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

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

In re:)
) Chapter 11
GENESIS HEALTHCARE, INC., *et al.*,¹)
) Case No. 25-80185 (SGJ)
)
) (Jointly Administered)
Debtors.)
)
)

**DEBTORS' APPLICATION FOR ENTRY OF ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF SIDLEY AUSTIN LLP AS SPECIAL
TRANSACTION ADVISORY COUNSEL TO THE SPECIAL RESTRUCTURING
COMMITTEE, EFFECTIVE AS OF DECEMBER 23, 2025**

**IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING.
UNLESS OTHERWISE DIRECTED BY THE COURT, YOU MUST FILE YOUR RESPONSE
ELECTRONICALLY AT [HTTPS://ECF.TXNB.USCOURTS.GOV/](https://ecf.txnb.uscourts.gov/) NO MORE THAN
TWENTY-FOUR (24) DAYS AFTER THE DATE THIS APPLICATION WAS FILED. IF YOU
DO NOT HAVE ELECTRONIC FILING PRIVILEGES, YOU MUST FILE A WRITTEN**

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, which are being jointly administered for procedural purposes only. 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' 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.

OBJECTION THAT IS ACTUALLY RECEIVED BY THE CLERK AND FILED ON THE DOCKET NO MORE THAN TWENTY-FOUR (24) DAYS AFTER THE DATE THIS APPLICATION WAS FILED. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

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”) respectfully state the following in support of this application (this “Application”):²

Relief Requested

1. By this Application, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”), (a) authorizing the retention and employment of Sidley Austin LLP (“Sidley”) as special transaction advisory counsel to the Special Restructuring Committee (the “Special Restructuring Committee”) of the board of directors (the “Board”) of Genesis, effective as of December 23, 2025 (the “Retention Date”) in connection with the resumed auction process and in accordance with the terms and conditions set forth in that certain engagement letter between the Special Restructuring Committee and Sidley dated December 23, 2025, a copy of which is attached as Exhibit 1 to **Exhibit A** hereto; and (b) granting related relief.

2. In support of this Application, the Debtors submit the declaration of Thomas R. Califano, a partner of Sidley (the “Califano Declaration”), which is attached hereto as **Exhibit B**.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Northern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The Debtors confirm their consent to the entry of

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration, the Bidding Procedures Order, or the Revised Bidding Procedures, as applicable and each as defined herein.

a final order in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

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

5. The statutory bases for the relief requested herein are sections 327(e), 328(a), and 1107(b) of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Northern District of Texas (the “Local Rules”) and Section F.20 of the Procedures for Complex Cases in the Northern District of Texas (the “Complex Case Procedures”).

Background

6. On July 9, 2025, the Genesis Board unanimously adopted resolutions, among other things: (a) appointing Mr. Jonathan Foster, Ms. Elizabeth LaPuma, and Mr. William Snyder as Independent Directors and voting members of the Special Restructuring Committee (with Mr. Louis E. Robichaux and Mr. Russell A. Perry as non-voting members); and (b) delegating specific powers, authorities, and privileges to the Special Restructuring Committee (such resolutions, the “Delegating Resolutions”).³ The Delegating Resolutions delegated to the Special Restructuring Committee certain rights, powers, and decision-making authority in connection with, among other things, any matter relating to the sale process or the restructuring process involving the Debtors, including the sole and exclusive authority to negotiate, consider, review, evaluate, and

³ In addition, the Delegating Resolutions constituted the Special Investigation Committee—composed of Mr. Foster and Ms. LaPuma as voting members—and delegated to the Special Investigation Committee specific powers and authorities. The First Day Declaration contains a more detailed description of the Special Investigation Committee’s delegated authority.

consummate any Restructuring Action (as defined therein) involving any current or former equity holder, affiliate, subsidiary, director, manager, officer, or other related stakeholders, on the other (each, a “Related Party” and collectively, the “Related Parties”).

7. Commencing on July 9, 2025 (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code, thereby commencing these chapter 11 cases (the “Chapter 11 Cases”). The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. A detailed description of the Debtors and their business, including the facts and circumstances giving rise to the Debtors’ chapter 11 cases, is set forth in the *Declaration of Louis E. Robichaux IV in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 18] (the “First Day Declaration”).

8. On July 15, 2025, the Debtors filed a motion seeking court approval of proposed bidding procedures [Docket No. 117] (the “Bidding Procedures and Sale Motion”) for the sale of all or any portions of the Debtors’ assets and designating CPE 88988, LLC as the stalking horse bidder (the “Stalking Horse Bidder”) for substantially all of the Debtors’ assets.

9. On July 30, 2025, the Office of the United States Trustee for Region 6 (the “U.S. Trustee”) appointed an official committee of unsecured creditors (the “Committee”). *See* Docket Nos. 250, 262, 698, 699.

10. On August 28, 2025, after a three day contested hearing, the Court entered an order approving the Bidding Procedures and Sale Motion [Docket No. 685] (the “Bidding Procedures Order”), which approved a marketing and sale process culminating in a bid deadline on November 7, 2025 (the “Bid Deadline”) and an auction date on November 13, 2025.

11. As required under the Bidding Procedures following receipt of multiple Qualified Bids, the Debtors conducted an Auction for the Debtors' assets on November 18 and 19, 2025. The Auction elicited multiple rounds of competitive bidding from Genie 3 and the Stalking Horse Bidder. At approximately 6:00 p.m. on the second day of the Auction (November 19, 2025), the Stalking Horse Bidder and Genie 3 submitted their best and final bids in sealed envelopes.

12. Following a significant and lengthy deliberation process during which six formal Special Restructuring Committee meetings were held, on November 30, 2025, the Special Restructuring Committee unanimously selected the Stalking Horse Bidder as the Successful Bidder. The Debtors subsequently reconvened the Auction on December 1, 2025, announced the selection on the record, and filed the *Notice of Auction Results and Successful Bidder* [Docket No. 1692] shortly thereafter.

13. On December 10 and 11, 2025, the Court held a hearing (the "Sale Hearing") on the Debtors' proposed sale. On December 11, 2025, the Court declined to approve the Stalking Horse Bidder as the Successful Bidder and ultimately ruled, among other things, that the Auction must be reopened (as well as monitored by the U.S. Trustee and overseen by Mr. Andrew Turnbull of Houlihan Lokey) and that causes of action would no longer be one of the assets to be sold by the Debtors as part of the sale and marketing process.

14. On December 16, 2025, the U.S. Trustee filed its *Motion to Appoint a Chapter 11 Trustee* [Docket No. 1945], which is currently set for hearing on January 29, 2026 (the "Chapter 11 Trustee Motion").

15. On December 22, 2025, the Court entered the *Agreed Order (I) Approving Amended and Restated Bidding Procedures for the Submission, Receipt, and Analysis of Bids in Connection with the Sale of the Debtors' Assets, and (II) Scheduling Certain Auction Dates and*

Deadlines [Docket No. 1989] (the “Revised Bidding Procedures”), which, among other things, appointed Mr. Turnbull as the “Estate Broker” and the Honorable Harlin Hale as the “Auction Monitor.” The reopened auction is scheduled to take place on January 13, 2026, with a sale hearing to follow on January 20, 2026.

16. In furtherance of the Special Restructuring Committee’s continued role in the Debtors’ sale and auction process and the subsequent determination of the Successful Bidder, the Special Restructuring Committee seeks to retain Sidley (specifically, a small team led by Mr. Thomas Califano) as Special Transaction Advisory Counsel in connection with the resumed auction. The Special Restructuring Committee is cognizant that allegations were raised by certain parties-in-interest regarding the disinterestedness or conflicted nature of the members of the Special Restructuring Committee and its retained professionals. Although the Special Restructuring Committee strongly disagrees with these allegations, it also believes that the retention of Mr. Califano’s services will provide the Court and all parties-in-interest with additional comfort of the fairness and independence of the process and decision-making of the Special Restructuring Committee. Although the scope of the proposed engagement relates specifically to provide the Special Restructuring Committee with legal advice in connection with the resumed auction and sale process over the upcoming several weeks, the scope can be modified in the discretion of the Special Restructuring Committee to address any additional matters in these Chapter 11 Cases as it deems appropriate.

Sidley’s Qualifications

17. Sidley is a full-service law firm with a national and international presence. Sidley has more than 2,000 lawyers in 20 offices in the United States, Europe, Asia, and Australia. Sidley has expertise in nearly every major substantive area of legal practice, and its clients include leading

public companies and privately held businesses in a variety of industries and major nonprofit organizations. Sidley's restructuring practice is comprised of approximately 70 full-time attorneys, in addition to attorneys in numerous other principal areas of practice who have subspecialties in restructuring-related issues.

18. Sidley is frequently retained to act as general restructuring counsel in complex chapter 11 cases, including among others, the following cases: *In re Harvest Sherwood Food Distributors, Inc.*, Case No. 25-80109 (SGJ) (Bankr. N.D. Tex. July 18, 2025); *In re Plenty Unlimited Texas LLC*, Case No. 25-90105 (CML) (Bankr. S.D. Tex. May 12, 2025); *In re Jervois Texas, LLC*, Case No. 25-90002 (CML) (Bankr. S.D. Tex. Mar. 6, 2025); *In re Prospect Medical Holdings, Inc.*, Case No. 25-80002 (SGJ) (Bankr. N.D. Tex. Feb. 13, 2025); *In re CareMax, Inc.*, Case No. 24-80093 (MVL) (Bankr. N.D. Tex. Jan. 22, 2025); *In re Independence Contract Drilling Inc.*, Case No. 24-90612 (ARP) (Bankr. S.D. Tex. Jan. 9, 2025); *In re Conn's, Inc.*, Case No. 24-33357 (ARP) (Bankr. S.D. Tex. Aug. 27, 2024); *In re Eiger Biopharmaceuticals, Inc.*, Case No. 24-80040 (SGJ) (Bankr. N.D. Tex. May 13, 2024).

19. The Debtors retained McDermott Will & Schulte LLP ("McDermott") as their primary restructuring counsel in connection with these Chapter 11 Cases, and Katten Muchin Rosenman ("Katten") as counsel to the Special Investigation Committee. *See* Docket Nos. 802 & 803. The services of Sidley shall complement, and not duplicate, the services to be rendered by McDermott and Katten. Sidley shall act on its own and will not act under the supervision of McDermott or Katten. Indeed, the Debtors are mindful of the need to avoid duplication of services and appropriate procedures will be implemented to ensure that there is no such duplication.

Services to be Provided

20. As set forth in the Engagement Letter, it is proposed that Sidley be retained by the Special Restructuring Committee as Special Transaction Advisory Counsel in connection with evaluating the competing sale transactions under Bankruptcy Code section 363, including advising on process and procedure matters relating to such sale transactions and interacting with counsel and professionals for other parties-in-interest in connection thereto. As noted previously, the scope of this engagement may expand at the discretion of the Special Restructuring Committee. The Debtors have determined that the retention of Sidley (and specifically, Mr. Califano) as special transaction advisory counsel is appropriate to assist the Special Restructuring Committee in fulfilling their duties in these Chapter 11 Cases, and that the employment of Sidley is in the best interests of the Debtors' estates.

Professional Compensation

21. Subject to the Court's approval and in accordance with sections 330 and 331 of the Bankruptcy Code, the applicable Bankruptcy Rules, the Local Rules, and other procedures that may be ordered by the Court, the Debtors request that Sidley be compensated on an hourly basis and that Sidley receive reimbursement of actual and necessary expenses incurred in connection with its representation of the Special Restructuring Committee in these Chapter 11 Cases. Sidley intends to apply via monthly, interim, and final fee applications, as applicable, for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. In accordance with the terms of the Engagement Letter, the Debtors have agreed to compensate Sidley for the work performed on behalf of the Special Restructuring Committee.

22. The hourly rates and corresponding rate structure Sidley will use in these Chapter 11 Cases are the same as the hourly rates and corresponding rate structure that Sidley uses in other chapter 11 matters, as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such chapter 11 and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

23. Sidley will also make a reasonable effort to comply with the requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* effective as of November 1, 2013 (the "U.S. Trustee Guidelines"), both in connection with this Application and any applications for compensation and reimbursement of expenses filed by Sidley in these Chapter 11 Cases.

24. Sidley operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm's expertise, performance, and reputation, the nature of the work involved, and other factors.

25. Sidley will charge the Debtors for its legal services on an hourly basis as its ordinary and customary rates in effect on the date that such services are rendered and for reimbursement of all costs and expenses incurred by Sidley in connection with its representation of the Special Restructuring Committee. Sidley's billing rates for professionals who may work on this matter currently range from \$910 to \$2,870 per hour for its attorneys and from \$510 to \$805 for its paralegals. The following attorneys are presently expected to have primary responsibility for providing services to the Special Restructuring Committee (hourly billing rates noted in parentheses): Thomas R. Califano (\$2,310); William Curtin (\$1,860); and Anne Wallice (\$1,670).

26. Sidley's hourly rates are set at a level designed to compensate Sidley fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.⁴ Moreover, such rates are consistent with the rates that Sidley charges other comparable clients, regardless of the location of the chapter 11 case. As described in the Califano Declaration, Sidley's rate structure is appropriate and not significantly different from the rates that Sidley charges for other non-bankruptcy representations or the rates that other comparable counsel would charge to perform substantially similar services.

27. In addition to the hourly rates set forth above, Sidley customarily charges its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Sidley's policy to charge its clients only the amount actually incurred by Sidley in connection with such items. Examples of such expenses include postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

Compensation Received by Sidley from the Debtors

28. No amounts were paid to Sidley by the Debtors during the 90 days in advance of the Petition Date and, as of the Petition Date, the Debtors did not owe Sidley any amounts for legal

⁴ For example, like many of its peer law firms, Sidley typically increases the hourly billing rate of attorneys and paraprofessionals once a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the U.S. Trustee Guidelines). As set forth in the Proposed Order, Sidley will provide ten (10) business days' notice to the Debtors, counsel to the Committee, and the U.S. Trustee in connection with any increase of Sidley's hourly billing rates that are set forth in this Application.

services rendered before the Petition Date, nor have the Debtors paid Sidley any amounts or retainer for services provided to date.

29. Pursuant to Bankruptcy Rule 2016(b), Sidley has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys (if applicable) associated with Sidley, or (b) any compensation another person or party has received or may receive.

No Adverse Interest

30. Pursuant to Bankruptcy Rule 2014(a), the Califano Declaration sets forth Sidley's disclosable connections with the Debtors, their creditors, and other known parties-in-interest.

31. To the best of the Debtors' and the Special Restructuring Committee's knowledge, the attorneys of Sidley do not hold or represent any interest adverse to the Debtors or their estates with respect to matters on which Sidley is to be retained by the Special Restructuring Committee. In addition, to the best of the Debtors' and the Special Restructuring Committee's knowledge, except as disclosed herein and in the Califano Declaration, the attorneys of Sidley: (a) do not have any disclosable connections with any of the Debtors, their affiliates, their creditors, or any other parties in interest or their respective attorneys and accountants; (b) do not have any disclosable connections with the U.S. Trustee and key staff members of the U.S. Trustee's office; and (c) do not have any disclosable connections with the United States Bankruptcy Judges for the Northern District of Texas.

32. Sidley 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, Sidley will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Supporting Authority

33. The Debtors seek approval of the retention of Sidley by the Special Restructuring Committee as special transaction advisory counsel on behalf of the Special Restructuring Committee, pursuant to sections 327(e), 328(a), and 1107(b) of the Bankruptcy Code. Section 327(e) of the Bankruptcy Code provides:

[T]he trustee, with the court’s approval, may employ, for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e).

34. Retention pursuant to Bankruptcy Code section 327(e) is appropriate given the specific and limited scope of the proposed retention of Sidley by the Special Restructuring Committee.

35. Bankruptcy Code section 1107(b) provides that a person is not disqualified for employment under Bankruptcy Code section 327 by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case. 11 U.S.C. § 1107(b).

36. Under Bankruptcy Code section 328(a), with the Court’s approval, a debtor in possession may employ professional persons under Bankruptcy Code section 327 “on any reasonable terms and conditions of employment, including on retainer, on an hourly basis, on a fixed or percentage basis, or on a contingent fee basis.” 11 U.S.C. § 328(a).

37. 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.

38. Retention of an attorney under section 327(e) does not require the same searching inquiry required for a debtor to retain general bankruptcy counsel under section 327(a). *See Meespierson Inc. v. Strategic Telecom Inc.*, 202 B.R. 845, 847 (D. Del. 1996) (“[S]pecial counsel employed under [section] 327(e) need only avoid possessing a conflict of interest concerning the matter at hand.”).

39. Nevertheless, the phrase “does not represent or hold any interest adverse to the debtor or to the estate” requires a factual determination of “all relevant facts surrounding the debtors’ case, including, but not limited to, the nature of the debtor’s business, all foreseeable employment of special counsel, [and] the expense of replacement counsel” *In re Woodworkers Warehouse, Inc.*, 323 B.R. 403, 406 (D. Del. 2005). In general, however, subject to the requirements of sections 327 and 1107, a debtor in possession is entitled to the counsel of its choosing. *In re Vouzianas*, 259 F.3d 103, 108 (2d Cir. 2001) (observing that “[o]nly in the rarest cases should the trustee be deprived of the privilege of selecting his own counsel”).

40. As set forth in the Califano Declaration, Sidley conducted a search of its electronic conflicts database with respect to the Special Restructuring Committee and a list of potential parties-in-interest in these Chapter 11 Cases (collectively, the “Potential Parties-in-Interest”). The Potential Parties-in-Interest and the results of the conflicts search are set forth on Schedule 1 and Schedule 2 to the Califano Declaration, respectively. To the best of the Debtors’ knowledge, as disclosed in the Califano Declaration, neither Sidley, nor any Sidley professional working on or connected to the Sidley engagement has a conflict with the Debtors, the members of the Special

Restructuring Committee, the Debtors' creditors, or any other party-in-interest in these Chapter 11 Cases, or their respective attorneys or accountants. Accordingly, Sidley does not hold or represent any interest adverse to the members of the Special Restructuring Committee, the Debtors, or their estates with respect to the matters in which Sidley is to be employed, except to the extent, if any, set forth in the Califano Declaration.

41. Given the large number of parties-in-interest in these Chapter 11 Cases and because the information on Schedule 1 to the Califano Declaration may have changed without Sidley's knowledge and may change during the pendency of these Chapter 11 Cases, Sidley is not able to conclusively identify all relationships or potential relationships with all creditors or other parties-in-interest in these Chapter 11 Cases. If any new relevant facts or relationships are discovered or arise, Sidley will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

42. The Debtors submit that, for all of the reasons stated above and in the Califano Declaration, the retention and employment of Sidley as special transaction advisory counsel to the Special Restructuring Committee is warranted.

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

43. The Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the fourteen-day stay period under Bankruptcy Rule 6004(h).

Notice

43. The Debtors will provide notice of this Application to the following parties or their respective counsel: (a) Genesis Healthcare, Inc., c/o Ankura Consulting Group, LLC, 2021 McKinney Ave. Suite 340, Dallas, TX 75201 (Attn: Louis E. Robichaux IV (louis.robichaux@ankura.com) and Russell A. Perry (russell.perry@ankura.com)); (b) counsel to

the Debtors, McDermott Will & Schulte LLP, 2801 North Harwood Street, Suite 2600, Dallas, TX 75201 (Attn: Marcus A. Helt (mhelt@mwe.com) and Jack G. Haake (jhaake@mwe.com)), and 1180 Peachtree St. NE, Suite 3350, Atlanta, GA 30309 (Attn: Daniel M. Simon (dsimon@mwe.com)), and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: William A. Guerrieri (wguerrieri@mwe.com) and Emily C. Keil (ekeil@mwe.com)); (c) counsel to the Committee, Proskauer Rose LLP, Eleven Times Square, New York, NY 10036 (Attn: Brian Rosen (brosen@proskauer.com), Ehud Barak (ebarak@proskauer.com), and Daniel Desatnik (ddesatnik@proskauer.com) and Stinson LLP, 1201 Walnut, Suite 2900, Kansas City, MO 64106 (Attn: Nicholas Zluticky (nicholas.zluticky@stinson.com) and Zachary Hemenway (zachary.hemenway@stinson.com)); (d) counsel to OHI Mezz Lender LLC, Ferguson Braswell Fraser Kubasta PC, 2500 Dallas Parkway, Suite 600, Plano, TX 75093 (Attn: Leighton Aiken (laiken@fbfk.law)) and Goodwin Proctor LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018 (Attn: Robert J. Lemons (rlemons@goodwinlaw.com)); (e) counsel to White Oak Healthcare Finance, LLC, Blank Rome LLP, 444 West Lake Street, Suite 1650, Chicago, IL 60606 (Attn: Kenneth J. Ottaviano (ken.ottaviano@blankrome.com) and Paige Barr Tinkham (paige.tinkham@blankrome.com)); (f) counsel to Welltower, Gibson, Dunn & Crutcher LLP, 333 South Grand Avenue, Los Angeles, CA 90071 (Attn: Jeffrey C. Krause (jkrause@gibsondunn.com), Francis Petrie (fpetrie@gibsondunn.com), and Michael G. Farag (mfarag@gibsondunn.com)); (g) counsel to ReGen Healthcare LLC, DLA Piper LLP, 1900 N. Pearl St., Suite 2200, Dallas, TX 75201 (Attn: James Muenker (james.muenker@us.dlapiper.com)); (h) the Office of the United States Trustee for Region 6, 1100 Commerce Street, Room 976, Dallas, TX 75242 (Attn: Meredyth Kippes

(meredyth.kippes@usdoj.gov)); and (i) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

44. No prior request for the relief sought in this Application has been made to this or any other Court.

WHEREFORE, the Debtors request that the Court enter the Proposed Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

Dated: January 5, 2026

/s/ Jonathan Foster

Name: Jonathan Foster

Title: Independent Director and Member
of the Special Restructuring
Committee of Genesis Healthcare,
Inc.

Certificate of Service

I certify that, on January 5, 2026, I caused a copy of the foregoing document to be served by the Electronic Case Filing System for the United States Bankruptcy Court for the Northern District of Texas.

/s/ Marcus A. Helt _____

Marcus A. Helt

Exhibit A

Proposed Order

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

In re:)	
)	Chapter 11
)	
GENESIS HEALTHCARE, INC., <i>et al.</i> , ¹)	Case No. 25-80185 (SGJ)
)	
Debtors.)	(Jointly Administered)
)	
)	Related to Docket No. []

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT OF
SIDLEY AUSTIN LLP AS SPECIAL TRANSACTION ADVISORY COUNSEL
TO THE SPECIAL RESTRUCTURING COMMITTEE,
EFFECTIVE AS OF DECEMBER 23, 2025**

Upon the application (the “Application”)² of Genesis Healthcare, Inc. (“Genesis”) and certain of its affiliates and subsidiaries as debtors and debtors-in-possession in the above-captioned

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, which are being jointly administered for procedural purposes only. 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’ 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.

chapter 11 cases (collectively, the “Debtors”) for entry of an order (this “Order”) (a) authorizing the Debtors to retain and employ Sidley Austin LLP (“Sidley”) as special transaction advisory counsel to the Special Restructuring Committee of the Genesis Board effective as of December 23, 2025 and (b) granting related relief, pursuant to sections 327(e), 328(a), and 1107(b) of title 11 of the United States Code (the “Bankruptcy Code”), rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Northern District of Texas (the “Local Rules”); and upon the Court having reviewed the Application and the Califano Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found based on the representations made in the Application and in the Califano Declaration that: Sidley does not hold or represent an interest adverse to the Debtors or their estates with respect to the matters for which Sidley is retained at the direction of the Special Restructuring Committee; and this Court having found that the relief requested in the Application is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and this Court having found that the Debtors’ notice of the Application and opportunity for a hearing on the Application were appropriate and no other notice need be provided; and this 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”), if any; and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing, if any, establish just cause for the relief granted herein; and upon all of the proceedings

had before this Court; and after due deliberation and sufficient cause appearing therefor, it is

HEREBY ORDERED THAT:

1. The Debtors are authorized, pursuant to sections 327(e), 328(a), and 1107(b) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b), and Local Rules 2014-1 and 2016-1, to retain and employ Sidley effective as of December 23, 2025 as special transaction advisory counsel to the Special Restructuring Committee, and such other matters as designated by the Special Restructuring Committee, in accordance with the terms of the Application and the Engagement Letter attached as Exhibit 1 to the Proposed Order. Retention pursuant to section 327(e) of the Bankruptcy Code is appropriate given the specific scope of Sidley's retention.

2. Sidley is authorized to render legal services to the Special Restructuring Committee as described in the Application and the Engagement Letter.

3. Sidley shall apply for compensation earned for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code, and applicable provisions of the Bankruptcy Rules, the Local Rules, and any fee and expense guidelines of this Court.

4. Sidley shall also make a reasonable effort to comply with the U.S. Trustee's request for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases*, effective November 1, 2013 (the "U.S. Trustee Guidelines"), both in connection with the Application and the interim and final fee applications to be filed by Sidley in these Chapter 11 Cases. Sidley shall include in its fee applications, among other things, contemporaneous time records setting forth a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Special

Restructuring Committee in one-tenth (.1) hour increments.

5. Sidley shall use its reasonable efforts to avoid any duplication of services provided by any of the Debtors' other retained professionals in these Chapter 11 Cases.

6. To the extent further increases in rates set forth in the Application occur after entry of this Order, Sidley shall file a notice with the Court and give the Debtors, the U.S. Trustee, and counsel to the Committee notice of any increases in the rates set forth in the Application. The notice shall explain the basis for the requested rate increases in accordance with Bankruptcy Code section 330(a)(3)(F) and state whether the Debtors have consented to the rate increase. The U.S. Trustee retains all rights to object to any hourly rate increases on all grounds, including the reasonableness standard set forth in Bankruptcy Code section 330, and the Court may review any rate increase pursuant to Bankruptcy Code section 330.

7. No agreement or understanding exists between Sidley and any other person, other than as permitted by section 504 of the Bankruptcy Code, to share compensation received for services rendered in connection with these cases, nor shall Sidley share or agree to share compensation received for services rendered in connection with these cases with any other person other than as permitted by section 504 of the Bankruptcy Code.

8. Sidley shall 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, Sidley shall use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

9. To the extent the Application or the Califano Declaration is inconsistent with this Order, the terms of this Order shall govern.

10. The notice requirements of Bankruptcy Rule 6004(a) are deemed waived.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

12. Notice of the Application as provided therein shall be deemed to be good and sufficient notice of such Application, and the requirements of the Bankruptcy Rules and Local Rules are satisfied by such notice.

13. Notwithstanding any Bankruptcy Rule to the contrary, the terms and conditions of this Order are immediately effective and enforceable upon its entry.

14. The Court retains exclusive jurisdiction with respect to all matters arising from or relating to the implementation, interpretation, or enforcement of this Order.

END OF ORDER

Order submitted by:

MCDERMOTT WILL & SCHULTE LLP

/s/ Marcus A. Helt

Marcus A. Helt (TX 24052187)

Jack G. Haake (TX 24127704)

2801 N. Harwood Street, Suite 2600

Dallas, Texas 75201-1574

Telephone: (214) 295-8000

Facsimile: (972) 232-3098

Email: mhelt@mwe.com

jhaake@mwe.com

- and -

Daniel M. Simon (admitted *pro hac vice*)

Emily C. Keil (admitted *pro hac vice*)

William A. Guerrieri (admitted *pro hac vice*)

Catherine T. Lee (admitted *pro hac vice*)

Landon W. Foody (admitted *pro hac vice*)

444 West Lake Street, Suite 4000

Chicago, Illinois 60606

Telephone: (312) 372-2000

Facsimile: (312) 984-7700

Email: dsimon@mwe.com

ekeil@mwe.com

wguerrieri@mwe.com

clee@mwe.com

lfoody@mwe.com

Counsel for the Debtors and Debtors-in-Possession

Exhibit 1

Engagement Letter

SIDLEY

SIDLEY AUSTIN LLP
787 SEVENTH AVENUE
NEW YORK, NY 10019
+1 212 839 5300
+1 212 839 5599 FAX

+1 212 839 5575
TOM.CALIFANO@SIDLEY.COM

December 23, 2025

Privileged and Confidential

Genesis Healthcare, Inc.
101 East State Street
Kennett Square, PA 19348
Attention: Jonathan Foster

Re: Special Restructuring Committee of Chapter 11 Debtor Genesis Healthcare, Inc.

Dear Jon:

Introduction. Sidley Austin LLP (“Sidley” or “we”) appreciates the opportunity to serve as your counsel. This letter, including its Attachment entitled “Additional Terms and Conditions,” explains the policies and procedures that apply to this engagement. If this letter is acceptable, please sign two copies in the space provided below, retain one copy and return the other to me.

Client. The client in the matter described below will be the Special Restructuring Committee of Genesis Healthcare, Inc. (the “Client,” the Committee” or “you”). Unless we otherwise agree in writing, the Client will not include any entity owned or controlled by Genesis Healthcare, Inc. (“Genesis”) or any other committee or board of Genesis.

Matter; Scope. Our representation is limited to representing the Client in connection with evaluating the competing sale transactions under section 363 in the chapter 11 case of Genesis relating to the reopened auction process (the “Matter”), including advising on process and procedure matters relating to such sale transactions and interacting with counsel and professionals for other parties in interest in connection thereto. Sidley will act as special transaction advisory counsel to the Special Restructuring Committee. Any expansion of the scope of this Matter must be confirmed in writing by at least one member of the Special Restructuring Committee. If we take on additional matters, each will be governed by this letter unless otherwise agreed. You also agree that we will not be subject to any Outside Counsel Guidelines, Master Retainer Agreement or other terms of representation issued by you, without our express written permission.

Fees and Expenses. Our fees for the Matter will be based on the hourly billing rate for each attorney and paralegal (and any other relevant timekeeper) devoting time to the Matter. Our

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billing rates for attorneys in our United States offices currently range from: \$910 per hour for new Associates to \$2,870 per hour for Senior Partners and Senior Counsel. Our billing rates for Paralegals in those offices currently range from \$510 per hour to \$805 per hour. I will be your primary attorney responsible for this matter, and my 2026 billing rate is \$2,310. While I will endeavor to limit the number of attorneys involved, the other principal attorneys involved, if at all, would be William Curtin and Anne Wallace (with their 2026 billing rates as \$1,860 and \$1,670, respectively). These billing rates, which are not set by law but are negotiable between attorney and client, may be changed periodically.

We are committed to serving you with efficient and cost-effective support systems. We will include on our bills charges for services such as document reproduction, messenger and overnight courier service, computerized research, travel, document processing, search and filing fees and internal litigation and practice support services. Fees and expenses of others (such as outside experts, consultants, other non-legal professionals, local counsel and co-counsel) will generally be billed directly to you by those others. Our website, which can be accessed at <https://www.sidley.com/en/-/media/uploads/costrecoveryandadministrativeexpensepolicy.pdf>, includes detailed information about our expense recovery policies and procedures, which are an integral part of this letter. These policies and procedures take into account, among other things, a number of special arrangements we have with some of our vendors and service providers.

Our retention will be pursuant to section 327(e) of the Bankruptcy Code and we will be paid as an administrative expense of the chapter 11 estate upon Bankruptcy Court approval.

Conflicts. This letter does not create an exclusive relationship; you are free to retain other counsel of your choosing for any matter. Correspondingly, we have numerous clients that rely upon us for general representation, including clients that may be indebted to, or are creditors of you or one or more of your affiliates. As a result, without advance conflicts waivers from Sidley clients, conflicts of interest could arise that could deprive either you or other Sidley clients of the right to select Sidley as counsel.

In light of the foregoing, other current or future clients, including, but not limited to, those identified in the preceding paragraph (collectively, the “Other Clients”), may ask us to represent them in matters such as litigation, business transactions, investigations, regulatory, insolvency, restructuring or other matters that are or may be adverse to you and may negatively impact your interests. If we are not representing you in such a matter, and the matter in which you and an Other Client have adverse interests is not substantially related to our current or past representation of you and does not involve our use, to your disadvantage, of confidential information you have provided to us, you agree that we may represent such Other Client, you waive any conflict of interest arising from such representation, and you agree that you will not seek to disqualify or otherwise prevent us from representing such Other Client. On the other hand, you may ask Sidley to represent you in a matter adverse to an Other Client in which we are not representing the Other Client. In such circumstances, you agree that we may represent you adverse to the Other Client and waive any conflict of interest arising from our unrelated representation of the Other Client and you agree that you will not seek to disqualify or otherwise prevent us from representing such Other Client. **You acknowledge that you have had an**

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opportunity to consult with other counsel (in-house or otherwise) and to raise any questions you may have with us before agreeing to this waiver.

Term of Engagement. We trust that our relationship with you will be mutually satisfactory. However, either you or Sidley may terminate our representation at any time for any reason, subject on our part to applicable rules of professional conduct. If we terminate the representation before it is concluded, we will take reasonably practicable steps to protect the Client's interests. If a court's permission is required for withdrawal from the representation, we will promptly apply for such permission, and you agree to cooperate in such application – including, where appropriate, by engaging successor counsel in the matter.

Unless previously terminated, our engagement in the Matter and representation of the Client in the Matter will terminate without further notice upon the earliest of: (i) our completion of the Matter; (ii) a decision by you not to proceed with the Matter; (iii) our sending a final statement for services rendered in the Matter; and (iv) when a period in excess of 180 (one hundred eighty) days elapses during which you do not request and we do not furnish you with any billable services. The termination of a matter by either the Client or Sidley will not affect the Client's obligation to pay unpaid fees and expenses incurred as of that time, and will not be affected by the fact that Sidley (a) thereafter makes efforts to collect unpaid fees and expenses or (b) is designated in an agreement with another party or on a court service list to receive notices related to the matter.

Arbitration of Disputes. We expect that any disagreement between us relating to an engagement governed by this letter or to our relationship with the Client (including any claim of malpractice or breach of contract, or relating to fees or charges for the representation) will be resolved by discussion. If, however, such discussion is not successful, we both agree that any such dispute or claim will be finally resolved by arbitration conducted in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Non-Administered Arbitration (effective November 1, 2007), except as they may be modified herein or by our mutual agreement. The arbitration shall take place in New York or in another location agreed to by you and us. In addition, we both consent to the jurisdiction of the federal or state courts in the location where the arbitration is conducted over any judicial proceedings relating to any aspect of the arbitration, including motions to confirm, vacate, modify or correct an arbitration award. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, and judgment may be entered by any court having jurisdiction over the award or the relevant party or its assets.

The arbitration shall be conducted by one arbitrator, who shall be selected by our mutual agreement or by the CPR if you and we are unable to agree on an arbitrator within 30 days after arbitration is initiated. Each of us will be responsible for paying the costs of the arbitration in accordance with CPR rules. Each of us agrees to keep the arbitration confidential, and neither the proceeding's existence nor any element of it shall be disclosed by either of us beyond the tribunal, the parties and their counsel and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or to the extent that disclosure is necessary to enforce the rights

SIDLEY

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arising out of the award, provided that each of us agrees to use best efforts to limit the scope of any required disclosure and, subject to court approval, to seek to submit any such disclosure to a court or agency under seal. Claimants who are not parties to this letter may not bring claims in the arbitration proceeding.

This agreement to arbitrate shall constitute an irrevocable waiver of each party's right to a trial by jury, as well as of rights to discovery or to an appeal that would customarily be available in a judicial proceeding but that may be limited or unavailable in connection with such an arbitration. You acknowledge that you have had the opportunity to consult with other counsel (in-house or otherwise) prior to agreeing to this waiver, including regarding the waiver of jury trial, discovery and appeal rights, and have made your own decision about whether to do so.

New York Fee Arbitration. If a dispute arises as to the amount of fees or disbursements charged, the Client may have the right to seek arbitration or mediation of the fee dispute under New York law. We will provide you with the necessary information regarding such processes in the event of a dispute, or at any time upon request. If you elect to seek arbitration of a fee dispute pursuant to New York law, such processes will be limited to the fee dispute and will not apply to any other matter that is governed by this section.

This agreement to arbitrate shall constitute an irrevocable waiver of each party's right to a trial by jury, as well as of rights to discovery or to an appeal that would customarily be available in a judicial proceeding but that may be limited or unavailable in connection with such an arbitration. You acknowledge that you have had the opportunity to consult with other counsel (in-house or otherwise) prior to agreeing to this waiver, including regarding the waiver of jury trial, discovery and appeal rights, and have made your own decision about whether to do so.

* * *

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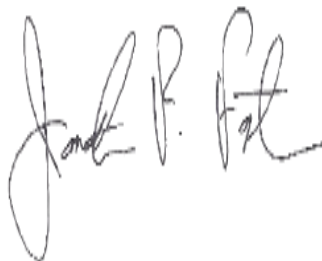
Please call me if you have any questions regarding this letter. Thank you for the opportunity to serve you.

Very truly yours,

Thomas R. Califano

Attachment: Additional Terms and Conditions

Acknowledged and Agreed

A handwritten signature in black ink, appearing to read "Jonathan Foster". The signature is written in a cursive, flowing style.

By: _____

Jonathan Foster

Privileged and Confidential

Additional Terms and Conditions

This is an attachment to, and integral part of, the letter dated [December 22, 2025,] with the Special Restructuring Committee of Genesis Healthcare, Inc.

Limitations on the Scope of the Matter. Unless otherwise agreed by Sidley in writing, our engagement in the Matter or in any other representation contemplated by this letter will not include advising you on insurance coverage issues; Sidley will not provide advice concerning notification of insurance carriers, and will not be responsible for notifying such carriers or for follow-up communications with the carriers regarding the status of the Matter. In addition, Sidley will not be representing your insurance carrier in the Matter.

After completion of the Matter, changes may occur in applicable laws or regulations or applicable transaction documentation that could have an impact on the Client's future rights and liabilities. Unless the Client actually engages us to provide additional advice after the completion of the Matter on issues arising from the Matter, and we accept such an engagement in writing, we will have no continuing obligation to advise the Client with respect to future legal developments. In addition, certain entities may have reporting obligations under applicable state or federal laws, including the Corporate Transparency Act in the United States and similar anti-money laundering laws in other jurisdictions. Unless we are expressly engaged for the purpose of filing such specific reports, we will not have any responsibility to monitor any reporting deadlines or to timely file documents with respect to such reporting obligations. If we are asked to assist in the formation of a new entity, unless we otherwise agree in writing at such time, the Client agrees that someone at the Client, and not an employee or attorney at Sidley, will be the individual primarily directing or controlling such filing and listed as a "company applicant" as defined under the Corporate Transparency Act in any beneficial owner reports filed under the Corporate Transparency Act (in addition to the individual who directly files the document that first creates the entity).

In addition, documentation for the Matter ("Deal Documentation") may include deadlines or expiration dates ("Post-Closing Deadlines") that fall after the closing of the Matter (for example, escrow release dates, contingent payment due dates and expiration of the time to make representation and warranty or indemnity claims), that may relate to the delivery of notices, the assertion of rights or other matters ("Post-Closing Deadlines"), or that may require the delivery of other documentation ("Post-Closing Documentation"). We will not have any responsibility to monitor any Post-Closing Deadlines or the requirement to deliver any Post-Closing Documentation. In addition, unless we are expressly engaged for that purpose, we will not provide advice or otherwise have responsibility relating to any Post-Closing Deadlines, or the adequacy or accuracy of any Post-Closing Documentation.

No Warranty. Sidley will endeavor to achieve successful results for the Client, but Sidley makes no promises or warranties to the Client regarding the outcome or cost of the Matter.

Conflicts Relating to Restructuring and Insolvencies. Sidley's representation of an entity in financial distress may involve adversity to that entity's numerous creditors, equity

interest holders, or other parties in interest (including Client). Accordingly, you agree that in a matter for another Sidley client which involves the bankruptcy or financial restructuring of such other client, we may represent such other client adversely to you provided the matter involved is not substantially related to our representation of you.

Confidentiality and Document Retention. When a matter is concluded, we will keep our file confidential in accordance with applicable rules of professional conduct. At the Client's request at the termination of a matter, Sidley will provide the Client with Sidley's file relating to the representation, including any documents or other property that the Client provided to Sidley in connection with the representation. Such file will not include Sidley's administrative records, time and expense reports, personnel and staffing materials, credit and accounting records and internal Sidley work product (such as drafts, notes, and internal memoranda and emails). Sidley may make and retain a copy of the file provided to the Client. If the Client does not request delivery of the file, Client agrees that Sidley will retain the file in accordance with its records management policy and procedures, and consents to Sidley destroying documents after Sidley's applicable records retention periods have expired.

Responses to Subpoenas and Similar Requests. If Sidley is required to respond to a subpoena or other formal request for records or other information relating to a representation, or to testify by deposition or otherwise concerning the representation (a "Request"), Sidley will first, to the extent permitted by applicable law, consult with the Client to determine whether the Client wishes Sidley to comply with the Request, or to resist it, if there is a basis for doing so. The Client agrees to reimburse Sidley for its reasonable time and expense incurred in responding to any Request, including time and expense incurred in reviewing documents, appearing at depositions or hearings and otherwise addressing issues raised by the Request.

Responses to Audit Inquiries. We respond to a client's request to provide information to the client's auditor regarding client legal matters with the same care and professionalism used to handle other client legal work. We will, accordingly, charge for those services at the same rates. A written request by or on behalf of you that we provide information to an auditor will constitute your consent that we disclose the requested information on your behalf.

Privacy, Data Protection and Confidentiality. Our policies with respect to privacy, data protection and information security can be accessed on our website at <https://www.sidley.com/en/sidley-pages/privacy-policy>. Subject to those policies and to applicable ethical confidentiality obligations, and unless otherwise directed by the Client, Sidley may use a variety of electronic communication systems in communicating internally, with the Client and with others during the representation, including cellular or satellite telephone calls, e-mails, facsimile transmissions, video conferencing and other evolving forms of electronic communications. Sidley uses outsourced non-lawyer personnel for a variety of support functions, including mailroom, photocopy, information technology and word processing, and they are required by Sidley to agree to maintain the confidentiality of information relating to Sidley's clients.

You should ensure that the provision of personal information to us is lawful. Please also consider how it affects the individuals involved, and ensure where such notification is required by applicable data protection law that your employees and any individual whose personal

information you or your agents provide to us are aware of the matters in this clause and our Privacy Policy.

Use of Non-Secure Communications. We maintain email and other systems to keep our electronic communications with you secure and confidential, and we request that all information that you send to us electronically is sent to us through our email system. We cannot be responsible for the security or confidentiality of any information that you send to us electronically using any other methods of electronic communication, including WeChat and social media (collectively, “Non-Secure Communications”). Please note that if you choose to communicate with us using Non-Secure Communications, including by requesting us to send you any information using such methods of communication, we shall not be, and you shall not hold us, liable for any actual or potential breach of confidentiality or loss of client-attorney privilege as a result of you or us using such methods of communication.

Limitation of Liability for Consumer-Grade Cloud-Based Storage Providers. We provide and make available to our clients as part of our engagement our own secure, encrypted file transfer system as well as a secure Extranet, to facilitate the storage and sharing of information between you and us. We cannot be held responsible for the security or confidentiality of any information when you require us to use a specific consumer-grade cloud storage provider (e.g., the free, non-enterprise versions available for download on the internet) for the storage, sharing or exchange of documents or information generated or used in the course of a specific engagement (collectively, “communication”). Please note that if you require us to use a specific consumer-grade cloud storage provider, including by requesting us to send you any information using such methods of communication, we shall not be, and you shall not hold us, liable for any actual or potential breach of confidentiality or loss of client-attorney privilege as a result of you or us using such methods of communication.

Laws Covered. Except as may be otherwise agreed to by Sidley in writing, our representation of the Client hereunder will be limited to matters of United States federal law, state law in states in which we have offices and, as applicable, the Delaware Revised Uniform Partnership and Limited Partnership Acts, the Delaware Limited Liability Company Act and the Delaware General Corporation Law.

Publicity. Unless the Client instructs otherwise, Sidley may, for conflicts resolution purposes, disclose to other clients and potential clients (in engagement letters or otherwise) that the Client is represented by Sidley. Sidley will not, however, disclose that it represents or has represented the Client in a particular matter without Client consent unless the matter has been publicly disclosed, such as by a filing with a court or regulatory authority or by the Client’s issuance of a press release. Unless the Client consents to the inclusion of additional information, Sidley’s disclosure of information about a matter will be limited to the Client’s name, the name of the other party or parties and a short description of the matter which contains only publicly-available information.

Consent Regarding Privileged Sidley Communications. When issues arise concerning Sidley’s professional duties and rights, including under applicable professional conduct rules, Sidley may seek confidential counsel from internal Sidley lawyers with responsibility or expertise in the areas in question, and in some instances from outside counsel as well. Sidley

believes that it is in the mutual interest of Sidley and its clients that Sidley receive expert and confidential legal advice regarding its professional duties and rights in such circumstances. Accordingly, the Client consents to such consultation, waives any claim of conflict of interest that could result from such consultation, and agrees that such consultation will not be a basis for a waiver of any attorney/client privilege that would otherwise be available to Sidley. However, Sidley will continue to comply with its professional obligation to provide the Client with sufficient information regarding a matter to permit the Client to make informed decisions regarding the representation.

Governing Law and Choice of Forum. This letter (including these Additional Terms and Conditions) shall be governed by, and construed in accordance with, applicable rules of professional conduct and the laws of the State of New York. Any claim arising under or relating to this letter, including these Additional Terms and Conditions, that is not subject to arbitration shall only be brought in the state or federal courts in such State, and the Client and Sidley each agree to submit to the jurisdiction of such courts.

Sidley lawyers outside the U.S. may be asked to perform work on behalf of or adverse to you. In many respects the conflict of interest rules outside the U.S. are less restrictive than those in the U.S. A matter on which the work will be performed entirely or substantially by Sidley lawyers not admitted to practice in a U.S. jurisdiction will be governed by the conflicts of interest rules in the jurisdiction in which the substantial work on the matter is performed, and not by the law of any U.S. jurisdiction.

Severability. If any provision of this letter (including these Additional Terms and Conditions) is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect.

Limitation of Liability Regarding Money Transfers. We will not be responsible to you or any other person for the failure or any disruption of any payment or communications systems required for any money transfer, nor will we be responsible for the credit failure or other acts or omissions of any banking institution, which is involved in the transfer of money.

Exhibit B

Califano Declaration

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

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

**DECLARATION OF THOMAS R. CALIFANO IN SUPPORT OF
DEBTORS' APPLICATION FOR ENTRY OF ORDER AUTHORIZING THE
RETENTION AND EMPLOYMENT OF SIDLEY AUSTIN LLP AS
SPECIAL TRANSACTION ADVISORY COUNSEL TO THE SPECIAL
RESTRUCTURING COMMITTEE, EFFECTIVE AS OF DECEMBER 23, 2025**

I, Thomas R. Califano, being duly sworn, state the following under penalty of perjury:

1. I am a partner of the law firm of Sidley Austin LLP, located at 787 Seventh Avenue, New York, New York 10019 (“Sidley” or the “Firm”). I am the lead attorney from Sidley working on the above-captioned chapter 11 cases (the “Chapter 11 Cases”). I am a member in good standing of the Bars of the States of New York and Texas. There are no disciplinary proceedings pending against me. This declaration (this “Declaration”) is being submitted pursuant to sections 327(e), 328(a), 329, 504, and 1107(b) of title 11 of the United States Code (the “Bankruptcy Code”), Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rules 2014-1 and 2016-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Northern District of Texas (the “Local Rules”).

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, which are being jointly administered for procedural purposes only. 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’ 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. I am duly authorized to make this Declaration on behalf of Sidley in support of the *Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Sidley Austin LLP as Special Transaction Advisory Counsel to the Special Restructuring Committee Effective as of December 23, 2025* (the "Application")² in connection with the above-referenced Chapter 11 Cases.

3. The facts set forth in this Declaration are based upon my personal knowledge, discussions with other Sidley attorneys, and the firm's client/matter records that were reviewed by me or by other Sidley attorneys acting under my supervision and direction. To the extent any information disclosed herein requires amendment or modification, as additional information becomes available to me, I will file a supplemental declaration with the Court reflecting such amended or modified information.

Sidley's Qualifications

4. Sidley is a full-service law firm with a national and international presence. Sidley has more than 2,000 lawyers in 20 offices in the United States, Europe, Asia, and Australia. Sidley has expertise in nearly every major substantive area of legal practice, and its clients include leading public companies and privately held businesses in a variety of industries and major nonprofit organizations. Sidley's restructuring practice is comprised of approximately 70 full-time attorneys, in addition to attorneys in numerous other principal areas of practice who have sub-specialties in restructuring-related issues.

5. Sidley is frequently retained to act as general restructuring counsel in complex chapter 11 cases, including among others, the following cases: *In re Harvest Sherwood Food*

² Capitalized terms used in this Califano Declaration but not defined herein have the meanings given to such terms in the Application.

Distributors, Inc., Case No. 25-80109 (SGJ) (Bankr. N.D. Tex. July 18, 2025); *In re Plenty Unlimited Texas LLC*, Case No. 25-90105 (CML) (Bankr. S.D. Tex. May 12, 2025); *In re Jervois Texas, LLC*, Case No. 25-90002 (CML) (Bankr. S.D. Tex. Mar. 6, 2025); *In re Prospect Medical Holdings, Inc.*, Case No. 25-80002 (SGJ) (Bankr. N.D. Tex. Feb. 13, 2025); *In re CareMax, Inc.*, Case No. 24-80093 (MVL) (Bankr. N.D. Tex. Jan. 22, 2025); *In re Independence Contract Drilling Inc.*, Case No. 24-90612 (ARP) (Bankr. S.D. Tex. Jan. 9, 2025); *In re Conn's, Inc.*, Case No. 24-33357 (ARP) (Bankr. S.D. Tex. Aug. 27, 2024); *In re Eiger Biopharmaceuticals, Inc.*, Case No. 24-80040 (SGJ) (Bankr. N.D. Tex. May 13, 2024).

6. In addition to extensive restructuring expertise, Sidley has a very active and extensive corporate practice—including attorneys whose practices focus on corporate governance and representation of board of directors. As a result, Sidley is well qualified to represent the Special Restructuring Committee in these Chapter 11 Cases.

7. Given Sidley's prior experience, the Debtors and the Special Restructuring Committee believe Sidley is well-qualified and aptly able to represent the Special Restructuring Committee in these Chapter 11 Cases in an efficient and cost-effective manner.

8. The Debtors retained McDermott Will & Schulte LLP ("McDermott") as their primary restructuring counsel in connection with these Chapter 11 Cases, and Katten Muchin Rosenman ("Katten") as counsel to the Special Investigation Committee. *See* Docket Nos. 802 & 803. The services of Sidley shall complement, and not duplicate, the services to be rendered by McDermott and Katten. Sidley shall act on its own and will not act under the supervision of McDermott or Katten. Indeed, the Debtors are mindful of the need to avoid duplication of services and appropriate procedures will be implemented to ensure that there is no such duplication.

9. Therefore, I believe that Sidley is both well-qualified and uniquely able to serve the needs of the Special Restructuring Committee in these Chapter 11 Cases in an efficient and cost-effective manner.

Services to Be Provided

10. Subject to further order of the Court and that certain engagement letter between the Special Restructuring Committee and Sidley dated December 23, 2025 (the “Engagement Letter”), it is proposed that Sidley be retained by the Special Restructuring Committee as Special Transaction Advisory Counsel in connection with evaluating the competing sale transactions under Bankruptcy Code section 363, including advising on process and procedure matters relating to such sale transactions and interacting with counsel and professionals for other parties-in-interest in connection thereto. The scope of this engagement may expand at the discretion of the Special Restructuring Committee.

Professional Compensation

11. Sidley intends to apply via monthly, interim, and final fee applications, as applicable, for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred in connection with these Chapter 11 Cases, subject to the Court’s approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court.

12. The hourly rates and corresponding rate structure Sidley will use in these Chapter 11 Cases are the same as the hourly rates and corresponding rate structure that Sidley uses in other chapter 11 matters, as well as similar complex corporate, securities, and litigation matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate

structure reflect that such chapter 11 and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

13. Sidley will also make a reasonable effort to comply with the requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* effective as of November 1, 2013 (the “U.S. Trustee Guidelines”), both in connection with this Application and any applications for compensation and reimbursement of expenses filed by Sidley in these Chapter 11 Cases.

14. Sidley operates in a national marketplace for legal services in which rates are driven by multiple factors relating to the individual lawyer, his or her area of specialization, the firm’s expertise, performance, and reputation, the nature of the work involved, and other factors.

15. Sidley will charge the Debtors for its legal services on an hourly basis as its ordinary and customary rates in effect on the date that such services are rendered and for reimbursement of all costs and expenses incurred by Sidley in connection with its representation of the Special Restructuring Committee. Sidley’s billing rates for professionals who may work on this matter currently range from \$910 to \$2,870 per hour for its attorneys and from \$510 to \$805 for its paralegals. The following attorneys are presently expected to have primary responsibility for providing services to the Special Restructuring Committee (hourly billing rates noted in parentheses): Thomas R. Califano (\$2,310); William Curtin (\$1,860); and Anne Wallice (\$1,670).

16. Sidley’s hourly rates are set at a level designed to compensate Sidley fairly for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject

to periodic adjustments to reflect economic and other conditions.³ Moreover, such rates are consistent with the rates that Sidley charges other comparable clients, regardless of the location of the chapter 11 case. Sidley's rate structure is appropriate and not significantly different from the rates that Sidley charges for other non-bankruptcy representations or the rates that other comparable counsel would charge to perform substantially similar services.

17. In addition to the hourly rates set forth above, Sidley customarily charges its clients in all areas of practice for identifiable, non-overhead expenses incurred in connection with the client's case that would not have been incurred except for representation of that particular client. It is also Sidley's policy to charge its clients only the amount actually incurred by Sidley in connection with such items. Examples of such expenses include, among others, postage, overnight mail, courier delivery, transportation, overtime expenses, computer-assisted legal research, photocopying, airfare, meals, and lodging.

Compensation Received by Sidley from the Debtors

18. No amounts were paid to Sidley by the Debtors during the 90 days in advance of the Petition Date and, as of the Petition Date, the Debtors did not owe Sidley any amounts for legal services rendered before the Petition Date, nor have the Debtors paid Sidley any amounts or retainer for services provided to date.

19. Pursuant to Bankruptcy Rule 2016(b), Sidley has neither shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with

³ For example, like many of its peer law firms, Sidley typically increases the hourly billing rate of attorneys and paraprofessionals once a year in the form of: (a) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (b) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the U.S. Trustee Guidelines). As set forth in the Proposed Order, Sidley will provide ten (10) business days' notice to the Debtors, counsel to the Committee, and the U.S. Trustee in connection with any increase of Sidley's hourly billing rates that are set forth in this Application.

the partners, associates, and contract attorneys (if applicable) associated with Sidley, or (b) any compensation another person or party has received or may receive.

Sidley's Disinterestedness

20. In connection with the proposed retention of Sidley as counsel to the Special Restructuring Committee in these Chapter 11 Cases, Sidley undertook to determine whether it had any conflicts or relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors' estates. Specifically, Sidley obtained from the Debtors and their representatives the names of individuals and entities that may be parties in interest in these Chapter 11 Cases (collectively, the "Potential Parties-in-Interest"). The Potential Parties-in-Interest are reflected on **Schedule 1** attached hereto.

21. Sidley has searched its electronic database for its connections to the Potential Parties in Interest to determine whether Sidley has represented within the last three years any of the Potential Parties in Interest (or their apparent affiliates, as the case may be). The results of the conflict searches of the Potential Parties-in-Interest are set forth on **Schedule 2** attached hereto. Specifically, Schedule 2 identifies all current and former representations within the last three years by Sidley of the Potential Parties-in-Interest (or their apparent affiliates, as the case may be).

Specific Disclosures

22. As disclosed on **Schedule 2**, Sidley represents certain of the Debtors' creditors, affiliates, or other entities that may be parties in interest in ongoing matters unrelated to the Debtors and these Chapter 11 Cases. None of the representations described herein are materially adverse to the interests of the Debtors' estates. Moreover, pursuant to Bankruptcy Code section 327(c), Sidley is not disqualified from acting as counsel to the Special Restructuring Committee of the Debtors merely because it represents certain of the Debtors' creditors, affiliates, or other entities that may be parties in interest in matters unrelated to these Chapter 11 Cases.

23. As disclosed in Schedule 2, Sidley currently represents, and has in the past represented, Welltower OP LLC and/or certain of its affiliates (“Welltower”) on a variety of matters. Welltower is a DIP Agent, Prepetition Term Loan Agent, and equity holder of approximately 5% of the Debtors. All of Sidley’s current and prior representations of Welltower have been unrelated to the Debtors and these chapter 11 cases. Sidley has not represented, and will not represent, Welltower in matters related to these chapter 11 cases. I do not believe Sidley’s current or prior representation of Welltower precludes Sidley from meeting the disinterestedness standard under the Bankruptcy Code.

24. In the interests of full transparency and disclosure, I had a limited engagement with ReGen Healthcare, LLC (“ReGen”) at my prior firm (DLA Piper LLP) in connection with a potential transaction with Genesis Healthcare, Inc. in late 2020. Neither DLA Piper nor I represented ReGen in connection with the subsequent investment into Genesis in March 2021. I do not believe that this representation from five years ago, while at a prior firm, will have any impact on my legal services provided to the Special Restructuring Committee under this engagement.

Affirmative Statement of Disinterestedness

25. To the best of my knowledge, based on the searches conducted to date and as described in detail on **Schedule 2**, Sidley (a) does “not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed” as required by Bankruptcy Code section 327(e), (b) is a “disinterested person” within the meaning of Bankruptcy Code section 101(14), as required by Bankruptcy Code section 327(a), and (c) has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed in this Declaration and its Schedules.

26. Based on the conflicts searches conducted to date and as described herein, to the best of my knowledge, neither Sidley nor any partner or associate thereof has any connection with the Office of the U.S. Trustee for Region 6 or any person employed in the Office of the U.S. Trustee for Region 6, or any Bankruptcy Judge currently serving on the United States Bankruptcy Court for the Northern District of Texas other than former employees (judicial clerks) and normal professional connections that Sidley has developed as a result of its representations of various parties in interest in unrelated matters before the Court. Accordingly, the Special Restructuring Committee's retention and employment of Sidley is not prohibited by Bankruptcy Rule 5002.

27. Given the large number of parties in interest in these Chapter 11 Cases and because the information on **Schedule 1** may change during the pendency of these Chapter 11 Cases, Sidley is not able conclusively to identify all relationships or potential relationships with all creditors or other parties in interest in these Chapter 11 Cases. If any new relevant facts or relationships are discovered or arise, Sidley will use reasonable efforts to identify such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

28. Given the foregoing, I believe Sidley is eligible for employment and retention by the Special Restructuring Committee pursuant to sections 327(e), 328(a), and 1107(b) of the Bankruptcy Code and the applicable Bankruptcy Rules and Bankruptcy Local Rules.

Statement Regarding United States Trustee Guidelines

29. Sidley shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Chapter 11 Cases in compliance with sections 330 and 331 of the Bankruptcy Code and applicable provisions of the Court. Sidley shall also make a reasonable effort to comply with the United States Trustee's requests for information and additional disclosures as set forth in the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in*

Larger Chapter 11 Cases Effective as of November 1, 2013 (the “U.S. Trustee Fee Guidelines”), both in connection with this Application as well as any interim and final fee applications that may be filed by Sidley in connection with these Chapter 11 Cases.

30. The following is provided in response to the request for additional information set forth in Paragraph D.1 of the U.S. Trustee Fee Guidelines.

Question: Did Sidley agree to any variations from, or alternatives to, the Firm’s standard billing arrangements for this engagement?

Answer: No. Sidley did not agree to any variations from, or alternatives to, its standard or customary billing arrangements for this engagement.

Question: Do any of Sidley’s professionals in this engagement vary their rate based on the geographical location of the Debtors’ chapter 11 cases?

Answer: No. The hourly rates used by Sidley in representing the Special Restructuring Committee are consistent with the rates that Sidley charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

Question: If Sidley has represented the Debtors in the twelve months prepetition, disclose Sidley’s billing rates and material financial terms for the prepetition engagement, including any adjustments during the twelve months prepetition. If Sidley’s billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Answer: Sidley did not represent the Special Restructuring Committee prepetition. The billing rates and material financial terms of Sidley’s prepetition engagement are set forth in the Application. Such billing rates are subject to periodic increases, as set forth herein and in the Application.

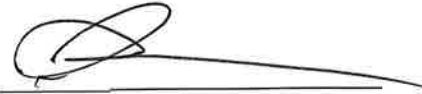
Question: Have the Debtors approved the Firm’s budget and staffing plan, and if so, for what budget period?

Answer: The Special Restructuring Committee is in discussions with Sidley about appropriate fee parameters relating to this limited engagement.

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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, information and belief.

Dated: January 5, 2026

A handwritten signature in black ink, consisting of a large, stylized loop followed by a long horizontal stroke that tapers to the right.

Thomas R. Califano
Partner, Sidley Austin LLP

Schedule 1

Potential Parties-in-Interest

<u>Schedules</u>	<u>Category</u>
1(a)	Debtors and Non-Debtor Affiliates; Non-Debtor Joint Ventures; Non-Debtor Professional Corporations
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 100 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 + Affiliates
1(l)	Governmental Agencies / Regulators / Billing Agencies
1(m)	Parties in Interest

SCHEDULE 1(a)

**Debtors and Non-Debtor Affiliates;
Non-Debtor Joint Ventures; Non-Debtor Professional Corporations**

Debtors

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

Powerback Pediatrics of South Carolina, LLC
Powerback Pediatrics of Vermont, 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 Cener 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 Non-Genesis 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
Carlye Reese
David Harrington
Elizabeth LaPuma
Erin Reed
Gary Siegel
Gerry Adest
Ian Oppel
Jake Komin
James Chow
John Loome, M.D.
John Randazzo
Jonathan Foster
Jonathan Kirschner
Juan Vallarino
Keith Nause
Kristen Krzyzewski
Laura Bridgeford
Laura Slack
Lauren Murray
Michael Berg
Paul Cass, M.D.
Walter Lin, M.D.
William Snyder

Former Directors and Officers

Arnold Whitman
Carl Shrom
Greg Bogdan
Isaac Lefkowitz
Jason Feuerman
Mark Sulecki
Tim Davis

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 Judge 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 Calfee
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
Cambridge Realty Capital Ltd. of Illinois
CPE 88988 LLC
Heartland Bank
Keybank National Association
MAO 22322 LLC
Markglen, 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	First National Bank of Romney
Bank of the Midwest	FirstBank of Franklin
Builtwell	Key Bank, N.A.
Burke & Herbert Bank	Manufacturers and Trust Bank
Camden National Bank	Old National Bank
Capital One Bank	Passumpsic Bank
CIBC	PNC Bank
Citibank	Regions Bank
Citizens Bank	Southside Bank
City National Bank of West Virginia	TD Bank, N.A.
Commercial Bank	Truist Financial
Crossfirst Bank	United Bank
Fifth Third Bank	U.S. Bank
First Bank	Wells Fargo Bank, N.A.
First Citizens Bank & Trust Company	WesBanco
First Financial Bank	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
ACS Pro Global Solutions	Kam, Phan
Agile Premium Finance	Kelly, April
Arrington, Don	LaFortune, Stephanie
Aspire	Lincare Inc.
Atlas	Lucero, Stella
Barboan, Lorraine	MAO 22322 LLC
Betancourt, Nellie	Mark, Bessie
Bland, Joseph	Marquez, Cointa
Blea, Rosalina	Martinez, Candido
Blue Cross Blue Shield of Idaho	Medina, Eloy
Blue Cross Blue Shield of New Mexico	Medline Industries Inc.
Bodie Dolina Hobbs Friddell & Grenzer PC	Medlock, Linda
Brown, Alma	Miles, Barbara
Busch, Joel	Miller, Mary
Byndas, James	MobilexUSA
CareerStaff Unlimited LLC	Monje, Esther
Cerbie, Maryann	Montoya, Ruben
Change Healthcare Operations, LLC	Net Health Systems Inc.
Change Healthcare Technologies LLC	Omnicare, LLC
Charles, Lorna	OmniPro LLC
Chavis, James	Pennington, Sandra
Clark, Aleene	PharMerica
Commonwealth of Pennsylvania	PointClickCare Technologies Inc.
Complete Care	Porter, Alvertia
Dages, Pauline	Presbyterian Healthcare Services
Dechert LLP	Quintana, Gloria
DiLabbio, Harry	Rainbow Real Estate Partners
Direct Supply Inc.	Ramirez-Tellez, Yvonne
Eckhardt, James	Recover Care
Ecolab Inc.	Romero, Edwin
Encore	Romero, Georgia
Englehart, Judith	SADA Systems Inc.
G-Radar LLC	Salaiz, Manuel
HD Supply Facilities Maintenance	Serna, Luisita
Healthcare Services Group Inc.	Serrano, Ted
Hugar, Jessica	Snowden, Marilyn
Hunt, Nancy	State of Maryland
ICIMS Inc.	State of New Hampshire
Iico, George	State of New Jersey
	State of New Mexico

State of North Carolina
State of Rhode Island
State of West Virginia
Stotler Hayes Group LLC
Swartz Culleton PC
Synergi Partners
Sysco
Target Building Construction Inc.
Taylor Communications

Tinkham, Faustina
Tracy, Darlene
Treasurer of State of New Jersey
Twomagnets Inc.
Unitex Textile Rental
UNM Hospitals
Vaccaro, Anna
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

FTI Consulting, Inc.
Houlihan Lokey Capital, Inc.
Proskauer Rose LLP
Stinson LLP

Patient Care Ombudswomen

Melanie Cyganowski
Susan Goodman
Suzanne Koenig

PCO Professionals

Greenberg Traurig LLP
Kane Russell Coleman Logan PC
Otterbourg P.C.

Ordinary Course Professionals

Andersen Tax LLC
Bradley Arant Boult Cummings LLP
Bragdon Baron & Kossayda PC
Buchanan Ingersoll & Rooney
Burr & Foreman
Calhoun Bhella & Sechrest LLP
Carolina Advocacy Group LLC
Casey & Chapman
CBIZ
Constangy Brooks, Smith & Prophete LLP
Cozen O'Connor PC
Davis Malm & D'Agostine PC
Dechert LLP
Deloitte Tax LLP
Dentons US LLP
Dietrich Law Firm
Dinse P.C.
Dorsi & Dorsi
Flaherty Sensabaugh & Bonasso PLLC

Frost Brown Todd LLP
Fultz Maddox Dickens PLC
Genova Burns LLC
Global Tax Management
Goldman Gruder Woods, LLC
Goldsmith & Grout
Gordon & Rees LLP
Grant Thornton LLP
Gregory S. Richters
Harris Beach Murtha Cullina PLLC
Haynes & Boone, LLP
Health Care Lawyers, PLC
Hiring Incentives, Inc.
Holloway & Sullivan LLC
Hooper, Lundy & Bookman
J McHale & Associates Inc.
Jackson Lewis LLP
Jarrard, Inc.
Kennedy, PC Law Offices
Klasko Immigration Law Partners, LLP
Law Offices of Carlos E. Martinez
Law Offices of Robert M. McCarthy
Littler Mendelson P.C.
Lowenstein Sandler LLP
MacCorkle Lavender PLLC
Marshall Dennehey
McNees Wallace & Nurick LLC
Morgan Lewis & Bockius LLP
Ogletree Deakins LLP
Property Valuation Services
Quatro Tax LLC
Richards, Layton & Finger, P.A.
Ross Brittain & Schonberg
Ryan LLC
Saxton & Stump LLC
Seegel Lipshutz & Lo
Senior Care Valuation LLC
Sharma, Smith & Gray, P.C.
Skoloff & Wolfe PC
SOHO Legal Services Ltd.
Stevens & Lee
Stotler Hayes Group LLC
T Scott Basik PA

The Albano Group LLC
The Kay Law Firm
The Webb Law Firm

Unidas Case Management, Inc.
Williams Mullen Clark & Dobbins PC
Zipp & Tannenbaum LLC

SCHEDULE 1(h)

Insurance Providers and Agents

ACE American Insurance Company	RLI Insurance Company
AIG	Sedgewick Claims Management Services, Inc.
American Bankers Insurance Company of Florida	Selective
American National Group, Inc.	Sentry Insurance
American Zurich Insurance Company	Sompo International Insurance
AmTrust Financial Company	Starr Surplus Lines Insurance Company
Arch Specialty Insurance Company	Technology Insurance Company (AmTrust)
Arrowpoint Capital	Travelers Insurance
Associated Industries Insurance Company Inc.	Trisura Specialty Insurance Company
AXIS Insurance Company	U.S. Specialty Insurance Company
Balance Partners, LLC (Archer)	Velocity Specialty Insurance Company
C&F	Wesco Insurance Company
Capitol Specialty Insurance Corporation	Westchester Fire Insurance Company
Chubb Insurance	Wright National Flood Insurance Company
Continental Insurance Company	Zurich American Insurance Company
Coverys Specialty Insurance Company	
Evanston	
Fair American Insurance	
Federal Insurance Company	
Hiscox Inc. (TRIA)	
Houston Specialty Insurance Company	
Hudson Insurance Company (Euclid)	
Ironshore Specialty Insurance Company	
Kinsale Insurance Company	
Labor and Industries Washington State	
Lancashire Insurance (US) LLC	
Landmark American Insurance Company	
Lexington Insurance Company	
Liberty Mutual (B&M)	
Lloyds of London	
Marsh	
Midwest Insurance Group	
Mitsui	
National Fire & Marine Insurance Company	
National Union Fire Insurance Company of Pittsburgh, PA (AIG)	
Notting Hill Risk Retention Group, LLC	
NY State Disability Plan	
Ohio Bureau of Workers' Compensation	
QBE Specialty Insurance Co.	

SCHEDULE 1(i)

Landlords

33-35 Water Street Nominee Trust, Newburyport Manager LLC	Troy 1997 LLC
3200 Mission Arch Drive, LLC	Troy NH, LLC
3399 Peachtreet, LLC	Upchurch Living Trust
885 3rd Avenue Realty Owner LLC	Vantage Point Capital, LLC
A.L.E. Partners	Ventas, Inc.
Albuquerque Health Care, Ltd.	WNG, LLC
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	
LTC REIT	
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	
Sunset-Herman-Frankel-Fleishman, LLC	
The County Commission of Hampshire County, West Virginia	

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 + Affiliates / Related Parties

Stalking Horse Purchaser
CPE 88988 LLC

Affiliates and/or Related Parties of Stalking Horse Purchaser

David Gefner
Integra WIP Tenant LLC
Joel Landau
Perigrove
Pinta Capital Partners
ReGen Healthcare, LLC
WAX Dynasty Partners LLC

Bidders and Related Parties

Genie 3 Partners LLC
InteGen Holdings LLC
Integro Asset Management
Integro Health Services
Jacob Sod
Milrose Capital
MonticelloAM
Olumie Capital LLC
PallGen Healthcare Acquisition LLC
Prestige Healthcare Management Network
Rowan Farber

SCHEDULE 1(I)

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

SCHEDULE 1(m)

Other Parties in Interest in Chapter 11 Cases

360 Care LLC	John J.W. Kulas
Aculabs, Inc.	Kerr County
Afoundria, LLC	Kerrville Independent School District
AmeriHealth Caritas Plans	Kimberlie A. Caldwell
AmTrust North America, Inc.	Ladera Health Care Company, LLC
Autumn Lake Healthcare LLC	Las Palomas Health Care Company, LLC
Black Mountain Peak Healthcare LLC	LEAF Capital Funding, LLC
Blue Cross of Idaho	Lily Lau
Brian Rigsby	Lone Star College System
Brian S. Barberi	Luminis Health, Inc.
California Self-Insurers' Security Fund	M&T Bank
Canon Financial Services, Inc.	Martin Westbrook
CareSave Technologies, Inc.	Matura Salon & Spa Management, Inc.
Cigna Health and Life Insurance Company	Midway Independent School District
City of Houston	Montgomery County
Comcast Cable Communications Management, LLC	NewGen, LLC
Community Health Ventures, Inc.	Oracle America, Inc.
Continental Casualty Company	PACS Group, Inc.
Dallas County	Penn Medical Logistic Transportation LLC
Eagle Mountain-Saginaw Independent School District, City of Grapevine	Prince George's County, Maryland
Edison Lau	Providence Adm. Consulting Services, Inc.
Elevance Health, Inc.	Regents for the University of New Mexico
ENGIE Resources LLC	Rio Rancho Health Care Company, LLC
Estate of Carol Melchior	ROMED Inc. d/b/a ROMED Ambulance
Estate of Charles Katan	Sandy River II, LLC
Estate of Richard M. Puls	Scott Rifkin
Exton Operator LLC d/b/a Exton Post Acute	ShiftMed, LLC
Feliz Angelica Rael, as personal representative of the Estate of Yoke Mo	Sophanna J. Kam
Fort Bend County	Spring Independent School District and Harris County Water Control and Improvement District #110
Fort Bend County Municipal Utility District #116	Suburban EMS
Graduate Operator LLC d/b/a Graduate Post Acute	Symphony Diagnostic Services No. 1, LLC
Grapevine-Colleyville Independent School District	Tarrant County
Harris County Emergency Services Department #11	Tennessee Department of Labor – Boiler/Elevator Div.
Harris County Emergency Services Department #7	Texas Comptroller of Public Accounts, Unclaimed Property Division
Houston Community College System	Todd Lopez, as personal representative of the Estate of Pauline Baca
Houston Independent School District	Todd Lopez, as personal representative of the Estate of Regina Suazo
	Todd Lopez, as personal representative of the Estate of Therese G. Padilla

Tryko Holdings, LLC
UnitedHealthcare Insurance Company
Unitex Textile Services, LLC
Ventas Realty Limited Partnership
Veronica Aranda-Vasquez
Waystar, Inc.

William Scotsman, Inc.
Willow Grove Operator LLC d/b/a Willow
Grove Post Acute

Schedule 2

Identified Entities

Circumstances in which Sidley has represented clients other than the Debtors in matters involving the Debtors:

None.

- (a) Representation of Debtors, Non-Debtor Affiliates, Non-Debtor Joint Ventures, Non-Debtor Non-Genesis JV Members, Non-Debtor Professional Corporations:

Active Unrelated Representations	Former Unrelated Representations
N/A	N/A

- (b) Representation of Current and Former Directors and Officers:

Active Unrelated Representations	Former Unrelated Representations
Nominating and Corporate Governance Committee of the Board of Directors of IONIC Digital Inc.	N/A

- (c) Representation of Equity Holders (More than 5%) and their apparent affiliates:

Active Unrelated Representations	Former Unrelated Representations
Welltower OP LLC ¹	N/A

- (d) Representation of Bankruptcy Judges, Bankruptcy Court Staff, U.S. Trustee Personnel:

Active Unrelated Representations	Former Unrelated Representations
N/A	N/A

- (e) Representation of Banks, Lenders, Lien Parties, and Administrative Agents and their apparent affiliates:

Active Unrelated Representations	Former Unrelated Representations
Bank of America	
Bank Five Nine	
Berkadia Commercial Mortgage	
Capital One Bank	
CIBC	
Citibank	
Citizens Banks	

¹ If a representation has been disclosed in one category, the representation will not then be disclosed again in other categories.

Commercial Bank	
Fifth Third	
First Citizens Bank & Trust Company	
Key Bank, N.A.	
Manufacturers and Trust Bank	
Old National Bank	
Oxford Finance LLC	
PNC Bank	
Regions Bank	
TD Bank	
Truist Financial	
U.S. Bank	
United Bank	
Wells Fargo Bank, N.A.	

(f) Representation of Top 100 Unsecured Creditors and their apparent affiliates:

Active Unrelated Representations	Former Unrelated Representations
Blue Cross Blue Shield Association and related affiliates	1199 New England Health Care Employees Pension Fund
Change Healthcare, Inc.	Omnicare
Encore	
Health Care Service Corporation	
Healthline Care Services Group, Inc.	
Medline Industries, Inc.	
Sysco	

(g) Representation of Chapter 11 and Ordinary Course Professionals and their apparent affiliates:

Active Unrelated Representations	Former Unrelated Representations
Ankura Consulting Group	Greenberg Traurig LLP
CBIZ	
Deloitte Tax LLP	
Dentons US LLP	
FTI Consulting, Inc.	
Grant Thornton LLP	
Houlihan Lokey, Inc.	
Jefferies LLC	

(h) Representation of Insurance Providers and Agents and their apparent affiliates:

Active Unrelated Representations	Former Unrelated Representations
ACE American Insurance Company	Capitol Specialty Insurance Corporation
AIG	
American National Group, Inc.	

AmTrust Financial Company	
Arch Capital Services	
AXIS Insurance Company	
Continental Insurance Company and related affiliates	
Federal Insurance Company	
Hudson Insurance Company (Euclid)	
Lexington Insurance Company	
Liberty Mutual (B&M)	
Lloyds of London	
Marsh & McLennan Companies, Inc.	
Mitsui	
National Union Fire Insurance Company of Pittsburgh, PA (AIG)	
QBE Specialty Insurance Company	
RLI Insurance	
Selective	
Sentry Insurance	
Starr Surplus Lines Insurance Company	
Technology Insurance Company (AmTrust)	
Travelers Insurance	
U.S. Specialty Insurance Company	
Wesco Insurance Company	
Westchester Fire Insurance Company	
Zurich American Insurance Company	

(i) Representation of Landlords and their apparent affiliates:

Active Unrelated Representations	Former Unrelated Representations
Cindat Best Years Welltower JV LLC	N/A
Omega Healthcare Investors, Inc.	

(j) Representation of Unions and Benefit Providers and their apparent affiliates:

Active Unrelated Representations	Former Unrelated Representations
Aetna, Inc.	N/A
Aflac	
Automatic Data Processing, Inc.	
CapTrust	
Divvy	
Empower	
Kaiser Permanente	
MetLife	
Optum Financial	

(k) Representation of Potential Sale Parties and their apparent affiliates:

Active Unrelated Representations	Former Unrelated Representations
N/A	N/A

(l) Representation of Governmental Agencies / Regulators / Billing Agencies and their apparent affiliates:

Active Unrelated Representations	Former Unrelated Representations
N/A	N/A

(m) Representation of Parties in Interest and their apparent affiliates:

Active Unrelated Representations	Former Unrelated Representations
AmeriHealth Caritas Plans	Dallas County
AmTrust North America, Inc.	Engie Resources LLC
Cigna Corporation and related affiliates	Tarrant County
Comcast Internation Holdings UK Limited	
Continental Casualty Company	
M&T Bank	
Oracle America	
PACS Group, Inc.	
Providence Administrative Consulting Services, Inc.	
United Healthcare Insurance Company	