

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 April 21, 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

<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.



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

Copies of this notice, the Combined Plan and Disclosure Statement, the Solicitation and Voting Procedures, and all other documents filed in the Chapter 11 Cases may be obtained and reviewed without charge on the Case Information Website, upon request to the Voting Agent: (i) online at <https://www.veritaglobal.net/Petersen/inquiry>, (ii) by email at [PetersenHealthInfo@veritaglobal.com](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**

Any Proof of Claim for an Administrative Expense Claim (other than Professional Fee Claims and Claims under Section 503(b)(9) of the Bankruptcy Code) against the Debtors that arose, accrued, or otherwise became due and payable at any time on or before the date on which this Order is entered (the “Initial Administrative Expense Period”) must be sent: (a) if by overnight mail, courier service, hand delivery, regular mail, or in person mail, to KCC dba Verita 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 9024, or (b) if electronically, through the online Proof of Claim Form available at <https://veritaglobal.net/petersen>, so that it is received no later than May 21, 2025, *i.e.*, thirty (30) days after the date on which the Interim Approval and Procedures Order is entered (the “Initial Administrative Expense Bar Date”). Any Proof of Claim for an Administrative Expense Claim (other than Professional Fee Claims and Claims under Section 503(b)(9) of the Bankruptcy Code) against the Debtors that arises, accrues, or otherwise becomes due and payable at any time *after* the date on which 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 sent: (a) if by overnight mail, courier service, hand delivery, regular mail, or in person mail, to KCC dba Verita 222 N. Pacific Coast Highway, Suite 300, El Segundo, CA 9024, or (b) if electronically, through the online Proof of Claim Form available at <https://veritaglobal.net/petersen>, so that it is received no later than thirty (30) days after the Effective Date (the “Secondary Administrative Expense Bar Date,” and collectively with the Initial Administrative Bar Date, the “Administrative Expense Bar Dates”). Holders of Administrative Expense Claims that arose, accrued, or otherwise became due during the Administrative Expense Periods that do not file requests for the allowance and payment thereof on or before the applicable Administrative Expense Bar Date shall forever be barred from asserting such Administrative Expense Claims against the Debtors. Unless the Debtors or any other party in interest objects to an Administrative Expense Claim, such Administrative Expense Claim shall be deemed Allowed in the amount requested. In the event that the Debtors or any other party in interest objects to an Administrative Expense Claim, and the Administrative Expense Claim is not otherwise resolved, the Bankruptcy Court shall determine the Allowed amount of such Administrative Expense Claim.

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

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

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

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

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

**Objections to Confirmation.** Objections to confirmation of the Combined Plan and Disclosure Statement, including any objection to the adequacy of the disclosures, if any, must: (i) be in writing, in English, and in text-searchable format; (ii) comply with the Bankruptcy Code, Bankruptcy Rules, and Local Rules, and the Interim Approval and Procedures Order; (iii) state the name and address of the objecting party and the nature of the Claim or Interest of such party; (iv) state with particularity the basis and nature of such objection; and (v) be filed with the Court and served on the Notice Parties<sup>3</sup> so as to be received no later than **4:00 p.m. (prevailing Eastern Time) on May 23, 2025**. Unless an objection is timely served and filed as prescribed herein, it may not be considered by the Court.

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

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

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

**Article XI.A. Releases**

**1. Releases by the Debtors**

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

<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, 360 North Green St, Suite 1300, Chicago, IL 60607, Attn: Nancy A. Peterman (peterman@gtlaw.com) and Danny Duerdoth (duerdothd@gtlaw.com), and 1000 Louisiana Street, Suite 6700, Houston, TX 77002, Attn: Shari L. Heyen (shari.heyen@gtlaw.com), and 222 Delaware Avenue, Suite 1600, Wilmington, DE 19801, Attn: Anthony W. Clark (anthony.clark@gtlaw.com) and Dennis A. Meloro (dennis.meloro@gtlaw.com).

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

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

## 2. Mutual Releases by the Released Parties

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

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

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

### **3. Releases by Third-Party Releasing Parties**

As of the Effective Date, to the maximum extent permitted by applicable law, for good and valuable consideration, the adequacy of which is hereby confirmed, the Third-Party Releasing Parties shall be deemed to forever release, waive, and discharge each of the Third-Party Released Parties<sup>4</sup> 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,

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

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

**Article XI.B. Exculpation and Limitation of Liability**

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

**Article XI.C. Injunction**

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

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

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

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

As defined in the Combined Plan and Disclosure Statement:

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

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



**“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 two Independent Board Members appointed after the Petition Date.**

**“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.**

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Dated: April 21, 2025  
Wilmington, Delaware

**YOUNG CONAWAY STARGATT &  
TAYLOR, LLP**

/s/ Shella Borovinskaya

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