Care Ombudsman”) in these Chapter 11 Cases. No trustee or examiner has been appointed in these Chapter 11 Cases.

8. The factual background regarding the Debtors, including their business operations, capital and debt structure, and the events leading to the filing of these Chapter 11 Cases, is set forth in more detail in the *Declaration of David R. Campbell in Support of Debtors’ Chapter 11 Petitions and First Day Pleadings* [Docket No. 44].

### **B. The Combined Plan and Disclosure Statement**

9. The Combined Plan and Disclosure Statement is a joint chapter 11 plan providing for: (1) the substantive consolidation of the Debtors’ chapter 11 Estates; (2) the appointment of a Plan Administrator to carry out the terms of the Combined Plan and Disclosure Statement,

including, *inter alia*, collecting accounts receivable and making distributions to Holders of Allowed Administrative Expense Claims, Priority Claims, and Adequate Protection Claims; and (3) the appointment of a Liquidating Trustee to liquidate or otherwise dispose of the remaining assets of the Debtors and Estates in accordance with the Combined Plan and Disclosure Statement (to the extent such assets were not previously monetized to Cash or otherwise transferred by the Debtors prior to the Effective Date), without the need for further order of the Court. Pursuant to the Combined Plan and Disclosure Statement, the Plan Administrator and/or Liquidating Trustee, as applicable, will complete the orderly wind-down of the Debtors' businesses, address pending claims, if any, including litigation claims, and make distributions to Creditors as efficiently as possible through the Combined Plan and Disclosure Statement. The Debtors have already liquidated substantially all of their respective assets in connection with the Sale Orders, which effectuated a sale of substantially all of the Debtors' assets.

10. Claims and Interests are classified as follows:

<b>Class</b>	<b>Status</b>	<b>Voting Rights</b>
Class 1a – Column Claim	Impaired	Entitled to Vote
Class 1b – GMF Claim	Impaired	Entitled to Vote
Class 1c – X-Caliber Claim	Impaired	Entitled to Vote
Class 1d – Rantoul Claim	Impaired	Entitled to Vote
Class 1e – CSB Claim	Impaired	Entitled to Vote
Class 1f – Solutions Bank Claim	Impaired	Entitled to Vote

<b>Class</b>	<b>Status</b>	<b>Voting Rights</b>
Class 1g – Berkadia Claim	Impaired	Entitled to Vote
Class 1h – Grandbridge Claim	Impaired	Entitled to Vote
Class 1i – Lument Claims	Impaired	Entitled to Vote
Class 1j – Wells Fargo Claim	Impaired	Entitled to Vote
Class 2 – Other Secured Claims	Unimpaired	Deemed to Accept
Class 3 – Priority Claims	Unimpaired	Deemed to Accept
Class 4 – General Unsecured Claims	Impaired	Entitled to Vote
Class 5 – Intercompany Claims	Impaired	Deemed to Reject
Class 6 – Equity Interests	Impaired	Deemed to Reject

11. As shown above, the Combined Plan and Disclosure Statement presently provides for six different Classes of Claims and Interests. Under the Combined Plan and Disclosure Statement, Claims in Classes 1a-1j and Class 4 (each, a “Voting Class” and, collectively, the “Voting Classes”) are Impaired by the Combined Plan and Disclosure Statement, and as such, Holders of Claims in the Voting Classes are entitled to vote to reject or accept the Combined Plan and Disclosure Statement. Claims in Class 2 and Class 3 (the “Unimpaired Classes”) are Unimpaired by the Combined Plan and Disclosure Statement, and such Holders are presumed to have accepted the Combined Plan and Disclosure Statement pursuant to § 1126(f) of the Bankruptcy Code and are therefore not entitled to vote on the Combined Plan and Disclosure

Statement. Holders of Claims in Class 5 and Interests in Class 6 (the “Deemed Rejecting Classes,” and together with the Unimpaired Classes, the “Non-Voting Classes”)<sup>3</sup> are Impaired, will not receive or retain any property under the Combined Plan and Disclosure Statement, and such Holders are deemed to have rejected the Combined Plan and Disclosure Statement pursuant to section 1126(g) of the Bankruptcy Code and are therefore not entitled to vote on the Combined Plan and Disclosure Statement.

12. In addition, pursuant to section 1123(a)(1) of the Bankruptcy Code, the Combined Plan and Disclosure Statement designates three categories of Claims that are entitled to receive Distributions under the Combined Plan and Disclosure Statement but are not classified for purposes of voting to accept or reject the Combined Plan and Disclosure Statement. These categories of Claims are Administrative Expense Claims, Professional Fee Claims, and Priority Tax Claims.

13. The Combined Plan and Disclosure Statement provides adequate information with respect to the Combined Plan and Disclosure Statement and ensure that Holders of Claims entitled to vote on the Combined Plan and Disclosure Statement will receive information of a kind and in sufficient detail to make an informed judgment regarding acceptance or rejection of the Combined Plan and Disclosure Statement. The proposed schedule and procedures to confirm and consummate the Combined Plan and Disclosure Statement will move these chapter 11 cases forward while ensuring due process and providing for the procedural safeguards mandated under the Bankruptcy

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<sup>3</sup> Notwithstanding anything herein to the contrary, the Debtors request a waiver of the strict notice requirement with respect to Holders of Class 5 Intercompany Claims and intercompany Interests in Class 6. Because such Claims and Intercompany Interests are held by the Debtors and/or their affiliates, the Debtors submit that such Holders will not be prejudiced by the lack of notice, such that service of any and all solicitation materials and related notices to such Holders may be dispensed with.



Code and the Bankruptcy Rules. Accordingly, the Debtors submit that the relief requested in this Motion should be approved.

### **BASIS FOR RELIEF**

#### **A. Interim Approval of the Combined Plan and Disclosure Statement for Solicitation Purposes**

14. Section 1125 of the Bankruptcy Code requires that a disclosure statement be approved by the bankruptcy court as containing “adequate information” prior to a debtor’s solicitation of acceptances or rejections of a plan. 11 U.S.C. § 1125(b). “Adequate information” is defined in the Bankruptcy Code as:

information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the Debtors and the condition of the Debtor’s books and records, including a discussion of the potential material Federal tax consequences of the plan to the Debtors, any successor to the Debtors, and a hypothetical investor typical of the holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the plan. . . . [I]n determining whether a disclosure statement provides adequate information, the court shall consider the complexity of the case, the benefit of additional information to creditors and other parties in interest, and the cost of providing additional information.

11 U.S.C. § 1125(a)(1).

15. “Adequate information” is a flexible standard, based on the facts and circumstances of each case. See 11 U.S.C. § 1125(a)(1). In evaluating whether a disclosure statement provides “adequate information,” courts adhere to Bankruptcy Code’s instruction that making this determination is a flexible exercise based on the facts and circumstances of each case and is within the broad discretion of the court. *See, e.g., Krystal Cadillac-Oldsmobile GMC Truck, Inc. v. Gen. Motors Corp.*, 337 F.3d 314, 321–22 (3d Cir. 2003); *see also Oneida Motor Freight, Inc. v. United Jersey Bank*, 848 F.2d 414, 417 (3d Cir. 1988) (“From the legislative history of § 1125 we discern that adequate information will be determined by the facts and circumstances of each

case.”); *First Am. Bank of New York v. Century Glove, Inc.*, 81 B.R. 274, 279 (D. Del. 1988) (noting that adequacy of disclosure for a particular debtor will be determined based on how much information is available from outside sources); S. Rep. No. 95-989, at 121 (1978), *reprinted in* 1978 U.S.C.C.A.N. 5787, 5907 (“[T]he information required will necessarily be governed by the circumstances of the case.”); *In re Copy Crafters Quickprint, Inc.*, 92 B.R. 973, 979 (Bankr. N.D.N.Y. 1988) (explaining that the adequacy of a disclosure statement is to be “determined on a case-specific basis under a flexible standard that can promote the policy of Chapter 11 towards fair settlement through a negotiation process between informed interested parties”); *Texas Extrusion Corp. v. Lockheed Corp. (In re Texas Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988) (“The determination of what is adequate information is subjective and made on a case by case basis. This determination is largely within the discretion of the bankruptcy court.”).

16. Courts generally agree that the primary purpose of a disclosure statement is to provide all material information that creditors and interest holders affected by a proposed plan need to make an informed decision regarding whether or not to vote for the plan. *See, e.g., Century Glove*, 860 F.2d at 100 (“[Section] 1125 seeks to guarantee a minimum amount of information to the creditor asked for its vote.”); *In re Monnier Bros.*, 755 F.2d 1336, 1341 (8th Cir. 1985) (“The primary purpose of a disclosure statement is to give the creditors the information they need to decide whether to accept the plan.”); *In re Phoenix Petroleum Co.*, 278 B.R. 385, 392 (Bankr. E.D. Pa. 2001) (“[T]he general purpose of the disclosure statement is to provide ‘adequate information’ to enable ‘impaired’ classes of creditors and interest holders to make an informed judgment about the proposed plan and determine whether to vote in favor of or against that plan.”); *In re Ferretti*, 128 B.R. 16, 19 (Bankr. D.N.H. 1991) (stating that a disclosure statement “must clearly and succinctly inform the average unsecured creditor what it is going to get, when it is going to get it,

and what contingencies there are to getting its distribution.”); *In re Unichem Corp.*, 72 B.R. 95, 97 (Bankr. N.D. Ill. 1987) (“The primary purpose of a disclosure statement is to provide all material information which creditors and equity security holders affected by the plan need in order to make an intelligent decision whether to vote for or against the plan.”). Congress intended that informed judgments would be needed to both negotiate the terms of, and vote on, a plan of reorganization. *Century Glove*, 860 F.2d at 100.

14. In accordance with these principles, the Combined Plan and Disclosure Statement contains ample information to allow Holders of Claims in the Voting Classes to make well-informed judgments on the Combined Plan and Disclosure Statement. Specifically, the Combined Plan and Disclosure Statement contains detailed information with respect to, among other things.

- (a) the Debtors’ business operations and prepetition capital structure;
- (b) the relevant events and circumstances preceding the chapter 11 cases;
- (c) the major events during the administration of the chapter 11 cases;
- (d) the key terms of the Combined Plan and Disclosure Statement;
- (e) a summary of the classification and treatment of all Classes of Claims and Interests under the Combined Plan and Disclosure Statement;
- (f) estimates of the anticipated distributions to be received by Holders of Allowed Claims;
- (g) the provisions governing distributions under the Combined Plan and Disclosure Statement;
- (h) the means for implementation of the Combined Plan and Disclosure Statement;
- (i) the feasibility of the Combined Plan and Disclosure Statement;
- (j) a comparison to hypothetical liquidation under chapter 7 of the Bankruptcy Code;
- (k) risk factors that may affect the Combined Plan and Disclosure Statement;
- (l) the existence of federal tax consequences of the Combined Plan and Disclosure Statement for which creditors should seek independent counsel; and

- (m) a recommendation by the Debtors that Holders of Claims in the Voting Classes should vote to accept the Combined Plan and Disclosure Statement.

*See In re U.S. Brass Corp.*, 194 B.R. 420, 424-25 (Bankr. E.D. Tex. 1996) (listing factors that courts may consider in determining the adequacy of information provided in a disclosure statement); *In re Scioto Valley Mortg. Co.*, 88 B.R. 168, 170-71 (Bankr. S.D. Ohio 1988) (same); *In re Metrocraft Pub. Serv., Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984) (same). Notably, however, disclosure regarding all conceivable topics is not necessary in every case. *In re U.S. Brass*, 194 B.R. at 425; *In re Phoenix Petroleum Co.*, 278 B.R. at 393.

15. The procedures described herein (the “Solicitation and Voting Procedures”) provide for solicitation of the Combined Plan and Disclosure Statement in accordance with Local Rule 3017-2 and ensure that creditors and parties in interest will have sufficient time to review the Combined Plan and Disclosure Statement and file objections thereto in advance of the Combined Hearing. The Debtors will consider all requests to make reasonable changes to the Combined Plan and Disclosure Statement in advance of the hearing on this Motion (the “Voting Procedures and Interim Disclosure Statement Hearing”).

16. Bankruptcy Rule 3016(c) requires that, if a plan provides for an injunction against conduct not otherwise enjoined under the Bankruptcy Code, the plan and disclosure statement must describe, in specific and conspicuous language, the acts to be enjoined and the entities subject to the injunction. Fed. R. Bankr. P. 3016(c). Bankruptcy Rule 2002(c) similarly requires that such disclosure be provided for the notice of the time fixed for filing objections and the hearing to consider confirmation of the chapter 11 plan. Fed. R. Bankr. P. 2002(c).

17. The Combined Plan and Disclosure Statement describes in detail the entities subject to an injunction under the Combined Plan and Disclosure Statement and the acts that they are enjoined from pursuing, including language related to the Debtor Released Claims, Third-Party

Release, Exculpation, and Injunction. Further, the Combined Hearing Notice states in clear and bolded text that the Combined Plan and Disclosure Statement contains release, exculpation, and injunction provisions, including the Third-Party Release. Accordingly, the Debtors respectfully submit that the Combined Plan and Disclosure Statement complies with Bankruptcy Rule 3016(c) by conspicuously describing the conduct and parties enjoined by the Combined Plan and Disclosure Statement, and the Combined Hearing Notice complies with Bankruptcy Rule 2002(c) by conspicuously describing the nature and entities subject to the injunction under the Combined Plan and Disclosure Statement.

18. The Debtors respectfully submit that the Combined Plan and Disclosure Statement complies with all aspects of section 1125 of the Bankruptcy Code. However, at the Voting Procedures and Interim Disclosure Statement Hearing—which is scheduled for April 15, 2025—the Debtors seek only interim approval of the Combined Plan and Disclosure Statement for solicitation purposes. Accordingly, the Debtors request that the Court (a) conditionally approve the Combined Plan and Disclosure Statement as containing “adequate information” within the meaning of section 1125 of the Bankruptcy Code, for solicitation purposes only, and (b) determine (on a final basis) at the Combined Hearing that the Combined Plan and Disclosure Statement contains “adequate information” within the meaning of section 1125 of the Bankruptcy Code. As part of the brief in support of confirmation of the Combined Plan and Disclosure Statement, and at the Combined Hearing, the Debtors will provide the necessary support for the Court to determine the adequacy of the disclosures in the Combined Plan and Disclosure Statement and that the Debtors have met the requirements of section 1125 of the Bankruptcy Code.

19. The Debtors seek approval of the procedures and timeline requested herein because, among other reasons, the Debtors desire to exit from bankruptcy in an efficient manner that will

maximize value for the benefit of all stakeholders. To ensure that the Combined Plan and Disclosure Statement is confirmed in a timely and efficient manner, the Debtors have determined, in their business judgment, that it is necessary and prudent to proceed with a combined plan and disclosure statement process on the timeline proposed herein. Accordingly, the Debtors respectfully request that the Court enter the Proposed Interim Approval and Procedures Order approving, among other things, the Combined Plan and Disclosure Statement on an interim basis for solicitation purposes only.

20. Any objections or proposed modifications to the interim approval of the Combined Plan and Disclosure Statement shall (i) be in writing, in English, and in text-searchable format and (ii) be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware (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, 77 West Wacker Drive, Suite

3100, Chicago, IL 60601, 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).

**B. Establishment of Administrative Expense Bar Dates**

21. The Debtors seek approval of the following procedures for the allowance of Administrative Expense Claims (other than Professional Fee Claims):

- (a) Any request for payment of an Administrative Expense Claim against the Debtors that arises, accrues, or otherwise become due and payable at any time on or before the date on which the Proposed Interim Approval and Procedures Order is entered (the “Initial Administrative Expense Period”) must be filed with the Court and served on the Debtors no later than thirty (30) days after the date on which the Proposed Interim Approval and Procedures Order is entered (the “Initial Administrative Expense Bar Date”);
- (b) Any requests for payment of Administrative Expense Claims against the Debtors that arises, accrues, or otherwise becomes due and payable at any time *after* the date on which the Proposed Interim Approval and Procedures Order is 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 filed with the Court and served on the Debtors 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.

22. The Debtors respectfully submit that these procedures comply with the Bankruptcy Rules, the Local Rules and the Bankruptcy Code, encourage the efficient administration of the Debtors' Estates, are appropriate and reasonable under the circumstances, and should be approved.

**C. Combined Hearing, Objection Deadline, and Notice Thereof**

23. Section 1128 of the Bankruptcy Code provides that “[a]fter notice, the court shall hold a hearing on confirmation of a plan” and that “[a] party in interest may object to confirmation of a plan.” 11 U.S.C. § 1128. Bankruptcy Rule 3017 provides that, on or before the approval of a disclosure statement, a bankruptcy court “may fix the date for the hearing on confirmation.” *See* Fed. R. Bankr. P. 3017(c). Section 105 of the Bankruptcy Code expressly authorizes a court to “issue an order . . . that . . . provides that the hearing on approval of the disclosure statement may be combined with the hearing on confirmation of the plan” where the bankruptcy court deems a combined hearing to be “appropriate to ensure that the case is handled expeditiously and economically.” *See* 11 U.S.C. § 105(d)(2)(B)(vi); *see also In re Gulf Coast Oil Corp.*, 404 B.R. at 425 (“Section 1125(f) authorizes combined plans and disclosure statements in small business cases and § 105(d) authorizes the court to combine them in other cases.”).

24. Local Rule 3017-2(a) applies “to all cases arising under chapter 11 of the [Bankruptcy] Code where a plan proponent is seeking Court permission to have combined hearings on approval of a disclosure statement and confirmation of a plan . . . .” Local Rule 3017-2(b) recognizes that a plan proponent may combine a disclosure statement with a plan and that a combined plan proponent may file a motion seeking “interim approval of the disclosure statement,” “approval of solicitation procedures,” and “scheduling a joint hearing to consider final approval of the adequacy of the disclosure statement and confirmation of the proposed plan.”



25. In addition, the Bankruptcy Rules support approval of the Combined Hearing as a matter of efficiency. *See, e.g.*, Fed. R. Bankr. P. 1001 (providing that the Bankruptcy Rules should be employed “to secure the just, speedy, and inexpensive determination of every case and proceeding.”). And approving the Combined Hearing will (a) conserve judicial and estate resources by minimizing the costs associated with preparing for and attending multiple hearings, (b) enable the Combined Plan and Disclosure Statement to be confirmed as expeditiously as possible, (c) provide better recoveries to Holders of Claims and Interests than would otherwise be available after multiple hearings, and (d) not be unjust under these facts and circumstances.

26. Consistent with the foregoing authority, the Debtors respectfully request that the Combined Hearing, to consider confirmation of the Combined Plan and Disclosure Statement, including final approval of the adequacy of the disclosures therein, be set for May 28, 2025, or as soon thereafter as the Court is available. The Debtors submit that a combined hearing will streamline and expedite the confirmation process, which will inure directly to the benefit of creditors by allowing the Debtors to implement the Combined Plan and Disclosure Statement in a timely and efficient manner and limiting the amount of time the Debtors remain in chapter 11. Under the circumstances, a combined hearing will spare the Debtors from additional administrative expenses associated with a two-stage process, and promote judicial efficiency and economy.

27. The Debtors request approval of the notice of the Combined Hearing substantially in the form of **Exhibit 2** attached to the Proposed Interim Approval and Procedures Order (the “Combined Hearing Notice”). Pursuant to Bankruptcy Rules 2002 and 3017(d), the Combined Hearing Notice contains: (i) the Court’s conditional approval of the adequacy of the disclosures in the Combined Plan and Disclosure Statement; (ii) the deadline for voting on the Combined Plan and Disclosure Statement; (iii) the time, date, and place of the Combined Hearing; (iv) the deadline

and procedures for filing objections to confirmation of the Combined Plan and Disclosure Statement, including final approval of the adequacy of the disclosures contained therein (“Objections”); and (vi) directions on how to obtain copies of those documents upon request by any parties in interest. The Combined Hearing Notice also contains the Administrative Expense Bar Dates. As required by Local Rule 3017-2 (b)(iv), the Debtors certify that notice of the deadline to object to Confirmation and/or final approval of the Combined Plan and Disclosure Statement will comply with the Bankruptcy Rule 2002(b), and that the date of the Combined Hearing shall not be less than seven (7) days after such objection deadline (unless otherwise ordered by the Court).

28. The Debtors will cause the Combined Hearing Notice to be served by the Solicitation Commencement Date on the following parties: (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; and (h) any other parties that have requested notice pursuant to Bankruptcy Rule 2002. In addition, the Debtors will also post the Combined Hearing Notice on the Debtors’ Case Information Website.

29. Bankruptcy Rule 2002(b) requires that the Debtors provide notice to all creditors and parties in interest at least 28 days prior to the deadline for filing objections to confirmation of the Combined Plan and Disclosure Statement, and the hearing on the final approval of the

Combined Plan and Disclosure Statement. Local Rule 3017-1 requires that the hearing on the final approval of the Combined Plan and Disclosure Statement be at least 35 days after the Solicitation Commencement Date. Bankruptcy Rule 2002(d), in turn, requires that equity security holders be given notice of these matters in the manner and form directed by the Court. Under the Debtors' proposed timeline set forth herein, the Combined Hearing Notice will be served at least 28 days prior to the Objection Deadline, and more than 35 days prior to the Combined Hearing.

30. The Debtors submit that the foregoing procedures for providing notice of the Combined Hearing, the Objection Deadline, and related matters fully comply with Bankruptcy Rules 2002 and 3017, Local Rule 3017, and the time limits set forth therein, are consistent with sections 105(a), 1126(f) and 1126(g) of the Bankruptcy Code and Bankruptcy Rule 3017(d) with respect to parties that are not entitled to vote on the Combined Plan and Disclosure Statement, are both fair to Holders of Claims or Interests and other parties in interest, and are designed to permit an organized and efficient Combined Hearing. Accordingly, the Debtors respectfully request that the Court approve such notice procedures as appropriate under the circumstances of these Chapter 11 Cases and in compliance with the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

31. The Debtors additionally propose to publish a notice (the "Publication Notice"), substantially in the form annexed to the Proposed Interim Approval and Procedures Order as **Exhibit 5**. Bankruptcy Rule 2002(l) permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." Fed. R. Bankr. P. 2002(l). Therefore, in addition to the foregoing distribution of the Combined Hearing Notice, to the extent the Debtors, in their sole discretion, elect to publish the Publication Notice, the Debtors shall publish the Publication Notice in *The Chicago Tribune* within seven (7) business days

following the entry of the Proposed Interim Approval and Procedures Order, or as soon as practicable thereafter (the “**Publication Deadline**”). The Debtors believe that the Publication Notice will provide sufficient notice of, among other things, the entry of the Proposed Interim Approval and Procedures Order, the Voting Deadline, the Objection Deadline, the Administrative Expenses Bar Dates, and the Combined Hearing to parties who did not otherwise receive notice thereof by mail. Additionally, service of the Combined Hearing Notice and publication of the Publication Notice comports with the requirements of Bankruptcy Rule 2002 and should be approved.

32. The Debtors further request that Objection must (i) be in writing and (ii) be filed with the Court and served on the Notice Parties, so that they are received no later than **4:00 p.m. (prevailing Eastern Time) on May 20, 2025** (the “**Objection Deadline**”). Any Objections must conform to the Bankruptcy Rules, must set forth the name of the objector, the nature and amount of Claims or Interests held or asserted by the objector against the Debtors, the basis for the objection, and the specific grounds of the objection. The Debtors shall, if they deem necessary in their discretion, and any other party in interest may, file a reply to any such objections or brief in support of approval of the Combined Plan and Disclosure Statement by no later than **12:00 p.m. (prevailing Eastern Time) on May 23, 2025** (or prior to noon (ET) two (2) Business Days prior to any adjourned Combined Hearing). The Debtors believe that the proposed timing for filing and service of Objections and proposed modifications, if any, will afford the Court, the Debtors, and other parties in interest sufficient time to consider objections and proposed modifications, if any, prior to the Combined Hearing.

#### **D. Solicitation Packages**

33. As described above, the Debtors intend to distribute the Combined Plan and Disclosure Statement and solicit votes thereon prior to the Combined Hearing. Bankruptcy Rule

3017(d) sets forth the materials that must be provided to Holders of Claims and Interests for the purpose of soliciting their votes to accept or reject a chapter 11 plan. Bankruptcy Rule 3017(e) provides that “the court shall consider the procedures for transmitting the documents and information required by Bankruptcy Rule 3017(d) to beneficial holders of stock, bonds, debentures, notes, and other securities, determine the adequacy of such procedures and enter such orders as the court deems appropriate.” Additionally, Bankruptcy Rule 3017(c) provides that, before approving the disclosure statement, the Court must fix a time within which the holders of claims and interests may accept or reject a plan and may fix a date for the hearing on confirmation of a plan.

34. Bankruptcy Rule 3017(d) provides that, for the purposes of soliciting votes in connection with the confirmation of a plan, “creditors and equity security holders shall include holders of stocks, bonds, debentures, notes, and other securities of record on the date the order approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing.” Bankruptcy Rule 3017(d) also specifies the materials to be distributed to creditors and equity security holders upon approval of a disclosure statement:

Upon approval of a disclosure statement—except to the extent that the court orders otherwise with respect to one or more unimpaired classes of creditors or equity security holders—the debtor in possession, trustee, proponent of the plan, or clerk as the court orders shall mail to all creditors and equity security holders, and in a chapter 11 reorganization case shall transmit to the United States trustee,

- (1) the disclosure statement approved by the court;
- (2) the plan or a court-approved summary of the plan;
- (3) notice of the time within which acceptances and rejections of the plan may be filed; and
- (4) any other information as the court may direct, including any court order approving the disclosure

statement or a court-approved summary of the opinion.

In addition, notice of the time fixed for filing objections and the hearing on confirmation shall be mailed to all creditors and equity security holders in accordance with [Bankruptcy] Rule 2002(b), and a form of ballot conforming to the appropriate Official Form shall be mailed to creditors and equity security holders entitled to vote on the plan . . . .

Fed. R. Bankr. P. 3017(d).

35. In accordance therewith, the Debtors propose the following materials be mailed within five (5) Business Days after entry of the Proposed Interim Approval and Procedures Order (or as soon as reasonably practicable thereafter) (the “Solicitation Commencement Date”), by the Debtors’ claims and voting agent, Verita Global (the “Voting Agent” or “Verita”), to the Holders of Claims in the Voting Classes as of the Voting Record Date (each a “Solicitation Package”):

- (a) the form of ballot substantially in one of the forms attached to the Proposed Interim Approval and Procedures Order as **Exhibit 1** (the “Ballots”);<sup>4</sup>
- (b) the Combined Hearing Notice;
- (c) 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, at the Debtors’ and Voting Agent’s discretion);
- (d) either a paper copy or a copy in “pdf” format on flash drive of the Proposed Interim Approval and Procedures Order without exhibits;
- (e) a pre-paid, pre-addressed return envelope;
- (f) any other documents and materials that the Debtors deem appropriate; and
- (g) such other information as the Court may direct or approve.

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<sup>4</sup> The Ballots are substantially similar to Official Form No. 14 but has been modified to be consistent with the specific provisions of the Combined Plan and Disclosure Statement and the facts of these Chapter 11 Cases.

The Debtors submit that such materials and manner of service satisfy the requirements of Bankruptcy Rule 3017(d).

36. Pursuant to section 1126(f) of the Bankruptcy Code, Unimpaired Creditors are “conclusively presumed to have accepted the plan, and solicitation of acceptances with respect to such class . . . is not required.” 11 U.S.C. § 1126(f). Accordingly, the Debtors submit that they need not transmit Solicitation Packages to Holders of Claims in the Unimpaired Classes who are Unimpaired and deemed to have accepted the Combined Plan and Disclosure Statement.

37. Pursuant to section 1126(g) of the Bankruptcy Code, “a class is deemed not to have accepted a plan if such plan provides that the claims or interests of such class do not entitle the holders of such claims or interests to receive or retain any property under the plan on account of such claims or interests.” 11 U.S.C. § 1126(g). Therefore, the Debtors submit that they need not transmit Solicitation Packages to Holders of Claims and Interests in any Class that will not receive any distribution or retain property under the Combined Plan and Disclosure Statement and are deemed to have rejected the Combined Plan and Disclosure Statement.

38. Accordingly, the Debtors request that they not be required to transmit Solicitation Packages to Holders of Claims or Interests in the Non-Voting Classes. In lieu of Solicitation Packages, the Debtors propose to mail to Holders of Claims or Interests in the Non-Voting Classes: (i) the Combined Hearing Notice; (ii) a notice, substantially in the forms attached to the Proposed Interim Approval and Procedures Order as **Exhibit 3** (together, the “Non-Voting Notice”), setting forth: (a) the Non-Voting Classes; (b) a summary of the treatment of Claims and Interests under the Combined Plan and Disclosure Statement; (c) the date and time of the Combined Hearing; (d) the deadline and procedures for filing Objections; and (e) the Administrative Expense Bar Dates; (iii) a form of opt-in, substantially in the form attached to the

Proposed Interim Approval and Procedures Order as **Exhibit 4** (the “Opt-In Election Form”) from the Third-Party Release set forth in the Combined Plan and Disclosure Statement; and (iv) a copy of the Combined Plan and Disclosure Statement (to the Deemed Rejecting Classes only). The Non-Voting Notices will indicate that Holders of Claims in the Unimpaired Classes may obtain a copy of the Combined Plan and Disclosure Statement free of charge from the Voting Agent and contains all of the required information with respect to the Combined Hearing. The Debtors believe that the mailing of Non-Voting Notices in lieu of Solicitation Packages satisfies the requirements of Bankruptcy Rule 3017(d).

39. For purposes of serving the solicitation materials and other forms and notices described herein, the Debtors and Voting Agent seek authorization to rely on the address information (for voting and non-voting parties alike) maintained and provided by the Debtors to the Voting Agent. To that end, the Debtors request that neither they nor the Voting Agent be 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 this Motion or other mailed notice in these Chapter 11 Cases was returned as undeliverable by the postal service, unless the Voting Agent is provided with accurate addresses for such persons or entities before the Voting Record Date. The Debtors further seek the waiver of any obligation for the Debtors or Voting Agent 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 notices and forms, including Combined Hearing Notices and Opt-In Election Forms, that are returned as undeliverable unless the Debtors are provided with accurate addresses for such parties prior to the Voting Record Date.



40. The Solicitation Package will contain the Combined Plan and Disclosure Statement and the Proposed Interim Approval and Procedures Order (as-entered and without exhibits attached) in electronic format (i.e., flash drive format), as well as all other contents of the Solicitation Package, including the Ballot and the Combined Hearing Notice, which will be provided in paper format. Any party that receives the materials in electronic format but would prefer paper format may contact the Voting Agent and request paper copies of the corresponding materials previously received in electronic format (to be provided at the Debtors' expense) by: (i) writing to SC Healthcare Holding Ballot Processing Center, c/o KCC dba Verita, 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (ii) calling the Debtors' restructuring hotline at (888) 830-4662 (toll-free in the U.S. and Canada) or (310) 751-2646 (International); (iii) submitting an inquiry at <https://www.veritaglobal.net/Petersen/inquiry>; or (iv) email to [PetersenHealthInfo@veritaglobal.com](mailto:PetersenHealthInfo@veritaglobal.com). Additionally, the Debtors will provide the Solicitation Package (excluding the Ballots) to the U.S. Trustee and all parties requesting service of notice pursuant to Bankruptcy Rule 2002 as of the Voting Record Date.

**E. Establishment of Voting Record Date**

41. Bankruptcy Rule 3017 provides that the bankruptcy court may set the date on which the disclosure statement is approved or another date as the record date for determining which holders of securities are entitled to receive solicitation materials, including ballots for voting on a chapter 11 plan. *See* Fed. R. Bankr. P. 3017(d).

42. The Debtors propose that the Court establish the date of entry of the Proposed Interim Approval and Procedures Order as the record date (the "Voting Record Date") for the purposes of determining (a) which Creditors are entitled to receive a Solicitation Package and may be entitled to vote on the Combined Plan and Disclosure Statement, subject to the disallowance of such Creditors' Claims for voting purposes as set forth herein, or (b) the Holders of Claims and

Interests entitled to receive the Non-Voting Notice. Establishing such date as the Voting Record Date will provide sufficient time for the Debtors and the Voting Agent to ensure that the Solicitation Packages can be mailed by the Solicitation Commencement Date (as defined herein).

43. With respect to any transferred Claim, the Debtors propose that the transferee will be entitled to receive and cast a Ballot on account of such transferred Claim only 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..

44. For the avoidance of doubt, a Holder will 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.

#### **F. Establishment of the Voting Deadline**

45. Bankruptcy Rule 3017(c) provides that, “[o]n or before approval of the disclosure statement, the court shall fix a time within which the Holders of claims and interests may accept or reject the plan . . . .” Fed. R. Bankr. P. 3017(c). Local Rule 3017-2(b)(v)(C) requires that the voting deadline be “at least 10 days before the joint hearing”. Del. Bankr. L.R. 3017-2(b)(v)(C). The Debtors will finish the solicitation of the Combined Plan and Disclosure Statement by mailing the Ballot (and other approved solicitation materials) to the Voting Classes no later than five (5) Business Days after the entry of the Proposed Interim Approval and Procedures Order (or as soon as reasonably practicable thereafter). Based on this schedule, the Debtors propose that any Ballot or Opt-In Election Form must be properly executed, completed, and delivered by mail, overnight courier, personal delivery, or E-Ballot (as defined below) to the Voting Agent in accordance with

the instructions set forth in therein, so that the Ballot or Opt-In Election Form is actually *received* no later than **4:00 p.m. (prevailing Eastern Time) on May 16, 2025** (the “Voting Deadline”). This date will give Holders of Claims in the Voting Classes sufficient time to review the solicitation materials and vote.

46. In addition to accepting paper Ballots by mail, overnight courier, and personal delivery, the Debtors request authorization for the Voting Agent to accept Ballots from Holders of Claims in the Voting Classes by electronic Ballot (each, an “E-Ballot”) transmitted solely through a customized online balloting portal on the Debtors’ case website to be maintained by Verita (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 will be set forth on the E-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 will be deemed to be immediately legally valid and effective.

#### **G. Solicitation and Voting Procedures**

50. The Debtors respectfully request that the Court approve the Solicitation and Voting Procedures described herein in accordance with Bankruptcy Code § 1126(c) and Bankruptcy Rule 3018(a).

51. Section 1126(c) of the Bankruptcy Code provides:

A class of claims has accepted a plan if such plan has been accepted by creditors, other than any entity designated under subsection (e) of this section, that hold at least two thirds in amount and more than one half in number of the allowed claims of such class held by creditors, other than any entity designated under subsection (e) of this section, that have accepted or rejected such plan.

11 U.S.C. § 1126(c).

Further, Bankruptcy Rule 3018(a) provides that the “court after notice and hearing may temporarily allow [a] claim or interest in an amount which the court deems proper for the purpose of accepting or rejecting a plan.” Fed. R. Bankr. P. 3018(a).

52. 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 rights of the Debtors’ and their Estates in any other context), the Debtors propose that each Claim within the Voting Classes votes in an amount determined by the following 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 or Interest 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 or Disputed Interest, 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;
- (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, the Debtors propose that 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 out of 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; and
- (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
- (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 Classes 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.

53. The proposed Solicitation and Voting Procedures set forth specific criteria with respect to the general tabulation of Ballots, voting procedures applicable to Holders of Claims, and tabulation of such votes. The Debtors believe that the proposed Solicitation and Voting Procedures will facilitate the Combined Plan and Disclosure Statement confirmation process. Specifically, the Solicitation and Voting Procedures will clarify the obligations of Holders of Claims entitled to vote to accept or reject the Combined Plan and Disclosure Statement and will create a straightforward process by which the Debtors can determine whether they have satisfied numerosity and amount

requirements of section 1126(c) of the Bankruptcy Code. The Debtors believe the proposed Solicitation and Voting procedures comply with the Bankruptcy Code and the Bankruptcy Rules and are reasonable and appropriate under the circumstances of these cases. Accordingly, the Debtors submit that the Solicitation and Voting Procedures are in the best interests of the Debtors' Estates, Holders of Claims or Interests, and other parties in interest, and that good cause supports the relief requested herein.

54. Additionally, the Debtors request that the Voting Agent be authorized (to the extent not authorized by another order of the Court) to assist the Debtors in: (a) distributing the Solicitation Packages; (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Combined Plan and Disclosure Statement by Holders of Claims against the Debtors; (c) responding to inquiries from Holders of Claims or Interests and other parties-in-interest relating to the Combined Plan and Disclosure Statement, the Ballots, the Solicitation Packages, and all other documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Combined Plan and Disclosure Statement and for objecting to confirmation of the Combined Plan and Disclosure Statement; (d) soliciting votes on the Combined Plan and Disclosure Statement; and (e) if necessary, contacting creditors regarding the Combined Plan and Disclosure Statement. To assist in the solicitation process, the Debtors request that the Court grant the Voting Agent the authority to contact parties who submit incomplete or otherwise deficient Ballots to make a reasonable effort to cure such deficiencies, provided that neither the Debtors nor the Voting is 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. The Debtors request that the Court give authorization to the Debtors and/or their Voting Agent, as applicable, 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. The Solicitation and Voting Procedures and the authorization of the Voting Agent's assistance therewith comply with Bankruptcy Rule 3018(c) and should be approved.

55. To assist in the solicitation process, the Debtors request that the Court grant the Voting Agent the authority 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.

56. The Voting Agent is required to retain all paper copies of Ballots and all solicitation-related correspondence for one year following the Effective Date, whereupon, the Voting Agent is authorized to destroy and/or otherwise dispose of all paper copies of Ballots; printed solicitation materials including unused copies of the Solicitation Package; and all solicitation-related correspondence (including undeliverable mail), in each case unless otherwise directed by the Debtors or the Clerk of the Court in writing within such one year period.

57. The Voting Agent shall be permitted to inspect, monitor, and supervise the solicitation process and to inspect and tabulate the Ballots. Upon completion of balloting, the Voting Agent will certify the amount and number of allowed Claims in the Voting Classes accepting or rejecting the Combined Plan and Disclosure Statement with the assistance of the Debtors and case professionals. The Debtors will file such certification (the "Voting Tabulation Affidavit") with the Court on or before **12:00 p.m. (prevailing Eastern Time) on May 23, 2025, or noon two (2) business days before the Combined Hearing.**

58. The Debtors request that Creditors or other party seeking to have a Claim temporarily allowed for purposes of voting to accept or reject the Combined Plan and Disclosure Statement pursuant to Bankruptcy Rule 3018(a) be required to file a motion (a “Rule 3018 Motion”) for such relief no later than [●], 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 Debtors requests that the deadline to serve the Rule 3018 Motion on the Debtors’ counsel be 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 request that 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 responses to the same. The Debtors further request that the deadline to reply to any such objection or response to a Rule 3018 Motion be May 23, 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. If a Rule 3018 Motion is not consensually resolved, such Rule 3018 Motion will be adjudicated as part of the Combined Hearing. The Debtors further request that 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.

59. The Debtors respectfully submit that these Solicitation and Voting Procedures are in compliance with the Bankruptcy Rules, the Local Rules and the Bankruptcy Code, are appropriate and reasonable under the circumstances, and should be approved.

**NON-SUBSTANTIVE MODIFICATIONS**

60. The Debtors request authorization to make non-substantive changes to the Combined Plan and Disclosure Statement, Combined Hearing Notice, Solicitation Packages, Non-Voting Notices, Ballots, Publication Notice, the Solicitation and Voting Procedures, and any related documents without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Combined Plan and Disclosure Statement, and any other materials in the Solicitation Packages before distribution.

**NOTICE**

61. The Debtors will provide notice of this Motion to the following parties: (a) the U.S. Trustee; (b) counsel to the Committee; (c) the office of the attorney general for each of the states in which the Debtors operate; (d) United States Attorney's Office for the District of Delaware; (e) the Internal Revenue Service; (f) the United States Department of Justice; (g) the Prepetition Lenders; (h) counsel to the Patient Care Ombudsman; and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested in this Motion, the Debtors respectfully submit that no further notice is necessary.

62. A copy of this Motion is available on (i) the Court's website, at <https://www.deb.uscourts.gov>, and (ii) the Case Information Website.

*[Remainder of page intentionally left blank]*

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Interim Approval and Procedures Order substantially in the form attached hereto and grant such other relief as the Court deems appropriate under the circumstances.

Dated: March 25, 2025  
Wilmington, Delaware

Respectfully submitted,  
**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

/s/ Shella Borovinskaya

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Andrew L. Magaziner (No. 5426)  
Shella Borovinskaya (No. 6758)  
Carol E. Thompson (No. 6936)  
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and

**WINSTON & STRAWN LLP**

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and

Carrie V. Hardman (admitted *pro hac vice*)  
200 Park Avenue  
New York, New York 10166  
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Email: chardman@winston.com

*Counsel for the Debtors and Debtors in  
Possession*

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

**In re**

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

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

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

**Hearing Date: April 15, 2025 at 10:00 a.m. (ET)**

**Objection Deadline: April 8, 2025 at 4:00 p.m. (ET)**

**NOTICE OF MOTION**

**PLEASE TAKE NOTICE** that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of an Order (I) Approving the Combined Plan and Disclosure Statement on an Interim Basis for Solicitation Purposes Only; (II) Establishing the Deadline for Administrative Expense 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* (the “Motion”) with the United States Bankruptcy Court for the District of Delaware (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that any objections to the Motion must be filed on or before **April 8, 2025 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

**PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE MOTION WILL BE HELD ON APRIL 15, 2025 AT 10:00 A.M. (ET) BEFORE THE HONORABLE THOMAS M. HORAN, UNITED STATES BANKRUPTCY COURT JUDGE FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 3RD FLOOR, COURTROOM NO. 7, WILMINGTON, DELAWARE 19801.**

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

**PLEASE TAKE FURTHER NOTICE THAT, IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER NOTICE OR A HEARING.**

Dated: March 25, 2025  
Wilmington, Delaware

Respectfully submitted,

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

/s/ Shella Borovinskaya

Andrew L. Magaziner (No. 5426)  
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and

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and

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Facsimile: (212) 294-4700  
Email: chardman@winston.com

*Counsel for the Debtors and Debtors in  
Possession*

**Exhibit A**

**Proposed Interim Approval and Procedures Order**

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

**In re:**

**SC HEALTHCARE HOLDING, LLC *et al.*,  
  
Debtors.<sup>1</sup>**

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

Ref. Docket No. \_\_\_\_\_

**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**

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Upon the motion (the “Motion”)<sup>2</sup> 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

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

<sup>2</sup> 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 28, 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, 77 West Wacker Drive, Suite 3100, Chicago, IL 60601, 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 20, 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 23, 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):

- (a) Any request for payment of 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 filed with the Court and served on the Debtors no later than thirty (30) days after the date on which this Order is entered (the “Initial Administrative Expense Bar Date”);
- (b) Any requests for payment of Administrative Expense Claims against the Debtors that arise, accrue, or otherwise become 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 filed with the Court and served on the Debtors 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 **five (5) 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-paid, 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.

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.

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, 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 23, 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. 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 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 or Interest 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 or Disputed Interest, 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;
- (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, the Debtors propose that 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; and
- (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
- (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 23, 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 23, 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, or **[●], 2025**, 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.

**Exhibit 1**

**Ballots**



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re

SC HEALTHCARE HOLDING, LLC *et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

**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,

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

the “Combined Plan and Disclosure Statement”).<sup>2</sup> 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 [•], 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](http://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](mailto: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:<sup>3</sup>



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](mailto: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>

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

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

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, 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 Parties 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 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, (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, 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 [•], 2025, the undersigned was a Holder of a Class 1 Prepetition Lender Claim in the principal amount set forth below:<sup>4</sup>

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**

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<sup>4</sup> 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.

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Name of Holder

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Telephone Number

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Signature

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Email Address

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If by Authorized Agent, Name and Title

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Name of Institution

---

Date Completed

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Street Address

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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.<sup>1</sup>

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. [•]] (as it may be amended, supplemented, or modified from time to time pursuant to the terms thereof,

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

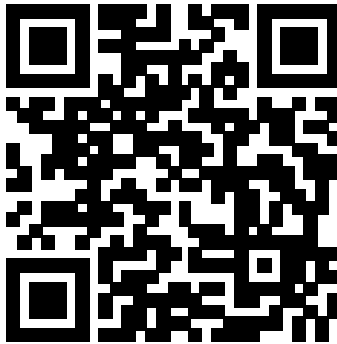


the “Combined Plan and Disclosure Statement”).<sup>2</sup> Before you complete this Ballot or submit an E-Ballot, you should review the Combined Plan and Disclosure Statement.

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 [•], 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](http://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](mailto: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:<sup>3</sup>



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](mailto:PetersenHealthInfo@veritaglobal.com) or via telephone at (888) 830-4662 (toll-free in the U.S. and Canada) or (310) 751-2646 (International).

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

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

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](mailto: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 Parties 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 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, (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, 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 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 [●], 2025, the undersigned was a Holder of a Class 4 General Unsecured Claim in the principal amount set forth below:<sup>4</sup>

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**

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<sup>4</sup> 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 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.

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Name of Holder

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Telephone Number

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Signature

---

Email Address

---

If by Authorized Agent, Name and Title

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Name of Institution

---

Date Completed

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Street Address

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City, State, Zip Code

**Exhibit 2**

**Combined Hearing Notice**

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

**In re  
SC HEALTHCARE HOLDING, LLC *et al.*,  
Debtors.<sup>1</sup>**

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

**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 [●], 2025, the Court entered an order (the “Interim Approval and Procedures Order”),<sup>2</sup> 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 supplemented from

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

<sup>2</sup> 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.

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](mailto: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](mailto: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](mailto: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**

Requests for payment of Administrative Expense Claims (other than Professional Fee Claims) against the Debtors that arose, accrued, or otherwise became due and payable at any time before the date on which the Interim Approval and Procedures Order was entered (the “Initial Administrative Expense Period”) must be filed with the Bankruptcy Court and served on the Debtors no later than [\_\_\_\_] (*i.e.*, thirty (30) days after the date on which the Interim Approval and Procedures Order was entered) (the “Initial Administrative Expense Bar Date”). Requests for payment of Administrative Expense Claims (other than Professional Fee Claims) against the Debtors that arose, accrued, or otherwise became due and payable at any time after the date on which the Interim Approval and Procedures 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 filed with the Bankruptcy Court and served on the Debtors no later than [\_\_\_\_] (*i.e.*, 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 28, 2025, at \_ : 0 \_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 Parties<sup>3</sup> so as to be received no later than **4:00 p.m. (prevailing Eastern Time) on May 20, 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, 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**

<sup>3</sup> 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, 77 West Wacker Drive, Suite 3100, Chicago, IL 60601, 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).

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 Parties 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 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, (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, 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: [●], 2025  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

/s/ \_\_\_\_\_  
Andrew L. Magaziner (No. 5426)  
Shella Borovinskaya (No. 6758)  
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and

**WINSTON & STRAWN LLP**

Daniel J. McGuire (admitted pro hac vice)  
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and

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Email: chardman@winston.com

*Counsel for the Debtors and Debtors in  
Possession*

**Exhibit 3**

**Non-Voting Notice**



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

**In re**

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

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

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

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

On [•], 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”),<sup>2</sup> 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

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

<sup>2</sup> 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.

INTERESTS) ARE IMPAIRED AND ARE NOT ENTITLED TO ANY RECOVERY UNDER THE COMBINED PLAN AND DISCLOSURE STATEMENT. CLASSES 5 AND 6 ARE 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](mailto: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.** Requests for payment of Administrative Expense Claims (other than Professional Fee Claims) against the Debtors that arose, accrued, or otherwise became due and payable at any time on or before [\_\_\_\_] (*i.e.*, the date on which the Interim Approval and Procedures Order was entered) (the “Initial Administrative Expense Period”) must be filed with the Bankruptcy Court and served on the Debtors no later than [\_\_\_\_] (*i.e.*, thirty (30) days after the date on which the Interim Approval and Procedures Order was entered) (the “Initial Administrative Expense Bar Date”). Requests for payment of Administrative Expense Claims (other than Professional Fee Claims) against the Debtors that arise, accrue, or otherwise become due and payable at any time after the date on which the Interim Approval and Procedures 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 filed with the Bankruptcy Court and served on the Debtors 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 28, 2025 at \_\_:00 .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 20, 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, 77 West Wacker Drive, Suite 3100, Chicago, IL 60601, 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 20, 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: [●], 2025  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

/s/ \_\_\_\_\_  
Andrew L. Magaziner (No. 5426)  
Sheila Borovinskaya (No. 6758)  
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and

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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**

**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. \_\_\_] (as amended, supplemented or otherwise modified from time to time, according to its terms, the “Combined Plan and Disclosure Statement”)<sup>1</sup> 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 PREPAID, 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-**

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<sup>1</sup> 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 Parties 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 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, (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, 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**

**Publication Notice**



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

**In re**

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

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

Chapter 11

Case No. 24-10443 (TMH)

Jointly Administered

**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”).<sup>2</sup> 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](http://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](mailto:PetersenHealthInfo@veritaglobal.com), or (iii) submitting an inquiry at <https://www.veritaglobal.net/Petersen/inquiry>.

**Administrative Expense Bar Dates.** Requests for payment of Administrative Expense Claims (other than Professional Fee Claims) against the Debtors that arose, accrued, or otherwise became due and payable at any time on or before [\_\_\_\_] (*i.e.*, the date on which the Interim Approval and Procedures Order was entered) (the “Initial Administrative Expense Period”) must be filed with the Bankruptcy Court and served on the Debtors no later than [\_\_\_\_] (*i.e.*, thirty (30) days after the date on which the Interim Approval and Procedures Order was entered) (the “Initial

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

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

Administrative Expense Bar Date”). Requests for payment of Administrative Expense Claims (other than Professional Fee Claims) against the Debtors that arise, accrue, or otherwise become due and payable at any time after the date on which the Interim Approval and Procedures 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 filed with the Bankruptcy Court and served on the Debtors 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 [●], 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 28, 2025 at \_ : \_0 .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 Parties<sup>3</sup> so as to be received no later than **4:00 p.m. (prevailing Eastern Time) on May 20, 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.**

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<sup>3</sup> 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, 77 West Wacker Drive, Suite 3100, Chicago, IL 60601, 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).