

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

In re:

HCR MANORCARE, INC.,

Debtor.¹

Chapter 11

Case No. 18-10467 (KG)

AFFIDAVIT OF SERVICE OF SOLICITATION MATERIALS

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Jane Sullivan, being duly sworn, deposes and says, under the penalty of perjury:

1. I am Executive Vice President at Epiq Bankruptcy Solutions, LLC (“Epiq”), located at 777 Third Avenue, New York, New York 10017. I am authorized to submit this affidavit on Epiq’s behalf. I am over the age of eighteen years and am not a party to the above-captioned action. Unless otherwise stated, I have personal knowledge of the facts set forth herein.

2. Epiq conducted service of the following materials:

a. A CD-ROM (the “Disclosure Statement CD-ROM”) with PDF copies of the following:

i. Disclosure Statement for the First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc., dated May 18, 2018, [Docket No. 197] including Exhibits A – E,

- Exhibit A: First Amended Plan
- Exhibit B: Alternative Restructuring Support Agreement
- Exhibit C: Original Restructuring Support Agreement
- Exhibit D: HCR Financial Projections
- Exhibit E: 4H Global Financial Projections

¹ The last four digits of the Debtor’s federal tax identification number are 9231. The Debtor’s mailing address is 333 N. Summit St., Toledo, OH 43604.

- ii. Order (I) Authorizing the Debtor to Enter Into the Alternative Plan Sponsor Agreement, Alternative Restructuring Support Agreement and Amendment to Original Plan Sponsor Agreement, (II) Approving the Disclosure Statement for the Amended Plan, (III) Scheduling the Confirmation Hearing for the Amended Plan, (IV) Establishing the Deadline for Objections to the Amended Plan and Related Procedures and (V) Approving the Form and Manner of Notice [Docket No. 195], excluding exhibits;
- b. Notice of (I) Approval of Amended Disclosure Statement, (II) Hearing to Consider Confirmation of the Amended Plan, (III) Deadline for Objections to the Amended Plan, and (IV) Summary of the Amended Plan of Reorganization, [Docket No. 200] (the “Confirmation Hearing Notice”) a copy of which is attached hereto as Exhibit 1;
- c. Class 4 Ballot QCP Claims Ballot for Voting to Accept or Reject the First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc. (the “Class 4 Ballot”) a copy of which is attached hereto as Exhibit 2;
- d. Class 8A Preferred Interests Ballot for Voting to Accept or Reject the First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc. (the “Class 8A Ballot”) a copy of which is attached hereto as Exhibit 3;
- e. Class 8B Common Interests Ballot for Voting to Accept or Reject the First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc. (the “Class 8B Ballot”) a copy of which is attached hereto as Exhibit 4;
- f. Notice of (I) Approval of Amended Disclosure Statement, (II) Non-Voting Status, (III) Hearing to Consider Confirmation of the Amended Plan, (IV) Deadline for Objections to the Amended Plan, and (V) Summary of the Amended Plan of Reorganization (the “Non-Voting Status Notice”) a copy of which is attached hereto as Exhibit 5;
- g. Pre-addressed, postage paid return envelope (a “Return Envelope”), a sample of which is not attached hereto.

3. On May 22, 2018, true and correct copies of the above documents were

served by first class mail as follows:

- a. the Disclosure Statement CD-ROM, Confirmation Hearing Notice, Class 4 Ballot, and a Return Envelope were served on the holders of the Class 4 QCP Claims listed on Exhibit 6 hereto;
- b. the Disclosure Statement CD-ROM, Confirmation Hearing Notice, Class 8A Ballot, and a Return Envelope were served on the holder of the Class 8A Preferred Interests listed on Exhibit 7 hereto;
- c. the Disclosure Statement CD-ROM, Confirmation Hearing Notice, Class 8B Ballot, and a Return Envelope were served on the holder of the Class 8B Common Interests listed on Exhibit 8 hereto;
- d. the Disclosure Statement CD-ROM and the Non-Voting Status Notice were served on the parties listed on Exhibit 9 and Exhibit 10 hereto.

[Rest of page intentionally left blank.]

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.



Jane Sullivan
Executive Vice President
Epiq Bankruptcy Solutions, LLC

SUBSCRIBED AND SWORN TO BEFORE ME

this 1st day of June 2018.


Notary Public

JOHN CHAU
Notary Public, State of New York
Reg. No. 01CH6353383
Qualified in Queens County
Commission Expires Jan. 23, 2021

Exhibit 1

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

In re:

HCR MANORCARE, INC.,¹

Debtor.

Chapter 11

Case No. 18-10467 (KG)

AS FURTHER DESCRIBED HEREIN, PLEASE BE ADVISED THAT, IF CONFIRMED, THE AMENDED PLAN PROVIDES THAT ALL EQUITY INTERESTS IN HCR MANORCARE, INC. (INCLUDING ANY SUCH ISSUED AND OUTSTANDING COMMON STOCK, PREFERRED STOCK, LIMITED LIABILITY COMPANY INTEREST, PARTNERSHIP INTEREST, OR ANY OTHER INSTRUMENT EVIDENCING AN OWNERSHIP INTEREST IN THE DEBTOR PRIOR TO THE EFFECTIVE DATE) SHALL: (A) IF THE ORIGINAL TRANSACTION CLOSES, BE CANCELED ON THE EFFECTIVE DATE AND HOLDERS THEREOF SHALL RECEIVE NO RECOVERY; OR (B) IF THE ALTERNATIVE TRANSACTION CLOSES, RECEIVE A PORTION OF THE TOTAL EQUITY CONTRIBUTION ALLOCATED IN ACCORDANCE WITH THE AMENDED PLAN.

AS FURTHER DESCRIBED HEREIN, PLEASE BE ADVISED THAT VOTING TO ACCEPT THE AMENDED PLAN IS AN ELECTION TO GRANT THE RELEASE CONTAINED IN ARTICLE IX OF THE AMENDED PLAN. PLEASE BE ADVISED THAT ARTICLE IX OF THE AMENDED PLAN CONTAINS CERTAIN DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, INCLUDING THOSE SET FORTH BELOW, AND SECTION 3.5 OF THE ALTERNATIVE PLAN SPONSOR AGREEMENT AND SECTION 3.4 OF THE ORIGINAL PLAN SPONSOR AGREEMENT CONTAIN CERTAIN NON-DEBTOR SUBSIDIARY RELEASES. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE AMENDED PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE IX OF THE AMENDED PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED.

**NOTICE OF (I) APPROVAL OF AMENDED DISCLOSURE STATEMENT,
(II) HEARING TO CONSIDER CONFIRMATION OF THE AMENDED PLAN,
(III) DEADLINE FOR OBJECTIONS TO THE AMENDED PLAN, AND
(IV) SUMMARY OF THE AMENDED PLAN OF REORGANIZATION**

¹ The last four digits of the Debtor's federal tax identification number are 9231. The Debtor's mailing address is 333 N. Summit St., Toledo, OH 43604.

NOTICE IS HEREBY GIVEN as follows:

The Effective Date of the Original Plan Has Not Occurred

By order dated April 13, 2018, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered a combined order [Docket No. 127] (the “Original Confirmation Order”) approving the *Disclosure Statement for the Prepackaged Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 6] (the “Disclosure Statement”) and confirming the *Modified Prepackaged Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 114] (the “Original Plan”). Pursuant to the Original Plan and related documents, the Effective Date of the Original Plan was anticipated to occur within two to five months after entry of the Original Confirmation Order, once all necessary governmental approvals had been obtained.

The Debtor Is Seeking to Implement the Alternative Transaction through Confirmation of the Amended Plan

After entry of the Original Confirmation Order, but prior to the Effective Date and substantial consummation of the Original Plan, Welltower Inc. (“Welltower”) and ProMedica Health System, Inc. (“ProMedica Parent”) entered into definitive agreements to acquire, respectively, the capital stock of Quality Care Properties, Inc. (“QCP”) and the equity of the Debtor. On April 25, 2018, Welltower entered into an Agreement and Plan of Merger (the “Merger Agreement”) with a subsidiary of Welltower, Potomac Acquisition LLC (“Potomac”), QCP, and certain subsidiaries of QCP, pursuant to which the parties agreed that, subject to the terms and conditions set forth in the Merger Agreement, Welltower would acquire all of the outstanding capital stock of QCP in an all-cash merger. Pursuant to the Merger Agreement, Welltower will acquire QCP through a series of mergers, with Potomac surviving as a wholly owned subsidiary of Welltower (the “Mergers”). Each of Welltower’s and QCP’s obligations to consummate the Mergers is subject to a number of customary closing conditions, as well as a condition requiring the successful completion of ProMedica Parent’s acquisition of the Debtor (the “HCR Acquisition”). The proposed HCR Acquisition, in turn, contemplates that a newly created subsidiary of ProMedica Parent, Suburban HealthCo, Inc. (or its designee(s)), will acquire 100% of the equity of the Reorganized Debtor in exchange for the ProMedica Plan Contribution. In connection with the Mergers and the HCR Acquisition, Welltower formed a joint venture, Meerkat I LLC, with ProMedica Parent that will own substantially all of the real property assets relating to the Company’s business and will lease those assets to a non-debtor subsidiary of the Debtor, HCR III Healthcare, LLC. The closing of the Mergers and the HCR Acquisition—collectively, the proposed “Alternative Transaction”—are anticipated to occur in the third quarter of 2018, assuming all of the various approvals and conditions to closing have been met.

To facilitate and implement the Alternative Transaction, the Debtor has proposed the *First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 196] (as may be further amended, supplemented, or modified from time to time, the “Amended Plan”),² which

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Amended Plan or the Amended Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Amended Plan and the Amended Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Amended Plan or documents referred therein. To the extent there is a discrepancy between the terms set forth herein and the terms of the Amended Plan or the Amended Disclosure

provides for alternative treatment for certain Classes of Claims against and Interests in the Debtor if the Alternative Transaction closes. If the Alternative Transaction does not close, the Amended Plan provides that the Classes of Claims against and Interests in the Debtor will receive the same treatment as provided in the Original Plan.

The Bankruptcy Court Has Approved the Amended Disclosure Statement

By order dated May 18, 2018, [Docket No. 195] (the “Amended Disclosure Statement Order”), the Bankruptcy Court approved the *Disclosure Statement for the First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 197] (as may be further amended, supplemented, or modified from time to time, the “Amended Disclosure Statement”), pursuant to sections 1125 and 1127 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), with respect to the Amended Plan and the Debtor’s procedures for seeking acceptance of the modification to the Original Plan and confirmation of the Amended Plan.

Voting Deadline and Voting Record Date

Pursuant to the Amended Disclosure Statement Order, the Bankruptcy Court established **June 15, 2018 at 4:00 p.m. (prevailing Eastern Time)** as the deadline by which Ballots accepting or rejecting the Amended Plan must be received (the “Voting Deadline”). To be counted, Ballots must be **actually received** by the Debtor’s solicitation agent, Epiq Bankruptcy Solutions, LLC (the “Solicitation Agent”), via hardcopy or the “E-Ballot” online balloting portal located on the Debtor’s case website on or before the Voting Deadline.

Only the Holders of Claims in Class 4 (QCP Claims) and Holders of Interests in Class 8A (Preferred Interests) and Class 8B (Common Interests) (collectively, the “Voting Classes”) shall be entitled to vote to accept or reject the Amended Plan. In accordance with the terms of the Amended Plan and section 1126(f) and (g) of the Bankruptcy Code, no Holder of a Claim against or Interest in the Debtor in Class 1 (Other Priority Claims), Class 2 (Secured Claims), Class 3 (Credit Facility), Class 5 (General Unsecured Claims), Class 6 (Severance Claims) or Class 7 (Section 510(b) Claims) is entitled to vote on the Amended Plan because all such Claims or Interests are either (i) Unimpaired by the Amended Plan and presumed to accept the Amended Plan or (ii) Impaired by the Amended Plan and will receive no distribution under the Amended Plan and therefore deemed to reject the Amended Plan.

Holders of Claims or Interests in the Voting Classes as of **May 21, 2018** (the “Voting Record Date”) are entitled to vote to accept or reject the Amended Plan and have received with this Notice a Ballot and voting instructions. Holders of Claims or Interests in the Voting Classes should carefully read the Amended Disclosure Statement and the Amended Plan and all documents attendant thereto. For a Ballot to be counted, it must be properly completed, executed and delivered to the Solicitation Agent by (i) first class mail, overnight courier, or personal delivery to the address indicated on the instructions accompanying the Ballot, or (ii) the “E-Ballot” online balloting portal of the Debtor’s case administration website, at <http://dm.epiq11.com/hcr> so as to be **actually received** by the Solicitation Agent by the Voting Deadline. Any failure to follow the

Statement, the Amended Plan or the Amended Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Amended Plan, please refer to the Amended Disclosure Statement.

voting instructions included with the Ballot may disqualify your Ballot and your vote. **Ballots cast by facsimile will not be counted.**

Hearing on Modification to the Original Plan and Confirmation of the Amended Plan

On **June 21, 2018, at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing to consider approval of the modification to the Plan and confirmation of the Amended Plan (the “Confirmation Hearing”) will be held before the Honorable Kevin Gross, United States Bankruptcy Judge, 6th Floor, in Courtroom No. 3 of the United States Bankruptcy Court, 824 North Market Street, Wilmington, Delaware 19801. The Confirmation Hearing may be adjourned from time to time. If the Confirmation Hearing is adjourned, such adjournment will be announced in open court and/or the Debtor will file a notice on the docket reflecting the same. The Amended Plan may be amended, supplemented, or modified from time to time, if necessary, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and other applicable law, before, during, or as a result of the Confirmation Hearing without further notice to creditors and other parties in interest.

Deadline for Objections to Acceptance of Modification to the Original Plan and Confirmation of the Amended Plan

The deadline for filing and serving written objections (each, an “Amended Plan Objection”) to approval of the modification to the Original Plan and confirmation of the Amended Plan (including any supporting memoranda) shall be **June 15, 2018 at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”).

Any Amended Plan Objections—including any Amended Plan Objections related to the assumption or rejection of any Executory Contract of the Debtor pursuant to the Amended Plan (see below regarding the treatment of Executory Contracts under the Amended Plan)—must: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware; and (iii) state, with particularity, the legal and factual basis for the objection, and, if practicable, a proposed modification to the Amended Plan (or related materials) that would resolve such Amended Plan Objection. **The Debtor believes no cure obligations are due in connection with the Executory Contracts to be assumed by the Amended Plan, and any contract counterparty proposing otherwise must file an Amended Plan Objection by the Objection Deadline or be forever barred from asserting such cure obligation.**

Amended Plan Objections must be filed with the Bankruptcy Court and served upon the following parties (collectively, the “Notice Parties”) no later than the Objection Deadline: (i) the Debtor, 333 N. Summit St., Toledo, Ohio 43604, Attn: Richard A. Parr II; (ii) co-counsel for the Debtor, Sidley Austin LLP, One South Dearborn Street, Chicago, Illinois, Attn: Larry J. Nyhan (lnyhan@sidley.com) and Dennis M. Twomey (dtwomey@sidley.com); (iii) co-counsel for the Debtor, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton (emorton@ycst.com) and Justin H. Rucki (jrucki@ycst.com); (iv) counsel to QCP, Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, NY 10019, Attn: Scott K. Charles (SKCharles@wlrk.com) and Neil M. Snyder (NMSnyder@wlrk.com); (v) counsel to Welltower, (1) Gibson, Dunn & Crutcher LLP, 200 Park

Avenue, New York, NY 10166, Attn: Michael A. Rosenthal (mrosenthal@gibsondunn.com) and Matthew K. Kelsey (mkelsey@gibsondunn.com), and (2) Potter Anderson & Corroon LLP, 1313 North Market Street, Sixth Floor, Wilmington, DE 19801, Attn: Jeremy W. Ryan (jryan@potteranderson.com), R. Stephen McNeill (rmcneill@potteranderson.com), and D. Ryan Slauch (rslauch@potteranderson.com); (vi) counsel to ProMedica, (1) Shumaker, Loop & Kendrick, LLP, 1000 Jackson Street, Toledo, OH 43604, Attn: James I. Rothschild (jrothschild@slk-law.com), Jay B. Verona (jverona@slk-law.com), and David J. Coyle (dcoyle@slk-law.com), and (2) Gellert Scali Busenkell & Brown, LLC, 1201 North Orange Street, Suite 300, Wilmington, DE 19801, Attn: Michael Busenkell (mbusenkell@gsbblaw.com); (vii) counsel to the administrative agent under the Company's prepetition credit facility, (1) Akin Gump Strauss Hauer & Feld LLP, Bank of America Tower, One Bryant Park, New York, NY 10036, Attn: Philip C. Dublin (pdublin@akingump.com) and Alexis Freeman (afreeman@akingump.com), and (2) Blank Rome LLP, 1201 North Market Street, Wilmington, DE 19801, Attn: Stanley Tarr (starr@blankrome.com); (viii) counsel to The Carlyle Group, Latham & Watkins LLP, 555 Eleventh Street, NW, Suite 1000, Washington, D.C. 20004-1304, Attn: Daniel T. Lennon (daniel.lennon@lw.com), Roger G. Schwartz (roger.schwartz@lw.com) and J. Cory Tull (cory.tull@lw.com); (ix) the Office of the United States Trustee for the District of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda J. Casey, Esq. (linda.casey@usdoj.gov); and (x) those parties who have filed a notice of appearance in this chapter 11 case.

UNLESS AN AMENDED PLAN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

Summary of Amended Plan Treatment and Expected Recoveries

The following chart summarizes the treatment provided by the Amended Plan to each class of Claims and Interests in the Debtor, and indicates the voting status of each class.³

Class	Claim or Interest	Status	Voting Rights	Treatment of Allowed Claims/Interests	Plan Recovery
1	Other Priority Claims	Unimpaired	Deemed to Accept	Paid in full in Cash / Reinstated	100%
2	Secured Claims	Unimpaired	Deemed to Accept	Paid in full in Cash / Reinstated / Collateral Returned	100%
3	Credit Facility Claims	Unimpaired	Deemed to Accept	If Alternative Transaction closes: Paid in full in Cash If Alternative Transaction does not close: Reinstated	100%

³ The differences in impairment, voting rights, and treatment between the Original Plan and the Amended Plan are highlighted in bold text.

Class	Claim or Interest	Status	Voting Rights	Treatment of Allowed Claims/Interests	Plan Recovery
4	QCP Claims	Impaired	Entitled to Vote	If Alternative Transaction closes: Partially paid in Cash; balance waived and released If Alternative Transaction does not close: Receives 100% of the New Common Stock of Reorganized Debtor	< 100%
5	General Unsecured Claims	Unimpaired	Deemed to Accept	Paid in full in Cash / Any other manner of treatment that renders Allowed General Unsecured Claims Unimpaired, including Reinstatement	100%
6	Severance Claims	Unimpaired	Deemed to Accept	Paid in full in Cash	100%
7	Section 510(b) Claims	Impaired	Deemed to Reject	If Alternative Transaction closes: Any manner of treatment that renders Allowed Section 510(b) Claims Unimpaired, including Reinstatement If Alternative Transaction does not close: Discharged and extinguished	100%* or 0%**
8A	Preferred Interests	Impaired	Entitled to Vote	If Alternative Transaction closes: Pro rata share of Preferred Equity Distribution If Alternative Transaction does not close: Cancelled and extinguished	100%* or 0%**
8B	Common Interests	Impaired	Entitled to Vote	If Alternative Transaction closes: Pro rata share of Common Equity Distribution If Alternative Transaction does not close: Cancelled and extinguished	>0%* or 0%**

* Plan Recovery if the Alternative Transaction closes.

** Plan Recovery if the Original Transaction closes.

Information and Materials

Copies of the Amended Disclosure Statement, the Amended Disclosure Statement Order and the Amended Plan may be obtained upon request of the Debtor's proposed counsel at the address specified below and are on file with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, where they are available for review between the hours of 8:00 a.m. to 4:00 p.m. (prevailing Eastern Time). The Amended Disclosure Statement, the Amended Disclosure Statement Order and the Amended Plan, may also be viewed and printed free of charge on the Debtor's case website at <http://dm.epiq11.com/HCR> or at the Bankruptcy

Court's website <http://www.deb.uscourts.gov> by following the directions for accessing the ECF system.

Discharge, Injunctions, Exculpation, and Release

Please be advised that Article IX of the Amended Plan contains certain discharge, release, exculpation, and injunction provisions as follows:⁴

A. Relevant Definitions

“Exculpated Fiduciaries” means each of the following solely in their capacity as such: (a) the Debtor; (b) the Reorganized Debtor; and (c) with respect to each of the foregoing parties, such Entities' directors, officers, and professionals.

“Exculpated Parties” means, collectively, the Exculpated Fiduciaries and the Section 1125(e) Parties.

“Released Parties” means each of the following solely in its capacity as such: (a) the Debtor; (b) the Reorganized Debtor; (c) Carlyle; (d) the Credit Facility Agent; (e) the Credit Facility Lenders; (f) the Plan Sponsor under the Alternative Plan Sponsor Agreement, (g) the Plan Sponsor under the Original Plan Sponsor Agreement, (h) Welltower; and (i) with respect to each of the foregoing parties under (a) through (h), such Entities' Related Persons; **provided**, if the Closing of the Alternative Transaction does not occur, neither the Plan Sponsor under the Alternative Plan Sponsor Agreement, nor Welltower, or any Related Person to such Entities, shall constitute Released Parties.

B. Discharge of Claims and Termination of Interests

Except as otherwise provided in the Amended Plan or in the Confirmation Order including with respect to any Claims that are Reinstated under the Amended Plan, all consideration distributed under the Amended Plan shall be in exchange for all Claims and Interests of any nature whatsoever, whether known or unknown, against the Debtor or its Estate, assets, properties or interest in property, and shall constitute a complete satisfaction and settlement of all Claims and Interests other than Reinstated Claims, in each case regardless of whether any property shall have been distributed or retained pursuant to the Amended Plan on account of such Claims and Interests. On the Effective Date, except for Reinstated Claims, the Debtor shall be deemed discharged and released under section 1141(d)(1)(A) of the Bankruptcy Code from any and all Claims and Interests, including, but not limited to, demands and liabilities that arose before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, Section 510(b) Claims, General Unsecured Claims, and Interests in the Debtor.

⁴ The Amended Plan provisions referenced herein are for summary purposes only and do not include all provisions of the Amended Plan that may affect your rights.

C. Discharge Injunction

As of the Effective Date, except as otherwise expressly provided in the Amended Plan or the Confirmation Order, all Entities (other than holders of Reinstated Claims solely in their capacities as such) shall be precluded from asserting against the Debtor or the Reorganized Debtor and their respective assets and property or the Estate, any other or further Claims (other than those Reinstated under the Amended Plan) or Interests, or any other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities of any nature whatsoever, relating to the Debtor or Reorganized Debtor or any of their respective assets and property or the Estate, based upon any act, omission, transaction or other activity of any nature that occurred prior to the Effective Date. In accordance with the foregoing, except as expressly provided in the Amended Plan or the Confirmation Order, the Confirmation Order shall constitute a judicial determination, as of the Effective Date, of the discharge of all non-Reinstated Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities, pursuant to sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void and extinguish any judgment obtained against the Debtor, the Reorganized Debtor, or its respective assets, property and Estate at any time, to the extent such judgment is related to a discharged Claim, debt, liability or Interest. Except as otherwise specifically provided in the Amended Plan or the Confirmation Order, all Persons or Entities who have held, hold or may hold Claims or Interests that arose prior to the Effective Date and all other parties-in-interest, along with their respective present or former employees, agents, officers, directors, principals, representatives and Affiliates, are permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including a Section 510(b) Claim) against or Interest in the Reorganized Debtor or property of the Reorganized Debtor, other than to enforce any right to a distribution pursuant to the Amended Plan, (ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Reorganized Debtor or property of the Reorganized Debtor, other than to enforce any right to a distribution pursuant to the Amended Plan, (iii) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Reorganized Debtor or against the property or interests in property of the Reorganized Debtor, other than to enforce any right to a distribution pursuant to the Amended Plan or (iv) asserting any right of setoff or subrogation of any kind against any obligation due from the Reorganized Debtor or against the property or interests in property of the Reorganized Debtor, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Reorganized Debtor and their respective properties and interest in properties. For the avoidance of doubt, the provisions of Section 9.2.2 of the Amended Plan shall not apply with respect to Claims that are Reinstated under the Amended Plan, including, without limitation, the Credit Facility Claims (if the Closing of the Alternative transaction does not occur) and the Intercompany Note Claim, as applicable.

D. Releases by the Debtor

Except as otherwise expressly provided in the Amended Plan or the Confirmation Order, on the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, each of the Debtor and Reorganized Debtor on its own

behalf and as a representative of its respective Estate, shall, and shall be deemed to, completely and forever release, waive, void, extinguish and discharge unconditionally, each and all of the Released Parties of and from any and all Claims and Causes of Action (including, without limitation, Avoidance Actions), any and all other obligations, suits, judgments, damages, debts, rights, remedies, causes of action and liabilities of any nature whatsoever, whether liquidated or unliquidated, fixed or contingent, direct or derivative, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are or may be based in whole or part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtor, the Reorganized Debtor, their respective assets and property, and the Estate, the Chapter 11 Case, the Amended Plan, the Plan Supplement or the Amended Disclosure Statement that may be asserted by or on behalf of the Debtor, the Reorganized Debtor or the Estate against any of the Released Parties; provided, however, that nothing in Section 9.3 of the Amended Plan shall be construed to release any party from fraud, willful misconduct or gross negligence as determined by a Final Order.

E. Releases by Certain Holders of Claims

Except as otherwise expressly provided in the Amended Plan or the Confirmation Order, on the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, each Holder of a Claim or an Interest that votes to accept the Amended Plan shall be deemed to have completely and forever released, waived, and discharged unconditionally each of the Released Parties of and from any and all Claims, any and all other obligations, suits, judgments, damages, debts, rights, remedies, causes of action and liabilities of any nature whatsoever (including, without limitation, those arising under the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, direct or derivative, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are or may be based in whole or part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtor, the Reorganized Debtor or their respective assets and property, and the Estate, the Chapter 11 Case, the Amended Plan, the Plan Supplement, and/or the Amended Disclosure Statement; provided, however, that nothing in Section 9.4 of the Amended Plan shall be construed to release (x) any party from fraud, willful misconduct or gross negligence as determined by a Final Order, (y) any Reinstated Claim including, without limitation, the Credit Facility Claims (if the Closing of the Alternative Transaction does not occur) and the Intercompany Note Claims, as applicable or (z) any obligations under the Plan Sponsor Agreement or the Merger Agreement.

F. Exculpation

From and after the Effective Date, the Exculpated Fiduciaries and, solely to the extent provided by section 1125(e) of the Bankruptcy Code, the Section 1125(e) Parties, shall neither have nor incur any liability to, or be subject to any right of action by, any Holder of a Claim or an Interest, or any other party in interest, or any of their respective employees, representatives, financial advisors, attorneys, or agents acting in such capacity, or Affiliates,

or any of their successors or assigns, for any act or omission in connection with, relating to, or arising out of, the Chapter 11 Case, formulating, negotiating or implementing the Amended Plan and/or previous iterations hereof, the Plan Supplement, the Amended Disclosure Statement and/or previous iterations thereof, the Alternative Plan Sponsor Agreement, the Amendment to Original Plan Sponsor Agreement, the Original Plan Sponsor Agreement, the Restructuring Support Agreement, the Alternative Master Lease or the Original Master Lease (as applicable), the solicitation of acceptances of the Amended Plan and/or previous iterations hereof, the pursuit of Confirmation of the Amended Plan, the Confirmation of the Amended Plan, the consummation of the Amended Plan, the administration of the Amended Plan, the property to be distributed under the Amended Plan, the consummation of the transactions contemplated by the Alternative Plan Sponsor Agreement, the Original Plan Sponsor Agreement, or any other act taken or omitted to be taken in connection with or in contemplation of the Chapter 11 Case or implementation of the Amended Plan; provided, however, that Section 9.5 of the Amended Plan shall not apply to release (x) obligations under the Amended Plan, and obligations under the Alternative Plan Sponsor Agreement, the Amendment to Original Plan Sponsor Agreement, the Original Plan Sponsor Agreement, the Restructuring Support Agreement, the Alternative Master Lease or the Original Master Lease (as applicable), the Merger Agreement and the contracts, instruments, releases, agreements, and documents delivered, Reinstated or assumed under the Amended Plan (including, without limitation, the Credit Facility (if the Closing of the Alternative Transaction does not occur) and the Intercompany Note, as applicable), and (y) any Claims or Causes of Action arising out of fraud, willful misconduct or gross negligence as determined by a Final Order.

Any of the Exculpated Parties shall be entitled to rely, in all respects, upon the reasonable and informed advice of counsel with respect to their duties and responsibilities under the Amended Plan.

G. Injunctions Related to Exculpation and Releases

(a) Except as expressly provided in the Amended Plan or the Confirmation Order, as of the Effective Date, all Persons and Entities that hold, have held, or may hold a Claim or any other obligation, suit, judgment, damages, debt, right, remedy, Cause of Action or liability of any nature whatsoever, of the types described in Section 9.5 of the Amended Plan and relating to the Debtor, the Reorganized Debtor or any of their respective assets and property and/or the Estate, are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Exculpated Party or its property on account of such released liabilities, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any

manner, directly or indirectly, any amount against any liability or obligation that is discharged under Section 9.2 of the Amended Plan; and/or (v) commencing or continuing in any manner any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Amended Plan or the Confirmation Order.

(b) Except as expressly provided in the Amended Plan or the Confirmation Order, as of the Effective Date, all Persons and Entities that hold, have held, or may hold a Claim or any other obligation, suit, judgment, damages, debt, right, remedy, Cause of Action or liability of any nature whatsoever, of the types described in Section 9.4 of the Amended Plan and relating to the Debtor, the Reorganized Debtor or any of their respective assets and property and/or the Estate, the Chapter 11 Case, the Amended Plan, the Plan Supplement and/or the Disclosure Statement are, and shall be, permanently, forever and completely stayed, restrained, prohibited, barred and enjoined from taking any of the following actions against any Released Party or its property on account of such released liabilities, whether directly or indirectly, derivatively or otherwise, on account of or based on the subject matter of such discharged Claims or other obligations, suits, judgments, damages, debts, rights, remedies, causes of action or liabilities: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding (including, without limitation, any judicial, arbitral, administrative or other proceeding) in any forum; (ii) enforcing, attaching (including, without limitation, any prejudgment attachment), collecting, or in any way seeking to recover any judgment, award, decree, or other order; (iii) creating, perfecting or in any way enforcing in any matter, directly or indirectly, any Lien; (iv) setting off, seeking reimbursement or contributions from, or subrogation against, or otherwise recouping in any manner, directly or indirectly, any amount against any liability or obligation that is discharged under Section 9.2 of the Amended Plan; and/or (v) commencing or continuing in any manner any judicial, arbitration or administrative proceeding in any forum, that does not comply with or is inconsistent with the provisions of the Amended Plan or the Confirmation Order.

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Dated: May 21, 2018
Wilmington, Delaware

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-and-

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Edmon L. Morton

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ATTORNEYS FOR THE DEBTOR AND DEBTOR IN
POSSESSION

Exhibit 2

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

In re:

HCR MANORCARE, INC.,

Debtor.¹

Chapter 11

Case No. 18-10467 (KG)

**CLASS 4 QCP CLAIMS BALLOT FOR VOTING TO ACCEPT
OR REJECT THE FIRST AMENDED CHAPTER 11 PLAN
OF REORGANIZATION FOR HCR MANORCARE, INC.**

**IMPORTANT
NOTE:**

PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT AND READ THE *DISCLOSURE STATEMENT FOR THE FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR HCR MANORCARE, INC.* [DOCKET NO. 197] (AS MAY BE FURTHER AMENDED, SUPPLEMENTED, OR MODIFIED FROM TIME TO TIME, THE “AMENDED DISCLOSURE STATEMENT”) AND THE *FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR HCR MANORCARE, INC.* [DOCKET NO. 196] (AS MAY BE FURTHER AMENDED, SUPPLEMENTED, OR MODIFIED FROM TIME TO TIME, THE “AMENDED PLAN”) ² INCLUDED WITH THIS BALLOT, BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE TO ACCEPT OR REJECT THE AMENDED PLAN, WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES COMPREHENSIVE RESTRUCTURING TRANSACTIONS, EACH AS MORE FULLY DESCRIBED IN THE AMENDED DISCLOSURE STATEMENT AND THE AMENDED PLAN, UPON THE EMERGENCE OF THE DEBTOR FROM BANKRUPTCY.

DEADLINE:

YOU MUST COMPLETE, EXECUTE, AND DELIVER THIS BALLOT SO THAT IT IS ACTUALLY RECEIVED BY EPIQ BANKRUPTCY SOLUTIONS, LLC (THE “SOLICITATION AGENT”) PRIOR TO 4:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2018 (THE “VOTING DEADLINE”).

¹ The last four digits of the Debtor’s federal tax identification number are 9231. The Debtor’s mailing address is 333 N. Summit St., Toledo, OH 43604.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Amended Plan (as defined below); the Amended Plan governs in the event of any inconsistencies.

QUESTIONS: If you have any questions regarding this Ballot, the enclosed voting instructions, the procedures for voting, or need to obtain additional solicitation materials, please contact the Solicitation Agent by: (i) calling at 1-646-282-2500, (ii) emailing tabulation@epiqglobal.com and referencing “HCR ManorCare” in the subject line, or (iii) writing to HCR ManorCare, Inc. Ballot Processing, c/o Epiq Bankruptcy Solutions, LLC, 10300 SW Allen Blvd., Beaverton, OR 97005.

CLASS 4 NOTICE: You have received this Ballot because you are the Holder of a Class 4 QCP Claim as of May 21, 2018 (the “Voting Record Date”) and, as such Holder, you have the right to execute this Ballot and vote to accept or reject the Amended Plan.

This Ballot may not be used for any purpose other than for submitting a vote with respect to the Amended Plan and making certain certifications with respect to the Amended Plan (as described below and in the Amended Disclosure Statement and the Amended Plan). If you believe you have received this Ballot in error, please contact the Solicitation Agent immediately.

You should read the Amended Disclosure Statement and the Amended Plan before you vote. You may wish to seek legal advice concerning the proposals related to the Amended Plan.

RESTRUCTURING TRANSACTION BACKGROUND: HCR ManorCare, Inc. (the “Debtor”) is soliciting votes to accept or reject the Amended Plan from the Holders of Claims in Class 4 (QCP Claims) and Holders of Interests in Class 8A (Preferred Interests) and Class 8B (Common Interests), as set forth in the Amended Disclosure Statement. The United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) has approved the Amended Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on May 18, 2018 (the “Amended Disclosure Statement Order”). Bankruptcy Court approval of the Amended Disclosure Statement does not indicate approval of the Amended Plan by the Bankruptcy Court.

Your rights are described in the Amended Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Amended Plan, the Amended Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) the Solicitation Agent at no charge at <http://dm.epiq11.com/HCR> or (b) for a fee at the Court’s website at

<http://www.deb.uscourts.gov> by following the directions for accessing the ECF system.

**TREATMENT OF
YOUR CLASS 4
QCP CLAIMS:**

If the Amended Plan is consummated, then, subject to the terms and conditions set forth therein, you will receive the following treatment:

- (i) If the Closing of the Alternative Transaction occurs, on the Effective Date, (x) the Agreed Deferred Rent Obligation shall be paid, in full, in Cash, and (y) the balance of the QCP Claims, including any such QCP Claims that are Administrative Expense Claims, shall be waived and released.
- (ii) If the Closing of the Alternative Transaction does not occur, the Holders of the QCP Claims (or the designee(s) of QCP) shall receive, on the Effective Date, in full and final satisfaction, release, and discharge of, and in exchange for, their QCP Claims, 100% of the New Common Stock of Reorganized Debtor.

For additional discussion of your treatment and rights under the Amended Plan, please read the Amended Disclosure Statement and the Amended Plan.

VOTING—COMPLETE THIS SECTION

**ITEM 1:
AMOUNT OF
CLASS 4 QCP
CLAIM**

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of a Class 4 QCP Claim in the following unpaid amount:

Amount of Claim: \$445,796,590

**ITEM 2:
VOTE TO
ACCEPT OR
REJECT THE
AMENDED PLAN**

You may vote to accept or reject the Amended Plan. You must check one of the boxes below in order to have your vote counted.

The Holder of the Class 4 QCP Claim set forth in Item 1 above votes to *(please check one box below)*:

- ACCEPT (VOTE FOR) THE AMENDED PLAN**
- REJECT (VOTE AGAINST) THE AMENDED PLAN**

Please note that you are voting your entire Class 4 QCP Claim either to accept or reject the Amended Plan. You may not split your vote. If you do not indicate that you either accept or reject the Amended Plan by checking the applicable box above, your Ballot with respect to this Item 2 will not be counted. If you indicate that you both accept and reject the Amended Plan by checking both boxes above, your Ballot with respect to this Item 2 will not be counted. You will be deemed to have voted the full amount of your Class 4 QCP Claim against the Debtor to accept or reject the Amended Plan, even if a different amount is indicated.

**ITEM 3:
INFORMATION
REGARDING
RELEASES BY
CERTAIN
HOLDERS OF
CLAIMS**

Section 9.4 of the Amended Plan contains the following provision:

Except as otherwise expressly provided in the Amended Plan or the Confirmation Order, on the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, each Holder of a Claim or an Interest that votes to accept the Plan shall be deemed to have completely and forever released, waived, and discharged unconditionally each of the Released Parties of and from any and all Claims, any and all other obligations, suits, judgments, damages, debts, rights, remedies, causes of action and liabilities of any nature whatsoever (including, without limitation, those arising under the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, direct or derivative, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are or may be based in whole or part on any act, omission, transaction, event or

other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtor, the Reorganized Debtor or their respective assets and property, and the Estate, the Chapter 11 Case, the Amended Plan, the Plan Supplement, and/or the Amended Disclosure Statement; provided, however, that nothing in Section 9.4 of the Amended Plan shall be construed to release (x) any party from fraud, willful misconduct or gross negligence as determined by a Final Order, (y) any Reinstated Claim including, without limitation, the Credit Facility Claims (if the Closing of the Alternative Transaction does not occur) and the Intercompany Note Claims, as applicable or (z) any obligations under the Plan Sponsor Agreement or the Merger Agreement.

* * *

If you vote to accept the Amended Plan, you will be deemed to consent to the Releases by Certain Holders of Claims.

ITEM 4:
CERTIFICATIONS

By signing and returning this Ballot, the undersigned certifies to the Debtor and the Bankruptcy Court that:

1. the undersigned is (a) the Holder of the Class 4 QCP Claim being voted, or (b) the authorized signatory for an entity that is the Holder of such Claim;
2. the undersigned has received a copy of the Solicitation Package, including the Amended Disclosure Statement and the Amended Plan, and acknowledges that the undersigned's vote as set forth on this Ballot is subject to the terms and conditions set forth therein;
3. the undersigned has not relied on any statement made or other information received from any person with respect to the Amended Plan other than the information contained in the Solicitation Package or other publicly available materials;
4. the undersigned has cast the same vote with respect to all of its Class 4 QCP Claim in connection with the Amended Plan;
5. no other Ballot with respect to the Class 4 QCP Claim identified in Item 1 has been cast or, if any other Ballot has been cast with respect to such Claim, then any such earlier Ballot is hereby revoked;
6. the undersigned, if it votes in favor of the Amended Plan, will be deemed to have consented to the Releases by Certain Holders of Claims in Section 9.4 of the Amended Plan; and

7. the undersigned is an “Accredited Investor”³ as such term is defined in Rule 501(a) of the Securities Act of 1933, 15 U.S.C. §§ 77a-77aa.

ITEM 5:

BALLOT COMPLETION INFORMATION—COMPLETE THIS SECTION

Name of Claim Holder: _____

Signature: _____

Authorized Signatory
Name (if other than the
Holder): _____

Notice Address for
Holder: _____

Notice Phone Number
for Holder: _____

Notice Email Address
for Holder: _____

Date Completed: _____

Check this box if we should replace the preprinted address with the address you have listed above.

Please complete, sign, and date this ballot and return it promptly via first class mail, overnight courier, or hand delivery to:

**HCR ManorCare, Inc. Ballot Processing
c/o Epiq Bankruptcy Solutions, LLC
10300 SW Allen Blvd.
Beaverton, OR 97005**

³ The definition of “Accredited Investor” is attached hereto as **Exhibit A**.

Alternatively, Ballots may be returned by electronic, online submission **solely** by clicking on the “E-Ballot” section on the Debtor’s case website (<http://dm.epiq11.com/hcr>) and following the instructions set forth on the website to submit your Ballot.

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

Unique E-Ballot ID#: _____

The Solicitation Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Unless the Bankruptcy Court orders otherwise, Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted, except in the Debtor’s discretion.

Each E-Ballot ID# is to be used solely for voting only those Claims set forth in Item 1 of your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Solicitation Agent’s online portal should NOT also submit a paper Ballot.

THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT PRIOR TO THE VOTING DEADLINE.

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INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtor is soliciting the votes of Holders of Claims and Interests with respect to the Amended Plan. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Amended Plan, a copy of which accompanies the Ballot. **Please read the Amended Plan and Amended Disclosure Statement carefully before completing this Ballot.**
2. The Amended Plan can be confirmed by the Court and thereby made binding upon Holders if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Allowed Claims in at least one class of Claims that votes on the Amended Plan and at least two-thirds in amount of the Allowed Interests in each class of Interests that votes on the Amended Plan, and if the Amended Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Amended Disclosure Statement for more information.
3. To vote on the Amended Plan, you **MUST**: (a) fully complete this Ballot; (b) clearly indicate your decision to accept or reject the Amended Plan in Item 2 of this Ballot; and (c) sign, date, and return this Ballot. **Unless the Bankruptcy Court orders otherwise, Ballots submitted by facsimile or other electronic means (other than via the online balloting portal) shall not be accepted and shall not be counted for voting or tabulation purposes, except in the Debtor's discretion.**
4. **Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Amended Plan in the box provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot in the enclosed preaddressed envelope or via first class mail, overnight courier, or hand delivery to HCR ManorCare, Inc. Ballot Processing, c/o Epiq Bankruptcy Solutions, LLC, 10300 SW Allen Blvd, Beaverton, OR 97005 in accordance with paragraph 9 below.
5. **Use of Online Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions of the Debtor's case administration website at <http://dm.epiq11.com/hcr> (click on the "E-Ballot" section). You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission, in accordance with paragraph 9 below.
6. You must vote your entire Claim within Class 4 against the Debtor either to accept or reject the Amended Plan, and may not split your vote. Accordingly, Ballots with respect to multiple Claims or Interests within a single Class against the Debtor that partially rejects and partially accepts the Amended Plan will not be counted. Each Holder of a Claim or Interest shall be deemed to have voted the full amount of its Claim or Interest against the Debtor to accept or reject the Amended Plan against the Debtor, even if a different amount is indicated. Further, if a Holder has multiple Claims within Class 4, the Debtor has directed the Solicitation Agent to aggregate the Claims of any particular Holder within Class 4 for the purpose of counting votes.

7. Unless the Bankruptcy Court orders otherwise, except in the Debtor's discretion, only Ballots that are timely received with appropriate signature(s) will be counted. Unsigned, improperly signed, non-original and/or untimely Ballots will not be counted; provided, however, that Ballots cast via the online balloting portal will be deemed to contain an original signature.
8. Unless the Bankruptcy Court orders otherwise, Ballots submitted that are incomplete, illegible, indicate unclear or inconsistent votes with respect to the Amended Plan or are improperly signed and returned will NOT be counted unless the Debtor otherwise determines in its discretion.
9. To vote on the Amended Plan, you MUST deliver your completed Ballot to the Solicitation Agent so as to be ACTUALLY RECEIVED by the Solicitation Agent on or before the Voting Deadline, which is **4:00 p.m. (prevailing Eastern Time) on June 15, 2018**. You should allow sufficient time to assure timely delivery.
10. Unless the Bankruptcy Court orders otherwise, Ballots received by the Solicitation Agent after the Voting Deadline will NOT be counted with respect to acceptance or rejection of the Amended Plan, unless the Debtor otherwise determines in its discretion. No Ballot may be withdrawn or modified after the Voting Deadline without the Debtor's prior consent.
11. If you deliver multiple Ballots to the Solicitation Agent voting the same Claim(s) or Interest(s), ONLY THE LAST valid Ballot received prior to the Voting Deadline will be deemed to reflect your intent and will supersede and revoke any prior Ballot(s).
12. If you simultaneously cast inconsistent Ballots with respect to the same Claim or Interest, such Ballots will not be counted.
13. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim or an Interest.
14. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Amended Plan that are other than as set forth, or are inconsistent with the information contained in, the Amended Disclosure Statement, the documents attached to or incorporated in the Amended Disclosure Statement, and the Amended Plan.
15. SIGN AND DATE your Ballot.⁴ In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot.
16. Each Ballot votes only Claims indicated on that Ballot. Accordingly, complete and return each Ballot you receive.

⁴ If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtor, the Debtor's counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

PLEASE DELIVER YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THE ENCLOSED VOTING INSTRUCTIONS, THE PROCEDURES FOR VOTING, OR NEED TO OBTAIN ADDITIONAL COPIES OF THE SOLICITATION PACKAGE, PLEASE CONTACT THE SOLICITATION AGENT AT 1-646-282-2500 OR VIA EMAIL AT TABULATION@EPIQGLOBAL.COM AND REFERENCE “HCR MANORCARE” IN THE SUBJECT LINE.

Exhibit A**“Accredited Investor”**

Rule 501(a) under Regulation D of the Securities Act of 1933, in relevant part, states that an “accredited investor” shall mean any person who comes within any of the below listed categories, or who the issuer reasonably believes comes within any of the below listed categories, at the time of the sale of the securities to that person.

- (1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that Act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- (2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
- (3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;
- (4) Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;
- (5) Any natural person whose individual net worth, or joint net worth with that person’s spouse, exceeds \$1,000,000, subject to the calculation of such net worth as set forth in such Rule;
- (6) Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;
- (7) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in § 230.506(b)(2)(ii); and
- (8) Any entity in which all of the equity owners are accredited investors.

Exhibit 3

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

In re:

HCR MANORCARE, INC.,

Debtor.¹

Chapter 11

Case No. 18-10467 (KG)

**CLASS 8A PREFERRED INTERESTS BALLOT FOR VOTING
TO ACCEPT OR REJECT THE FIRST AMENDED CHAPTER 11
PLAN OF REORGANIZATION FOR HCR MANORCARE, INC.**

**IMPORTANT
NOTE:**

PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT AND READ THE *DISCLOSURE STATEMENT FOR THE FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR HCR MANORCARE, INC.* [DOCKET NO. 197] (AS MAY BE FURTHER AMENDED, SUPPLEMENTED, OR MODIFIED FROM TIME TO TIME, THE “AMENDED DISCLOSURE STATEMENT”) AND THE *FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR HCR MANORCARE, INC.* [DOCKET NO. 196] (AS MAY BE FURTHER AMENDED, SUPPLEMENTED, OR MODIFIED FROM TIME TO TIME, THE “AMENDED PLAN”) ² INCLUDED WITH THIS BALLOT, BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE TO ACCEPT OR REJECT THE AMENDED PLAN, WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES COMPREHENSIVE RESTRUCTURING TRANSACTIONS, EACH AS MORE FULLY DESCRIBED IN THE AMENDED DISCLOSURE STATEMENT AND THE AMENDED PLAN, UPON THE EMERGENCE OF THE DEBTOR FROM BANKRUPTCY.

DEADLINE:

YOU MUST COMPLETE, EXECUTE, AND DELIVER THIS BALLOT SO THAT IT IS ACTUALLY RECEIVED BY EPIQ BANKRUPTCY SOLUTIONS, LLC (THE “SOLICITATION AGENT”) PRIOR TO 4:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2018 (THE “VOTING DEADLINE”).

¹ The last four digits of the Debtor’s federal tax identification number are 9231. The Debtor’s mailing address is 333 N. Summit St., Toledo, OH 43604.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Amended Plan (as defined below); the Amended Plan governs in the event of any inconsistencies.

QUESTIONS: If you have any questions regarding this Ballot, the enclosed voting instructions, the procedures for voting, or need to obtain additional solicitation materials, please contact the Solicitation Agent by: (i) calling at 1-646-282-2500, (ii) emailing tabulation@epiqglobal.com and referencing “HCR ManorCare” in the subject line, or (iii) writing to HCR ManorCare, Inc. Ballot Processing, c/o Epiq Bankruptcy Solutions, LLC, 10300 SW Allen Blvd., Beaverton, OR 97005.

CLASS 8A NOTICE: You have received this Ballot because you are the Holder of a Class 8A Preferred Interest(s) as of May 21, 2018 (the “Voting Record Date”) and, as such Holder, you have the right to execute this Ballot and vote to accept or reject the Amended Plan.

This Ballot may not be used for any purpose other than for submitting a vote with respect to the Amended Plan and making certain certifications with respect to the Amended Plan (as described below and in the Amended Disclosure Statement and the Amended Plan). If you believe you have received this Ballot in error, please contact the Solicitation Agent immediately.

You should read the Amended Disclosure Statement and the Amended Plan before you vote. You may wish to seek legal advice concerning the proposals related to the Amended Plan.

RESTRUCTURING TRANSACTION BACKGROUND: HCR ManorCare, Inc. (the “Debtor”) is soliciting votes to accept or reject the Amended Plan from the Holders Claims in Class 4 (QCP Claims) and Holders of Interests in Class 8A (Preferred Interests) and Class 8B (Common Interests), as set forth in the Amended Disclosure Statement. The United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) has approved the Amended Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on May 18, 2018 (the “Amended Disclosure Statement Order”). Bankruptcy Court approval of the Amended Disclosure Statement does not indicate approval of the Amended Plan by the Bankruptcy Court.

Your rights are described in the Amended Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Amended Plan, the Amended Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) the Solicitation Agent at no charge at <http://dm.epiq11.com/HCR> or (b) for a fee at the Court’s website at

<http://www.deb.uscourts.gov> by following the directions for accessing the ECF system.

**TREATMENT OF
YOUR CLASS 8A
PREFERRED
INTERESTS:**

If the Amended Plan is consummated, then, subject to the terms and conditions set forth therein, you will receive the following treatment:

- (i) If the Closing of the Alternative Transaction occurs, on the Effective Date or as soon thereafter as reasonably practicable, each Holder of an Allowed Preferred Interest shall receive its pro rata share of the Preferred Equity Distribution.
- (ii) If the Closing of the Alternative Transaction does not occur, on the Effective Date, all Preferred Interests in the Debtor shall be cancelled, annulled, and extinguished and the Holders of such Preferred Interests shall not receive or retain any property under the Amended Plan on account of such Preferred Interests nor receive any distributions or property under the Amended Plan on account of such Preferred Interests.

For additional discussion of your treatment and rights under the Amended Plan, please read the Amended Disclosure Statement and the Amended Plan.

VOTING—COMPLETE THIS SECTION

**ITEM 1:
AMOUNT OF
CLASS 8A
PREFERRED
INTERESTS**

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of a Class 8A Preferred Interest or Interests in the following number of shares:

Number of Shares: 2,000.0000

**ITEM 2:
VOTE TO
ACCEPT OR
REJECT THE
AMENDED PLAN**

You may vote to accept or reject the Amended Plan. You must check one of the boxes below in order to have your vote counted.

The Holder of the Class 8A Preferred Interests set forth in Item 1 above votes to *(please check one box below)*:

<input type="checkbox"/> <u>ACCEPT (VOTE FOR) THE AMENDED PLAN</u>
<input type="checkbox"/> <u>REJECT (VOTE AGAINST) THE AMENDED PLAN</u>

Please note that you are voting the entirety of your Class 8A Preferred Interest(s) either to accept or reject the Amended Plan. You may not split your vote. If you do not indicate that you either accept or reject the Amended Plan by checking the applicable box above, your Ballot with respect to this Item 2 will not be counted. If you indicate that you both accept and reject the Amended Plan by checking both boxes above, your Ballot with respect to this Item 2 will not be counted. You will be deemed to have voted the full amount of your Class 8A Preferred Interest(s) in the Debtor to accept or reject the Amended Plan, even if a different amount is indicated.

**ITEM 3:
INFORMATION
REGARDING
RELEASES BY
CERTAIN
HOLDERS OF
CLAIMS**

Section 9.4 of the Amended Plan contains the following provision:

Except as otherwise expressly provided in the Amended Plan or the Confirmation Order, on the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, each Holder of a Claim or an Interest that votes to accept the Plan shall be deemed to have completely and forever released, waived, and discharged unconditionally each of the Released Parties of and from any and all Claims, any and all other obligations, suits, judgments, damages, debts, rights, remedies, causes of action and liabilities of any nature whatsoever (including, without limitation, those arising under the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, direct or derivative, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are or may be

based in whole or part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtor, the Reorganized Debtor or their respective assets and property, and the Estate, the Chapter 11 Case, the Amended Plan, the Plan Supplement, and/or the Amended Disclosure Statement; provided, however, that nothing in Section 9.4 of the Amended Plan shall be construed to release (x) any party from fraud, willful misconduct or gross negligence as determined by a Final Order, (y) any Reinstated Claim including, without limitation, the Credit Facility Claims (if the Closing of the Alternative Transaction does not occur) and the Intercompany Note Claims, as applicable or (z) any obligations under the Plan Sponsor Agreement or the Merger Agreement.

* * *

If you vote to accept the Amended Plan, you will be deemed to consent to the Releases by Certain Holders of Claims.

**ITEM 4:
CERTIFICATIONS**

By signing and returning this Ballot, the undersigned certifies to the Debtor and the Bankruptcy Court that:

1. the undersigned is (a) the Holder of the Class 8A Preferred Interest(s) being voted, or (b) the authorized signatory for an entity that is the Holder of such Interest(s);
2. the undersigned has received a copy of the Solicitation Package, including the Amended Disclosure Statement and the Amended Plan, and acknowledges that the undersigned's vote as set forth on this Ballot is subject to the terms and conditions set forth therein;
3. the undersigned has not relied on any statement made or other information received from any person with respect to the Amended Plan other than the information contained in the Solicitation Package or other publicly available materials;
4. the undersigned has cast the same vote with respect to all of its Class 8A Preferred Interest(s) in connection with the Amended Plan;
5. no other Ballot with respect to the Class 8A Preferred Interest(s) identified in Item 1 has been cast or, if any other Ballot has been cast with respect to such Claim, then any such earlier Ballot is hereby revoked; and

- 6. the undersigned, if it votes in favor of the Amended Plan, will be deemed to have consented to the Releases by Certain Holders of Claims in Section 9.4 of the Amended Plan.

ITEM 5:
BALLOT COMPLETION INFORMATION—COMPLETE THIS SECTION

Name of Interest Holder: _____

Signature: _____

Authorized Signatory Name (if other than the Holder): _____

Notice Address for Holder: _____

Notice Phone Number for Holder: _____

Notice Email Address for Holder: _____

Date Completed: _____

Check this box if we should replace the preprinted address with the address you have listed above.

Please complete, sign, and date this ballot and return it promptly via first class mail, overnight courier, or hand delivery to:

**HCR ManorCare, Inc. Ballot Processing
 c/o Epiq Bankruptcy Solutions, LLC
 10300 SW Allen Blvd.
 Beaverton, OR 97005**

Alternatively, Ballots may be returned by electronic, online submission **solely** by clicking on the “E-Ballot” section on the Debtor’s case website (<http://dm.epiq11.com/hcr>) and following the instructions set forth on the website to submit your Ballot.

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

Unique E-Ballot ID#: _____

The Solicitation Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Unless the Bankruptcy Court orders otherwise, Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted, except in the Debtor’s discretion.

Each E-Ballot ID# is to be used solely for voting only those Claims set forth in Item 1 of your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Solicitation Agent’s online portal should NOT also submit a paper Ballot.

THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT PRIOR TO THE VOTING DEADLINE.

[Remainder of Page Intentionally Left Blank]

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtor is soliciting the votes of Holders of Claims and Interests with respect to the Amended Plan. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Amended Plan, a copy of which accompanies the Ballot. **Please read the Amended Plan and Amended Disclosure Statement carefully before completing this Ballot.**
2. The Amended Plan can be confirmed by the Court and thereby made binding upon Holders if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Allowed Claims in at least one class of Claims that votes on the Amended Plan and at least two-thirds in amount of the Allowed Interests in each class of Interests that votes on the Amended Plan, and if the Amended Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Amended Disclosure Statement for more information.
3. To vote on the Amended Plan, you **MUST**: (a) fully complete this Ballot; (b) clearly indicate your decision to accept or reject the Amended Plan in Item 2 of this Ballot; and (c) sign, date, and return this Ballot. **Unless the Bankruptcy Court orders otherwise, Ballots submitted by facsimile or other electronic means (other than via the online balloting portal) shall not be accepted and shall not be counted for voting or tabulation purposes, except in the Debtor's discretion.**
4. **Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Amended Plan in the box provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot in the enclosed preaddressed envelope or via first class mail, overnight courier, or hand delivery to HCR ManorCare, Inc. Ballot Processing, c/o Epiq Bankruptcy Solutions, LLC, 10300 SW Allen Blvd, Beaverton, OR 97005 in accordance with paragraph 9 below.
5. **Use of Online Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions of the Debtor's case administration website at <http://dm.epiq11.com/hcr> (click on the "E-Ballot" section). You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission, in accordance with paragraph 9 below.
6. You must vote your entire Interest in the Debtor within Class 8A either to accept or reject the Amended Plan, and may not split your vote. Accordingly, Ballots with respect to multiple Claims or Interests within a single Class against the Debtor that partially rejects and partially accepts the Amended Plan will not be counted. Each Holder of a Claim or Interest shall be deemed to have voted the full amount of its Claim or Interest against the Debtor to accept or reject the Amended Plan against the Debtor, even if a different amount is indicated. Further, if a Holder has multiple Interests within Class 8A, the Debtor has directed the Solicitation Agent to aggregate the Interests of any particular Interest Holder within Class 8A for the purpose of counting votes.

7. Unless the Bankruptcy Court orders otherwise, except in the Debtor's discretion, only Ballots that are timely received with appropriate signature(s) will be counted. Unsigned, improperly signed, non-original and/or untimely Ballots will not be counted; provided, however, that Ballots cast via the online balloting portal will be deemed to contain an original signature.
8. Unless the Bankruptcy Court orders otherwise, Ballots submitted that are incomplete, illegible, indicate unclear or inconsistent votes with respect to the Amended Plan or are improperly signed and returned will NOT be counted unless the Debtor otherwise determines in its discretion.
9. To vote on the Amended Plan, you MUST deliver your completed Ballot to the Solicitation Agent so as to be ACTUALLY RECEIVED by the Solicitation Agent on or before the Voting Deadline, which is **4:00 p.m. (prevailing Eastern Time) on June 15, 2018**. You should allow sufficient time to assure timely delivery.
10. Unless the Bankruptcy Court orders otherwise, Ballots received by the Solicitation Agent after the Voting Deadline will NOT be counted with respect to acceptance or rejection of the Amended Plan, unless the Debtor otherwise determines in its discretion. No Ballot may be withdrawn or modified after the Voting Deadline without the Debtor's prior consent.
11. If you deliver multiple Ballots to the Solicitation Agent voting the same Claim(s) or Interest(s), ONLY THE LAST valid Ballot received prior to the Voting Deadline will be deemed to reflect your intent and will supersede and revoke any prior Ballot(s).
12. If you simultaneously cast inconsistent Ballots with respect to the same Claim or Interest, such Ballots will not be counted.
13. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim or an Interest.
14. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Amended Plan that are other than as set forth, or are inconsistent with the information contained in, the Amended Disclosure Statement, the documents attached to or incorporated in the Amended Disclosure Statement, and the Amended Plan.
15. SIGN AND DATE your Ballot.³ In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot.
16. Each Ballot votes only Claims indicated on that Ballot. Accordingly, complete and return each Ballot you receive.

³ If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtor, the Debtor's counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

PLEASE DELIVER YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THE ENCLOSED VOTING INSTRUCTIONS, THE PROCEDURES FOR VOTING, OR NEED TO OBTAIN ADDITIONAL COPIES OF THE SOLICITATION PACKAGE, PLEASE CONTACT THE SOLICITATION AGENT AT 1-646-282-2500 OR VIA EMAIL AT TABULATION@EPIQGLOBAL.COM AND REFERENCE “HCR MANORCARE” IN THE SUBJECT LINE.

Exhibit 4

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

In re:

HCR MANORCARE, INC.,

Debtor.¹

Chapter 11

Case No. 18-10467 (KG)

**CLASS 8B COMMON INTERESTS BALLOT FOR VOTING
TO ACCEPT OR REJECT THE FIRST AMENDED CHAPTER 11
PLAN OF REORGANIZATION FOR HCR MANORCARE, INC.**

**IMPORTANT
NOTE:**

PLEASE CAREFULLY READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS BALLOT AND READ THE *DISCLOSURE STATEMENT FOR THE FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR HCR MANORCARE, INC.* [DOCKET NO. 197] (AS MAY BE FURTHER AMENDED, SUPPLEMENTED, OR MODIFIED FROM TIME TO TIME, THE “AMENDED DISCLOSURE STATEMENT”) AND THE *FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION FOR HCR MANORCARE, INC.* [DOCKET NO. 196] (AS MAY BE FURTHER AMENDED, SUPPLEMENTED, OR MODIFIED FROM TIME TO TIME, THE “AMENDED PLAN”) ² INCLUDED WITH THIS BALLOT, BEFORE COMPLETING THIS BALLOT. THIS BALLOT PERMITS YOU TO VOTE TO ACCEPT OR REJECT THE AMENDED PLAN, WHICH IS SUBJECT TO BANKRUPTCY COURT APPROVAL AND WHICH CONTEMPLATES COMPREHENSIVE RESTRUCTURING TRANSACTIONS, EACH AS MORE FULLY DESCRIBED IN THE AMENDED DISCLOSURE STATEMENT AND THE AMENDED PLAN, UPON THE EMERGENCE OF THE DEBTOR FROM BANKRUPTCY.

DEADLINE:

YOU MUST COMPLETE, EXECUTE, AND DELIVER THIS BALLOT SO THAT IT IS ACTUALLY RECEIVED BY EPIQ BANKRUPTCY SOLUTIONS, LLC (THE “SOLICITATION AGENT”) PRIOR TO 4:00 P.M. (PREVAILING EASTERN TIME) ON JUNE 15, 2018 (THE “VOTING DEADLINE”).

¹ The last four digits of the Debtor’s federal tax identification number are 9231. The Debtor’s mailing address is 333 N. Summit St., Toledo, OH 43604.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Amended Plan (as defined below); the Amended Plan governs in the event of any inconsistencies.

QUESTIONS: If you have any questions regarding this Ballot, the enclosed voting instructions, the procedures for voting, or need to obtain additional solicitation materials, please contact the Solicitation Agent by: (i) calling at 1-646-282-2500, (ii) emailing tabulation@epiqglobal.com and referencing “HCR ManorCare” in the subject line, or (iii) writing to HCR ManorCare, Inc. Ballot Processing, c/o Epiq Bankruptcy Solutions, LLC, 10300 SW Allen Blvd., Beaverton, OR 97005.

CLASS 8B NOTICE: You have received this Ballot because you are the Holder of a Class 8B Common Interest(s) as of May 21, 2018 (the “Voting Record Date”) and, as such Holder, you have the right to execute this Ballot and vote to accept or reject the Amended Plan.

This Ballot may not be used for any purpose other than for submitting a vote with respect to the Amended Plan and making certain certifications with respect to the Amended Plan (as described below and in the Amended Disclosure Statement and the Amended Plan). If you believe you have received this Ballot in error, please contact the Solicitation Agent immediately.

You should read the Amended Disclosure Statement and the Amended Plan before you vote. You may wish to seek legal advice concerning the proposals related to the Amended Plan.

RESTRUCTURING TRANSACTION BACKGROUND: HCR ManorCare, Inc. (the “Debtor”) is soliciting votes to accept or reject the Amended Plan from the Holders of Claims in Class 4 (QCP Claims) and Holders of Interests in Class 8A (Preferred Interests) and Class 8B (Common Interests) as set forth in the Amended Disclosure Statement. The Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) has approved the Amended Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on May 18, 2018 (the “Amended Disclosure Statement Order”). Bankruptcy Court approval of the Amended Disclosure Statement does not indicate approval of the Amended Plan by the Bankruptcy Court.

Your rights are described in the Amended Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Amended Plan, the Amended Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) the Solicitation Agent at no charge at <http://dm.epiq11.com/HCR> or (b) for a fee at the Court’s website at

<http://www.deb.uscourts.gov> by following the directions for accessing the ECF system.

**TREATMENT OF
YOUR CLASS 8B
COMMON
INTERESTS:**

If the Amended Plan is consummated, then, subject to the terms and conditions set forth therein, you will receive the following treatment:

- (i) If the Closing of the Alternative Transaction occurs, on the Effective Date or as soon thereafter as reasonably practicable, each Holder of an Allowed Common Interest shall receive its pro rata share of the Common Equity Distribution.
- (ii) If the Closing of the Alternative Transaction does not occur, on the Effective Date, all Common Interests in the Debtor shall be cancelled, annulled, and extinguished and the Holders of such Common Interests shall not receive or retain any property under the Amended Plan on account of such Common Interests nor receive any distributions or property under the Amended Plan on account of such Common Interests.

For additional discussion of your treatment and rights under the Amended Plan, please read the Amended Disclosure Statement and the Amended Plan.

VOTING—COMPLETE THIS SECTION

**ITEM 1:
AMOUNT OF
CLASS 8B
COMMON
INTERESTS**

The undersigned hereby certifies that, as of the Voting Record Date, the undersigned was the Holder of a Class 8B Common Interest or Interests in the following number of shares:

Number of Shares:

**ITEM 2:
VOTE TO
ACCEPT OR
REJECT THE
AMENDED PLAN**

You may vote to accept or reject the Amended Plan. You must check one of the boxes below in order to have your vote counted.

The Holder of the Class 8B Common Interests set forth in Item 1 above votes to *(please check one box below)*:

- ACCEPT (VOTE FOR) THE AMENDED PLAN**
- REJECT (VOTE AGAINST) THE AMENDED PLAN**

Please note that you are voting the entirety of your Class 8B Common Interest(s) either to accept or reject the Amended Plan. You may not split your vote. If you do not indicate that you either accept or reject the Amended Plan by checking the applicable box above, your Ballot with respect to this Item 2 will not be counted. If you indicate that you both accept and reject the Amended Plan by checking both boxes above, your Ballot with respect to this Item 2 will not be counted. You will be deemed to have voted the full amount of your Class 8A Preferred Interest(s) in the Debtor to accept or reject the Amended Plan, even if a different amount is indicated.

**ITEM 3:
INFORMATION
REGARDING
RELEASES BY
CERTAIN
HOLDERS OF
CLAIMS**

Section 9.4 of the Amended Plan contains the following provision:

Except as otherwise expressly provided in the Amended Plan or the Confirmation Order, on the Effective Date, for good and valuable consideration, to the fullest extent permissible under applicable law, each Holder of a Claim or an Interest that votes to accept the Plan shall be deemed to have completely and forever released, waived, and discharged unconditionally each of the Released Parties of and from any and all Claims, any and all other obligations, suits, judgments, damages, debts, rights, remedies, causes of action and liabilities of any nature whatsoever (including, without limitation, those arising under the Bankruptcy Code), whether liquidated or unliquidated, fixed or contingent, direct or derivative, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are or may be

based in whole or part on any act, omission, transaction, event or other circumstance taking place or existing on or prior to the Effective Date (including prior to the Petition Date) in connection with or related to the Debtor, the Reorganized Debtor or their respective assets and property, and the Estate, the Chapter 11 Case, the Amended Plan, the Plan Supplement, and/or the Amended Disclosure Statement; provided, however, that nothing in Section 9.4 of the Amended Plan shall be construed to release (x) any party from fraud, willful misconduct or gross negligence as determined by a Final Order, (y) any Reinstated Claim including, without limitation, the Credit Facility Claims (if the Closing of the Alternative Transaction does not occur) and the Intercompany Note Claims, as applicable or (z) any obligations under the Plan Sponsor Agreement or the Merger Agreement.

* * *

If you vote to accept the Amended Plan, you will be deemed to consent to the Releases by Certain Holders of Claims.

**ITEM 4:
CERTIFICATIONS**

By signing and returning this Ballot, the undersigned certifies to the Debtor and the Bankruptcy Court that:

1. the undersigned is (a) the Holder of the Class 8B Common Interest(s) being voted, or (b) the authorized signatory for an entity that is the Holder of such Interest(s);
2. the undersigned has received a copy of the Solicitation Package, including the Amended Disclosure Statement and the Amended Plan, and acknowledges that the undersigned's vote as set forth on this Ballot is subject to the terms and conditions set forth therein;
3. the undersigned has not relied on any statement made or other information received from any person with respect to the Amended Plan other than the information contained in the Solicitation Package or other publicly available materials;
4. the undersigned has cast the same vote with respect to all of its Class 8B Common Interest(s) in connection with the Amended Plan;
5. no other Ballot with respect to the Class 8B Common Interest(s) identified in Item 1 has been cast or, if any other Ballot has been cast with respect to such Claim, then any such earlier Ballot is hereby revoked; and

- 6. the undersigned, if it votes in favor of the Amended Plan, will be deemed to have consented to the Releases by Certain Holders of Claims in Section 9.4 of the Amended Plan.

ITEM 5:
BALLOT COMPLETION INFORMATION—COMPLETE THIS SECTION

Name of Interest Holder: _____

Signature: _____

Authorized Signatory Name (if other than the Holder): _____

Notice Address for Holder: _____

Notice Phone Number for Holder: _____

Notice Email Address for Holder: _____

Date Completed: _____

Check this box if we should replace the preprinted address with the address you have listed above.

Please complete, sign, and date this ballot and return it promptly via first class mail, overnight courier, or hand delivery to:

**HCR ManorCare, Inc. Ballot Processing
 c/o Epiq Bankruptcy Solutions, LLC
 10300 SW Allen Blvd.
 Beaverton, OR 97005**

Alternatively, Ballots may be returned by electronic, online submission solely by clicking on the “E-Ballot” section on the Debtor’s case website (<http://dm.epiq11.com/hcr>) and following the instructions set forth on the website to submit your Ballot.

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

Unique E-Ballot ID#: _____

The Solicitation Agent’s online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Unless the Bankruptcy Court orders otherwise, Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted, except in the Debtor’s discretion.

Each E-Ballot ID# is to be used solely for voting only those Claims set forth in Item 1 of your Ballot. Please complete and submit an electronic Ballot for each E-Ballot ID# you receive, as applicable. Creditors who cast a Ballot using the Solicitation Agent’s online portal should NOT also submit a paper Ballot.

THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE SOLICITATION AGENT PRIOR TO THE VOTING DEADLINE.

[Remainder of Page Intentionally Left Blank]

INSTRUCTIONS FOR COMPLETING THIS BALLOT

1. The Debtor is soliciting the votes of Holders of Claims and Interests with respect to the Amended Plan. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Amended Plan, a copy of which accompanies the Ballot. **Please read the Amended Plan and Amended Disclosure Statement carefully before completing this Ballot.**
2. The Amended Plan can be confirmed by the Court and thereby made binding upon Holders if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of the Allowed Claims in at least one class of Claims that votes on the Amended Plan and at least two-thirds in amount of the Allowed Interests in each class of Interests that votes on the Amended Plan, and if the Amended Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Amended Disclosure Statement for more information.
3. To vote on the Amended Plan, you **MUST**: (a) fully complete this Ballot; (b) clearly indicate your decision to accept or reject the Amended Plan in Item 2 of this Ballot; and (c) sign, date, and return this Ballot. **Unless the Bankruptcy Court orders otherwise, Ballots submitted by facsimile or other electronic means (other than via the online balloting portal) shall not be accepted and shall not be counted for voting or tabulation purposes, except in the Debtor's discretion.**
4. **Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Amended Plan in the box provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot in the enclosed preaddressed envelope or via first class mail, overnight courier, or hand delivery to HCR ManorCare, Inc. Ballot Processing, c/o Epiq Bankruptcy Solutions, LLC, 10300 SW Allen Blvd, Beaverton, OR 97005 in accordance with paragraph 9 below.
5. **Use of Online Ballot Portal.** To ensure that your electronic Ballot is counted, please follow the instructions of the Debtor's case administration website at <http://dm.epiq11.com/hcr> (click on the "E-Ballot" section). You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission, in accordance with paragraph 9 below.
6. You must vote your entire Interest in the Debtor within Class 8B either to accept or reject the Amended Plan, and may not split your vote. Accordingly, Ballots with respect to multiple Claims or Interests within a single Class against the Debtor that partially rejects and partially accepts the Amended Plan will not be counted. Each Holder of a Claim or Interest shall be deemed to have voted the full amount of its Claim or Interest against the Debtor to accept or reject the Amended Plan against the Debtor, even if a different amount is indicated. Further, if a Holder has multiple Interests within Class 8B, the Debtor has directed the Solicitation Agent to aggregate the Interests of any particular Interest Holder within Class 8B for the purpose of counting votes.

7. Unless the Bankruptcy Court orders otherwise, except in the Debtor's discretion, only Ballots that are timely received with appropriate signature(s) will be counted. Unsigned, improperly signed, non-original and/or untimely Ballots will not be counted; provided, however, that Ballots cast via the online balloting portal will be deemed to contain an original signature.
8. Unless the Bankruptcy Court orders otherwise, Ballots submitted that are incomplete, illegible, indicate unclear or inconsistent votes with respect to the Amended Plan or are improperly signed and returned will NOT be counted unless the Debtor otherwise determines in its discretion.
9. To vote on the Amended Plan, you MUST deliver your completed Ballot to the Solicitation Agent so as to be ACTUALLY RECEIVED by the Solicitation Agent on or before the Voting Deadline, which is **4:00 p.m. (prevailing Eastern Time) on June 15, 2018**. You should allow sufficient time to assure timely delivery.
10. Unless the Bankruptcy Court orders otherwise, Ballots received by the Solicitation Agent after the Voting Deadline will NOT be counted with respect to acceptance or rejection of the Amended Plan, unless the Debtor otherwise determines in its discretion. No Ballot may be withdrawn or modified after the Voting Deadline without the Debtor's prior consent.
11. If you deliver multiple Ballots to the Solicitation Agent voting the same Claim(s) or Interest(s), ONLY THE LAST valid Ballot received prior to the Voting Deadline will be deemed to reflect your intent and will supersede and revoke any prior Ballot(s).
12. If you simultaneously cast inconsistent Ballots with respect to the same Claim or Interest, such Ballots will not be counted.
13. This Ballot does not constitute, and shall not be deemed to be, a Proof of Claim or Interest, or an assertion or admission of a Claim or an Interest.
14. You should not rely on any information, representations, or inducements made to obtain an acceptance of the Amended Plan that are other than as set forth, or are inconsistent with the information contained in, the Amended Disclosure Statement, the documents attached to or incorporated in the Amended Disclosure Statement, and the Amended Plan.
15. SIGN AND DATE your Ballot.³ In addition, please provide your name and mailing address if it is different from that set forth on the Ballot or if no address is preprinted on the Ballot.
16. Each Ballot votes only Claims indicated on that Ballot. Accordingly, complete and return each Ballot you receive.

³ If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney-in-fact, or officer of a corporation or otherwise acting in a fiduciary or representative capacity, you should indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtor, the Debtor's counsel, or the Bankruptcy Court, must submit proper evidence to the requesting party of authority to so act on behalf of such Holder.

PLEASE DELIVER YOUR BALLOT PROMPTLY!

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THE ENCLOSED VOTING INSTRUCTIONS, THE PROCEDURES FOR VOTING, OR NEED TO OBTAIN ADDITIONAL COPIES OF THE SOLICITATION PACKAGE, PLEASE CONTACT THE SOLICITATION AGENT AT 1-646-282-2500 OR VIA EMAIL AT TABULATION@EPIQGLOBAL.COM AND REFERENCE “HCR MANORCARE” IN THE SUBJECT LINE.

Exhibit 5

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

In re:

HCR MANORCARE, INC.,¹

Debtor.

Chapter 11

Case No. 18-10467 (KG)

AS FURTHER DESCRIBED HEREIN, PLEASE BE ADVISED THAT ARTICLE IX OF THE AMENDED PLAN CONTAINS CERTAIN DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AND SECTION 3.5 OF THE ALTERNATIVE PLAN SPONSOR AGREEMENT AND SECTION 3.4 OF THE ORIGINAL PLAN SPONSOR AGREEMENT CONTAIN CERTAIN NON-DEBTOR SUBSIDIARY RELEASES. YOU ARE ADVISED AND ENCOURAGED TO CAREFULLY REVIEW AND CONSIDER THE AMENDED PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS SET FORTH IN ARTICLE IX OF THE AMENDED PLAN, AS YOUR RIGHTS MIGHT BE AFFECTED.

NOTICE OF (I) APPROVAL OF AMENDED DISCLOSURE STATEMENT, (II) NON-VOTING STATUS, (III) HEARING TO CONSIDER CONFIRMATION OF THE AMENDED PLAN, (IV) DEADLINE FOR OBJECTIONS TO THE AMENDED PLAN, AND (V) SUMMARY OF THE AMENDED PLAN OF REORGANIZATION

NOTICE IS HEREBY GIVEN as follows:

The Effective Date of the Original Plan Has Not Occurred

By order dated April 13, 2018, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered a combined order [Docket No. 127] (the “Original Confirmation Order”) approving the *Disclosure Statement for the Prepackaged Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 6] and confirming the *Modified Prepackaged Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 114] (the “Original Plan”). Pursuant to the Original Plan and related documents, the Effective Date of the Original Plan was anticipated to occur within two to five months after entry of the Original Confirmation Order, once all necessary governmental approvals had been obtained.

The Debtor Is Seeking to Implement the Alternative

¹ The last four digits of the Debtor’s federal tax identification number are 9231. The Debtor’s mailing address is 333 N. Summit St., Toledo, OH 43604.

Transaction Through Confirmation of the Amended Plan

After entry of the Original Confirmation Order, but prior to the Effective Date and substantial consummation of the Original Plan, Welltower Inc. (“Welltower”) and ProMedica Health System, Inc. (“ProMedica Parent”) entered into definitive agreements to acquire, respectively, the capital stock of Quality Care Properties, Inc. (“QCP”) and the equity of the Debtor, the details of which are more fully set forth in the Amended Disclosure Statement and the Amended Plan (each as defined below). Welltower, QCP and certain of their respective subsidiaries have entered into an Agreement and Plan of Merger pursuant to which Welltower would acquire all of the outstanding capital stock of QCP through a series of mergers (the “Mergers”). Each of Welltower’s and QCP’s obligations to consummate the Mergers is subject to a number of customary closing conditions, as well as a condition requiring the successful completion of ProMedica Parent’s acquisition of the Debtor (the “HCR Acquisition”). The proposed HCR Acquisition, in turn, contemplates that a newly created subsidiary of ProMedica Parent, Suburban Healthco, Inc. (“ProMedica Sub”) (or its designee(s)), will acquire 100% of the equity of the Reorganized Debtor in exchange for the ProMedica Plan Contribution. In connection with the Mergers and the HCR Acquisition, Welltower formed a joint venture, Meerkat I LLC, with ProMedica Parent that will own substantially all of the real property assets relating to the Company’s business and will lease those assets to a non-debtor subsidiary of the Debtor, HCR III Healthcare, LLC (“HCR III”). The closing of the Mergers and the HCR Acquisition – collectively, the proposed “Alternative Transaction” – are anticipated to occur in the third quarter of 2018, assuming all of the various approvals and conditions to closing have been met.

To facilitate and implement the foregoing transactions (the “Alternative Transaction”), the Debtor has proposed the *First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 196] (as may be further amended, supplemented, or modified from time to time, the “Amended Plan”),² which provides for alternative treatment for certain Classes of Claims against and Interests in the Debtor if the Alternative Transaction closes.

The primary features of the Amended Plan are as follows:

- If the Alternative Transaction closes:
 - ProMedica Parent, as the Plan Sponsor, will make a plan contribution to the Debtor in the amount required to (i) pay the Allowed Credit Facility Claims in full, (ii) pay the Agreed Deferred Rent Obligation in the amount of \$440,190,183 to the Holders of the QCP Claims, and (iii) pay \$50 million to Holders of Interests in the Debtor (the “ProMedica Plan Contribution”). The ProMedica Plan Contribution may be in the form, at ProMedica’s election, of either (x) a capital contribution to the Reorganized Debtor or (y) a combination of (A) a capital contribution to the

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Amended Plan or the Amended Disclosure Statement, as applicable. The statements contained herein are summaries of the provisions contained in the Amended Plan and the Amended Disclosure Statement and do not purport to be precise or complete statements of all the terms and provisions of the Amended Plan or documents referred therein. To the extent there is a discrepancy between the terms set forth herein and the terms of the Amended Plan or the Amended Disclosure Statement, the Amended Plan or the Amended Disclosure Statement, as applicable, shall govern and control. For a more detailed description of the Amended Plan, please refer to the Amended Disclosure Statement.

Reorganized Debtor and (B) an unsecured, subordinated loan to the Reorganized Debtor in principal amount not to exceed \$550 million, which unsecured loan shall mature no earlier than the third anniversary of the date of the Closing. In exchange for ProMedica Parent making the ProMedica Plan Contribution, ProMedica Sub (or its designee(s)) will receive 100% of the stock of the Reorganized Debtor.

- No creditors other than QCP will be impaired.
- Equity holders will receive a share of \$50 million, to be allocated to the Holders of Preferred and Common Interests in accordance with the Amended Plan.
- On the Effective Date, HCR III will enter into the Alternative Master Lease with Meerkat I LLC (or its designee(s)). The monthly rent obligation under the Alternative Master Lease was negotiated between Welltower and ProMedica Parent, and is set at a level that the Company expects to be able to reasonably pay.
- If the Alternative Transaction does not close:
 - The Debtor will consummate the transaction (the “Original Transaction”) described by the Original Plan Sponsor Agreement, subject to the terms and conditions thereof, which transaction is the same as the transaction embodied in the Original Plan and approved in the Original Confirmation Order.
 - Under the Original Transaction, QCP (or its designee(s)) will receive 100% of the stock of the Reorganized Debtor in full and final satisfaction of its Claims against the Debtor (arising under the Debtor’s guarantee of the lease obligations owed to QCP by HCR III).
 - No creditors other than QCP will be impaired. The Plan provides that Section 510(b) Claims are impaired; however, the Debtor is not aware of any existing Section 510(b) Claims.
 - Equity holders will receive no distributions.
 - On the Effective Date, HCR III, which is currently subject to the MLSA, will be subject to the Original Master Lease. The monthly cash pay rent obligation under the Original Master Lease is limited, until 2025, to the operating cash generated by the SNFs and ALFs (each as defined in the Amended Disclosure Statement) that is available after paying and reserving for all other liabilities (the “Free Cash Flow”). While the precise levels of Free Cash Flow for these businesses can vary from month to month and year to year, the Debtor is confident that Free Cash Flow for the foreseeable future will be substantially positive on a monthly basis and, accordingly, HCR III will be capable of timely satisfying all obligations as they come due through at least 2025.

The Bankruptcy Court Has Approved the Amended Disclosure Statement

By order dated May 18, 2018, [Docket No. 195] (the “Amended Disclosure Statement Order”), the Bankruptcy Court approved the *Disclosure Statement for the First Amended Chapter 11 Plan of Reorganization for HCR ManorCare, Inc.* [Docket No. 197] (as may be further amended, supplemented, or modified from time to time, the “Amended Disclosure Statement”), pursuant to sections 1125 and 1127 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the “Bankruptcy Code”), with respect to the Amended Plan and the Debtor’s procedures for seeking acceptance of the modification to the Original Plan and confirmation of the Amended Plan.

Non-Voting Status

Because of the nature and treatment of your Claim under the Amended Plan and section 1126(f) and (g) of the Bankruptcy Code, **you are not entitled to vote on the Amended Plan.**

Under the terms of the Amended Plan, Holders of Claims against the Debtor in Class 1 (Other Priority Claims), Class 2 (Secured Claims), Class 3 (Credit Facility Claims), Class 5 (General Unsecured Claims), and Class 6 (Severance Claims) are Unimpaired and, accordingly, are (i) conclusively presumed to accept the Amended Plan, and (ii) not entitled to vote on the Amended Plan on account of such Claims.

Under the terms of the Amended Plan, Holders of Claims against the Debtor in Class 7 (Section 510(b) Claims) are Impaired because such Holders will not be entitled to receive or retain any property under the Amended Plan if the Alternative Transaction does not close and, accordingly, are (i) conclusively deemed to reject the Amended Plan, and (ii) not entitled to vote on the Amended Plan on account of such Claims. The Debtor is not aware of any existing Section 510(b) Claims.

YOU MAY BE RECEIVING THIS NOTICE BECAUSE YOU HAVE BEEN IDENTIFIED AS HOLDING A CLAIM IN ONE OF THE CLASSES IDENTIFIED ABOVE THAT IS NOT ENTITLED TO VOTE ON THE AMENDED PLAN.

Hearing on Modification to the Original Plan and Confirmation of the Amended Plan

On **June 21, 2018, at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, a hearing to consider approval of the modification to the Plan and confirmation of the Amended Plan (the “Confirmation Hearing”) will be held before the Honorable Kevin Gross, United States Bankruptcy Judge, 6th Floor, in Courtroom No. 3 of the United States Bankruptcy Court, 824 North Market Street, Wilmington, Delaware 19801. The Confirmation Hearing may be adjourned from time to time. If the Confirmation Hearing is adjourned, such adjournment will be announced in open court and/or the Debtor will file a notice on the docket reflecting the same. The Amended Plan may be amended, supplemented, or modified from time to time, if necessary, in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and other applicable law, before, during, or as a result of the Confirmation Hearing without further notice to creditors and other parties in interest.

**Deadline for Objections to Acceptance of
Modification to the Original Plan and Confirmation of the Amended Plan**

The deadline for filing and serving written objections (each, an “Amended Plan Objection”) to approval of the modification to the Original Plan and confirmation of the Amended Plan (including any supporting memoranda) shall be **June 15, 2018 at 4:00 p.m. (prevailing Eastern Time)** (the “Objection Deadline”).

Any Amended Plan Objections—including any Amended Plan Objections related to the assumption or rejection of any Executory Contract of the Debtor pursuant to the Amended Plan (see below regarding the treatment of Executory Contracts under the Amended Plan)—must: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware; and (iii) state, with particularity, the legal and factual basis for the objection, and, if practicable, a proposed modification to the Amended Plan (or related materials) that would resolve such Amended Plan Objection. **The Debtor believes no cure obligations are due in connection with the Executory Contracts to be assumed by the Amended Plan, and any contract counterparty proposing otherwise must file an Amended Plan Objection by the Objection Deadline or be forever barred from asserting such cure obligation.**

Amended Plan Objections must be filed with the Bankruptcy Court and served upon the following parties (collectively, the “Notice Parties”) no later than the Objection Deadline: (i) the Debtor, 333 N. Summit St., Toledo, Ohio 43604, Attn: Richard A. Parr II; (ii) co-counsel for the Debtor, Sidley Austin LLP, One South Dearborn Street, Chicago, Illinois, Attn: Larry J. Nyhan (lnyhan@sidley.com) and Dennis M. Twomey (dtwomey@sidley.com); (iii) co-counsel for the Debtor, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801, Attn: Edmon L. Morton (emorton@ycst.com) and Justin H. Rucki (jrucki@ycst.com); (iv) counsel to QCP, Wachtell, Lipton, Rosen & Katz, 51 West 52nd Street, New York, NY 10019, Attn: Scott K. Charles (SKCharles@wlrk.com) and Neil M. Snyder (NMSnyder@wlrk.com); (v) counsel to Welltower, (1) Gibson, Dunn & Crutcher LLP, 200 Park Avenue, New York, NY 10166, Attn: Michael A. Rosenthal (mrosenthal@gibsondunn.com) and Matthew K. Kelsey (mkelsey@gibsondunn.com), and (2) Potter Anderson & Corroon LLP, 1313 North Market Street, Sixth Floor, Wilmington, DE 19801, Attn: Jeremy W. Ryan (jryan@potteranderson.com), R. Stephen McNeill (rmcneill@potteranderson.com), and D. Ryan Slauch (rslauch@potteranderson.com); (vi) counsel to ProMedica, (1) Shumaker, Loop & Kendrick, LLP, 1000 Jackson Street, Toledo, OH 43604, Attn: James I. Rothschild (jrothschild@slk-law.com), Jay B. Verona (jverona@slk-law.com), and David J. Coyle (dcoyle@slk-law.com), and (2) Gellert Scali Busenkell & Brown, LLC, 1201 North Orange Street, Suite 300, Wilmington, DE 19801, Attn: Michael Busenkell (mbusenkell@gsbblaw.com); (vii) counsel to the administrative agent under the Company’s prepetition credit facility, (1) Akin Gump Strauss Hauer & Feld LLP, Bank of America Tower, One Bryant Park, New York, NY 10036, Attn: Philip C. Dublin (pdublin@akingump.com) and Alexis Freeman (afreeman@akingump.com), and (2) Blank Rome LLP, 1201 North Market Street, Wilmington, DE 19801, Attn: Stanley Tarr (starr@blankrome.com); (viii) counsel to The Carlyle Group, Latham & Watkins LLP, 555 Eleventh Street, NW, Suite 1000, Washington, D.C. 20004-1304, Attn: Daniel T. Lennon (daniel.lennon@lw.com), Roger G. Schwartz (roger.schwartz@lw.com) and J. Cory Tull (cory.tull@lw.com); (ix) the Office of the United States Trustee for the District

of Delaware, J. Caleb Boggs Building, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801, Attn: Linda J. Casey, Esq. (linda.casey@usdoj.gov); and (x) those parties who have filed a notice of appearance in this chapter 11 case.

UNLESS AN AMENDED PLAN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

Information and Materials

A copy of the Amended Disclosure Statement is enclosed herewith. Copies of the Amended Disclosure Statement Order and the Amended Plan may be obtained upon request of the Debtor's proposed counsel at the address specified below and are on file with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, where they are available for review between the hours of 8:00 a.m. to 4:00 p.m. (prevailing Eastern Time). The Amended Disclosure Statement, the Amended Disclosure Statement Order, and the Amended Plan may also be viewed and printed free of charge on the Debtor's case website at <http://dm.epiq11.com/HCR> or at the Bankruptcy Court's website at <http://www.deb.uscourts.gov> by following the directions for accessing the ECF system.

Notice to Counterparties to Executory Contracts

Please be advised that you or one of your affiliates may be a counterparty to one or more contracts that may be an Executory Contract with the Debtor. Under the Amended Plan, on the Effective Date all Executory Contracts of the Debtor will be deemed assumed in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract (a) was previously assumed or rejected by the Debtor, (b) previously expired or terminated pursuant to its own terms, or (c) upon the Plan Sponsor's prior written consent or request, is subject to a motion to reject such Executory Contract filed prior to the Effective Date. Entry of the order confirming the Amended Plan by the Bankruptcy Court shall constitute approval of such assumptions and the rejection of any Executory Contract for which a motion to reject has been filed, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Each Executory Contract assumed pursuant to Article VI of the Amended Plan shall revest in and be fully enforceable by the Reorganized Debtor in accordance with its terms, except as modified by the provisions of the Amended Plan, or any order of the Bankruptcy Court authorizing and providing for its assumption. Any motions to assume or reject Executory Contracts pending on the Effective Date shall be subject to approval by the Bankruptcy Court on or after the Effective Date. **To the maximum extent permitted by law, to the extent any provision in any Executory Contract assumed pursuant to the Amended Plan restricts or prevents, or purports to restrict or prevent, or is breached or deemed breached by, the assumption of such Executory Contract, including any "change of control" provision, then such provision shall be deemed modified such that the transactions contemplated by the Amended Plan shall not entitle the**

non-debtor party thereto to terminate such Executory Contract or to exercise any other default-related rights with respect thereto.

There are no anticipated cure obligations with respect to any Executory Contract to which the Debtor is a party. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments will be required to cure any defaults of the Debtor existing as of the Confirmation Date with respect to any Executory Contract assumed pursuant to the Amended Plan. Subject to the occurrence of the Effective Date, the entry of the Confirmation Order will be deemed to constitute a finding by the Bankruptcy Court that (i) each such assumption is in the best interest of the Debtor and its Estate, and (ii) the requirements of section 365(b)(1) of the Bankruptcy Code are deemed satisfied.

Objections to the Assumption or Rejection of Executory Contracts and/or Cure Amounts

Any objections to the proposed assumption or rejection of your Executory Contract pursuant to the Amended Plan must follow the procedures discussed above for Amended Plan Objections, and must: (i) be in writing; (ii) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware; and (iii) state, with particularity, the legal and factual basis for the objection, and, if practicable, a proposed modification to the Amended Plan (or related materials) that would resolve such objection. Objections must be filed with the Bankruptcy Court and served upon the Notice Parties no later than the Objection Deadline.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE IT MAY NOT BE CONSIDERED BY THE BANKRUPTCY COURT.

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Dated: May 21, 2018
Wilmington, Delaware

SIDLEY AUSTIN LLP
Larry J. Nyhan
Dennis M. Twomey
William A. Evanoff
Allison Ross Stromberg
Matthew E. Linder
One South Dearborn Street
Chicago, Illinois 60603
Telephone: (312) 853-7000
Facsimile: (312) 853-7036

-and-

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Edmon L. Morton

Robert S. Brady (No. 2847)
Edmon L. Morton (No. 3856)
Justin H. Rucki (No. 5304)
Tara C. Pakrouh (No. 6192)
Rodney Square
1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Facsimile: (302) 571-1253

ATTORNEYS FOR THE DEBTOR AND DEBTOR IN
POSSESSION

Exhibit 6

Exhibit 6

The Disclosure Statement CD-ROM, Confirmation Hearing Notice, Class 4 Ballots for each of the parties on the attached, and Return Envelopes were served to Quality Care Properties, Inc. at the following address, on behalf of the parties they represent which are listed on the attached.

QUALITY CARE PROPERTIES, INC.
ATTN: DAVID HADDOCK
7315 WISCONSIN AVENUE, SUITE 550 EAST
BETHESDA, MD 20814

HCP I-B PROPERTIES, LLC
HCP MARYLAND PROPERTIES, LLC
HCP PROPERTIES OF ALEXANDRIA VA, LLC
HCP PROPERTIES OF ARLINGTON VA, LLC
HCP PROPERTIES OF MIDWEST CITY OK, LLC
HCP PROPERTIES OF OKLAHOMA CITY (NORTHWEST), LLC
HCP PROPERTIES OF OKLAHOMA CITY (SOUTHWEST), LLC
HCP PROPERTIES OF TULSA OK, LLC
HCP PROPERTIES, LP
HCP PROPERTIES-ARDEN COURTS OF ANNANDALE VA, LLC
HCP PROPERTIES-CHARLESTON OF HANAHAN SC, LLC
HCP PROPERTIES-COLUMBIA SC, LLC
HCP PROPERTIES-FAIR OAKS OF FAIRFAX VA, LLC
HCP PROPERTIES-IMPERIAL OF RICHMOND VA, LLC
HCP PROPERTIES-MEDICAL CARE CENTER-LYNCHBURG VA, LLC
HCP PROPERTIES-OAKMONT EAST-GREENVILLE SC, LLC
HCP PROPERTIES-OAKMONT WEST-GREENVILLE SC, LLC
HCP PROPERTIES-OAKMONT OF UNION SC, LLC
HCP PROPERTIES-SALMON CREEK WA, LLC
HCP PROPERTIES-STRATFORD HALL OF RICHMOND VA, LLC
HCP PROPERTIES-UTICA RIDGE IA, LLC
HCP PROPERTIES-WEST ASHLEY-CHARLESTON SC, LLC
HCP PROPERTIES-WINGFIELD HILLS NV, LLC
HCP SCHOENHERR-ROAD PROPERTY, LLC
HCP STERLING HEIGHTS MI PROPERTY, LLC
HCP TWINSBURG OH PROPERTY, LLC
HCP WEST VIRGINIA PROPERTIES, LLC
QUALITY CARE PROPERTIES, INC.

Exhibit 7

Exhibit 7

The Disclosure Statement CD-ROM, Confirmation Hearing Notice, Class 8A Ballot, and a Return Envelope were served on the holder of the Class 8A Preferred Interests listed on the attached.

Claim Name

Address Information

JP MORGAN SECURITIES LLC

ATTN: ANDREW BHAK 383 MADISON AVENUE, FL 37 NEW YORK NY 10179

Total Creditor count 1

Exhibit 8

Exhibit 8

The Disclosure Statement CD-ROM, Confirmation Hearing Notice, Class 8B Ballot, and a Return Envelope were served on the each of the holders of the Class 8B Common Interests listed on the attached.

Claim Name	Address Information
ADAMS, PAULA	12132 TURNBERRY DRIVE RANCHO MIRAGE CA 92270
ALLEGRETTI, PETER	601 GOLDEN ROD WAY ST. MARY'S GA 31558
ALLEN, MARTIN	7151 WHISPERING OAK SYLVANIA OH 43560
ARRENDALE, DEB	393 12TH AVENUE INDIAN ROCKS BEACH FL 33785
BARKER, TAMMY	4521 SUTTON ROAD BRITTON MI 49229
BECKERT, JULIE	3911 BUELL AVENUE TOLEDO OH 43613
CARLYLE MC PARTNERS, L.P.	1001 PENNSYLVANIA AVENUE, NW WASHINGTON DC 20004-2505
CARLYLE PARTNERS V MC, L.P.	1001 PENNSYLVANIA AVENUE, NW WASHINGTON DC 20004-2505
CARLYLE PARTNERS V-A MC, L.P.	1001 PENNSYLVANIA AVENUE, NW WASHINGTON DC 20004-2505
CAVANAUGH, STEVE	9036 SAND RIDGE DRIVE HOLLAND OH 43528
CHENEVERT, BILL	7120 EAST SNYDER ROAD TUCSON AZ 85750
CLARK, ELLEN	8001 BRIDGEHAMPTON DRIVE WATERVILLE OH 43566
CP COINVESTMENT A, L.P.	1001 PENNSYLVANIA AVENUE, NW WASHINGTON DC 20004-2505
CP V COINVESTMENT B, L.P.	1001 PENNSYLVANIA AVENUE, NW WASHINGTON DC 20004-2505
DAVIDSON, KAREN	612 W. MAGNOLIA PANA IL 62557
EDWARDS, NANCY	9261 LERWICK DRIVE DUBLIN OH 43017
FERGUSON, MIKE	2612 EVERGREEN ROAD TOLEDO OH 43606
GLOTH, MARK	2322 HIDDEN BROOK ROAD FINKSBURG MD 21048
GLUCH, LYNDA	8740 PAULINA AVENUE GROSSE ILE MI 48138
GODLA, LARRY	132 BIRCHSIDE CIRCLE LOCUST GROVE VA 22508
GRABIJAS, MARTIN	2682 RAVINE SIDE NORTH HOWELL MI 48843
GRAHAM, JOHN	3547 HILL RIVER DRIVE TOLEDO OH 43615
GUILLARD, STEPHEN	78 TILIPI RUN CHATHAM MA 02633-2554
HARRIS, JEFF	25536 SEMINARY ROAD PERRYSBURG OH 43551
HASH, ALAN	9496 SOUTH DUNBAR DRIVE SOUTH JORDAN UT 84095
HOLLINS, SHARON	2641 FALMOUTH ROAD OTTAWA HILLS OH 43615
HOOD, LYNN	15415 MEADOW WOOD DRIVE WELLINGTON FL 33414
HOOPS, KATHY	24708 MCCUTCHEVILLE ROAD PERRYSBURG OH 43551
HUBER, JOHN	2779 STONEFENCE DRIVE PERRYSBURG OH 43551
HUGHES, CARLA	201 SETTLERS TRACE BOULEVARD #2220 LAFAYETTE LA 70508
JOHNSTON, WILL	3100 WEST END AVENUE SUITE 875 NASHVILLE TN 37203
JULIUS, GRIFFIN	3321 PELHAM ROAD OTTAWA HILLS OH 43606
KACZOR, BETH	1966 W. TEMPERANCE ROAD TEMPERANCE MI 48182
KANG, MATTHEW	3214 CHAPEL CREEK DRIVE PERRYSBURG OH 43551
KIGHT, DAN	2013 ORCHARD ROAD TOLEDO OH 43606
LANNING, DAVID	806 COPLEY LANE SILVER SPRING MD 20904
LAZARUS, BARRY	2629 LIVERPOOL COURT TOLEDO OH 43617
MASTRANGELO, JANET	266 CROSSING CREEK N GAHANNA OH 43230
MC OPERATIONS INVESTMENTS, INC.	C/O QUALITY CARE PROPERTIES, INC., 7315 WISCONSIN AVENUE, SUITE 250-W BETHESDA MD 20814
MCCORMICK, PATRICIA	26920 W. RIVER ROAD PERRYSBURG OH 43551
MCMANN, SCOTT	2267 ROBINWOOD AVENUE TOLEDO OH 43620
MERCIER, MURRY	7110 OAK BLUFF LANE MAUMEE OH 43537
MOCK, DOUGLAS	1083 ABBIESHIRE AVENUE LAKEWOOD OH 44107
MOREY, SUE	308 SHELLY DRIVE SINKING SPRING PA 19608
NATION, JOYLIN	15985 VOYAGEURS PLACE WELLINGTON FL 33414-9073
NEES, DAVE	5315 RYMOOR DRIVE SYLVANIA OH 43560
NEUMANN, LINDA	1495 INWOOD ROAD OAKLAND TWP MI 48306
ORLOWSKI, ANNETTE	2664 HEYTMAN DRIVE LANSING IA 52151

Claim Name	Address Information
ORMOND, PAUL	95047 SAN REMO DRIVE #2A FERNANDINA BEACH FL 32034
PAGOAGA, JIM	21 WINDING CREEK PLACE SYLVANIA OH 43560
PARKER, DAVID	2154 TREMONT ROAD COLUMBUS OH 43221
PARR, RICHARD	2253 GRAY FOX COURT ANN ARBOR MI 48103
PERRY, BRIAN	3 EXMOOR TOLEDO OH 43615
PORTER, CLIFF	3929 AZALEA CIRCLE MAUMEE OH 43537
REED, MIKE	3899 MIDSHORE DRIVE NAPLES FL 34109
REMENAR, JOHN	17302 BEACH RIDGE WAY WEST OLIVE MI 49460
ROYER, JEFF	8826 OLDHAM WAY WEST PALM BEACH FL 33412
RUMP, RICK	2423 HEATHER GLEN DRIVE MAUMEE OH 43537
RUPPERT, MARY JANE	603 NORTH BLACKHOOF STREET WAPAKONETA OH 45895
RUSSO, ANGELA	9638 23RD BAY STREET NORFOLK VA 23518
SADDLER, STEVE, MD	8101 HINSON FARM ROAD #301 ALEXANDRIA VA 22306
SCHROEDER, BRUCE	11153 OAK POINTE DRIVE WHITEHOUSE OH 43571
SILVERSTEIN, BURTON	179 MCNAMARA ROAD SPRING VALLEY NY 10977
SMITH, JOYCE	3521 CEDAR CREEK COURT MAUMEE OH 43537
SORENSEN, MELISSA	16591 FREYMAN ROAD CYGNET OH 43413
SPENCER, STEVE	1102 TOWSLEY LANE ANN ARBOR MI 48105
TALBERT, ERIC	7231 STONEWATER COURT MAUMEE OH 43537
THOMPSON, GEORGE	8995 OTTAWA LAKE ROAD OTTAWA LAKE MI 49267
TRAUPANE, RON	409 FIDDLERS POINT DRIVE ST AUGUSTINE FL 32080
UBAYDI, RAMI	3910 WHITE TAIL DRIVE ROCHESTER HILLS MI 48306
YOUNG, TOM	8967 BLOOMFIELD BOULEVARD SARASOTA FL 34238
ZALEWSKI, CINDY	5524 GINGER TREE LANE TOLEDO OH 43623

Total Creditor count 72

Exhibit 9

Exhibit 9

The Disclosure Statement CD-ROM and the Non-Voting Status Notice were served HCR ManorCare, Inc. at the following address, on behalf of the parties they represent which are listed on the attached.

HCR MANORCARE, INC.,
333 N. SUMMIT STREET, 16TH FLOOR
TOLEDO, OH 43604,

AMERICAN REHABILITATION GROUP, LLC	CHRISTOPHER EAST HEALTH CARE CENTER OF LOUISVILLE KY LLC
ANCILLARY SERVICES MANAGEMENT, LLC	CHRISTOPHER EAST HEALTH CARE CENTER OF LOUISVILLE KY LLC
ARDEN COURTS OF AKRON OH, LLC	COLUMBIA REHABILITATION AND NURSING CENTER-COLUMBIA SC, LLC
ARDEN COURTS OF ALLENTOWN PA, LLC	DONAHOE MANOR-BEDFORD PA, LLC
ARDEN COURTS OF ANNANDALE VA, LLC	FOREST BLUFF, LTD.
ARDEN COURTS OF AUSTIN TX, LLC	FORUM PURCHASING LLC
ARDEN COURTS OF AVON CT, LLC	FOSTRIAN COURTS ASSISTED LIVING-FLUSHING MI, LLC
ARDEN COURTS OF BINGHAM FARMS MI, LLC	HAMPTON HOUSE-WILKES-BARRE PA, LLC
ARDEN COURTS OF CENTREVILLE VA, LLC	HCR CANTERBURY VILLAGE, LLC
ARDEN COURTS OF CHERRY HILL NJ, LLC	HCR HEALTHCARE, LLC
ARDEN COURTS OF DELRAY BEACH FL, LLC	HCR HOME HEALTH CARE AND HOSPICE, LLC
ARDEN COURTS OF ELK GROVE VILLAGE IL, LLC	HCR II HEALTHCARE, LLC
ARDEN COURTS OF FARMINGTON CT, LLC	HCR II HEALTHCARE, LLC
ARDEN COURTS OF FT. MYERS FL, LLC	HCR III HEALTHCARE LLC
ARDEN COURTS OF GENEVA IL, LLC	HCR IV HEALTHCARE, LLC
ARDEN COURTS OF GERMANTOWN MD, LLC	HCR MANOR CARE SERVICES OF FLORIDA III, LLC
ARDEN COURTS OF GLEN ELLYN IL, LLC	HCR MANOR CARE SERVICES OF FLORIDA, LLC
ARDEN COURTS OF JEFFERSON HILLS PA, LLC	HCR MANOR CARE SERVICES, LLC
ARDEN COURTS OF KENSINGTON MD, LLC	HCR MANORCARE HEARTLAND, LLC
ARDEN COURTS OF KENWOOD OH, LLC	HCR MANORCARE MEDICAL SERVICES OF FLORIDA, LLC
ARDEN COURTS OF KING OF PRUSSIA PA, LLC	HCR MANORCARE OPERATIONS II, LLC
ARDEN COURTS OF LARGO FL, LLC	HCRMC-PROMEDICA JV, LLC
ARDEN COURTS OF LIVONIA MI, LLC	HEALTH CARE AND RETIREMENT CORPORATION OF AMERICA, LLC
ARDEN COURTS OF LOUISVILLE KY LLC	HEARTLAND CARE, LLC
ARDEN COURTS OF MONROEVILLE PA, LLC	HEARTLAND EMPLOYMENT SERVICES, LLC
ARDEN COURTS OF NORTHBROOK IL, LLC	HEARTLAND HEALTHCARE SERVICES, LLC
ARDEN COURTS OF PALM HARBOR FL, LLC	HEARTLAND HOME CARE, LLC
ARDEN COURTS OF PALOS HEIGHTS IL, LLC	HEARTLAND HOME HEALTH CARE SERVICES, LLC
ARDEN COURTS OF PARMA OH, LLC	HEARTLAND HOSPICE SERVICES, LLC
ARDEN COURTS OF PIKESVILLE MD, LLC	HEARTLAND OF ADELPHI MD, LLC
ARDEN COURTS OF POTOMAC MD, LLC	HEARTLAND OF ALLEN PARK MI, LLC
ARDEN COURTS OF RICHARDSON TX, LLC	HEARTLAND OF ANN ARBOR MI, LLC
ARDEN COURTS OF SAN ANTONIO TX, LLC	HEARTLAND OF AUSTIN TX, LLC
ARDEN COURTS OF SARASOTA FL, LLC	HEARTLAND OF BATTLE CREEK MI, LLC
ARDEN COURTS OF SEMINOLE FL, LLC	HEARTLAND OF BECKLEY WV, LLC
ARDEN COURTS OF SILVER SPRING MD, LLC	HEARTLAND OF BEDFORD TX, LLC
ARDEN COURTS OF SOUTH HOLLAND IL, LLC	HEARTLAND OF BELLEFONTAINE OH, LLC
ARDEN COURTS OF STERLING HEIGHTS MI, LLC	HEARTLAND OF BOCA RATON FL, LLC
ARDEN COURTS OF TAMPA FL, LLC	HEARTLAND OF BOYNTON BEACH FL, LLC
ARDEN COURTS OF TOWSON MD, LLC	HEARTLAND OF BROOKSVILLE FL LLC
ARDEN COURTS OF W. ORANGE NJ, LLC	HEARTLAND OF BROOKSVILLE FL LLC
ARDEN COURTS OF W. PALM BEACH FL, LLC	HEARTLAND OF BUCYRUS OH, LLC
ARDEN COURTS OF WAYNE NJ, LLC	HEARTLAND OF CANTON IL, LLC
ARDEN COURTS OF WESTLAKE OH, LLC	HEARTLAND OF CANTON MI, LLC
ARDEN COURTS OF WHIPPANY NJ, LLC	HEARTLAND OF CENTERVILLE OH, LLC
ARDEN COURTS OF WILMINGTON DE, LLC	HEARTLAND OF CHAMPAIGN IL, LLC
ARDEN COURTS OF WINTER SPRINGS FL, LLC	HEARTLAND OF CHILlicothe OH, LLC
ARDEN COURTS OF YARDLEY PA, LLC	HEARTLAND OF CLARKSBURG WV, LLC
ARDEN COURTS-ANDERSON OF CINCINNATI OH, LLC	HEARTLAND OF DEARBORN HEIGHTS MI, LLC
ARDEN COURTS-BAINBRIDGE OF CHAGRIN FALLS OH, LLC	HEARTLAND OF DECATUR IL, LLC
ARDEN COURTS-FAIR OAKS OF FAIRFAX VA, LLC	HEARTLAND OF FORT MYERS FL, LLC
ARDEN COURTS-LELY PALMS OF NAPLES FL, LLC	HEARTLAND OF GALESBURG IL, LLC
ARDEN COURTS-NORTH HILLS OF PITTSBURGH PA, LLC	
ARDEN COURTS-SUSQUEHANNA OF HARRISBURG PA, LLC	
ARDEN COURTS-WARMINSTER OF HATBORO PA, LLC	
HEARTLAND OF GRAND RAPIDS MI, LLC	

HEARTLAND OF GREENVILLE OH, LLC
HEARTLAND OF HENRY IL, LLC
HEARTLAND OF HILLSBORO OH, LLC
HEARTLAND OF HOLLAND MI, LLC
HEARTLAND OF HYATTSVILLE MD, LLC
HEARTLAND OF IONIA MI, LLC
HEARTLAND OF JACKSON MI LLC
HEARTLAND OF JACKSON MI LLC
HEARTLAND OF JACKSON OH, LLC
HEARTLAND OF JACKSONVILLE FL, LLC
HEARTLAND OF KALAMAZOO MI, LLC
HEARTLAND OF KENDALL FL, LLC
HEARTLAND OF KETTERING OH, LLC
HEARTLAND OF KEYSER WV, LLC
HEARTLAND OF LAUDERHILL FL, LLC
HEARTLAND OF MACOMB IL, LLC
HEARTLAND OF MADEIRA OH, LLC
HEARTLAND OF MARIETTA OH, LLC
HEARTLAND OF MARION OH, LLC
HEARTLAND OF MARTINSBURG WV, LLC
HEARTLAND OF MENTOR OH, LLC
HEARTLAND OF MIAMISBURG OH, LLC
HEARTLAND OF MOLINE IL, LLC
HEARTLAND OF NORMAL IL, LLC
HEARTLAND OF ORANGE PARK FL, LLC
HEARTLAND OF OREGON OH, LLC
HEARTLAND OF PAXTON IL, LLC
HEARTLAND OF PEORIA IL, LLC
HEARTLAND OF PERRYSBURG OH, LLC
HEARTLAND OF PIQUA OH, LLC
HEARTLAND OF PITTSBURGH PA, LLC
HEARTLAND OF PLATTEVILLE WI, LLC
HEARTLAND OF PORTSMOUTH OH, LLC
HEARTLAND OF RAINELLE WV, LLC
HEARTLAND OF SAGINAW MI LLC
HEARTLAND OF SAGINAW MI LLC
HEARTLAND OF SAN ANTONIO TX, LLC
HEARTLAND OF SARASOTA FL, LLC
HEARTLAND OF SPRINGFIELD OH, LLC
HEARTLAND OF TAMARAC FL, LLC
HEARTLAND OF THREE RIVERS MI, LLC
HEARTLAND OF WATERVILLE OH, LLC
HEARTLAND OF WAUSEON OH, LLC
HEARTLAND OF WEST BLOOMFIELD MI, LLC
HEARTLAND OF WHITEHALL MI, LLC
HEARTLAND OF ZEPHYRHILLS FL, LLC
HEARTLAND PHARMACY OF ILLINOIS, LLC
HEARTLAND PHARMACY OF PENNSYLVANIA, LLC
HEARTLAND REHABILITATION EXTENSION SERVICES, LLC
HEARTLAND REHABILITATION SERVICES OF FLORIDA, LLC
HEARTLAND REHABILITATION SERVICES OF KENTUCKY, LLC
HEARTLAND REHABILITATION SERVICES OF MICHIGAN, LLC

HEARTLAND REHABILITATION SERVICES OF NEW JERSEY, LLC
HEARTLAND REHABILITATION SERVICES OF OHIO, LLC
HEARTLAND REHABILITATION SERVICES OF VIRGINIA, LLC
HEARTLAND REHABILITATION SERVICES, LLC
HEARTLAND SERVICES, LLC
HEARTLAND THERAPY PROVIDER NETWORK, LLC
HEARTLAND VILLAGE OF WESTERVILLE OH (NC), LLC
HEARTLAND VILLAGE OF WESTERVILLE OH (RC), LLC
HEARTLAND-BEAVERCREEK OF DAYTON OH, LLC
HEARTLAND-BRIARWOOD MI, LLC
HEARTLAND-CHARLESTON OF HANAHAN SC, LLC
HEARTLAND-CRESTVIEW MI, LLC
HEARTLAND-DORVIN OF LIVONIA MI, LLC
HEARTLAND-FOSTRIAN OF FLUSHING MI, LLC
HEARTLAND-GEORGIAN BLOOMFIELD OF BLOOMFIELD HILLS MI, LLC
HEARTLAND-GEORGIAN EAST OF GROSSE POINTE MI, LLC
HEARTLAND-GREENVIEW MI, LLC
HEARTLAND-HAMPTON OF BAY CITY MI, LLC
HEARTLAND-HOLLY GLEN OF TOLEDO OH, LLC
HEARTLAND-KNOLLVIEW MI, LLC
HEARTLAND-MIAMI LAKES OF HIALEAH FL, LLC
HEARTLAND-OAK PAVILION OF CINCINNATI OH, LLC
HEARTLAND-OAKLAND MI, LLC
HEARTLAND-PEWAUKEE OF WAUKESHA WI, LLC
HEARTLAND-PLYMOUTH COURT MI, LLC
HEARTLAND-PRESTON COUNTY OF KINGWOOD WV, LLC
HEARTLAND-PRESTWICK IN, LLC
HEARTLAND-PROSPERITY OAKS OF PALM BEACH GARDENS FL, LLC
HEARTLAND-RIVERVIEW OF EAST PEORIA IL (SNF), LLC
HEARTLAND-RIVERVIEW OF SOUTH POINT OH, LLC
HEARTLAND-SOUTH JACKSONVILLE OF JACKSONVILLE FL, LLC
HEARTLAND-UNIVERSITY OF LIVONIA MI, LLC
HEARTLAND-WASHINGTON MANOR OF KENOSHA WI, LLC
HEARTLAND-WOODRIDGE ASSISTED LIVING OF FAIRFIELD OH, LLC
HEARTLAND-WOODRIDGE OF FAIRFIELD OH, LLC
IN HOME HEALTH, LLC
INDUSTRIAL WASTES, LLC
KENSINGTON MANOR-SARASOTA FL, LLC
LEXINGTON REHABILITATION AND NURSING CENTER-LEXINGTON SC, LLC
MANOR CARE AVIATION, LLC
MANOR CARE INSURANCE INC.
MANOR CARE INSURANCE, INC.
MANOR CARE- LELY PALMS OF NAPLES FL (SH), LLC
MANOR CARE NURSING CENTER OF SARASOTA FL, LLC
MANOR CARE OF ABERDEEN SD, LLC
MANOR CARE OF AKRON OH, LLC
MANOR CARE OF ALEXANDRIA VA, LLC
MANOR CARE OF ALLENTOWN PA, LLC
MANOR CARE OF MINOT ND LLC

MANOR CARE OF ARLINGTON VA, LLC
 MANOR CARE OF BARBERTON OH, LLC
 MANOR CARE OF BETHEL PARK PA, LLC
 MANOR CARE OF BETHESDA MD, LLC
 MANOR CARE OF BETHLEHEM PA (2021), LLC
 MANOR CARE OF BETHLEHEM PA (2029), LLC
 MANOR CARE OF BOCA RATON FL, LLC
 MANOR CARE OF BOULDER CO, LLC
 MANOR CARE OF BOYNTON BEACH FL, LLC
 MANOR CARE OF CAMP HILL PA, LLC
 MANOR CARE OF CARLISLE PA, LLC
 MANOR CARE OF CEDAR RAPIDS IA, LLC
 MANOR CARE OF CHAMBERSBURG PA, LLC
 MANOR CARE OF CHERRY HILL NJ LLC
 MANOR CARE OF CHERRY HILL NJ LLC
 MANOR CARE OF CHEVY CHASE MD, LLC
 MANOR CARE OF CITRUS HEIGHTS CA, LLC
 MANOR CARE OF DALLASTOWN PA, LLC
 MANOR CARE OF DAVENPORT IA, LLC
 MANOR CARE OF DELAWARE COUNTY, LLC
 MANOR CARE OF DELRAY BEACH FL, LLC
 MANOR CARE OF DENVER CO, LLC
 MANOR CARE OF DUBUQUE IA, LLC
 MANOR CARE OF DUNEDIN FL, LLC
 MANOR CARE OF EASTON PA, LLC
 MANOR CARE OF ELIZABETHTOWN PA, LLC
 MANOR CARE OF ELK GROVE VILLAGE IL, LLC
 MANOR CARE OF FARGO ND, LLC
 MANOR CARE OF FLORISSANT MO, LLC
 MANOR CARE OF FOND DU LAC WI, LLC
 MANOR CARE OF FORT WORTH TX (NRH), LLC
 MANOR CARE OF FORT WORTH TX (NW), LLC
 MANOR CARE OF FOUNTAIN VALLEY CA, LLC
 MANOR CARE OF FT. MYERS FL, LLC
 MANOR CARE OF GIG HARBOR WA, LLC
 MANOR CARE OF GREEN BAY WI (EAST), LLC
 MANOR CARE OF GREEN BAY WI (WEST), LLC
 MANOR CARE OF HEMET CA, LLC
 MANOR CARE OF HINSDALE IL, LLC
 MANOR CARE OF HOMEWOOD IL, LLC
 MANOR CARE OF HUNTINGDON VALLEY PA, LLC
 MANOR CARE OF INDY (SOUTH) IN, LLC
 MANOR CARE OF JERSEY SHORE PA, LLC
 MANOR CARE OF KING OF PRUSSIA PA, LLC
 MANOR CARE OF KINGSFORD MI, LLC
 MANOR CARE OF KINGSTON PA, LLC
 MANOR CARE OF LACEY WA, LLC
 MANOR CARE OF LANCASTER PA, LLC
 MANOR CARE OF LAURELDALE PA, LLC
 MANOR CARE OF LEBANON PA, LLC
 MANOR CARE OF LIBERTYVILLE IL, LLC
 MANOR CARE OF LYNNWOOD WA, LLC
 MANOR CARE OF MARIETTA GA, LLC
 MANOR CARE OF MAYFIELD HEIGHTS OH, LLC
 MANOR CARE OF MCMURRAY PA, LLC
 MANOR CARE OF YEADON PA, LLC

MANOR CARE OF MONROEVILLE PA, LLC
 MANOR CARE OF MOUNTAINSIDE NJ, LLC
 MANOR CARE OF NAPERVILLE IL, LLC
 MANOR CARE OF NAPLES FL, LLC
 MANOR CARE OF NEW PROVIDENCE NJ, LLC
 MANOR CARE OF NORTH OLMSTED OH, LLC
 MANOR CARE OF NORTHBROOK IL, LLC
 MANOR CARE OF OAK LAWN (EAST) IL, LLC
 MANOR CARE OF OAK LAWN (WEST) IL, LLC
 MANOR CARE OF OKLAHOMA CITY (NORTHWEST), LLC
 MANOR CARE OF PALM DESERT CA, LLC
 MANOR CARE OF PALM HARBOR FL, LLC
 MANOR CARE OF PALOS HEIGHTS (WEST) IL, LLC
 MANOR CARE OF PALOS HEIGHTS IL, LLC
 MANOR CARE OF PARMA OH, LLC
 MANOR CARE OF PINEHURST NC, LLC
 MANOR CARE OF PLANTATION FL, LLC
 MANOR CARE OF POTOMAC MD, LLC
 MANOR CARE OF POTTSTOWN PA, LLC
 MANOR CARE OF POTTSVILLE PA, LLC
 MANOR CARE OF RENO NV, LLC
 MANOR CARE OF ROLLING MEADOWS IL, LLC
 MANOR CARE OF SALMON CREEK WA, LLC
 MANOR CARE OF SHAWANO WI LLC
 MANOR CARE OF SILVER SPRING MD, LLC
 MANOR CARE OF SINKING SPRING PA, LLC
 MANOR CARE OF SOUTH HOLLAND IL, LLC
 MANOR CARE OF SOUTH OGDEN UT, LLC
 MANOR CARE OF SOUTH OGDEN UT, LLC
 MANOR CARE OF SPOKANE WA, LLC
 MANOR CARE OF SPRINGFIELD MO, LLC
 MANOR CARE OF SUNBURY PA, LLC
 MANOR CARE OF SUNNYVALE CA, LLC
 MANOR CARE OF TACOMA WA, LLC
 MANOR CARE OF TOPEKA KS, LLC
 MANOR CARE OF TOWSON, LLC
 MANOR CARE OF TUCSON AZ LLC
 MANOR CARE OF VENICE FL, LLC
 MANOR CARE OF VOORHEES NJ, LLC
 MANOR CARE OF W. PALM BEACH FL, LLC
 MANOR CARE OF WALNUT CREEK CA, LLC
 MANOR CARE OF WATERLOO IA, LLC
 MANOR CARE OF WEST DES MOINES IA, LLC
 MANOR CARE OF WEST READING PA, LLC
 MANOR CARE OF WESTERVILLE OH, LLC
 MANOR CARE OF WESTMONT IL, LLC
 MANOR CARE OF WHEATON MD, LLC
 MANOR CARE OF WICHITA KS, LLC
 MANOR CARE OF WILLIAMSPORT PA (NORTH), LLC
 MANOR CARE OF WILLIAMSPORT PA (SOUTH), LLC
 MANOR CARE OF WILLOUGHBY OH, LLC
 MANOR CARE OF WILMETTE IL LLC
 MANOR CARE OF WILMINGTON DE, LLC
 MANOR CARE OF WINTER PARK FL, LLC
 MANOR CARE OF YARDLEY PA, LLC

MANOR CARE OF YORK PA (NORTH), LLC
 MANOR CARE OF YORK PA (SOUTH), LLC
 MANOR CARE REHABILITATION CENTER OF DECATUR GA, LLC
 MANOR CARE SUPPLY, LLC
 MANOR CARE, INC.
 MANOR CARE-BELDEN VILLAGE OF CANTON OH, LLC
 MANOR CARE-CARROLLWOOD OF TAMPA FL, LLC
 MANOR CARE-DULANEY MD, LLC
 MANOR CARE-EUCLID BEACH OF CLEVELAND OH, LLC
 MANOR CARE-FAIR OAKS OF FAIRFAX VA, LLC
 MANOR CARE-GREENTREE OF PITTSBURGH PA, LLC
 MANOR CARE-IMPERIAL OF RICHMOND VA, LLC
 MANOR CARE-KINGSTON COURT OF YORK PA, LLC
 MANOR CARE-LANSDALE OF MONTGOMERYVILLE PA, LLC
 MANOR CARE-LARGO MD, LLC
 MANOR CARE-LINDEN VILLAGE OF LEBANON PA, LLC
 MANOR CARE-NORTH HILLS OF PITTSBURGH PA, LLC
 MANOR CARE-PIKE CREEK OF WILMINGTON DE, LLC
 MANOR CARE-ROLAND PARK MD, LLC
 MANOR CARE-ROSSVILLE MD, LLC
 MANOR CARE-RUXTON MD, LLC
 MANOR CARE-STRATFORD HALL OF RICHMOND VA, LLC
 MANOR CARE-SUMMER TRACE OF CARMEL IN, LLC
 MANOR CARE-TICE VALLEY CA, LLC
 MANOR CARE-WEST DEPTFORD OF PAULSBORO NJ, LLC
 MANOR CARE-WOODBRIDGE VALLEY MD, LLC
 MANORCARE HEALTH SERVICES OF OKLAHOMA, LLC
 MANORCARE HEALTH SERVICES OF TOLEDO OH, LLC
 MANORCARE HEALTH SERVICES, LLC
 MEDICAL CARE CENTER-LYNCHBURG VA, LLC
 MERCY/MANOR PARTNERSHIP
 MILESTONE HEALTHCARE, LLC
 NORMAN SPECIALTY HOSPITAL, LLC
 OAKMONT EAST-GREENVILLE SC, LLC
 OAKMONT OF UNION SC, LLC
 OAKMONT WEST-GREENVILLE SC, LLC
 OHIO EMPLOYEE HEALTH PARTNERSHIP, LTD
 OLD ORCHARD HEALTH CARE CENTER-EASTON PA, LLC
 PERRYSBURG COMMONS SENIOR HOUSING-PERRYSBURG OH, LLC
 PLEASANT VALLEY APTS LTD.
 PORTFOLIO ONE, LLC
 RAVENSWOOD STATION, LTD.
 REHABILITATION ADMINISTRATION, LLC
 SHADYSIDE NURSING AND REHABILITATION CENTER-PITTSBURGH PA, LLC
 SKY VUE TERRACE-PITTSBURGH PA, LLC
 SPRINGHOUSE OF BETHESDA MD, LLC
 SPRINGHOUSE OF PIKESVILLE MD, LLC
 SPRINGHOUSE OF SILVER SPRING MD, LLC
 SUN PHARMACY, LLC
 TWINBROOK MEDICAL CENTER-ERIE PA, LLC
 WALLINGFORD NURSING AND REHABILITATION CENTER-WALLINGFORD PA, LLC

WEST ASHLEY REHABILITATION AND NURSING CENTER-CHARLESTON SC, LLC
 WHITEHALL BOROUGH-PITTSBURGH PA, LLC
 WINTER PARK NURSING CENTER, LLC

Exhibit 10

Exhibit 10

The Disclosure Statement CD-ROM and the Notice of Non-Voting Status were served on the parties listed on the attached.

Claim Name	Address Information
10451 LINN STATION ROAD LLC	ATTN: BRIAN REYNOLDS, PRESIDENT CSCV REAL ESTATE HOLDINGS, LLC 1422 CLARKVIEW ROAD BALTIMORE MD 21209
1345 N MADISON AVENUE LLC	ATTN: BRIAN REYNOLDS, PRESIDENT CSCV REAL ESTATE HOLDINGS, LLC 1422 CLARKVIEW ROAD BALTIMORE MD 21209
1436 S LINCOLN STREET LLC	ATTN: BRIAN REYNOLDS, PRESIDENT CSCV REAL ESTATE HOLDINGS, LLC 1422 CLARKVIEW ROAD BALTIMORE MD 21209
3705 N SWAN RD LLC	C/O CSCV REAL ESTATE HOLDINGS LLC ATTN: BRIAN REYNOLDS 1422 CLARKVIEW RD BALTIMORE MD 21209
3705 N SWAN RD LLC	C/O FENIGSTEIN & KAUFMAN ATTN: S JACK FENIGSTEIN 1900 AVENUE OF THE STARS, STE 2300 LOS ANGELES CA 90067
4200 BROWNS LANE LLC	ATTN: BRIAN REYNOLDS, PRESIDENT CSCV REAL ESTATE HOLDINGS, LLC 1422 CLARKVIEW ROAD BALTIMORE MD 21209
432 POPLAR DRIVE LLC	ATTN: JONATHON AARON, MANAGER C/O CITADEL CARE CENTER-WILMETTE, LLC 432 POPLAR DRIVE WILMETTE IL 60091
600 S MAIN ST LLC	ATTN: BRIAN REYNOLDS, PRESIDENT CSCV REAL ESTATE HOLDINGS, LLC 1422 CLARKVIEW ROAD BALTIMORE MD 21209
ACCREDITATION COMMISSION FOR HEALTH CARE	139 WESTON OAKS CT CARY NC 27513
AIG - INS. CO. OF THE STATE OF PA	175 WATER STREET 18TH FLOOR NEW YORK NY 10038
AKIN GUMP STRAUSS HAUER & FELD LLP	(COUNSEL TO RD CREDIT LLC) ATTN: PHILIP C DUBLIN, ALEXIS FREEMAN ONE BRYANT PARK NEW YORK NY 10036
ALAN B. HASH	9496 SOUTH DUNBAR DR. SOUTH JORDAN UT 84095
ALLAN M HOLT	1001 PENNSYLVANIA AVENUE, NW WASHINGTON DC 20004
ALLIED WORLD ASSURANCE CO.	GUBELSTRASSE 24 PARK TOWER 15TH FLOOR ZUG 06300 SWITZERLAND
ALLIED WORLD ASSURANCE CO.	199 WATER ST 24TH FLOOR NEW YORK NY 10038
ANDERSON POST ACUTE LLC	C/O CSV SNF WRANGLER, LLC 1442 CLARKVIEW RD BALTIMORE MD 21209
ANGIE WHETRO	19402 IRIS COURT NOBLESVILLE IN 46060
ANSPACH, MEEKS & ELLENBERGER, LLP	ATTN: ROBERT ANSPACH 300 MADISON AVE., SUITE 1600 TOLEDO OH 43604
ANTHONY MILLER	C/O ROBERT BRACKEN 1100 LIBERTY AVE. SUITE C-6 THE PENNSYLVANIAN PITTSBURGH PA 15222
AON HEWITT	200 E RANDOLPH STREET 14TH FLOOR CHICAGO IL 60601
ARCH INSURANCE CO.	C/O ARCH INSURANCE GROUP INC ONE LIBERTY PLAZA 53RD FLOOR NEW YORK NY 10006
ARCH INSURANCE CO.	C/O ARCH CAPITAL SERVICES INC. 360 HAMILTON AVENUE SUITE 600 WHITE PLAINS NY 10601
ARDEN COURTS OF ARLINGTON TX LLC	C/O THE ROSDEV GROUP 7077 AVE DU PARC STE. 600 MONTREAL QC H3N 1X7 CANADA
ARDEN COURTS OF ARLINGTON TX, LLC	C/O THE ROSDEV GROUP 7077 AVE DU PARC STE. 600 MONTREAL QC H3N 1X7 CANADA
ARDEN COURTS OF HAMDEN CT LLC	C/O THE ROSDEV GROUP 7077 AVE DU PARC STE. 600 MONTREAL QC H3N 1X7 CANADA
ARDEN COURTS OF HAZEL CREST IL, LLC	DAMEN HEALTHCARE 5611 DEMPSTER STREET MORTON GROVE IL 60053
ARDEN COURTS OF LOUISVILLE KY LLC	C/O CSV SNF WRANGLER, LLC 1442 CLARKVIEW RD BALTIMORE MD 21209
ARENT FOX LLP	ATTN: DONALD C. MCLEAN 1717 K STREET, NW WASHINGTON DC 20006
ARGONAUT INSURANCE COMPANY	C/O ARGO SURETY ATTN ROBERT G LAVITT, VP, ESQ PO BOX 469011 SAN ANTONIO TX 78246
ARIZONA DEPARTMENT OF REVENUE	1600 W MONROE ST PHOENIX AZ 85007
ARLINGTON TX MC REALTY LLC	ATTN: AARON FRIEDMAN, MANAGER C/O THE ROSDEV GROUP 7077 AVE DU PARC, STE. 600 MONTREAL QC H3N 1X7 CANADA
ARROWOOD INDEMNITY COMPANY	FKA ROYAL INDEMNITY COMPANY C/O CARRUTHERS & ROTH, PA ATTN BRITTON LEWIS, 235 N EDGEWORTH ST GREENSBORO NC 27401
ARROWOOD INDEMNITY COMPANY	GWYN FULLER 3600 ARCO CORPORATE DR, STE 100 CHARLOTTE NC 28273

Claim Name	Address Information
AXIS INSURANCE CO.	92 PITTS BAY ROAD AXIS HOUSE PEMBROKE HM 08 BERMUDA
AXIS INSURANCE CO.	1211 AVENUE OF THE AMERICAS 24TH FLOOR NEW YORK NY 10036
BAILEY & GLASSER LLP	ATTN: BENJAMIN BAILEY 210 CAPITOL STREET, CHARLESTON WV 25301
BAKER & HOSTETLER LLP	ATTN: TOM WARREN 127 PUBLIC SQUARE, SUITE 2000 KEY TOWER CLEVELAND OH 44114
BAKKE GRINOLDS WIEDERHOLT	ATTN: RANDALL BAKKE 300 WEST CENTURY AVENUE BISMARCK ND 58503
BARBARA ANN RANSING	AND WILLIAM H. RANSING, JR. C/O JAMES FOERSTNER 1600 MARKET STREET - SUITE 3800 PHILADELPHIA PA 19103
BARBARA MAE GOWER	BARBARA L. CLAUSER, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
BERKLEY REGIONAL INSURANCE CO.	475 STEAMBOAT ROAD FLOOR 1 GREENWICH CT 06830-7144
BERNICE E. PICCIANO ET AL	BONNIE SUTTLES, SUCCESSOR-IN-INTEREST C/O LANZONE MORCAN, LLP 5001 AIRPORT PLAZA D!IVE, SUITE 210 LONG BEACH CA 90815
BLAIR, JEFF	ATTN: MICHAEL WM WARREN C/O WARREN LAW FIRM, LLC 174 WEST MAIN STREET CHILLICOTHE OH 45601
BLANK ROME LLP	(COUNSEL TO RD CREDIT LLC) ATTN: STANLEY B TARR 1201 NORTH MARKET ST, STE 800 WILMINGTON DE 19801
BLEEKE DILLON CRANDALL, PC	ATTN: J. RICHARD MOORE 8470 ALLISON POINTE BLVD, STE 420 INDIANAPOLIS IN 46250
BOEHL, STOPHER & GRAVES	ATTN: TIARA SHOTER AEGON CENTER, SUITE 2300 400 WEST MARKET STREET LOUISVILLE KY 40202
BONNIE STEPHANY	RAYMOND J. STEPHANY, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
BOWLES RICE	600 QUARRIER ST. CHARLESTON WV 25301
BRIAN PERRY	3 EXMOOR TOLEDO OH 43615
BROOKSVILLE REAL PROPERTY LLC	325 JERSEY ST TRENTON NJ 08611
BUCHANAN, INGERSOLL & ROONEY	ATTN: MATT CORSO 701 ALEXANDER PARK, SUITE 300 PRINCETON NJ 08540
BUCKINGHAM, DOOLITTLE & BURROUGHS	ATTN: DIRK RIEMENSCHNEIDER ONE CLEVELAND CENTER 1375 EAST 9TH ST, SUITE 1700 CLEVELAND OH 44114
BURNS, WHITE	ATTN: BILL MUNDY 100 FOUR FALLS, STE 515 1001 CONSHOHOCKEN STATE RD WEST CONSHOHOCKEN PA 19428
BURTON SILVERSTEIN	179 MCNAMARA RD SPRING VALLEY NY 10977
BUTLER MO SNF REALTY LLC	ATTN: AARON FRIEDMAN, MANAGER C/O THE ROSDEV GROUP 7077 AVE DU PARC, STE. 600 MONTREAL QC H3N 1X7 CANADA
CARL R. MAHAFFEY	C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19106
CAROLYN PAYNE	C/O GREEN, SCHAFLE & GIBBS MICHAEL C. SCHAFLE 100 S. BROAD ST., #1218 PHILADELPHIA PA 19145
CENTER TX SNF REALTY LLC	ATTN: AARON FRIEDMAN, MANAGER C/O THE ROSDEV GROUP 7077 AVE DU PARC, STE. 600 MONTREAL QC H3N 1X7 CANADA
CENTERBURG RE GROUP LLC	C/O SABER HEALTHCARE GROUP LLC ATTN: GEORGE S REPCHICK, PRESIDENT 26691 RICHMOND RD BEDFORD HEIGHTS OH 44146
CENTERBURG RE GROUP LLC	C/O SABER HEALTHCARE GROUP LLC ATTN: GREGORY S NICOLUZAKIS, GENERAL COUNSEL, 26691 RICHMOND RD BEDFORD HEIGHTS OH 44146
CENTERS FOR MEDICARE MEDICAID	SERVICES CMS 7500 SECURITY BOULEVARD BALTIMORE MD 21244-1850
CHANGE HEALTHCARE TECHNOLOGIES LLC	5995 WINDWARD PKWY, MSTP 4901 ALPHARETTA GA 30005
CHERRY HILL REAL PROPERTY LLC	325 JERSEY ST TRENTON NJ 08611
CHRISTINE GLADIEUX	512 S. LALLENDORF OREGON OH 43616
CHRISTOPHER EAST HEALTH CARE CENTER	OF LOUISVILLE KY LLC 333 N. SUMMIT STREET, 16TH FLOOR TOLEDO OH 43604
CHUBB CUSTOM	1133 AVENUE OF THE AMERICAS NEW YORK NY 10036

Claim Name	Address Information
CLAYTON D. ROBERTS	SHERRI L. HIGH, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
CLYDE W. ZIMMERMAN, JR.	C/O G. CLINTON KELLEY 304 ROSS STREET, 7TH FLOOR PITTSBURGH PA 15219
COCHENOUR, ROSE	ATTN: MICHAEL WM WARREN C/O WARREN LAW FIRM, LLC 174 WEST MAIN STREET CHILLICOTHE OH 45601
COLE, SCOTT & KISSANE	ATTN: GENE KISSANE DADELAND CENTRE II SUITE 1400 9150 S DADELAND BLVD MIAMI FL 33156
COZEN & O'CONNOR	ATTN: GENE GIOTTO 500 GRANT STREET, SUITE 2900 PITTSBURGH PA 15219
CSCV REAL ESTATE HOLDINGS LLC	ATTN: BRIAN REYNOLDS, MANAGER 1422 CLARKVIEW ROAD BALTIMORE MD 21209
CSV SNF WRANGLER LLC	1442 CLARKVIEW RD. BALTIMORE MD 21209
CURRANT HOLDINGS LLC(S.OGDEN OPERATIONS)	RE: 5540 S 1050 EAST LLC ATTN: JOE ALEGRE, CFO 100 E SAN MARCOS BLVD STE 200 SAN MARCOS CA 92069
CURRANT HOLDINGS LLC(S.OGDEN OPERATIONS)	C/O SANDERS, REHASTE, STERNESHEIN & HARVEY LLP ATTN: GARY SANDERS ESQ 5316 EAST CHAPMAN AVE ORANGE CA 92869
DALLAS TX SNF REALTY LLC	ATTN: AARON FRIEDMAN, MANAGER C/O THE ROSDEV GROUP 7077 AVE DU PARC, STE. 600 MONTREAL QC H3N 1X7 CANADA
DANIEL BRIDGE	JUDITH BRIDGE, AS EXECUTRIX C/O WILKES & MCHUGH, P.A. 437 GRANT STREET, SUITE 912 PITTSBURGH PA 15219
DANIEL HILL KIGHT	2013 ORCHARD RD TOLEDO OH 43606
DAVID B. LANNING	806 COPLEY LANE SILVER SPRING MD 20904
DAVID BRUCE PARKER	2154 TREMONT RD COLUMBUS OH 43221
DAVISS COUNTY HOSPITAL	ATTN: DAVID BIXLER, CHIEF EXECUTIVE OFFICER 1914 WALNUT ST WASHINGTON IN 47501
DE LA CRUZ, ROSALINDA, BY SUCCESS IN INT	ATTN: BRYAN LAMB & GENEVIEVE GUERTIN C/O LAMB & FRISCHER LAW FIRM 1388 SUTTER STREET, SUITE 815 SAN FRANCISCO CA 94109
DE LA CRUZ, VERONICA	BRYAN LAMB & GENEVIEVE GUERTIN LAMB & FRISCHER LAW FIRM 1388 SUTTER STREET, SUITE 815 SAN FRANCISCO CA 94109
DEACON, MOULDS & SMITH	ATTN: GAIL MOULDS 100 SECOND AVE SOUTH 902-S ST. PETERSBURG FL 33701
DEAN SHIPMAN	337 WEST 7TH STREET PERRYSBURG OH 43551
DEBRA MOORE	3058 WOLF CT. DEKALB IL 60115
DELAINE RICE-WHITE	1170 FALLING PINE COURT WINTER SPRINGS FL 32708
DELAWARE STATE TREASURY	820 SILVER LAKE BLVD, STE 100 DOVER DE 19904
DENISE MORATAYA, ET AL.	C/O THE PODOR LAW FIRM, LLC 33565 SOLON RD SOLON OH 44139
DENNIS A. HYNES	TERRI L. CERKLEFSKI, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
DEVON MANOR-DEVON PA, LLC	C/O J. BRIAN O'NEILL RENAISSANCE BLVD. FOURTH FLOOR KING OF PRUSSIA PA 19406
DONOVAN, RICHARD	C/O WILKES & MCHUGH 437 GRANT ST. PITTSBURGH PA 15231
DTG OPERATIONS, INC.	5330 EAST 31ST STREET TULSA OK 74135
EATON GARDENS REAL ESTATE LLC	C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD STREET LAWRENCE NY 11559
EATON GARDENS REHABILITATION	AND CARE CENTER LLC C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD STREET LAWRENCE NY 11559
ELIZABETH M. KACZOR	1966 W. TEMPERANCE RD. TEMPERANCE MI 48182
EMMA JOHNSON	C/O SCHUSTER JACHETTI, LLP 3407 LANCASTER PIKE, SUITE A WILMINGTON DE
ENDERS, PERRY	ATTN D JOSEPH CHAPMAN, ESQ 209 STATE STREET HARRISBURG PA 17101
ERIC JOHN TALBERT	7231 STONEMASTER CT MAUMEE OH 43537

Claim Name	Address Information
ERNST & YOUNG LLP	ONE SEAGATE STE 1200 TOLEDO OH 43604
ESTATE OF ANN D. STEVENSON	ROBIN LYNN GREEN, AS ADMINISTRATOR C/O REDDICK MOSS 1500 JFK BLVD., SUITE 1145 PHILADELPHIA PA 19106
ESTATE OF ANNA MARIE DRANGINIS	AMY ROSE SEIGFRIED, AS ADMINISTRATRIX C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF ANTHONY J. RATKIEWICZ	CHRISTINA M. LOWE, EXECUTRIX OF FOR TH C/O WILKES & MCHUGH 437 GRANT ST. PITTSBURGH PA 15219
ESTATE OF BERNIECE L. SCHMAUCH	SHELDON MOCK, EXECUTOR C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF BETTY J. BUICK	LINDA CAPPIO, AS ADMINISTRATOR C/O WILKES & MCHUGH, P.A. 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF CARMEN J. BADOLATO	CATHERINE BADOLATO STONIS, AS EXECUTRIX C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF CAROLYN L. BARNARD	KELLY, SUSAN M., ADMINISTRATRIX C/O WILKES & MCHUGH 437 GRANT ST. PITTSBURGH PA 15219
ESTATE OF CHARLES MARTINIE	TERRY MARTINIE, INDEPENDENT EXECUTOR C/O SPIROS LAW, P.C. 2807 N. VERMILION, SUITE 3 DANVILLE IL 61832
ESTATE OF CLAUDETTE KLETZ	GINA KLETZ, AS INDENDENT EXECUTOR C/O LEVIN & PERCONTI 325 NORTH LASALLE STREET, SUITE 450 CHICAGO IL 60654
ESTATE OF CLAYTON L. TRAVER	IRENE TRAVER, ADMINISTRATRIX C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF CRAIG L. HENRY	DORRINE HENRY, AS ADMINISTRATRIX C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF ELIZABETH HANRAHAN	KANDIC KIMBERLY HANRAHAN, ADMINISTRATOR C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF ELIZABETH M. DZIEDZIC	CRAIG PATRICK DZIEDZIC, EXECUTOR C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF FELIX F. TROZZI, DECEASED	JAMES N. TROZZI, EXECUTOR C/O WILKES & MCHUGH 437 GRANT ST. PITTSBURGH PA 15219
ESTATE OF FERN E. HERB	MARK M. HERB, CO-EXECUTOR OF THE C/O LEON AUSSPRUNG, MD, LLC 1429 WALNUT STREET, #300 PHILADEPHIA PA 19102
ESTATE OF GARY E. STETTS	SELENA R. STETTS, ADMINISTRATRIX C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF GARY R. MALIZIO	MALIZIO, BARBARA L. C/O WOOMER & HALL LLP 2945 BANKSVILLE RD., SUITE 200 PITTSBURGH PA 15216
ESTATE OF GRACE A. BOYLE	PAULETTE E. JONES, AS ADMINISTRATRIX C/O REDDICK MOSS 1500 JFK BLVD., SUITE 1145 PHILADELPHIA PA 19106
ESTATE OF HARRY E. SOLLENBERGER	CHERYL COLDWELL AS ADMINISTRATRIX C/O REDDICK MOSS 1500 JFK BLVD., SUITE 1145 PHILADELPHIA PA 19106
ESTATE OF HERBERT C. WISLER	H RANDALL & H KEITH WISLER, CO-EXECUTORS C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF JAMES F. CLUTTERBUCK	FRANK S. CLUTTERBUCK, ADMINISTRATOR C/O LEON AUSSPRUNG, MD, LLC 1429 WALNUT STREET, #300 PHILADEPHIA PA 19102
ESTATE OF JOHN BAGOTAI	JOSEPH F. BAGOTAI, ADMINISTRATOR C/O RUBIN, GLICKMAN, STEINBERG & GIFFORD 2605 NORTH BRAD ST. COLMAR PA 18915
ESTATE OF JOHN HECK	JANE HECK, ADMINISTRATOR C/O GREEN SCHAFLE & GIBBS; M. SCHAFLE 100 S. BROAD ST., #1218 PHILADELPHIA PA 19145
ESTATE OF JOHN J. DUGAN	PATRICIA SIDOTE, EXECUTRIX C/O THE FERRARA LAW FIRM 601 LONGWOOD AVE. CHERRY HILL NJ 08002
ESTATE OF JOSE DIAZ, THE	BLAKE A. DICKSON, ESQ. THE DICKSON FIRM, LLC 3401 ENTERPRISE PARKWAY, SUITE 420 BEACHWOOD OH 44122
ESTATE OF JUAN D. DIAZ	JOSE DIAZ, AS THE PR C/O THE DICKSON FIRM, LLC 3401 ENTERPRISE, SUITE 420 BEACHWOOD OH 44122
ESTATE OF JUANITA PAYNE	ATTN: MICHAEL WM WARREN WARREN LAW FIRM, LLC 174 WEST MAIN ST CHILLICOTHE OH 45601
ESTATE OF KAREN A. CREMEANS, DECEASED	WILLIAM CREMEANS, AS THE ADMINISTRATOR C/O MICHAEL BENSON 36 SOUTH PAINT STREET CHILLICOTHE OH 45601
ESTATE OF KARL MEYER	CHRIS MEYER AS INDEPENDENT ADMINISTRATOR C/O SPIROS LAW 2807 N. VERMILION STREET, SUITE 3 DANVILLE IL 61832
ESTATE OF KATHERINE LAMAR	PRINCESS MITCHELL, AS THE PERSONAL REP. C/O THE DICKSON FIRM, LLC 3401 ENTERPRISE, SUITE 420 BEACHWOOD OH 44122
ESTATE OF KATHERINE LAMAR, THE	BLAKE A. DICKSON, ESQ. THE DICKSON FIRM, L.L.C. 3401 ENTERPRISE PARKWAY, SUITE 420 BEACHWOOD OH 44122
ESTATE OF LAVERNE HOLOHAN	MAUREEN SHACKELTON, EXECUTRIX C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102

Claim Name	Address Information
ESTATE OF LB BAILEY	JUANITA ASHFORD, INDEPENDENT ADMIN. C/O SPIROS LAW, P.C. 2807 N. VERMILION, SUITE 3 DANVILLE IL 61832
ESTATE OF LENORA BLANCHE PERRY	WILLIAM E. PERRY, AS ADMINISTRATOR C/O WILKES & MCHUGH, P.A. 437 GRANT STREET, SUITE 912 PITTSBURGH PA 15219
ESTATE OF LOLA SMITH	RANDY SMITH & NANCY VONLANKEN, EXECUTORS C/O SPIROS LAW, P.C. 2807 N. VERMILION, SUITE 3 DANVILLE IL 61832
ESTATE OF LORRAINE BENSON	BARBARA BENSON, AS IND. ADMINISTRATOR C/O LEVIN & PERCONTI 325 NORTH LASALLE STREET, SUITE 450 CHICAGO IL 60654
ESTATE OF LYNN M. RUSSELL	JOHN M. RUSSELL, EXECUTOR C/O WILKES & MCHUGH 437 GRANT ST. PITTSBURGH PA 15219
ESTATE OF MARGARET FLEMING	WILLIAM FLEMING, JR., AS ADMINISTRATOR C/O REDDICK MOSS 1500 JFK BLVD., SUITE 1145 PHILADELPHIA PA 19106
ESTATE OF MARGARET R. CORDER	ALEX L. CAMERON, AS EXECUTOR C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF MARGARET W. MATHIS	ANN M. SPANGLER, EXECUTRIX C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF MARY A. HANDS	SANDRA LEE TOPA, EXECUTRIX C/O SAVOCA JUSTICE 1525 OREGON PIKE, SUITE 501 LANCASTER PA 17601
ESTATE OF MARY ELIZABETH MCCLAIN	JOYCETTA WITHERSPOON, ADMINISTRATOR-DBN C/O MAHER LAW FIRM 1515 MARKET STREET, SUITE 810 PHILADELPHIA PA 19102
ESTATE OF MARY ETTA YOUNGBLOOD	MARY BETH YOUNGBLOOD, ON BEHALF OF THE C/O MCHUGH FULLER LAW GROUP 97 ELIAS WHIDDON RD. HATTIESBURG MS 39402
ESTATE OF MARY GRASSO	PATRICK T. MURPHY, ESQ DWORKEN & BERNSTEIN CO LPA 60 SOUTH PARK PLACE PAINESVILLE OH 44077
ESTATE OF MARY MCCLAIN	161 N CLARK ST STE 3050 CHICAGO IL 60601-3347
ESTATE OF MARY ROSE MYERS	CURVIN MYERS, AS ADMINISTRATOR C/O REDDICK MOSS 1500 JFK BLVD., SUITE 1145 PHILADELPHIA PA 19106
ESTATE OF MATTIE CHRISTOPHER	SHARON CHRISTOPHER-MIKELL, ADMIN. C/O LEVIN & PERCONTI 325 NORTH LASALLE STREET, SUITE 450 CHICAGO IL 60654
ESTATE OF MCKINLEY C. LOVETT	HATTIE D. LOVETT, ADMINISTRATRIX C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF PATRICIA A. DITZE AND SPOUSE	DAVID M. DITZE, AS ADMINISTRATOR C/O FELDMAN SHEPHERD 1845 WALNUT STREET PHILADELPHIA PA 19103
ESTATE OF PATSY R. EMIG	COMPLAINT: BURTON A. EMIG, EXECUTOR C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF PATSY ROLLER	BRIAN AXE, AS ADMIN. PENDENTE LITEL C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF PAULINE JENNINGS, DECEASED	VICTORIA J. JENNINGS, AS ADMINISTRATRIX C/O REDDICK MOSS 1500 JFK BLVD., SUITE 1145 PHILADELPHIA PA 19106
ESTATE OF RALPH CRAWFORD	DEBORAH CRAWFORD, PERSONAL REP. C/O PRIBANIC & PRIBANIC 513 COURT PLACE PITTSBURGH PA 15219
ESTATE OF RAYMOND MARETT, THE	JOSEPH H. LEMKIN, ESQ. STARK & STARK PC PO BOX 5315 PRINCETON NJ 08543
ESTATE OF RICKY A. JOYNER	CARMEN JOYNER, AS ADMINISTRATRIX C/O REDDICK MOSS 1500 JFK BLVD., SUITE 1145 PHILADELPHIA PA 19106
ESTATE OF ROBERT A. CORNELIUS	JENNIFER CARPELLA, ADMINISTRATOR C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF ROBERT R. CASSELLA	LYNN KAPUSINSKI, EXECUTRIX C/O WILKES & MCHUGH 437 GRANT ST. PITTSBURGH PA 15219
ESTATE OF RONALD POWERS	BETH POWERS, AS ADMINISTRATRIX C/O PATBERG, CARMODY & GING DEUTSCHTOWN CENTER, 801 VINIAL ST 3RD FL PITTSBURGH PA 15212
ESTATE OF ROSALINDA DE LA CRUZ	VERONICA DE LA CRUZ, REPRESENTATIVE C/O LAMB & FRISCHER LAW FIRM, LLP 1388 SUTTER STREET, SUITE 815 SAN FRANCISCO CA 94109
ESTATE OF ROSALINDA DE LA CRUZ	BRYAN LAMB & GENEVIEVE GUERTIN LAMB & FRISCHER LAW FIRM 1388 SUTTER STREET, SUITE 815 SAN FRANCISCO CA 94109
ESTATE OF ROSE E. ANDERSON	ALBERT M. ANDERSON, ADMINISTRATOR C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF RUTH PATRICIA DICKMAN	PATRICIA E. ROZMES, AS EXECUTRIX FOR THE C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF SAMUEL R. BRACE	CATHERINE G. BRACE, ADMINISTRATOR C/O WILKES & MCHUGH 437 GRANT ST. PITTSBURGH PA 15219
ESTATE OF SHELBY BRANDON	DEBRA BRANDON AND LISA BEASLEY, PR C/O PRIETO MARIGLIANO HOLBERT & PRIETO TWO RAVINIA DRIVE, SUITE 1330 ATLANTA GA 30346
ESTATE OF THOMAS DAGENAIS, SR.	THOMAS DAGENAIS, JR., INDEPENDENT ADMIN. C/O BERENZ LAW NETWORK PROFESSIONAL CORP 134 NORTH LASALLE STREET, SUITE 1515 CHICAGO IL

Claim Name	Address Information
	60602
ESTATE OF THOMAS I. SLEE	KEVIN R. MILEY, EXECUTOR C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF THOMAS WILLIAMS, DECEASED	BRENDA WILLIAMS, ADMINISTRATRIX C/O ROSENBAUM & ASSOCIATES 1818 MARKET ST., #3200 PHILADELPHIA PA 19103
ESTATE OF VELMA FORD	DOROTHY WEBSTER, AS INDEPENDENT ADMIN. C/O GORDON AND CENTRACCHIO, L.L.C. 211 WEST WACKER DRIVE, SUITE 500 CHICAGO IL 60606
ESTATE OF VENESSA MILLER-RABB, DECEASED	JESSE RABB JR., ADMINISTRATOR C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF WENDELL PAUL JENKINS	DIANE M. JENKINS, AS ADMINISTRATRIX C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
ESTATE OF WILLIAM J. ZIMMERMAN	JASON R. ULSHAFFER, EXECUTOR C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
EVANGELINE HERMAN	C/O REDDICK MOSS 1500 JFK BLVD., SUITE 1145 PHILADELPHIA PA 19109
EXCELAS LLC	ATTN: JEAN C. BOURGEOIS 387 GOLF VIEW LN #200 CLEVELAND OH 44143
FAIRFIELD GARDENS REAL ESTATE LLC	C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD STREET LAWRENCE NY 11559
FAIRFIELD GARDENS REHABILITATION	AND CARE CENTER LLC C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD STREET LAWRENCE NY 11559
FIRST MERCURY INSURANCE COMPANY	525 WEST MONROE STREET SUITE 1600 CHICAGO IL 60661
FIRST MERCURY INSURANCE COMPANY	26600 TELEGRAPH ROAD SOUTHFIELD MI 48033
FLORENCE DAGENAIS	THOMAS DAGENAIS, JR., AS GUARDIAN C/O BERENZ LAW NETWORK PROFESSIONAL CORP 134 NORTH LASALLE STREET, SUITE 1515 CHICAGO IL 60602
GAIL MAYS	WILLIAM MAYS, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
GARDEN HEALTHCARE OF ROCKY RIVER	PROPERTY LLC ATTN: EPHRAIM LAHASKY, SENIOR VP 34 LORD AVE LAWRENCE NY 11559
GARDEN HEALTHCARE OF ROCKY RIVER LLC	ATTN: EPHRAIM LAHASKY, SENIOR VICE PRESIDENT 34 LORD AVE LAWRENCE NY 11559
GARDEN REHAB AND HEALTH CARE	REAL ESTATE LLC C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD STREET LAWRENCE NY 11559
GARDEN REHAB AND HEALTH CARE AT	VICTORIAN VILLAGE LLC C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD STREET LAWRENCE NY 11559
GENERAL SECURITY INSURANCE	818 WEST SEVENTH STREET SUITE 930 LOS ANGELES CA 90017
GENEVA HOOVER	ALICIA DEMMITT, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
GOODELL DEVIRES LEECH & DANN, LLP	ATTN: TOM MONAHAN ONE SOUTH STREET 20TH FLOOR BALTIMORE MD 21202
GRAHAM, KATHLEEN	C/O ANDREW T NEUWIRTH, ESQ 2200 RENAISSANCE BLVD, STE 270 KING OF PRUSSIA PA 19406
GRASSO, JOSEPH	PATRICK T. MURPHY, ESQ DWORKEN & BERNSTEIN CO LPA 60 SOUTH PARK PLACE PAINESVILLE OH 44077
GRASSO, WILLIAM	PATRICK T. MURPHY, ESQ DWORKEN & BERNSTEIN CO LPA 60 SOUTH PARK PLACE PAINESVILLE OH 44077
GREG MILANICH	8442 SETTLER'S PASSAGE BRECKSVILLE OH 44141
GREGORY A. FOLK	C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19134
GUST ROSENFELD, PLC	ATTN: JIM KAUCHER ONE EAST WASHINGTON ST., SUITE 1600 PHOENIX AZ 85004
HALL BOOTH SMITH	ATTN: TREY REESE 191 PEACHTREE STREET, SUITE 2900 ATLANTA GA 30303
HAMDEN CT MC REALTY LLC	ATTN: AARON FRIEDMAN, MANAGER C/O THE ROSDEV GROUP 7077 AVE DU PARC, STE. 600 MONTREAL QC H3N 1X7 CANADA
HARLEY WESLEY CLARK	LOIS ALICE CLARK, AS ADMINISTRATRIX C/O WILKES & MCHUGH, P.A. 437 GRANT STREET, SUITE 912 PITTSBURGH PA 15219
HAVEN OF TUCSON LLC	ATTN: BRETT ROBERTSON 31755 S COAST HWY STE 300 LAGUNA BEACH CA 92651

Claim Name	Address Information
HAVEN OF TUCSON LLC	C/O ROBERT SAMUELIAN ESQ 1 WHITECLIFF LAGUNA NIGUEL CA 92677
HAVEN TUCSON REAL ESTATE LLC	ATTN: BRETT ROBERTSON 31755 S COAST HWY STE 300 LAGUNA BEACH CA 92651
HCP I-B PROPERTIES, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP MARYLAND PROPERTIES, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES OF ALEXANDRIA VA, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES OF ARLINGTON VA, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES OF MIDWEST CITY OK, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES OF OKLAHOMA CITY	(NORTHWEST), LLC ATTN: DAVID HADDOCK 7315 WISCONSIN AVE., SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES OF OKLAHOMA CITY	(SOUTHWEST), LLC ATTN: DAVID HADDOCK 7315 WISCONSIN AVE., SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES OF TULSA OK, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES, LP	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-ARDEN COURTS OF	ANNANDALE VA, LLC ATTN: DAVID HADDOCK 7315 WISCONSIN AVE., SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-CHARLESTON OF	HANAHAN SC, LLC ATTN: DAVID HADDOCK 7315 WISCONSIN AVE., SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-COLUMBIA SC, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-FAIR OAKS OF	FAIRFAX VA, LLC ATTN: DAVID HADDOCK 7315 WISCONSIN AVE., SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-IMPERIAL OF	RICHMOND VA, LLC ATTN: DAVID HADDOCK 7315 WISCONSIN AVE., SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-MEDICAL CARE CENTER-	LYNCHBURG VA, LLC ATTN: DAVID HADDOCK 7315 WISCONSIN AVE., SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-OAKMONT	EAST-GREENVILLE SC, LLC ATTN: DAVID HADDOCK 7315 WISCONSIN AVE., SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-OAKMONT	WEST-GREENVILLE SC, LLC ATTN: DAVID HADDOCK 7315 WISCONSIN AVE., SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-OAKMONT OF UNION SC, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-SALMON CREEK WA, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-STRATFORD HALL OF	RICHMOND VA, LLC ATTN: DAVID HADDOCK 7315 WISCONSIN AVE., SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-UTICA RIDGE IA, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-WEST	ASHLEY-CHARLESTON SC, LLC ATTN: DAVID HADDOCK 7315 WISCONSIN AVE., SUITE 550 EAST BETHESDA MD 20814
HCP PROPERTIES-WINGFIELD HILLS NV, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP SCHOENHERR-ROAD PROPERTY, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP STERLING HEIGHTS MI PROPERTY, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP TWINSBURG OH PROPERTY, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCP WEST VIRGINIA PROPERTIES, LLC	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
HCR II HEALTHCARE, LLC	333 N. SUMMIT STREET, 16TH FLOOR TOLEDO OH 43604
HE ESTATE OF DONNA K. DICK, DECEASED	HEATHER BRANT ET AL C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
HEARTLAND OF BROOKSVILLE FL LLC	325 JERSEY ST TRENTON NJ 08611
HEARTLAND OF CENTERBURG OH, LLC	26691 RICHMOND RD BEDFORD HEIGHTS OH 44146

Claim Name	Address Information
HEARTLAND OF CLARKSBURG WV, LLC	700 CHAPPELL ROAD CHARLESTON WV 25304
HEARTLAND OF EATON OH, LLC	C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD AVE. LAWRENCE NY 11559
HEARTLAND OF HOLLAND MI, LLC	HOLLAND REALTY HOLDINGS, LLC C/O APERION CARE, INC. 4655 W. CHASE AVE. LINCOLNWOOD IL 60712
HEARTLAND OF JACKSON MI LLC	JACKSON REALTY HOLDINGS, LLC 22 TAFT AVENUE LAKEWOOD NJ 08701
HEARTLAND OF KALAMAZOO MI, LLC	KALAMAZOO REALTY HOLDINGS, LLC C/O APERION CARE, INC. 4655 W. CHASE AVE. LINCOLNWOOD IL 60712
HEARTLAND OF KEYSER WV, LLC	700 CHAPPELL ROAD CHARLESTON WV 25304
HEARTLAND OF MARTINSBURG WV, LLC	700 CHAPPELL ROAD CHARLESTON WV 25304
HEARTLAND OF MARYSVILLE OH, LLC	C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD AVE. LAWRENCE NY 11559
HEARTLAND OF RAINELLE WV, LLC	700 CHAPPELL ROAD CHARLESTON WV 25304
HEARTLAND OF SAGINAW MI LLC	SAGINAW REALTY HOLDINGS II, LLC 22 TAFT AVENUE LAKEWOOD NJ 08701
HEARTLAND OF URBANA OH LLC	26691 RICHMOND RD BEDFORD HEIGHTS OH 44146
HEARTLAND OF WEST HOUSTON TX LLC	C/O THE ROSDEV GROUP 7077 AVE DU PARC STE. 600 MONTREAL QC H3N 1X7 CANADA
HEARTLAND WILLOWBROOK OF HOUSTON TX LLC	C/O THE ROSDEV GROUP 7077 AVE DU PARC STE. 600 MONTREAL QC H3N 1X7 CANADA
HEARTLAND-FAIRFIELD OF PLEASANTVILLE OH,	LLC C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD AVE. LAWRENCE NY 11559
HEARTLAND-INDIAN LAKE OF LAKEVIEW OH LLC	26691 RICHMOND RD BEDFORD HEIGHTS OH 44146
HEARTLAND-LANSING OF BRIDGEPORT OH, LLC	C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD AVE. LAWRENCE NY 11559
HEARTLAND-MT. AIRY OF CINCINNATI OH, LLC	C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD AVE. LAWRENCE NY 11559
HEARTLAND-PRESTON COUNTY OF	KINGWOOD WV, LLC 700 CHAPPELL ROAD CHARLESTON WV 25304
HEARTLAND-VICTORIAN VILLAGE OF COLUMBUS	OH, LLC C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD AVE. LAWRENCE NY 11559
HEARTLAND-WILLOW LANE OF BUTLER MO LLC	C/O THE ROSDEV GROUP 7077 AVE DU PARC STE. 600 MONTREAL QC H3N 1X7 CANADA
HERLINDA CHAVEZ	C/O HORWITZ, HORWITZ, AND ASSOCIATES LTD 25 E. WASHINGTON, SUITE 900 CHICAGO IL 60602
HEWLETT PACKARD	3000 HANOVER ST PALO ALTO CA 94304
HOLIDAY NURSING CENTER - CENTER TX LLC	C/O THE ROSDEV GROUP 7077 AVE DU PARC STE. 600 MONTREAL QC H3N 1X7 CANADA
HOOD LAW FIRM	ATTN: MOLLY CRAIG 172 MEETING STREET CHARLESTON SC 29401
HUNTINGTON NATIONAL BANK	C/O CHERYL HOLM 519 MADISON AVENUE TOLEDO OH 43604
HYLANT-MACLEAN, INC	ATTN: J. SCOTT STEWART 811 MADISON AVE PO BOX 1687 TOLEDO OH 43603-1687
IDA RUPP, INDIVIDUALLY	D PAUL RUPP, SR., INDIVIDUALLY C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
INDIAN LAKE RE GROUP LLC	C/O SABER HEALTHCARE GROUP LLC ATTN: GEORGE S REPCHICK, PRESIDENT 26691 RICHMOND RD BEDFORD HEIGHTS OH 44146
INDIAN LAKE RE GROUP LLC	C/O SABER HEALTHCARE GROUP LLC ATTN: GREGORY S NICOLUZAKIS, GENERAL COUNSEL, 26691 RICHMOND RD BEDFORD HEIGHTS OH 44146
INTERNAL REVENUE SERVICE	P.O. BOX 802501 CINCINNATI OH 45280-2501
J. JAMES PROPERTIES, INC	ENERGY FITNESS ATTN: SHARON HALES 2343 NEW HOLT ROAD PADUCAH KY 42003
J. JAMES PROPERTIES, INC	ATTN: SARAH MCGEE PO BOX 2305 PADUCAH KY 42002
JACK H. HARRISON	RHONDA M. HARRISON, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 437 GRANT ST. PITTSBURGH PA 15219

Claim Name	Address Information
JACKSON OPCO LLC	ATTN: DOV GREEN, MANAGER C/O PREFERRED CARE 22 TAFT AVENUE LAKEWOOD NJ 08701
JACKSON REALTY HOLDINGS LLC	ATTN: DOV GREEN, MANAGER C/O PREFERRED CARE 22 TAFT AVENUE LAKEWOOD NJ 08701
JAMES PHILIP PAGOAGA	21 WINDING CREEK PLACE SYLVANIA OH 43560
JANET A. MASTRANGELO	2522 SHEPHERD CT POWELL OH 43065-7148
JARMAN, JOHN BY SUCCESSOR JANICE JARMAN	C/O LANZONE MORGAN LLP ATTN KATHRYN B SALMOND, ESQ. 5001 AIRPORT PLAZA DRIVE, SUITE 210 LONG BEACH CA 90815
JEAN M. PALMER	KENNETH AND LINDA PALMER, CO-GUARDIANS C/O WILKES & MCHUGH, P.A. ONE NORTH DALE MABRY, SUITE 800 TAMPA FL 33610
JEANNETTE PAYNE	C/O PATRICK CAVANAUGH 200 FIRST AVE., SUITE 300 THE WATERFRONT BLDG., 707 GRANT STREET PITTSBURGH PA 15222
JEFF HARRIS	25536 SEMINARY RD PERRYSBURG OH 43551
JEFFREY B. GILMORE	JOANNE FARRAH, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
JOHN COSTELL, SR.	KIM CHALMERS, INDIVIDUALLY C/O MCHUGH FULLER LAW GROUP, PLLC 97 ELAS WHIDDON RD. HATTIESBURG MS 39402
JOHN HUBER	2779 STONEFENCE DRIVE PERRYSBURG OH 43551
JOHN K. GRAHAM	3547 HILL RIVER DRIVE TOLEDO OH 43615
JOYLIN NATION	15985 VOYAGEURS PLACE WELLINGTON FL 33414-9073
JULIE A. BECKERT	3911 BUELL AVE TOLEDO OH 43613
KAREN H. BECHTEL	THE CARLYLE GROUP 520 MADISON AVENUE NEW YORK NY 10022
KATHRYN SUE HOOPS	24708 MCCUTCHEVILLE RD PERRYSBURG OH 43551
KENDRA WILLIAM	857 S 115TH AVENUE OSBORNE KS 67473
KENNETH SMITH	LINDA SMITH, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
KENNETH WETZEL	C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19146
KIRK & CHANEY	ATTN: JAKE JONES 14000 QUAIL SPRINGS PARKWAY STE 3500 OKLAHOMA CITY OK 73134
KIRK POMPEO	1309 NIGHTINGALE LANE GOSHEN KY 40026
KLINEDINST, LAURA, AS ADMINSTRATRIX	OF THE ESTATE OF KENNETH ERNEST ATTN D JOSEPH CHAPMAN, ESQ 209 STATE STREET HARRISBURG PA 17101
L. MARTIN GRABIJAS	2682 RAVINE SIDE NORTH HOWELL MI 48843
LANSING GARDENS REAL ESTATE LLC	C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD STREET LAWRENCE NY 11559
LANSING GARDENS REHABILITATION	AND CARE CENTER LLC C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD STREET LAWRENCE NY 11559
LARRY E. HIGGINS	BECKIE J. HIGGINS-AREY, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
LAVINA G. WACHTER	C/O LEON AUSSPRUNG, MD, LLC 1429 WALNUT STREET, SUITE 300 PHILADELOPHIA PA 19102
LEOTA LEFEVER GANDY	MICHAEL A. BIECHLER, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
LEXINGTON INSURANCE COMPANY	99 HIGH ST, FLOOR 24 BOSTON MA 02110-2378
LEXINGTON REHABILITATION AND NURSING	CENTER-LEXINGTON SC, LLC 27101 PUERTA REAL SUITE 450 MISSION VIEJO CA 92691
LIBERTY MUTUAL INSURANCE CO.	175 BERKELEY STREET BOSTON MA 02116
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LINDA EMMETT	10408 MEADOWLARK CT. EAST BONNEY LAKE WA 98391

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LOUISE JOSEPHINE BRIGGS	C/O WILKES & MCHUGH 437 GRANT ST. PITTSBURGH PA 15237
LOWIS & GELLEN	ATTN: JIM BREAM 175 WEST JACKSON BOULEVARD, SUITE 950 CHICAGO IL 60604
LYNDA GLUCH	8740 PAULINA GROSSE ILE MI 48138
LYNN M. HOOD	6116 CRESCENT KNOLL DR RALEIGH NC 27614-8954
MAKEYTA JONES	457 S DADE AVENUE SAINT LOUIS MO 63135
MANOR CARE INSURANCE, INC.	333 N. SUMMIT STREET, 16TH FLOOR TOLEDO OH 43604
MANOR CARE OF ANDERSON IN LLC	C/O CSV SNF WRANGLER, LLC 1442 CLARKVIEW RD BALTIMORE MD 21209
MANOR CARE OF CHERRY HILL NJ LLC	325 JERSEY ST TRENTON NJ 08611
MANOR CARE OF DALLAS TX LLC	C/O THE ROSDEV GROUP 7077 AVE DU PARC STE. 600 MONTREAL QC H3N 1X7 CANADA
MANOR CARE OF ELGIN IL, LLC	DAMEN HEALTHCARE 5611 DEMPSTER STREET MORTON GROVE IL 60053
MANOR CARE OF KANKAKEE IL, LLC	DAMEN HEALTHCARE 5611 DEMPSTER STREET MORTON GROVE IL 60053
MANOR CARE OF MIDWEST CITY OK, LLC	C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD AVE. LAWRENCE NY 11559
MANOR CARE OF MINOT ND LLC	C/O CSV SNF WRANGLER, LLC 1442 CLARKVIEW RD BALTIMORE MD 21209
MANOR CARE OF OKLAHOMA CITY	(NORTHWEST), LLC 3325 FRENCH PARK DRIVE EDMOND OK 73034
MANOR CARE OF OKLAHOMA CITY (SOUTHWEST),	LLC C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD AVE. LAWRENCE NY 11559
MANOR CARE OF OVERLAND PARK KS LLC	C/O THE ROSDEV GROUP 7077 AVE DU PARC STE. 600 MONTREAL QC H3N 1X7 CANADA
MANOR CARE OF SAN ANTONIO (NORTH) TX LLC	C/O THE ROSDEV GROUP 7077 AVE DU PARC STE. 600 MONTREAL QC H3N 1X7 CANADA
MANOR CARE OF SHAWANO WI LLC	C/O CSV SNF WRANGLER, LLC 1442 CLARKVIEW RD BALTIMORE MD 21209
MANOR CARE OF SOUTH OGDEN UT, LLC	100 E. SAN MARCOS BLVD, SUITE 200 SAN MARCOS, CA 92069
MANOR CARE OF TUCSON AZ LLC	C/O CSV SNF WRANGLER, LLC 1442 CLARKVIEW RD BALTIMORE MD 21209
MANOR CARE OF TULSA OK, LLC	C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD AVE. LAWRENCE NY 11559
MANOR CARE OF WEBSTER TX LLC	C/O THE ROSDEV GROUP 7077 AVE DU PARC STE. 600 MONTREAL QC H3N 1X7 CANADA
MANOR CARE OF WILMETTE IL LLC	DAMEN HEALTHCARE 5611 DEMPSTER STREET MORTON GROVE IL 60053
MANOR CARE SHARPCVIEW OF HOUSTON TX LLC	C/O THE ROSDEV GROUP 7077 AVE DU PARC STE. 600 MONTREAL QC H3N 1X7 CANADA
MANOR CARE-ROCKY RIVER OF CLEVELAND OH,	LLC C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD AVE. LAWRENCE NY 11559
MARION M. EAGAN	C/O WILKES & MCHUGH, P.A. ONE NORTH DALE MABRY, SUITE 800 TAMPA FL 33613
MARK GLOTH	2322 HIDDEN BROOK ROAD FINKSBURG MD 21048
MARK MCBRIDE	4244 WINDCREST DRIVE WESLEY CHAPEL FL 33544
MARSH CLEARSIGHT LLC	540 W MADISON ST #1200 CHICAGO IL 60661
MARTIN DAVID ALLEN	7151 WHISPERING OAK SYLVANIA OH 43560

Claim Name	Address Information
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MARY JANE RUPPERT	603 NORTH BLACKHOOF ST. WAPAKONETA OH 45895
MARY L. BELL	C/O WILKES & MCHUGH, P.A. ONE NORTH DALE MABRY, SUITE 800 TAMPA FL 33619
MARYSVILLE GARDENS REAL ESTATE LLC	C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD STREET LAWRENCE NY 11559
MARYSVILLE GARDENS REHABILITATION AND	HEALTH CARE CENTER LLC C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD STREET LAWRENCE NY 11559
MATTHEW S. KANG	3214 CHAPEL CREEK DR PERRYSBURG OH 43551
MCKESSON MEDICAL-SURGICAL MN SUPPLY INC	ATTN STEPHANIE HAMPTON 4345 SOUTHPOINT BLVD JACKSONVILLE FL 32216
MCVEY & PARSKY	ATTN: TIM MCVEY 30 N. LASALLE STREET, SUITE 2100 CHICAGO IL 60602
MELISSA SORENSEN	16591 FREYMAN RD CYGNET OH 43413
MERCEDES-BENZ USA, LLC	ONE MERCEDES DRIVE PO BOX 350 MONTVALE NJ 07645
MICHAEL JOHN REED	627 12TH AVE S NAPLES FL 34102-8002
MICHAEL T. YURCHAK	AMY R. YURCHAK, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
MILTON ROYES	C/O ITZLER & ITZLER 1421 SE 4TH AVENUE, SUITE A FT. LAUDERDALE FL 33316
MT AIRY GARDENS REAL ESTATE LLC	C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD STREET LAWRENCE NY 11559
MT AIRY GARDENS REHABILITATION AND	CARE CENTER LLC C/O GARDEN HEALTHCARE OF ROCKY RIVER LLC 34 LORD STREET LAWRENCE NY 11559
MURRY JAY MERCIER	7110 OAK BLUFF LANE MAUMEE OH 43537
NATIONAL UNION FIRE INS. CO.	175 WATER STREET 18TH FLOOR NEW YORK NY 10038
NATIONAL UNION FIRE INS. CO. PA	175 WATER STREET 18TH FLOOR NEW YORK NY 10038
NORMA L. BLASCHKE	HARRY G. BLASCHKE, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
OHIO DEPARTMENT OF TAXATION	P.O. BOX 530 COLUMBUS OH 43216-0530
ORANDELLO, JOSEPH	20801 BISCAYNE BLVD. SUITE 504 AVENTURA FL 33180
PATRICIA ROGGENBECK	7303 CHERRY HILL RD YPSILANTI MI 48198
PAUL A. ORMOND	95047 SAN REMO DRIVE #2A FERNANDINA BEACH FL 32034
PAUL ORMOND	95047 SAN REMO DRIVE #2A FERNANDINA BEACH FL 32034
PETRULLO, LLP	ATTN: JOHN PETRULLO 222 N. SEPULVEDA BOULEVARD, SUITE 806 EL SEGUNDO CA 90245
PITNEY BOWES INC	1 ELMCROFT ROAD STAMFORD CT 06926-0700
PROVIDENCE INDIUCKY LLC	140 N UNION AVE STE 320 FARMINGTON UT 84025
QUALITY CARE PROPERTIES, INC.	ATTN: DAVID HADDOCK 7315 WISCONSIN AVE. SUITE 550 EAST BETHESDA MD 20814
QUALITY CARE PROPERTIES, INC.	C/O SULLIVAN & CROMWELL LLP ATTN ANDREW DIETDERICH, DAVID ZYLBERBERG 125 BROAD STREET NEW YORK NY 10004-2498
QUINTINE SLEVIN	MARY HAAS, AS POA C/O SPIROS LAW, P.C. 2807 N. VERMILION, SUITE 3 DANVILLE IL 61832

Claim Name	Address Information
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R&F HEALTHCARE HOLDINGS US LP	C/O THE ROSDEV GROUP ATTN: ARIE FRIEDMAN 7077, AVE DU PARC, SUITE 600 MONTREAL QC H3N 1X7 CANADA
R&F HEALTHCARE HOLDINGS US LP	C/O GUTNICKI LLP ATTN: AARON ROKACH ESQ 4711 GOLF RD, STE 200 SKOKIE IL 60076
R. MICHAEL FERGUSON	PO BOX 1648 WINTER PARK CO 80482-1648
RAMI UBAYDI	3910 WHITE TAIL DRIVE ROCHESTER HILLS MI 48306
RD CREDIT, LLC	C/O CENTERBRIDGE PARTNERS, L.P. ATTN: VIV MELWANI, STAN FEDORENKO 375 PARK AVENUE NEW YORK NY 10152
REED SMITH LLP	ATTN: ERIC DUBELIER 1301 K STREET, N.W., SUITE 1000 EAST TOWER WASHINGTON DC 20005
REIPRECHT, JUDI, BERNADETTE SCHULMAN	AND ALEXANDRIA EVANICK C/O VALENTINE LAW GROUP, APC 26021 ACERO MISSION VIEJO CA 92691
REIPRECHT, THERESA, DECEASED AND THROUGH	SUCCESSORS IN INTEREST C/O VALENTINE LAW GROUP APC 26021 ACERO MISSION VIEJO CA 92691
REMINGER CO.	ATTN: DAN NEWMAN 525 VINE STREET, SUITE 1700 CINCINNATI OH 45202
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RICHARD A. PARR II	2253 GRAY FOX COURT ANN ARBOR MI 48103
RICHARD G. RUMP	2423 HEATHER GLEN DR MAUMEE OH 43537
RICHARD H. KINCAID	MARY J. KINCAID, LIMITED GUARDIAN C/O WILKES & MCHUGH, P.A. ONE NORTH DALE MABRY, SUITE 800 TAMPA FL 33610
RICHARD PARR	2253 GRAY FOX COURT ANN ARBOR MI 48103
RITA T. WALLACE	RICHARD C. WALLACE, ATTORNEY-IN-FACT C/O WILKES & MCHUGH, P.A. ONE NORTH DALE MABRY, SUITE 800 TAMPA FL 33610
ROBERT GRIFFIN JULIUS	3321 PELHAM RD OTTAWA HILLS OH 43606
ROBERT SHARON	8719 STONE POST ROAD SYLVANIA OH 43560
ROLAND WESLEY AND CAROL WESLEY	C/O LAW OFFICE OF MARTIN L. GLINK 1655 N. ARLINGTON HTS. RD., SUITE 100E ARLINGTON HTS. IL 60004
ROSEMARIE CURZI, AN INDIVIDUAL	CAESAR CURZI, AN INDIVIDUAL C/O HERSH & HERSH 601 VAN NESS AVE., SUITE 2080 SAN FRANCISCO CA 94102
RUTH BEAR, AN INDIVIDUAL	C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19138
S&S WORLDWIDE INC	75 MILL ST COLCHESTER CT 06415
SAFETY NATIONAL CASUALTY CORPORATION	1832 SCHUETZ RD ST. LOUIS MO 63146
SAGINAW OPCO LLC	ATTN: DOV GREEN, MANAGER C/O PREFERRED CARE 22 TAFT AVENUE LAKEWOOD NJ 08701
SAGINAW REALTY HOLDINGS II LLC	ATTN: DOV GREEN, MANAGER C/O PREFERRED CARE 22 TAFT AVENUE LAKEWOOD NJ 08701
SAN ANTONIO TX SNF REALTY LLC	ATTN: AARON FRIEDMAN, MANAGER C/O THE ROSDEV GROUP 7077 AVE DU PARC, STE. 600 MONTREAL QC H3N 1X7 CANADA
SCOTT H. MCMANN	2267 ROBINWOOD AVE TOLEDO OH 43620
SECRETARY OF STATE	DIVISION OF CORPORATIONS FRANCHISE TAX PO BOX 898 DOVER DE 19903
SHARPVUE TX SNF REALTY LLC	ATTN: AARON FRIEDMAN, MANAGER C/O THE ROSDEV GROUP 7077 AVE DU PARC, STE. 600 MONTREAL QC H3N 1X7 CANADA
SIX CONTINENTS HOTELS, INC.	THREE RAVINIA DRIVE, STE 100 ATLANTA GA 30346
SOCIETE GENERALE SECURITIES SERVICES	GMBH ATTN: RICHARD M. KERGE 33 S. MICHIGAN STREET, SUITE 100 TOLEDO OH 43604
SOCIETE GENERALE SECURITIES SVCS GMBH	ATTN: JACK LANDSKRONER LANDSKRONER GRIECO MERRIMAN, LLC 1360 WEST 9TH STREET, SUITE 200 CLEVELAND OH 44113
SOCIETE GENERALE SECURITIES SVCSGMBH	ATTN: DARREN J.ROBBINS, NATHAN R.LINDELL ROBBINS GELLER RUDMAN & DOWD, LLP 655 WEST BROADWAY, SUITE 1900 SAN DIEGO CA 92101

Claim Name	Address Information
SPRINGHOUSE OF BETHESDA MD, LLC	7902 WEST PARK DRIVE MCLEAN VA 22102
SPRINGHOUSE OF SILVER SPRING MD, LLC	7902 WEST PARK DRIVE MCLEAN VA 22102
STANLEY TITLEBAUM	DAVE I. KAISER, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
STAPLES CONTRACT & COMMERCIAL, INC.	500 STAPLES DRIVE FRAMINGHAM MA 01702
STARR SURPLUS LINES	ONE INTERNATIONAL PLACE 13TH FLOOR BOSTON MA 02110
STEPHEN C. SADDLER MD	8101 HINSON FARM ROAD #301 ALEXANDRIA VA 22306
STEPHEN H. WISE	THE CARLYLE GROUP 520 MADISON AVENUE NEW YORK NY 10022
STEVE CAVANAUGH	9036 SAND RIDGE DRIVE HOLLAND OH 43528
STEVEN M. CAVANAUGH	9036 SAND RIDGE DRIVE HOLLAND OH 43528
SUNRISE DEVELOPMENT INC	7902 WESTPARK DRIVE MCLEAN VA 22102
SUNRISE SENIOR LIVING LLC	ATTN: LEGAL OFFICE 7902 WESTPARK DR MCLEAN VA 22102
SUNRISE SENIOR LIVING LLC	C/O ARENT FOX LLP ATTN: MINDY PITTELL HURWITZ ESQ 1717 K ST, NW WASHINGTON DC 20006-5344
SUSAN ELIZABETH MOREY	308 SHELLY DRIVE SINKING SPRING PA 19608
TARABEN RUPARELIA	ATUL RUPARELIA AND SANJIV RUPARELIA, POA C/O STARK & STARK 777 TOWNSHIP LINE RD, #120 YARDLEY PA 19068
TD INDUSTRIES	13850 DIPLOMAT DRIVE DALLAS TX 75234
THE CARLYLE GROUP	ATTN: RAM JAGANNATH 520 MADISON AVENUE NEW YORK NY 10022
THE ESTATE OF AURELIA M. RUSSO	LUCILLE LOUISE RICKER, PERSONAL REP. C/O WILKES & MCHUGH, P.A. ONE NORTH DALE MABRY, SUITE 800 TAMPA FL 33610
THE ESTATE OF BETTIE GRIFFITH	JOY ANN AUGUSTINE, PR C/O WILKES & MCHUGH, P.A. ONE NORTH DALE MABRY, SUITE 800 TAMPA FL 33610
THE ESTATE OF CARRIE ETTA MCGOFFNEY	C/O HUME SMITH GEDDES GREEN & SIMMONS 54 MONUMENT CIRCLE, 4TH FLOOR INDIANAPOLIS IN 46204
THE ESTATE OF DAVID GUARALDO	JUDITH ANN GUARALDO, PERSONAL REP. C/O WILKES & MCHUGH, P.A. ONE NORTH DALE MABRY, SUITE 800 TAMPA FL 33610
THE ESTATE OF HAROLD E. BRAUN	SHEILA R. BRAUN, EXECUTOR DE SON TORT C/O WILKES & MCHUGH, P.A. ONE NORTH DALE MABRY, SUITE 800 TAMPA FL 33610
THE ESTATE OF JOSEPHINE J. CALDERONI	DOMNICK CALDERONI AND SARAH BARRY, CO-PR C/O WILKES & MCHUGH, P.A. ONE NORTH DALE MABRY, SUITE 800 TAMPA FL 33610
THE ESTATE OF JOY A. ALLEN	BRADLEY ALLEN, PERSONAL REPRESENTATIVE C/O WILKES & MCHUGH, P.A. ONE NORTH DALE MABRY, SUITE 800 TAMPA FL 33621
THE ESTATE OF LILLIE P. ROBERTS	DAVID ROBERTS, ADMINISTRATOR C/O WILLIAM CAMPBELL 6105 PARKLAND BLVD. MAYFIELD HEIGHTS OH 44124
THE ESTATE OF LYDIA ESTHER RIVERA	LYDIA MORING, AS PR C/O MANDELBAUM TRICHLER 6528 GUNN HIGHWAY TAMPA FL 33625
THE ESTATE OF MARCELLA A. HUMBERT	SHARON LEE KREUZINGER, PR C/O WILKES & MCHUGH, P.A. ONE NORTH DALE MABRY, SUITE 800 TAMPA FL 33610
THE ESTATE OF MARIA ESPARZA DELTORO	RAMON DELTORO, PR C/O MATEER HARBERT 225 EAST ROBINSON ST., PO BOX 2854 ORLANDO FL 32802
THE LENZNER FIRM PC	ATTN: JONATHAN LENZNER 815 CONNECTICUT AVENUE, N.W SUITE 730 WASHINGTON DC 20006
THERESA REIPRECHT	JUDI REIPRECHT BERNADETE ET AL C/O VALENTINE LAW GROUP, APC 26021 ACERO MISSION VIEJO CA 92691
THOMAS HARJO, AS SUR	C/O MAPLES, NIX AND DIESELHORST, PLLC 15401 N. MAY AVENUE EDMOND OK 73104
THOMAS L. YOUNG	8967 BLOOMFIELD BLVD. SARASOTA FL 34238
THOMAS R. KILE	602 W BAYVIEW DR SANDUSKY OH 44870
THOMAS, JAMIE	ATTN: MICHAEL WM WARREN C/O WARREN LAW FIRM, LLC 174 WEST MAIN ST CHILLICOTHE OH 45601

Claim Name	Address Information
THORNTON, JOEL	C/O GOUDIE & KOHNGOUDIE & KOHN 3004 WEST CYPRESS STREET TAMPA FL 33609
THORNTON, JOEL	C/O GOUDIE AND KOHN, PA ATTN KIMBERLEY M KOHN 3004 WEST CYPRESS STREET TAMPA FL 33609
TIM LEONARD	5968 SWEETGUM DR MONCLOVA OH 43542
TYCO INTEGRATED SECURITY, LLC	ATTN SUZANNE CORK 10405 CROSSPOINT BLVD INDIANAPOLIS IN 46256
URBANA RE GROUP LLC	C/O SABER HEALTHCARE GROUP LLC ATTN: GEORGE S REPCHICK, PRESIDENT 26691 RICHMOND RD BEDFORD HEIGHTS OH 44146
URBANA RE GROUP LLC	C/O SABER HEALTHCARE GROUP LLC ATTN: GREGORY S NICOLUZAKIS, GENERAL COUNSEL, 26691 RICHMOND RD BEDFORD HEIGHTS OH 44146
V. RITA GOE	MEGAN E. CASTOR, ATTORNEY-IN-FACT C/O WILKES & MCHUGH 1601 CHERRY STREET, SUITE 1300 PHILADELPHIA PA 19102
WEBSTER TX SNF REALTY LLC	ATTN: AARON FRIEDMAN, MANAGER C/O THE ROSDEV GROUP 7077 AVE DU PARC, STE. 600 MONTREAL QC H3N 1X7 CANADA
WEST HOUSTON TX SNF REALTY LLC	ATTN: AARON FRIEDMAN, MANAGER C/O THE ROSDEV GROUP 7077 AVE DU PARC, STE. 600 MONTREAL QC H3N 1X7 CANADA
WESTPORT INSURANCE CORP.	C/O SWISS REINSURANCE COMPANY LTD. MYTHENQUAI 50/60 ZURICH 08022 SWITZERLAND
WESTPORT INSURANCE CORP.	C/O SWISS RE AMERICA HOLDING CORPORATION 5200 METCALF AVE OVERLAND PARK KS 66202-1265
WHITE & CASE LLP	ATTN: MIKE KENDALL 75 STATE STREET BOSTON MA 02109
WILLIAM P. JOHNSTON	3100 WEST END AVENUE SUITE 875 NASHVILLE TN 37203
WILLOWBROOK TX SNF REALTY LLC	ATTN: AARON FRIEDMAN, MANAGER C/O THE ROSDEV GROUP 7077 AVE DU PARC, STE. 600 MONTREAL QC H3N 1X7 CANADA

Total Creditor count 441
