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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

GENESIS HEALTHCARE, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-80185 (SGJ)
)
) (Joint Administration Requested)
) (Emergency Hearing Requested)

**DEBTORS' EMERGENCY APPLICATION FOR ENTRY OF ORDER
AUTHORIZING THE RETENTION AND EMPLOYMENT OF EPIQ CORPORATE
RESTRUCTURING, LLC AS CLAIMS, NOTICING, SOLICITATION, AND
ADMINISTRATIVE AGENT EFFECTIVE AS OF THE PETITION DATE**

¹ The last four digits of Genesis Healthcare, Inc.'s federal tax identification number are 4755. There are 299 Debtors in these chapter 11 cases, for which the Debtors have requested joint administration. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/Genesis>. The location of Genesis Healthcare, Inc.'s corporate headquarters and the Debtors' service address is 101 East State Street, Kennett Square, PA 19348.

EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT LATER THAN 9:30 A.M. (CT) ON JULY 11, 2025.

IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST APPEAR AT THE HEARING IF ONE IS SET, OR FILE A WRITTEN RESPONSE PRIOR TO THE DATE THAT RELIEF IS REQUESTED IN THE PRECEDING PARAGRAPH. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

A VIRTUAL HEARING WILL BE CONDUCTED ON THIS MATTER ON JULY 11, 2025 AT 9:30 A.M. (CT) AT THE EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE STREET, 14TH FLOOR, COURTROOM 1, DALLAS, TEXAS, 75242.

YOU MAY PARTICIPATE IN THE HEARING EITHER IN PERSON OR BY AN AUDIO AND VIDEO CONNECTION.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT 1-650-479-3207. VIDEO COMMUNICATION WILL BE BY THE USE OF THE CISCO WEBEX PLATFORM. CONNECT VIA THE CISCO WEBEX APPLICATION OR CLICK THE LINK ON JUDGE JERNIGAN'S HOME PAGE. THE MEETING CODE IS 2304 154 2638. CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF ELECTRONIC HEARINGS. TO MAKE YOUR APPEARANCE, CLICK THE "ELECTRONIC APPEARANCE" LINK ON JUDGE JERNIGAN'S HOME PAGE. SELECT THE CASE NAME, COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

Genesis Healthcare, Inc. ("Genesis") and certain of its affiliates and subsidiaries, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), hereby submit this application (the "Application") for entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), granting the relief described below. In support thereof, the Debtors (i) rely upon the *Declaration of Louis E. Robichaux IV in Support of Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"),² filed

² Capitalized terms used but not otherwise defined in this Application shall have the meanings ascribed to them in the First Day Declaration.

contemporaneously herewith, (ii) submit the *Declaration of Alexander Warso in Support of Debtors' Emergency Application for Entry of Order Authorizing the Retention and Employment of Epiq Corporate Restructuring, LLC as Claims, Noticing, Solicitation, and Administrative Agent Effective as of the Petition Date* (the "Warso Declaration"), attached hereto as **Exhibit B**, and (iii) respectfully state as follows:

RELIEF REQUESTED

1. By the Application, the Debtors respectfully request entry of the Proposed Order, authorizing the Debtors to employ and retain Epiq Corporate Restructuring, LLC ("Epiq") as the claims, noticing, solicitation, and administrative agent (collectively, the "Claims Agent") in the Debtors' chapter 11 cases, effective as of the Petition Date (as defined below), consistent with the terms set forth in that certain *Services Agreement* between Epiq and the Debtors, dated as of May 8, 2025 (the "Services Agreement"), a copy of which is attached hereto as **Exhibit C**. Emergency consideration of this Application is requested to effectuate the Debtors' transition into bankruptcy and to immediately begin providing effective notice of pleadings and orders to interested parties.

JURISDICTION AND VENUE

2. The Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Application in this District is proper under 28 U.S.C. §§ 1408 and 1409.

3. The legal predicates for the relief requested herein are section 156(c) of title 28 of the United States Code, section 105(a), 327(a), 330, and 503(b) of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 2014(a), and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), Rule 2014-1 of the Local Rules of Practice for the United States Bankruptcy Court for the Northern District of Texas (the "Local Rules"), and Section B.8(a)

of the Procedures for Complex Cases in the Northern District of Texas, effective February 6, 2023 (the “Complex Case Procedures”).

BACKGROUND

I. The Chapter 11 Cases

4. On July 9, 2025 (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Court”). Contemporaneously herewith, the Debtors have requested procedural consolidation and joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

5. To date, the Office of the United States Trustee for Region 6 (the “U.S. Trustee”) has not appointed an official committee in these Chapter 11 Cases, nor has any trustee or examiner been appointed.

6. Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors’ business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the First Day Declaration.

II. The Need for and Terms of Epiq’s Services

7. The Debtors have determined that there is a need for Epiq’s services. Specifically, the Debtors believe it is necessary and in the best interests of their creditors and estates to engage Epiq to act as their Claims Agent to, among other things, (a) assist in the preparation of the Debtors’ Schedules and Statements (as defined herein), (b) assume full responsibility for the distribution of notices, pleadings, and proof of claim forms as well as the maintenance, processing,

and docketing of all proofs of claim filed in these Chapter 11 Cases, and (c) in connection with any chapter 11 plan proposed by the Debtors, handle solicitation of the Debtors' disclosure statement, plan, ballots, and related notices, and tabulate ballots in connection with the voting on such plan. The terms of Epiq's proposed retention are set forth in the Services Agreement.

8. In view of the number of anticipated claimants, creditors, and parties-in-interest, the Debtors submit that the appointment of Epiq as the Claims Agent in these Chapter 11 Cases will provide the most effective and efficient means of, and relieve the Debtors and/or the Clerk of the Court (the "Clerk") of the administrative burden of, noticing, administering claims, and soliciting and tabulating votes and is in the best interests of the Debtors' estates and their creditors.

A. Epiq's Qualifications

9. Epiq is one of the country's leading chapter 11 administrators, with significant expertise in noticing, claims administration, balloting, and facilitating other administrative aspects of chapter 11 cases, particularly those in the healthcare industry. Epiq has substantial experience in matters of this size and complexity and has acted as the official claims and noticing agent in various jurisdictions nationwide. *See, e.g., In re Harvest Sherwood Food Distributors, Inc.*, Case No. 25-80109 (SGJ) (Bankr. N.D. Tex. May 9, 2025); *In re Synthego Corp.*, Case No. 25-10823 (MFW) (Bankr. D. Del. May 8, 2025); *In re Ascend Performance Materials Holdings, Inc.*, Case No. 25-90127 (CML) (Bankr. S.D. Tex. Apr. 21, 2025); *In re Global Clean Energy Holdings, Inc.*, Case No. 25-90113 (ARP) (Bankr. S.D. Tex. Apr. 16, 2025); *In re Royal Interco, LLC*, 25-10674 (TMH) (Bankr. D. Del. Apr. 10, 2025); *In re House Spirits Distillery LLC*, Case No. 25-10660 (KBO) (Bankr. D. Del. Apr. 9, 2025); *In re Nikola Corp.*, Case No. 25-10258 (TMH) (Bankr. D. Del. Feb. 20, 2025); *In re CarePoint Health Sys. Inc., d/b/a Just Health Found.*, Case No. 24-12534 (JKS) (Bankr. D. Del. Nov. 6, 2024); *In re Cattle Winddown Ltd.*, Case No. 24-80035

(SWE) (Bankr. N.D. Tex. Feb. 25, 2024); *In re Terraform Labs Pte. Ltd.*, Case No. 24-10070 (BLS) (Bankr. D. Del. Jan. 21, 2024); *In re Audacy, Inc.*, Case No. 24-00004 (CML) (Bankr. S.D. Tex. Jan. 7, 2024); *In re Humanigen, Inc.*, Case No. 24-10003 (BLS) (Bankr. D. Del. Jan. 3, 2024); *In re Inversiones Latin Am. Power Ltda.*, Case No. 23-11891 (JPM) (Bankr. S.D.N.Y. Nov. 30, 2023); *In re WeWork Inc.*, Case No. 23-19865 (JKS) (Bankr. D.N.J. Nov. 6, 2023); *In re Air Methods Corp.*, Case No. 23-90886 (MI) (Bankr. S.D. Tex. Oct. 24, 2023); *In re Akumin Inc.*, Case No. 23-90827 (CML) (Bankr. S.D. Tex. Oct. 22, 2023); *In re Roman Catholic Archbishop of Baltimore*, Case No. 23-16969 (MMH) (Bankr. D. Md. Sept. 29, 2023); *In re Mercy Hospital, Iowa City, Iowa*, Case No. 23-00623 (TJC) (Bankr. D. Iowa Aug. 14, 2023); *In re Vesttoo Ltd.*, Case No. 23-11160 (MFW) (Bankr. D. Del. Aug. 14, 2023); *In re Yellow Corp.*, Case No. 23-11069 (CTG) (Bankr. D. Del. Aug. 6, 2023); *In re MediaMath Holdings, Inc.*, Case No. 23-10882 (LSS) (Bankr. D. Del. June 30, 2023); *In re QualTek Services Inc.*, Case No. 23-90584 (CML) (Bankr. S.D. Tex. May 24, 2023); *In re NOC, Inc.*, Case No. 23-40266 (ELM) (Bankr. N.D. Tex. Jan. 30, 2023); *In re CCC Wind Down, Inc.*, Case No. 22-80000 (SGJ) (Bankr. N.D. Tex. May 23, 2022); *In re Gulf Coast Health Care, LLC*, Case No. 21-11336 (KBO) (Bankr. D. Del. Oct. 15, 2021); *In re Tuesday Morning Corp.*, Case No. 220-31476 (HDH) (Bankr. N.D. Tex. May 27, 2020).

10. The retention of Epiq as the Claims Agent in these Chapter 11 Cases will expedite the distribution of notices and the processing of claims, facilitate other administrative aspects of these Chapter 11 Cases, and relieve the Clerk, the Debtors, and their retained professionals of these administrative burdens. Given the complex nature of these Chapter 11 Cases, the Debtors submit that the appointment of Epiq as the Claims Agent is merited, as it will decrease inefficiencies and administrative burdens, while maximizing the value of the Debtors' estates for all stakeholders.

B. Scope of Services

11. This Application pertains to the services to be performed by Epiq under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Bankruptcy Code section 327(a). As detailed in the Services Agreement, Epiq will perform, among others, the following services (collectively, the "Services")³ as the Claims Agent, at the request of the Debtors or the Clerk:

- a. Provide a secure on-line tool through which creditors can file proofs of claim and related documentation;
- b. Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix, as well as the Schedules of Assets and Liabilities (the "Schedules") and Statements of Financial Affairs (the "Statements")) and creditors/parties in interest (e.g., proof of claim/interests), and a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010, and update and make said lists available upon request by a party-in-interest or the Clerk;
- c. Furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by the Court, and notifying potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- d. Maintain a post office box or address for the purpose of receiving claims and returned mail and processing all mail received;
- e. Process all proof of claim/interest submitted, including those received by the Clerk, checking claims processing for accuracy, and maintaining the original proofs of claim in a secure area;
- f. Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Epiq, not less than weekly;
- g. Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.

³ The summary of the Services contained in this Application is provided for convenience purposes only. In the event of any inconsistency between the summaries contained herein and the terms and provisions of the Services Agreement, the terms of the Services Agreement shall control unless otherwise set forth herein.

- h. Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest: (i) the claim number assigned; (ii) the date received; (iii) the name and address of the claimant and agent, if applicable, who filed the claim; (iv) address for payment, if different from the notice address; (v) the amount asserted; (vi) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.); (vii) the applicable Debtor; and (viii) any disposition of the claim;
- i. Create and maintain a public access website setting forth pertinent case information and allowing access to electronic copies of proofs of claim or proofs of interest;
- j. Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- k. Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- l. Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- m. Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.
- n. Prepare and serve required notices in these chapter 11 cases, including: notice of the commencement of these chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code; notice of any auction sale hearing; notice of the claims bar date; notice of objection to claims; notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; notice of the effective date of the Plan; and other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases.
- o. After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, a list of persons to whom the notice was mailed and the date and manner of mailing.
- p. Update claim database to reflect undeliverable or changed addresses.
- q. Coordinate publication of certain notices in periodicals and other media.
- r. Distribute Claim Acknowledgement Cards to creditors having filed a proof of claim/interest.

- s. assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules and Statements;
- t. Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed).
- u. Coordinate distribution of solicitation documents.
- v. Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
- w. Respond to telephone inquiries from lenders, bondholders and nominees, as applicable, regarding the disclosure statement and the voting procedures.
- x. Receive and examine all ballots and master ballots cast by voting parties. Date-stamp the originals of all such ballots and master ballots upon receipt.
- y. Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.
- z. Provide state-of-the-art call center facility and services, including (as and if needed): (i) creating of frequently asked questions, call scripts, escalation procedures and call log formats; (ii) recording automated messaging; (iii) training call center staff; and (iv) maintaining and transmitting call log to the Debtors and their advisors;
- aa. Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Debtors.
- bb. Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- cc. Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements.
- dd. Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- ee. Identify and correct any incomplete or incorrect addresses in any mailing or service lists (to the extent such information is available);
- ff. Generating, assisting with, and providing strategic communications advice, strategy, and expertise, as needed;

- gg. Managing any distribution pursuant to any confirmed plan prior to the effective date of such plan;
 - hh. Providing such other claims processing, noticing, and related administrative services as may be requested from time to time by the Debtors.
 - ii. Within 30 days prior to the close of these chapter 11 cases, to the extent practicable, requesting that the Debtors submit to the Court a proposed order dismissing Epiq and terminating Epiq's services upon completion of its duties and responsibilities and upon the closing of these chapter 11 cases.
 - jj. Within seven (7) days of notice to Epiq of entry of an order closing these chapter 11 cases, provide to the Court the final version of the Claims Registers as of the date immediately before the close of the cases;
 - kk. At the close of these chapter 11 cases and after consultation with the Clerk's office, transport original documents to the Clerk's office in the proper electronic format.
12. The Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by Epiq; *provided, however*, that any claimants for which the Debtors have sought authority to redact personally identifiable information⁴ shall be redacted and maintained separately by the Claims Agent.

C. Professional Compensation

13. The Debtors propose to compensate Epiq for the Services set forth above in accordance with the pricing schedule attached to the Services Agreement. The Debtors respectfully request that the undisputed fees and expenses incurred by Epiq in the performance of the Services be treated as administrative expenses of the Debtors' estates pursuant to 28 U.S.C.

⁴ Contemporaneously herewith, the Debtors are seeking authority to redact certain personal information for individual creditors and to establish procedures to maintain confidentiality for their patients as required by HIPAA. *See Debtors' Emergency Motion for Entry of Order (I) Authorizing the Debtors to (A) File (1) A Consolidated Creditor Matrix, (2) A Consolidated List of Their 30 Largest Unsecured Creditors, and (3) A Consolidated Monthly Operating Report, (B) Redact Certain Personally Identifiable Information for Individual Creditors, and (C) Implement Procedures to Protect Confidential Patient and Resident Information; (II) Establishing a Complex Service List; (III) Approving the Form and Manner of Notifying Creditors of Commencement of These Chapter 11 Cases; and (IV) Granting Related Relief*, filed contemporaneously herewith.

§ 156(c) and Bankruptcy Code section 503(b)(1)(A) and be paid in the ordinary course of business pursuant to the Services Agreement without further application to or order of the Court.

14. Epiq agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve, no less frequently than monthly, invoices on the Debtors, the U.S. Trustee, the DIP Lenders, counsel for the Debtors, counsel for the DIP Lenders, counsel for any official committee appointed in these Chapter 11 Cases, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute. If resolution is not achieved, the parties may seek resolution of the matter from this Court.

15. Prior to the Petition Date, the Debtors provided Epiq with a retainer in the amount of \$50,000 (the “Retainer”), plus an additional \$100,000 for invoiced prepetition work. Epiq seeks to first apply the Retainer to all prepetition invoices, and thereafter, to hold the Retainer under the Services Agreement during these Chapter 11 Cases as a retainer for the payment of fees and expenses incurred in performing the Services. Upon cessation of Epiq’s engagement, any unused advance amounts after payment of all outstanding fees and expenses under the Services Agreement will be returned to the Debtors.

16. In addition, under the terms of the Services Agreement, the Debtors have agreed to indemnify and defend Epiq, its affiliates, parent, and each such entity’s officers, members, directors, agents, representatives, managers, consultants, and employees under certain circumstances specified in section 7 of the Services Agreement, except in circumstances resulting from Epiq’s gross negligence or willful misconduct, or as otherwise provided in the Proposed

Order. The Debtors believe that such indemnification is customary, reasonable, and necessary to retain the services of a claims agent in these Chapter 11 Cases.

D. Epiq's Disinterestedness

17. As set forth in the Warso Declaration, Epiq has reviewed its conflicts system to determine whether it has any relationships with the Debtors' creditors and parties-in-interest. Except as disclosed in the Warso Declaration, Epiq represents that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed. To the best of the Debtors' knowledge, Epiq is a "disinterested person" as that term is defined in Bankruptcy Code section 101(14), as modified by Bankruptcy Code section 1107(b). Epiq will supplement its disclosures to the Court if any facts or circumstances are discovered that would require such additional disclosure.

BASIS FOR RELIEF REQUESTED

18. As set forth below, the Court is permitted to appoint Epiq as Claims Agent in the Chapter 11 Cases. Indeed, this Court is authorized to utilize agents and facilities other than the Clerk for the administration of bankruptcy cases, including claims, noticing, and solicitation agents pursuant to 28 U.S.C. § 156(c), which provides, in relevant part, as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c). Further, pursuant to Bankruptcy Code section 105(a), this Court may "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties-in-interest in a bankruptcy case, provides that

the Court may direct that a person other than the Clerk give notice of the various matters described therein. *See* Fed. R. Bankr. P. 2002(a). Accordingly, the Court is empowered to utilize outside agents and facilities for noticing and claims purposes, provided the Debtors' estates pay the cost of such services.

19. Similarly, Bankruptcy Code section 327(a) provides that a debtor, subject to Court approval:

may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that ***do not hold or represent an interest adverse to the estate, and that are disinterested persons***, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a) (emphasis added). The Debtors submit that the retention of Epiq under the terms described herein is appropriate under Bankruptcy Code section 327(a), because, as discussed above, Epiq does not hold an interest adverse to the Debtors' estates.

20. Prior to the selection of Epiq, the Debtors reviewed and compared Epiq's engagement proposal with other engagement proposals from other claims and noticing agents, and used these comparisons to negotiate certain accommodations with Epiq, ensuring selection through a competitive process. The Debtors submit, based on the engagement proposals obtained and reviewed, that Epiq's rates are competitive and reasonable given its quality of services and expertise.

21. Finally, Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party-in-interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

22. The Debtors submit that the appointment of Epiq as the Claims Agent is both necessary and in the best interests of the Debtors' estates and creditors. Such appointment will help to expedite and more efficiently facilitate the administration of these Chapter 11 Cases, particularly given the number of parties receiving notice in these Chapter 11 Cases as well as the number of anticipated claimants and will relieve the Debtors and the Clerk's office of associated administrative burdens. The Debtors also believe that the terms and conditions of the Services Agreement are reasonable in light of the anticipated number of creditors and other parties-in-interest that will be involved in these Chapter 11 Cases.

23. Moreover, courts in this district have approved retention of claims agents in other recent complex chapter 11 cases. *See, e.g., In re Harvest Sherwood Food Distributors, Inc.*, Case No. 25-80109 (SGJ) (Bankr. N.D. Tex. May 9, 2025) [Docket No. 66]; *In re Prospect Medical Holdings, Inc.*, Case No. 25-80002 (SGJ) (Bankr. N.D. Tex. Jan. 14, 2025) [Docket No. 94]; *In re TGI Friday's Inc.*, Case No. 24-80069 (SGJ) (Bankr. N.D. Tex. Dec. 2, 2024) [Docket No. 278]; *In re Eiger BioPharm., Inc.*, Case No. 24-80040 (SGJ) (Bankr. N.D. Tex. April 5, 2024) [Docket No. 83]; *In re Sunland Medical Found.*, Case No. 23-80000 (MVL) (Bankr. N.D. Tex. Aug. 31, 2023) [Docket No. 40]; *In re Christian Care Ctrs., Inc.*, Case No. 22-80000 (SGJ) (Bankr. N.D. Tex. May 26, 2022) [Docket No. 75]; *In re Senior Care Ctrs., LLC*, Case No. 18-33967 (BJH) (Bankr. N.D. Tex. Dec. 7, 2018) [Docket No. 102].

24. For these reasons, the Debtors respectfully submit that the appointment of Epiq as their Claims Agent is necessary and in the best interests of the Debtors and their estates and will serve to maximize the value of the Debtors' estates for all stakeholders.

RELIEF AS OF THE PETITION DATE IS APPROPRIATE

25. In accordance with the Debtors' request, Epiq has agreed to serve as Claims Agent on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention, effective as of the Petition Date, so that Epiq can be compensated for services rendered on and after the Petition Date, including prior to approval of the Application. The Debtors believe that no party-in-interest will be prejudiced by Epiq's retention, as proposed in the Application, because Epiq has provided, and continues to provide, valuable services to the Debtors' estates during the interim period. Additionally, such relief is permitted under section B.8.i of the Complex Case Procedures pursuant to the General Order 2023-01. *See* Complex Case Procedures, § B(8)(i). Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to retain and employ Epiq as Claims Agent effective as of the Petition Date.

EMERGENCY CONSIDERATION

26. The Debtors respectfully request emergency consideration of this Application pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003. Here, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors' operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first 21 days of these Chapter 11 Cases would severely disrupt the Debtors' operations at this critical juncture. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm"

standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Application on an emergency basis.

RESERVATION OF RIGHTS

27. Nothing in the Application should be construed as (a) authority to assume or reject any executory contract or unexpired lease of real property, or as a request for the same; (b) an admission as to the validity, priority, or character of any claim or other asserted right or obligation, or a waiver or other limitation on the Debtors' ability to contest the same on any ground permitted by bankruptcy or applicable non-bankruptcy law; (c) a promise or requirement to pay any claim or other obligation; or (d) granting third-party-beneficiary status, bestowing any additional rights on any third party, or being otherwise enforceable by any third party.

NOTICE

28. The Debtors will provide notice of the Application to: (a) the U.S. Trustee; (b) the Internal Revenue Service; (c) the United States Attorney for the Northern District of Texas; (d) the Attorney General for the State of Texas; (e) State Comptroller of Public Accounts; (f) the Centers for Medicare and Medicaid Services; (g) the Attorneys General for the states in which the Debtors conduct business; (h) the parties included on the Debtors' list of their 30 largest unsecured creditors; (i) counsel to the Debtors' prepetition lenders; (j) counsel to the DIP Lenders; and (k) all parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtors submit that no other or further notice is required.

NO PRIOR REQUEST

29. No previous request for the relief sought herein has been made to this or any other court.

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WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: July 10, 2025
Dallas, Texas

MCDERMOTT WILL & EMERY LLP

/s/ Marcus A. Helt

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Jack G. Haake (TX 24127704)
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- and -

Daniel M. Simon (*pro hac vice* pending)
Emily C. Keil (*pro hac vice* pending)
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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing Application was served by the Court's CM/ECF system on all counsel of record registered in these Chapter 11 Cases through CM/ECF. Subject to the Court's approval of their retention and access to filing privileges, the Debtors' proposed claims and noticing agent will be filing a supplemental certificate of service on the docket to reflect any additional service of the foregoing Application.

Dated: July 10, 2025
Dallas, Texas

MCDERMOTT WILL & EMERY LLP

/s/ Marcus A. Helt

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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:

GENESIS HEALTHCARE, INC., *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 25-80185 (SGJ)
)
) (Jointly Administered)
)
) Related to Docket No. ____

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF EPIQ
CORPORATE RESTRUCTURING, LLC AS CLAIMS, NOTICING, SOLICITATION,
AND ADMINISTRATIVE AGENT EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the Debtors for entry of an order (this “Order”) appointing Epiq Corporate Restructuring, LLC (“Epiq”) as the Debtors’ claims,

¹ The last four digits of Genesis Healthcare, Inc.’s federal tax identification number are 4755. There are 299 Debtors in these chapter 11 cases, for which the Debtors have requested joint administration. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://dm.epiq11.com/Genesis>. The location of Genesis Healthcare, Inc.’s corporate headquarters and the Debtors’ service address is 101 East State Street, Kennett Square, PA 19348.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Application.

noticing, solicitation, and administrative agent (the “Claims Agent”), pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code sections 105(a) and 327(a), in the Debtors’ chapter 11 cases effective as of the Petition Date, to, among other things and without limitation, (a) distribute required notices to parties-in-interest, (b) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtors’ chapter 11 cases, (c) facilitate the Debtors’ solicitation efforts with respect to any chapter 11 plan and tabulation of any votes submitted in connection with the same, and (d) provide such other administrative services as required by the Debtors that would fall within the purview of services to be provided by the Clerk’s office, in each case as more fully set forth in the Application and subject to the terms of this Order; and upon consideration of the First Day Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Application in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Application having been given under the particular circumstances; and the Court having reviewed the Application and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Application is GRANTED as set forth herein.
2. The Debtors are authorized to employ Epiq as Claims Agent effective as of the Petition Date under the terms of the Services Agreement attached to the Application as modified by this Order.
3. Epiq is authorized and directed to perform the services as described in the Application, the Services Agreement, and this Order. If a conflict exists, this Order controls.
4. Epiq may not sell bankruptcy data obtained through its role as the Claims Agent to third parties.
5. The Clerk shall provide Epiq with Electronic Case Filing (“ECF”) credentials that allow Epiq to receive ECF notifications, file certificates and/or affidavits of service.
6. Epiq is a custodian of court records and is designated as the authorized repository for all proofs of claim filed in these cases. Epiq shall maintain the official Claims Register(s) in these cases. Epiq must make complete copies of all proofs of claims available to the public electronically without charge. Proofs of claim and all attachments may be redacted only as ordered by the Court.
7. Epiq shall provide the Clerk with a certified duplicate of the official Claims Register(s) upon request.
8. Epiq shall provide (a) an electronic interface for filing proofs of claim in these cases; and (b) a post office box or street mailing address for the receipt of proofs of claim sent by United States Mail or overnight delivery.
9. Epiq is authorized to take such other actions as are necessary to comply with all duties and provide the Services set forth in the Application and the Services Agreement.

10. Epiq shall provide detailed invoices setting forth the services provided and the rates charged on a monthly basis to the Debtors, their counsel, the DIP Lenders, counsel for the DIP Lenders, the United States Trustee, counsel for any official committee appointed in the Chapter 11 Cases, and any party in interest who specifically requests service of the monthly invoices in writing (collectively, the “Notice Parties”).

11. Epiq shall not be required to file fee applications. Upon receipt of Epiq’s invoices, the Debtors are authorized to compensate and reimburse Epiq for all undisputed amounts in the ordinary course in accordance with the terms of the Services Agreement; *provided, however*, that the Notice Parties shall have a period of 10 calendar days to object to the amount of such invoice prior to the Debtors’ payment of such amounts or such shorter time as agreed to by the Notice Parties. All amounts due to Epiq will be treated as Bankruptcy Code section 503(b) administrative expenses. Epiq may apply its Retainer in accordance with the Services Agreement and the terms of this Order.

12. The Debtors shall indemnify Epiq under the terms of the Services Agreement, as modified and limited by this Order. Notwithstanding the foregoing, Epiq may only be indemnified for claims, noticing, and solicitation agent activities and is not indemnified for, and may not receive any contribution or reimbursement with respect to the following:

- a. For matters or services arising before this case is closed, any matter or service not approved by an order of this Court.
- b. Unauthorized marketing activities or data or privacy breaches.
- c. Any matter that is determined by a final order of a Court of competent jurisdiction that arises from (i) Epiq’s gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (ii) a contractual dispute if the court determines that indemnification, contribution, or reimbursement would not be permissible under applicable law; or (iii) any situation in which the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to *In re Thermadyne*

Holdings Corp., 283 B.R. 749, 756 (B.A.P. 8th Cir. 2002). No matter governed by this paragraph may be settled without this Court's approval.

- d. This paragraph does not preclude Epiq from seeking an order from this Court requiring the advancement of indemnity, contribution or reimbursement obligations in accordance with applicable law.
- e. Any act, omission, or failure to act, for which indemnification would not be permissible under Fifth Circuit precedent.

13. Epiq shall not cease providing services during these Chapter 11 Cases for any reason, including nonpayment, without an order of the Court. In the event Epiq is unable to provide the Services set out in this Order and/or the Services Agreement, Epiq will immediately notify the Clerk and the Debtors' attorney and cause all original proofs of claim and data turned over to such persons as directed by the Court.

14. After entry of an order terminating Epiq's services, Epiq shall deliver to the Clerk an electronic copy in pdf format of all proofs of claim. Once the electronic copy has been received by the Clerk, Epiq may destroy all proofs of claim in its possession sixty days after filing a Notice of Intent to Destroy on the Court's docket.

15. The terms and conditions of this Order are immediately effective and enforceable upon its entry.

16. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application under the circumstances and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

17. The Debtors are authorized to take all such actions as are necessary or appropriate to implement the terms of this Order.

18. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order. The scope of Epiq's services may be altered only on separate motion and further order of this Court.

19. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "DIP Order"). To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

20. Notwithstanding the terms of the Services Agreement attached to the Application, the Application is granted solely as set forth in this Order and solely with respect to the Services set forth in the services schedule attached to the Services Agreement.

END OF ORDER

Prepared and presented by:

/s/ Marcus A. Helt

Marcus A. Helt (TX 24052187)

Jack G. Haake (TX 24127704)

Grayson Williams (TX 24124561)

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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

EXHIBIT B

Warso Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:)	
)	Chapter 11
GENESIS HEALTHCARE, INC., <i>et al.</i> , ¹)	Case No. 25-80185 (SGJ)
)	
Debtors.)	(Joint Administration Requested)
)	
)	

**DECLARATION OF ALEXANDER WARSO IN SUPPORT OF THE
DEBTORS' APPLICATION FOR ENTRY OF ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF EPIQ CORPORATE RESTRUCTURING,
LLC AS CLAIMS, NOTICING, SOLICITATION, AND ADMINISTRATIVE AGENT
EFFECTIVE AS OF THE PETITION DATE**

I, Alexander Warso, hereby declare under penalty of perjury as follows:

1. I am a Consulting Director at Epiq Corporate Restructuring, LLC ("Epiq"), a chapter 11 administrative services firm whose headquarters are located at 777 Third Avenue, 12th Floor, New York, NY 10017. Except as otherwise noted in this declaration (this "Declaration"), I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this Declaration in support of the *Debtors' Application for Entry of Order Authorizing the Retention and Employment of Epiq Corporate Restructuring, LLC as Claims, Noticing, Solicitation, and Administrative Agent Effective as of the Petition Date* (the "Application"),² filed contemporaneously herewith.

¹ The last four digits of Genesis Healthcare, Inc.'s federal tax identification number are 4755. There are 299 Debtors in these chapter 11 cases, for which the Debtors have requested joint administration. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/Genesis>. The location of Genesis Healthcare, Inc.'s corporate headquarters and the Debtors' service address is 101 East State Street, Kennett Square, PA 19348.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed in the Application.

3. As the Claims Agent, Epiq will perform, at the request of the Debtors or the Clerk, the Services specified in the Application and the Services Agreement. In furtherance of the foregoing, Epiq represents the following:

- a. Epiq, its members, and its employees are not and were not, within two years before the date of the filing of these Chapter 11 Cases, creditors, equity security holders, insiders, or employees of the Debtors;
- b. Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims Agent in these Chapter 11 Cases;
- c. by accepting employment in these Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- d. in its capacity as the Claims Agent in these Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- e. Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims Agent in these Chapter 11 Cases;
- f. Epiq is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14) with respect to the matters upon which it is engaged;
- g. in its capacity as Claims Agent in these Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;
- h. Epiq shall be under the supervision and control of the Office of the Clerk of the Bankruptcy Court (the “Clerk”) with respect to the receipt and recordation of claims and claim transfers;
- i. Epiq will comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. none of the services provided by Epiq in these Chapter 11 Cases shall be at the expense of the Clerk.

4. Epiq is a data processing firm that specializes in chapter 11 administration, consulting and analysis, including noticing, claims processing, solicitation, balloting, and

facilitating other administrative aspects of chapter 11 cases. Epiq has assisted and advised numerous chapter 11 debtors in connection with noticing and claims administration and reconciliation. Epiq has provided identical or substantially similar services in other chapter 11 cases nationwide, including before this Court.

5. The Debtors wish to retain Epiq as the Claims Agent for the Chapter 11 Cases to: (a) serve as the Claims Agent to mail notices to the estates' creditors, equity security holders, and parties-in-interest; (b) provide computerized claims, objection, solicitation, and balloting database services; and (c) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to the Chapter 11 Cases. Additional details regarding services to be provided are described in the Services Agreement attached to the Application as **Exhibit C**.

6. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform the noticing and claims-related services and any related administrative, technical, and support services as specified in the Application and the Services Agreement, at the request of the Debtors or the Clerk. In performing such services, Epiq will charge the Debtors the rates set forth in the Services Agreement.

7. In connection with the preparation of this Declaration, I caused to be submitted for review by our conflicts system the names of all known potential parties in interest (the "**Potential Parties-in-Interest**") in the Chapter 11 Cases. The list of Potential Parties-in-Interest, attached hereto as **Schedule 1**, was provided by the Debtors and included the Debtors and their affiliates, the Debtors' current and former directors and officers, the Debtors' other restructuring professionals, the provider(s) of any debtor-in-possession financing, the Debtors' secured creditors and largest unsecured creditors, the Debtors' landlords, and other significant parties in interest, the

personnel of the Office of the U.S. Trustee for the Northern District of Texas, and the judges of this Court. The results of the conflicts check were compiled and reviewed by Epiq professionals under my supervision.

8. Wells Fargo and Citibank are current clients of Epiq, however to the best of my knowledge any such relationship between either Wells Fargo or Citibank and Epiq, respectively, is completely unrelated to these Chapter 11 Cases. Otherwise, at this time, Epiq is not aware of any connection that would present a disqualifying conflict of interest. Bank of America is a current or former client of Epiq. However, to the best of my knowledge, Epiq's work performed on behalf of Bank of America is completely unrelated to these chapter 11 cases.

9. To the best of my knowledge, based upon information provided to me by the Debtors, and except as provided herein, neither Epiq, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors, or other relevant parties-in-interest. Epiq currently serves, or in the past may have served, in a neutral capacity as claims, noticing, administrative, balloting, and/or solicitation agent for these parties or related parties. However, given Epiq's neutral position as claims and noticing agent or administrative advisor in the listed-party's cases, or any other cases, Epiq does not view such relationships as real or potential conflicts. Indeed, Epiq has and will continue to represent clients in matters unrelated to the Chapter 11 Cases. In addition, Epiq has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties-in-interest that may be involved in the Chapter 11 Cases in matters unrelated to the Chapter 11 Cases. Epiq may also provide professional services to entities or persons that may be creditors or parties-in-interest in the Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, the Chapter 11 Cases or the Debtors. Accordingly, to the best of my knowledge, Epiq and each of

its employees are “disinterested persons,” as that term is defined in section 101(14) of the Bankruptcy Code, and neither Epiq nor any of its employees hold or represent an interest adverse to the Debtors’ estates related to any matter for which Epiq will be employed.

10. Epiq will review its files periodically during the pendency of these Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Epiq will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a). Moreover, pursuant to Bankruptcy Code section 327(c), Epiq is not disqualified from acting as the Claims Agent merely because it currently represents certain of the creditors or other entities that may be parties-in-interest in matters unrelated to these Chapter 11 Cases.

11. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is the corporate parent to certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

12. Epiq Systems, Inc. is a wholly owned subsidiary of Document Technologies, LLC (“DTI”), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. (“DTI Topco”). DTI Topco is a privately-held entity with majority ownership held by OMERS Administration Corporation (“OAC”), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc. (“OPE”, which together with

OAC are referred to as “OMERS”), and funds managed by Harvest Partners, L.P. (“Harvest”), a leading private equity investment firm.

13. Neither DTI, DTI Topco, OMERS, nor Harvest are currently identified on the schedule of Potential Parties-in-Interest. However, the following disclosure is made out of an abundance of caution and in an effort to comply with the Bankruptcy Code and the Bankruptcy Rules.

14. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco (“Parent Board Designees”). No designees of OMERS or Harvest are members of the Board of Directors of DTI, Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place (collectively, the “Barrier”): (a) prior to the Debtors commencing the Chapter 11 Cases, Epiq did not share the names or any other information identifying the Debtors with DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (b) Epiq has not and will not furnish any material nonpublic information about the Debtors to DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (c) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information, client files, or client personnel; (d) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq’s offices; (e) other than the Parent Board Designees, Epiq operates independently from DTI, DTI Topco, OMERS and Harvest, including that it does not share any employees, officers or other management with OMERS or Harvest, has separate offices in separate buildings, and has separate IT systems; and (f) no Epiq executive or employee is a director, officer or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

15. Epiq has searched the names of DTI, DTI Topco, OMERS, and Harvest against the Debtors and the Potential Parties-in-Interest schedule provided by the Debtors. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no connections. Because of any applicable securities laws and the fact that Epiq operates independently from DTI, DTI Topco, OMERS, and Harvest, prior to the Petition Date, Epiq was unable to further investigate with DTI, DTI Topco, OMERS, or Harvest, to the extent necessary, any potential or actual connection between DTI, DTI Topco, OMERS, or Harvest and the Debtors and the potential parties-in-interest.

16. Based on the foregoing, I believe that Epiq is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14) with respect to the matters upon which it is to be engaged. Moreover, to the best of my knowledge and belief, neither Epiq nor any of its partners or employees hold or represent any interest materially adverse to the Debtors’ estates with respect to any matter upon which Epiq is to be engaged. Should Epiq discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Epiq will use reasonable efforts to promptly supplement its disclosure to the Court.

17. In performing the claims and administrative services as described in the Application, Epiq will charge the rates set forth in the Services Agreement. These rates are at least as favorable as the prices Epiq charges in other cases in which the firm has been retained to perform similar services.

18. In addition, the indemnification provisions set forth in the Services Agreement reflect standard and customary terms of engagement contained in Epiq’s engagement letters both in and outside of bankruptcy. Based on my experience, these indemnification provisions are

similar to provisions in the engagement letters of other similarly situated companies in engagements both in and outside of bankruptcy.

19. Prior to the Petition Date, the Debtors provided Epiq a retainer in the amount of \$50,000, which Epiq applied to all prepetition invoices, and thereafter, Epiq may hold the retainer under the Services Agreement during the Chapter 11 Cases as security for the payment of fees and expenses incurred under the Services Agreement.

20. If appointed as Claims Agent, Epiq will not (a) cease providing the Administrative Services during the Chapter 11 Cases for any reason, including nonpayment, without an order of the Court or (b) undertake any legal representation of the Debtors or provide any advice of a legal nature, outside the scope of the duties outlined in the Application, without prior order from the Court authorizing Epiq to do so.

21. Epiq will comply with all requests of the Clerk.

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Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Dated: July 10, 2025

/s/ Alexander Warso
Alexander Warso
Consulting Director
Epiq Corporate Restructuring, LLC

SCHEDULE 1

Parties-in-Interest List

SCHEDULE 1

Potential Parties-in-Interest

<u>Schedules</u>	<u>Category</u>
1(a)	Debtors and Non-Debtor Affiliates
1(b)	Current and Former Directors and Officers
1(c)	Equity Holders (More than 5%)
1(d)	Bankruptcy Judges and Staff for the United States Bankruptcy Court for the Northern District of Texas, and U.S. Trustee Personnel for the Northern District of Texas
1(e)	Banks, Lenders, Lien Parties, and Administrative Agents
1(f)	Top 50 Unsecured Creditors
1(g)	Chapter 11 Professionals
1(h)	Insurance Providers and Agents
1(i)	Landlords
1(j)	Unions & Benefit Providers
1(k)	Potential Sale Parties
1(l)	Governmental Agencies / Regulators / Billing Agencies

SCHEDULE 1(a)

Debtors and Non-Debtor Affiliates

Debtors

Genesis Healthcare, Inc.	191 Hackett Hill Road Operations LLC
1 Glen Hill Road Operations LLC	2 Blackberry Lane Operations LLC
1 Sutphin Drive Operations LLC	20 Maitland Street Operations LLC
10 Woodland Drive Operations LLC	200 Pauline Drive Operations LLC
100 Abbeyville Road Operations LLC	200 Reynolds Avenue Operations LLC
100 Chambers Street Operations LLC	200 South Ritchie Avenue Operations LLC
100 W. Queen Street Operations LLC	201 Wood Street Operations LLC
105 Chester Road Operations LLC	2021 Westgate Drive Operations LLC
1000 Lincoln Drive Operations LLC	2029 Westgate Drive Operations LLC
1008 Thompson Street Operations LLC	2101 Fairland Road Operations LLC
101 13th Street Operations LLC	211-213 Ana Drive Operations LLC
101 Development Group, LLC	2125 Elizabeth Avenue Operations LLC
1020 South Main Street Operations LLC	22 Tuck Road Operations LLC
106 Tyree Street Operations LLC	225 Evergreen Road Operations LLC
1070 Stouffer Avenue Operations LLC	227 Evergreen Road Operations LLC
11 Dairy Lane Operations LLC	23 Fair Street Operations LLC
1100 Norman Eskridge Highway Operations LLC	23 Fair Street Property, LLC
1104 Welsh Road Operations LLC	24 Old Etna Road Operations LLC
1105 Perry Highway Operations LLC	2400 Kingston Court Operations LLC
113 W. McMurray Road Operations LLC	25 East Lindsley Road Operations LLC
115 S. Providence Road Operations LLC	25 Ridgewood Road Operations LLC
12-15 Saddle River Road Operations LLC	2507 Chestnut Street Operations LLC
1245 Church Road Operations LLC	2600 Northampton Street Operations LLC
1248 Hospital Drive Operations LLC	262 Toll Gate Road Operations LLC
125 Holly Road Operations LLC	2720 Charles Town Road Operations LLC
128 East State Street Associates, LLC	279 Cabot Street Operations LLC
136 Donahoe Manor Road Operations LLC	279 Cabot Street Property LLC
1361 Route 72 West Operations LLC	2800 Palo Parkway Operations LLC
1539 Country Club Road Operations LLC	290 Hanover Street Operations LLC
1543 Country Club Road Manor Operations LLC	292 Applegarth Road Operations LLC
161 Bakers Ridge Road Operations LLC	3 Industrial Way East Operations LLC
1631 Ritter Drive Operations LLC	30 West Avenue Operations LLC
1650 Galisteo Street Operations LLC	300 Pearl Street Operations LLC
1680 Spring Creek Road Operations LLC	3000 Windmill Road Operations LLC
1700 Market Street Operations LLC	302 Cedar Ridge Road Operations LLC
1700 Pine Street Operations LLC	330 Franklin Turnpike Operations LLC
175 Blueberry Lane Operations LLC	333 Green End Avenue Operations LLC
1770 Barley Road Operations LLC	3430 Huntingdon Pike Operations LLC
1848 Greentree Road Operations LLC	3485 Davisville Road Operations II LLC
	3514 Fowler Avenue Operations LLC
	3590 Washington Pike Operations LLC
	3720 Church Rock Street Operations LLC

390 Red School Lane Operations LLC
40 Crosby Street Operations LLC
40 Whitehall Road Operations LLC
40 Whitehall Road Property LLC
400 McKinley Avenue Operations LLC
4140 Old Washington Highway Operations LLC
419 Harding Street Operations LLC
422 23rd Street Operations LLC
425 Buttonwood Street Operations LLC
450 East Philadelphia Avenue Operations LLC
462 Main Street Operations LLC
50 Mulberry Tree Street Operations LLC
50 Pheasant Road Operations LLC
500 East Philadelphia Avenue Operations LLC
501 Thomas Jones Way Operations LLC
505 Weyman Road Operations LLC
530 Macoby Street Operations LLC
54 Sharp Street Operations LLC
5485 Perkiomen Avenue Operations LLC
550 South Negley Avenue Operations LLC
5609 Fifth Avenue Operations LLC
590 North Poplar Fork Road Operations LLC
60 Highland Road Operations LLC
600 Paoli Pointe Drive Operations LLC
600 W. Valley Forge Road Operations LLC
613 Hammonds Lane Operations LLC
624 N. Converse Street Property, LLC
640 Bethlehem Pike Operations LLC
642 Metacom Avenue Operations LLC
660 Commonwealth Avenue Operations LLC
677 Court Street Operations LLC
7 Baldwin Street Operations LLC
700 Marvel Road Operations LLC
700 Town Bank Road Operations LLC
715 East King Street Operations LLC
723 Summers Street Operations LLC
724 N. Charlotte Street Operations LLC
735 Putnam Pike Operations LLC
75 Hickle Street Operations LLC
777 Lafayette Road Operations LLC
8 Rose Street Operations LLC

8 Snow Road Operations LLC
80 Maddex Drive Operations LLC
800 Court Street Circle Operations LLC
803 Hacienda Lane Operations LLC
885 MacBeth Drive Operations LLC
8100 Washington Lane Operations LLC
825 SUMMIT STREET OPERATIONS LLC
84 Cold Hill Road Operations LLC
840 Lee Road Operations LLC
850 12th Avenue Property, LLC
867 York Road Operations LLC
900 Tuck Street Operations LLC
91 Country Village Road Operations LLC
940 Walnut Bottom Road Operations LLC
98 Hospitality Drive Operations LLC
Albuquerque Heights Healthcare and Rehabilitation Center, LLC
Albuquerque Heights Property, LLC
Belen Meadows Healthcare and Rehabilitation Center, LLC
Belfast Operations, LLC
Brier Oak on Sunset, LLC
Camden Operations, LLC
Canyon Albuquerque Property, LLC
Canyon Transitional Rehabilitation Center, LLC
Clovis Healthcare and Rehabilitation Center, LLC
Courtyard JV LLC
Encore GC Acquisition LLC
Encore Pediatrics, LLC
Encore Preakness, LLC
Encore Rehabilitation Services, LLC
Falmouth Operations, LLC
Farmington Operations, LLC
FC-GEN Operations Investment, LLC
Five Ninety Six Sheldon Road Operations LLC
Forty Six Nichols Street Operations LLC
Fountain Holdco, LLC
Franklin Woods JV LLC
GEN BQ JV Holdings LLC
GEN CCG JV Holdings LLC
GEN Operations I, LLC
GEN Operations II, LLC

GEN SF JV Holdings, LLC	Harborside Healthcare Advisors Limited Partnership
GEN-CCG WO Master Tenant LLC	Harborside Healthcare Limited Partnership
GEN-Next Holdco I LLC	Harborside Healthcare, LLC
Genesis Administrative Services LLC	Harborside New Hampshire Limited Partnership
Genesis CT Holdings LLC	Harborside Rhode Island Limited Partnership
Genesis CT XCL Operations LLC	Harborside Toledo Business LLC
Genesis DE Holdings LLC	HBR Kentucky, LLC
Genesis Dynasty Operations LLC	HBR Trumbull, LLC
Genesis Eldercare Network Services, LLC	HC 63 Operations LLC
Genesis ElderCare Physician Services, LLC	Kansas City Transitional Care Center, LLC
Genesis HealthCare LLC	Kennebunk Operations, LLC
Genesis HealthCare of Maine, LLC	Kennett Center, L.P.
Genesis Holdings LLC	KHI LLC
Genesis MA Holdings LLC	Leasehold Resource Group, LLC
Genesis MD Holdings LLC	Lewiston Operations, LLC
Genesis Midwest II Operations LLC	LTC ACO, LLC
Genesis NH Holdings LLC	Magnolia JV LLC
Genesis NHG Operations LLC	Maryland Harborside, LLC
Genesis NHG-GEN Operations LLC	Metro Therapy, Inc.
Genesis NJ Holdings LLC	Nine Haywood Avenue Operations LLC
Genesis OMG Operations LLC	Odd Lot LLC
Genesis Operations III LLC	Orono Operations, LLC
Genesis Operations IV LLC	PAI Participant 1, LLC
Genesis Operations LLC	PAI Participant 2, LLC
Genesis Operations V LLC	PAI Participant 3, LLC
Genesis Operations VI LLC	PAI Participant 4, LLC
Genesis Orion Operations LLC	PBR Intermediate Holdings, LLC
Genesis PA Holdings LLC	PDDTSE, LLC
Genesis Partnership LLC	Peak Medical Assisted Living, LLC
Genesis Physician Services MSO, LLC	Peak Medical Las Cruces No. 2, LLC
Genesis PM CO Operations LLC	Peak Medical Las Cruces, LLC
Genesis PM NJ Operations LLC	Peak Medical New Mexico No. 3, LLC
Genesis PM PA Operations LLC	Peak Medical Roswell, LLC
Genesis RI Holdings LLC	Peak Medical, LLC
Genesis SNI Operations LLC	Pine Tree Villa LLC
Genesis Tang Operations LLC	Post-Acute Innovations, LLC
Genesis VA Holdings LLC	Powerback Pediatrics of Arkansas, LLC
Genesis VT Holdings LLC	Powerback Pediatrics of Georgia, LLC
Genesis WV Holdings LLC	Powerback Pediatrics of Missouri, LLC
GHC Holdings LLC	Powerback Pediatrics of Nebraska, LLC
GHC JV Holdings LLC	Powerback Pediatrics of South Carolina, LLC
GHC Payroll LLC	Powerback Pediatrics of Vermont, LLC
GHC TX Operations LLC	
Granite Ledges JV LLC	
Harborside Danbury Limited Partnership	
Harborside Health I LLC	

Powerback Rehabilitation, LLC
PRMC/GEC at Salisbury Center, LLC
Property Resource Holdings, LLC
Regency Health Services, LLC
Respiratory Health Services LLC
Romney Health Care Center Limited Partnership
Route 92 Operations LLC
Saddle Shop Road Operations LLC
Salisbury JV LLC
Scarborough Operations, LLC
SHG Partnership, LLC
SHG Resources, LLC
Skies Healthcare and Rehabilitation Center, LLC
Skiles Avenue and Sterling Drive Urban Renewal Operations LLC
Skilled Healthcare, LLC
Skowhegan SNF Operations, LLC
St. Anthony Healthcare and Rehabilitation Center, LLC
St. Catherine Healthcare and Rehabilitation Center, LLC
St. John Healthcare and Rehabilitation Center, LLC
St. Theresa Healthcare and Rehabilitation Center, LLC
State Street Associates, L.P.
State Street Kennett Square, LLC
Stillwell Road Operations LLC
Summit Care Parent, LLC
Summit Care, LLC
Sun Healthcare Group, Inc.
SunBridge Beckley Health Care LLC
SunBridge Care Enterprises, LLC
SunBridge Clipper Home of North Conway, LLC
SunBridge Clipper Home of Wolfeboro, LLC
SunBridge Dunbar Health Care LLC
SunBridge Gardendale Health Care Center, LLC
SunBridge Goodwin Nursing Home, LLC
SunBridge Healthcare, LLC (f/k/a SunBridge Healthcare Corporation)
SunBridge Nursing Home, LLC

SunBridge Putnam Health Care LLC
SunBridge Regency-North Carolina, LLC
SunBridge Regency-Tennessee, LLC
SunBridge Retirement Care Associates, LLC
SunBridge Salem Health Care LLC
SunDance Rehabilitation Agency, LLC
SunDance Rehabilitation Holdco, Inc.
SunDance Rehabilitation, LLC
The Rehabilitation Center of Albuquerque, LLC
Thirty Five Bel-Aire Drive SNF Operations LLC
Three Mile Curve Operations LLC
Waterville SNF Operations LLC
Westbrook Operations, LLC
Westwood Medical Park Operations LLC

Non-Debtor Affiliates

AttainCare Consulting Services LLC
AttainCare LLC
Careerstaff Unlimited, LLC
Fountain View Reinsurance, Ltd.
GHS International Inc.
GRS Asia Limited
Liberty Health Corporation, Ltd.
Moriah Consulting Services LLC
Moriah Healthcare Partners, LLC
Pinnacle Health Partners LLC
Pinnacle HP Consulting Services LLC

Non-Debtor Joint Ventures

Bold Quail 4 LLC
Bold Quail Holdings LLC
Bowie Center Limited Partnership
Capital/Region Genesis ElderCare L.L.C.
CCGEN Holdings, LLC
Courtyard Nursing Care Center Partnership
Franklin Square/Meridian Healthcare
Nursing Home Limited Partnership
Magnolia Gardens Limited Liability Company
Magnolia Gardens Real Estate LLC
NEXTGEN INVESTORS, LLC
Seafire NEMA Investment, LLC

Non-Debtor Non-Genesis JV Members

Capital Region Health Services Corporation
CCGEN Holdings Member, LLC
Doctors Community Health Ventures, Inc.
Lawrence Memorial Hospital of Medford,
Inc.
Madison Manor, Inc.
New Generation Health, LLC
NextGen Investors Holdings, LLC
Parkway Ventures, Inc.
Seafire NEMA Holdings, LLC

Non-Debtor Professional Corporations

AlignMed Medical Group IL SC
AlignMed Medical Group MA, P.C.
AlignMed Medical Group NC, P.C.
AlignMed Medical Group NJ, P.C. (f/k/a
PAI Participant 26, P.C.)
AlignMed Medical Group WV, P.C.
AlignMed Medical Group, P.C.
AlignMed Partners, P.C. (f/k/a GPA
Physician Group, P.C.)
Enjati/Johnson Occupational and Physical
Therapy, PS
GEPS Physician Group of New Jersey, P.C.
GEPS Physician Group of New Mexico,
P.C.
GEPS Physician Group of North Carolina,
P.C.
GEPS Physician Group of Pennsylvania,
P.C.

GEPS Physician Group of West Virginia,
P.C.
GPS Physician Group of New Jersey, P.C.
GPS Physician Group of Rhode Island, P.C.
GPS Physician Group of Texas, PLLC
Leland Wheeler Speech and Language P.A.
Nancy Johnson Speech & Language, PS
NV LTC Physicians – Shariff, P.C.
NY Long-Term Care Physician Services,
P.C.
PAI Participant 10, P.A.
PAI Participant 11, P.C.
PAI Participant 12, P.C.
PAI Participant 13, P.C.
PAI Participant 15, P.A.
PAI Participant 18, P.C.
PAI Participant 23, S.C.
PAI Participant 25, P.C.
PAI Participant 27, P.C.
PAI Participant 29, P.C.
PAI Participant 5, P.C.
PAI Participant 6, P.C.
PAI Participant 7, P.C.
PAI Participant 8, P.C.
PAI Participant 9, P.A.
PAI Participant MA, PC
Powerback Rehabilitation of MA, PA (f/k/a
Genesis Rehab Services, PC)
Tidd/Krafft Occupational and Physical
Therapy, P.A.

SCHEDULE 1(b)

Current and Former Directors and Officers

Current Directors and Officers

Alexander Shaine
Avi Mendelson
Carl Shrom
David Harrington
Gary Siegel
Gerry Adest
James Chow
Jason Feuerman
John Loome
John Randazzo
Jonathan Kirschner
Juan Vallarino
Kieth Nause
Kristen Krzyzewski
Laura Bridgeford
Laura Slack
Lauren Murray
Michael Berg
Paul Cass

Former Directors and Officers

Arnold Whitman
David Bertha
George Hagar
Greg Bogdan
Greg Sanchez
Isaac Lefkowitz
James H. Bloem
James V. McKeon
John DePodesta
Joseph Mason
Ken Cullerot
Lou Ann Soika
Mark Sulecki
Melissa Powell
Michael Sherman
Michael Wylie
Orrin Feingold
Paul Bach
Rich Feifer
Richard Castor
Robert Fish
Robert Hartman
Sean Stevenson
Shayne Hutchison
Steve Young
Susan Overton
Terry Rappuhn
Tim Davis
Tom DiVittorio

SCHEDULE 1(c)

Equity Holders (More than 5%)

Arnold Whitman
Isaac M. Neuberger
Steven E. Fishman
Welltower OP LLC

SCHEDULE 1(d)

Bankruptcy Judges and Staff for the United States Bankruptcy Court for the Northern District of Texas, and U.S. Trustee Personnel for the Northern District of Texas

Bankruptcy Judges

Honorable Brad W. Odell
Honorable Judge Edward L. Morris
Honorable Judge Mark X. Mullin
Honorable Judge Michelle V. Larson
Honorable Judge Robert L. Jones
Honorable Judge Scott W. Everett
Honorable Judge Stacey G.C. Jernigan

Bankruptcy Court Staff

Dawn Harden
Hawaii Jeng
Jenni Bergreen
Jennifer Speer
Karyn Rueter
Shelby Wimberley
Stephen Manz
Traci Ellison

U.S. Trustee Personnel

Aamer Javed
Alexandria Hughes
Asher Bublick
C. Marie Goodier
Cheryl H. Wilcoxson
Elizabeth Young
Erin Schmidt
Felicia P. Palos
Fernando Garnica
Jason Russell
Kara Croop
Kendra M. Rust
Lisa L. Lambert
Meredyth Kippes
Rafay Suchedina
Reinhard Freimuth
Susan Hersh

SCHEDULE 1(e)

Banks, Lenders, Lien Parties, and Administrative Agents

Debtors' Secured Lenders and Administrative Agents

Berkadia Commercial Mortgage LLC
MAO 22322 LLC
OHI Mezz Lender LLC
Oxford Finance
ReGen Healthcare, LLC
WAX Dynasty Partners LLC
Welltower OP LLC (f/k/a Welltower Inc.)
White Oak Healthcare Finance, LLC
WO Healthcare Operating Partners, LLC
WO Healthco-MCM LLC

Additional Lien Parties

Department of Treasury – Internal Revenue Service
Secretary of Housing & Urban Development – Office of Residential Care Facilities

Banks

Bank of America
Bank of the Midwest
Builtwell
Burke & Herbert Bank
Camden National Bank
Capital One Bank
CIBC
Citibank
Citizens Bank
City National Bank of West Virginia
Commercial Bank
Crossfirst Bank
Fifth Third Bank
First Bank
First Citizens Bank & Trust Company
First Financial Bank
First National Bank of Romney
FirstBank of Franklin
Key Bank, N.A.
Manufacturers and Trust Bank
Old National Bank
Passumpsic Bank
PNC Bank
Regions Bank
Southside Bank

TD Bank, N.A.
Truist Financial
United Bank
U.S. Bank
Wells Fargo Bank, N.A.
WesBanco
West Union Bank

SCHEDULE 1(f)

Top 100 Unsecured Creditors

1199 New England Health Care Employees Pension Fund	Integra Scripts LLC
1970 Group Inc.	Internal Revenue Service
AccessIT Group Inc.	Jones, Shelva J.
ACS Pro Global Solutions	Kam, Phan
Agile Premium Finance	Kelly, April
Aranda-Vasquez, Veronica	LaFortune, Stephanie
Arrington, Don	Lembessis, Carol
Baca, Paul	Lincare Inc.
Barber, Joyce	Long, Lucy G.
Barboan, Lorraine	Lucero, Stella
Betancourt, Nellie	Mark, Bessie
Bland, Joseph	Marquez, Cointa
Blea, Rosalina	Martinez, Candido
Blue Cross Blue Shield of New Mexico	Medina, Eloy
Brown, Alma	Medline Industries Inc.
Brown, Dell'l	Medlock, Linda
Busch, Joel	Melendez, Maxine
Byndas, James	Miles, Barbara
CareAscend LLC	Miller, Mary
CareerStaff Unlimited LLC	MobilexUSA
Cerbie, Maryann	Monje, Esther
Change Healthcare Operations, LLC	Montoya, Ruben
Change Healthcare Technologies LLC	Net Health Systems Inc.
Charles, Lorna	Omnicare
Chavis, James	Parker, Elsie
Clark, Aleene	Patterson, David
Clarkson, Harriet L.	Pennington, Sandra
Commonwealth of Pennsylvania	PharMerica
Dages, Pauline	PointClickCare Technologies Inc.
DiLabbio, Harry	Porter, Alverita
Direct Supply Inc.	Quintana, Gloria
Eckhardt, James	Ramirez-Tellez, Yvonne
Englehart, Judith	Romero, Edwin
Gibbs, Michael	Romero, Georgia
G-Radar LLC	Salaiz, Manuel
HD Supply Facilities Maintenance	Sanchez, Presciliana
Healthcare Services Group Inc.	Serna, Luisita
Hugar, Jessica	Serrano, Ted
Hunt, Nancy	Snowden, Marilyn
ICIMS Inc.	State of Maryland
Ilco, George	State of New Hampshire
	State of New Jersey

State of New Mexico
State of North Carolina
State of Rhode Island
State of West Virginia
Synergi
Sysco
Target Building Construction Inc.
Taylor Communications
Tinkham, Faustina

Tracy, Darlene
Twomagnets Inc.
Unitex Textile Rental
UNM Hospitals
Vaccaro, Anna
WellSky
Wolderufael, Selome
Young, Paul

SCHEDULE 1(g)

Chapter 11 Professionals

Debtor Professionals

Ankura Consulting Group LLC
Epiq Corporate Restructuring, LLC
Jefferies LLC
Katten Muchin Rosenman LLP
McDermott Will & Emery LLP

Committee Professionals

TBD.¹

Patient Care Ombudsman

TBD.²

Ordinary Course Professionals

Anderson Kill
Bradley Arant Boult Cummings LLP
Buchanan Ingersoll & Rooney
Carolina Advocacy Group LLC
Casey & Chapman
CBIZ
Cherry Petersen Landry Albert LLP
Coleman & Sons Appraisal Group
Constangy Brooks, Smith & Prophete LLP
Cozen O'Connor PC
Davis Malm & D'Agostine PC
Dechert LLP
Deloitte Tax LLP
Dietrich Law Firm
Dinse P.C.
Dorsi & Dorsi
Flaherty Sensabaugh & Bonasso
Fultz Maddox Dickens PLC
Genova Burns LLC
Global Tax Management
Goldsmith & Grout

Gordon & Rees LLP
Grant Thornton LLP
Gregory Richters
Harris Beach Murtha Cullina PLLC
Holloway & Sullivan LLC
J McHale & Associates Inc.
Jackson Lewis P.C.
Jarrard, Inc.
Klasko Immigration Law Partners, LLP
Lanier Ford Shaver & Payne PC
Law Offices of Robert M. McCarthy
Littler Mendelson PC
Lowenstein Sandler
McNees Wallace & Nurick LLC
Morgan Lewis & Bockius LLP
Property Valuation Services
Quatro Tax LLC
Richards, Layton & Finger, P.A.
Robert McCarthy
Ryan LLC
Saxton & Stump LLC
Seegel Lipshutz & Lo
Senior Care Valuation LLC
Skadden Arps Slate Meagher & Flom LLP
Skoloff & Wolfe PC
SOHO Legal Services
Stevens & Lee
Stotler Hayes Group LLC
T Scott Basik PA
The Albano Group LLC
Unidas Case Management, Inc.
Williams Mullen Clark & Dobbins
Winston & Strawn LLP
Zipp & Tannenbaum LLC

¹ To be updated following appointment of any committee.

² To be updated following appointment of any PCO.

SCHEDULE 1(h)

Insurance Providers and Agents

ACE American Insurance Company	Wesco Insurance Company
American Bankers Insurance Company of Florida	Wright
American National Group, Inc.	Wright National Flood Insurance Company
American Zurich Insurance Company	Zurich American Insurance Co.
Arch	
Archer (Balance Partners)	
Associated Industries Insurance Company	
AXIS Insurance Company	
C&F	
Capitol Specialty Insurance	
CNA	
Coverys Specialty Insurance Company	
Evanston	
Fair American Insurance	
Federal Insurance Company	
Hiscox (TRIA)	
Houston Specialty Insurance	
Hudson Insurance Company (Euclid)	
Ironshore	
Kinsale	
Labor and Industries Washington State	
Lancashire	
Landmark	
Lexington	
Liberty Mutual (B&M)	
Lloyds of London	
Marsh	
Mitsui	
National Fire	
National Union Fire Insurance Co. of Pittsburgh, PA (AIG)	
Notting Hill Risk Retention Group, LLC	
Ohio Bureau of Workers' Compensation	
QBE	
RLI	
Selective	
Sompo International Insurance	
Starr	
Technology Insurance Company (AmTrust)	
Trisura	
U.S. Specialty Insurance Co.	
Velocity	

SCHEDULE 1(i)

Landlords

33-35 Water Street Nominee Trust, Newburyport Manager LLC 3200 Mission Arch Drive, LLC 3399 Peachtreet, LLC 885 3rd Avenue Realty Owner LLC A.L.E. Partners Albuquerque Health Care, Ltd. Albuquerque Real Estate Investments, Inc. Belen Health Care, Ltd. BFW, LLC Bottled Lightning, LP Cascade Capital Group Cindat Best Years Welltower JV LLC Cindat Capital Management Limited Crest Hauppauge Edward and Diane Egazarian Elaine Manor Limited Partnership FC-Gen Real Estate, LLC FPA 1350 King Associates, LLC Fund IV/Ratio Park, LLC Glenwood Realty, LLC GMF Capital Green Power Developers LLC Imperial Realty Integra Health Properties LLC LTD Properties, Inc. Next Healthcare Group Omega Healthcare Investors, Inc. Palmcrest Associates, Ltd. Pemberton Place, Inc. Presbyterian Healthcare Services Rainbow Real Estate Partners II, LLC Ralph Hazelbaker RDB-NJR Office Holdings Sabra Health Care REIT, Inc. Sanatoga RE, LLC Sandy River Health Systems LLC Siebar Windor, LLC The County Commission of Hampshire County, West Virginia Troy 1997 LLC Troy NH, LLC Upchurch Living Trust	Vantage Point Capital, LLC Ventas, Inc. WNG, LLC
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SCHEDULE 1(j)

Unions & Benefit Providers

Unions

AFSCME, AFL-CIO
Chauffeurs, Teamsters, and Helpers Local Union
Jersey Nurses Economic Security Organization
New England Health Care Employee Union
Office & Professional Employees International Union
Retail Wholesale and Department Store Union
Rhode Island Laborers' District Council
Service Employees International Union
United Brotherhood of Carpenters and Joiners of America and Carpenters Industrial Council
United Food & Commercial Workers Union
United Steel, Paper, and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union

Benefit Providers

Aetna Dental
Aflac
Anthem Blue Cross Blue Shield
ArmadaCare
Automatic Data Processing, Inc.
Brian Patten Associates
CapTrust
ConnectYourCare, LLC
Divvy
EmpiRx Health
Empower
EyeMed
First Stop Health
Health Advocate
Kaiser Permanente
Leading Edge Administrators
Liberty Mutual
MetLife
Optum Financial
PeopleSoft

SCHEDULE 1(k)

Potential Sale Parties

TBD.³

³ To be updated following marketing and sale process.

SCHEDULE 1(o)

Governmental Agencies / Regulators / Billing Agencies

Governmental Agencies / Regulators

Alabama Department of Public Health
Alabama Medicaid
Alabama State Health Planning and Development Agency
California Department of Health Services – Provider Enrollment Division
California Department of Public Health
Centers for Medicare & Medicaid Services
Connecticut Certificate of Need
Connecticut Department of Public Health
Connecticut Department of Social Services – Medical Assistance Program
Delaware Health and Social Services: Division of Health Care Quality
Delaware Health and Social Services: Division of Medicaid & Medical Assistance
Department of Health for the State of New Jersey
Department of Health of the Commonwealth of Pennsylvania
Department of Human Services – NJ FamilyCare/Medicaid
Department of Human Services (Medicaid) of the Commonwealth of Pennsylvania
Department of Vermont Health Access – Medicaid
Maine Department of Health and Human Services
Maine Department of Health and Human Services – Office of MaineCare Services
Maine Department of Public Health
Maryland Department of Health – Maryland Medicaid
Maryland Department of Health and Mental Hygiene – Division of Long Term Care Services
Maryland Nursing Home Licensure Program – Office of Health Quality
Massachusetts Department of Public Health – Determination of Need Program
Massachusetts Department of Public Health – Division of Health Care Facility Licensure & Certification
NC Medicaid
New Hampshire Department of Health and Human Services – Health Facilities Administration- Licensing
New Mexico Department of Health – Division of Health Improvement
New Mexico Health Care Authority
New Mexico Medicaid – Provider Enrollment
NH Department of Health & Human Services – Office of Medicaid Business & Policy
North Carolina Department of Health and Human Services – Division of Health Service Regulation
North Carolina Department of Health and Human Services – Medicaid
Office of Health and Human Services of Massachusetts
Rhode Island Department of Health – Center for Health Systems Policy and Regulations
Rhode Island Department of Health – Licensing Unit
Rhode Island Department of Human Services – Medicaid / Medicare
Rhode Island Executive Office of Health & Human Services
TennCare Provider Services
Tennessee Department of Health – Division of Health Licensure and Regulation
Tennessee Health Services and Development Agency
U.S. Department of Health and Human Services
U.S. Department of Justice

Vermont Agency of Human Services – Disabilities, Aging and Independent Living
Virginia Agency of Human Services – Disability, Aging and Independent Living
Virginia Department of Health – Office of Licensure and Certification
Virginia Department of Medical Assistance Services
Washington State Department of Health – Certificate of Need
Washington State Department of Social and Health Services
Washington State Department of Social and Health Services – Medicaid Provider Enrollment
West Virginia Health Care Authority – Certificate of Need Program
West Virginia Department of Health and Human Resources – Medicaid Provider Services
West Virginia Department of Health and Human Resources – Office of Health Facility Licensure & Certification

Medicare/Medicaid Billing Agencies

Gainwell Technologies
General Dynamics Information Technology
National Government Services, Inc.
Noridian
Novitas Solutions, Inc.
Palmetto GBA

EXHIBIT C

Services Agreement



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client” as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2026. If such annual increases exceed 10% from the prior year’s level, Epiq shall provide sixty (60) days’ prior written notice to Client of such proposed increases.



- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$50,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.



5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the “Property”). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the “Client Materials”) may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.

7. Indemnification.

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an “Indemnified Person”) harmless from and against any and all losses, claims, damages, liabilities, costs



(including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

8. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.



9. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

10. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

11. General

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.



- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportation disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.



11.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Floor
New York, New York 10017
Attn: Brad Tuttle

If to Client:

Genesis Healthcare, Inc.
101 East State Street
Kennett Square, PA 19348
Attn: Michael Berg

With a copy to:

McDermott Will & Emery LLP
1180 Peachtree St. NE, Suite 3550
Atlanta, GA 30309
Attn: Dan Simon

11.11 Invoices sent to Client should be delivered to the following address:

Genesis Healthcare, Inc.
101 East State Street
Kennett Square, PA 19348
Attn: Michael Berg

Email: michael.berg@genesishcc.com; dsimon@mwe.com;
Russell.perry@ankura.com

11.12 The “Effective Date” of this Agreement is May 8, 2025.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ CORPORATE RESTRUCTURING, LLC

A handwritten signature in blue ink, appearing to read "BT", written over a horizontal line.

Name: Brad Tuttle

Title: Senior Managing Director and GM

GENESIS HEALTHCARE, INC.

By: A handwritten signature in blue ink, appearing to read "Michael Berg", written over a horizontal line.

Name: Michael Berg

Title: General Counsel



SERVICES SCHEDULE

SCHEDULES/STATEMENT PREPARATION

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”), including (as needed):
 - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
 - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
 - Coordinate collection of data from Client and advisors.
 - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CLAIMS MANAGEMENT

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and
 - Asserted amount and classification of the claim.



- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

NOTICING

- Prepare and serve required notices in these Chapter 11 cases, including:
 - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;
 - Notice of objection to claims;
 - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
 - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service - file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- Update claim database to reflect undeliverable or changed addresses.



- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

BALLOTING/TABULATION

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
 - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
 - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
 - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
 - Coordinate distribution of solicitation documents.
 - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
 - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
 - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
 - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.

Undertake such other duties as may be requested by the Client.

CALL CENTER

- Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.



MISCELLANEOUS

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.



PRICING SCHEDULE

CLAIM ADMINISTRATION HOURLY RATES

<u>Title</u>	<u>Rates</u>
IT / Programming	\$65.00 – \$85.00
Case Managers	\$85.00 – \$165.00
Consultants/ Directors/Vice Presidents	\$170.00 – \$185.00
Solicitation Consultant	\$185.00
Executive Vice President, Solicitation	\$190.00
Executives	No Charge

CLAIMS AND NOTICING RATES¹

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL *
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	\$0.05 per letter
Publication Noticing	Quoted at time of request

DATA MANAGEMENT RATES

Data Storage, Maintenance and Security	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
CD- ROM (Mass Document Storage)	Quoted at time of request

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
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¹ Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

*Quoted at time of request for high volume blasts to all creditors



CALL CENTER RATES

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$65 per hour
Voice Recorded Message	\$0.34 per minute

OTHER SERVICES RATES

Strategic Communication Services	Quoted at time of request
Escrow Services	Quoted at time of request /competitive rates
Customized Non B10 On-Claim Form	Quoted at time of request
Rights Offering / ATOP Event	Quoted at time of request
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request

FIXED FEE and CAP CATEGORIES

The following workstreams will be performed and billed at a fixed fee:

- Pre-petition Preparations \$100,000 cap
(excludes executory contract review which would be performed at hourly rates)
- Schedule and Sofa Preparations \$150,000 fixed
(excludes executory contract review which would be performed at hourly rates)
- Monthly Noticing Professional Fees \$150,000 per month cap
(includes up to 20 mailings per month, excludes associated postage and paper costs)
- Database Maintenance \$10,000 fixed
(includes up to 200,000 records)

These fixed fee categories exclude call center, claims and ballot processing.