

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

)
) Chapter 11
)
) Case No. 23-90086 (CML)
)
)
) (Emergency Hearing Requested)

**JOINT EMERGENCY MOTION OF THE DEBTOR AND THE OFFICIAL
COMMITTEE OF UNSECURED CREDITORS FOR ENTRY OF AN ORDER
(I) CONDITIONALLY APPROVING THE ADEQUACY OF THE DISCLOSURE
STATEMENT, (II) APPROVING THE SOLICITATION AND NOTICE
PROCEDURES WITH RESPECT TO CONFIRMATION OF THE
JOINT CHAPTER 11 PLAN, (III) APPROVING THE FORMS OF BALLOTS
AND NOTICES IN CONNECTION THEREWITH, (IV) SCHEDULING CERTAIN
DATES WITH RESPECT THERETO, AND (V) GRANTING RELATED RELIEF**

EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT LATER THAN 1:00 P.M. ON OCTOBER 17, 2023.

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

A HEARING WILL BE CONDUCTED ON THIS MATTER ON OCTOBER 17, 2023, AT 1:00 P.M. (PREVAILING CENTRAL TIME) IN COURTROOM 401, 4TH FLOOR, 515 RUSK STREET, HOUSTON, TEXAS 77002. YOU MAY PARTICIPATE IN THE HEARING EITHER IN PERSON OR BY AUDIO/VIDEO CONNECTION.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT (832)-917-1510. ONCE CONNECTED, YOU WILL BE ASKED TO ENTER THE CONFERENCE ROOM NUMBER. JUDGE LÓPEZ'S CONFERENCE ROOM NUMBER IS 590153. VIDEO COMMUNICATION WILL BE BY USE OF THE GOTOMEETING PLATFORM. CONNECT VIA THE FREE GOTOMEETING APPLICATION OR CLICK THE LINK ON JUDGE LÓPEZ'S HOME PAGE. THE MEETING CODE IS "JUDGE LOPEZ". CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

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

¹ The last four digits of the Debtor's federal tax identification number is 8853. The Debtor's service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.



Tehum Care Services, Inc., the above-captioned debtor and debtor in possession (the “Debtor”), and the Official Committee of Unsecured Creditors (the “Committee,” and together with the Debtor, the “Movants”), respectfully state the following in support of this motion (this “Motion”):²

Relief Requested

1. The Movants seek entry of an order, substantially in the form attached hereto (the “Order”) granting the following relief and such other relief as is just and proper:

- a. ***Disclosure Statement.*** Conditionally approving the Disclosure Statement (the “Disclosure Statement”), substantially in the form attached to the Order as Schedule 1, as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code;
- b. ***Solicitation and Voting Procedures.*** Approving procedures for: (i) soliciting, receiving, and tabulating votes to accept or reject the *Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (as may be amended, supplemented, or modified from time to time, the “Plan”); (ii) voting to accept or reject the Plan; and (iii) filing objections to the Plan (the “Solicitation and Voting Procedures”), substantially in the form attached to the Order as Schedule 2;
- c. ***Ballots.*** Approving the Class 3 ballot, Class 4 ballot, and Class 5 ballot, each of which include the opportunity to opt out of the Third-Party Releases (collectively, the “Ballots”), substantially in the forms attached to the Order as Schedules 3A, 3B, and 3C, respectively;
- d. ***Non-Voting Status Notices.*** Approving: (i) the form of notice applicable to Holders of Claims that are Unimpaired under the Plan and who are, pursuant to section 1126(f) of the Bankruptcy Code, conclusively presumed to accept the Plan; (ii) the form of notice applicable to Holders of Claims and Interests that are Impaired under the Plan and who are, pursuant to section 1126(g) of the Bankruptcy Code, conclusively deemed to reject the Plan; and (iii) the form of notice applicable to Holders of Disputed Claims and who are not entitled to vote the disputed portion of such Claim, each of which include the opportunity to opt out of the Third-Party

² Capitalized terms used but not yet defined herein shall have the meanings set forth later in this Motion, the Disclosure Statement, or the Plan, as applicable.

Releases (each, a “Non-Voting Status Notice”), substantially in the forms attached to the Order as Schedule 4, Schedule 5, and Schedule 6, respectively;

- e. ***Solicitation Package.*** Finding that the solicitation materials and documents included in the solicitation package (the “Solicitation Package”) comply with Rules 3017(d) and 2002(b) of the Bankruptcy Rules;
- f. ***Cover Letter.*** Approving the form of letter (the “Cover Letter”) that the Committee will send to Holders of Claims entitled to vote to accept or reject the Plan urging such parties to vote in favor of the Plan, substantially in the form attached to the Order as Schedule 7;
- g. ***Combined Hearing Notice.*** Approving the form and manner of notice of the combined hearing to consider the adequacy of the Disclosure Statement and confirmation of the Plan (the “Combined Hearing,” and the notice thereof, the “Combined Hearing Notice”) pursuant to section 1129 of the Bankruptcy Code, substantially in the form attached to the Order as Schedule 8;
- h. ***Plan Supplement Notice.*** Approving the notice related to the filing of the Plan Supplement (the “Plan Supplement Notice”), substantially in the form attached to the Order as Schedule 9;
- i. ***Assumption Notice.*** Approving the notice related to assumption of Executory Contracts and Unexpired Leases (the “Assumption Notice”), substantially in the form attached to the Order as Schedule 10; and
- j. ***Confirmation Timeline.*** Establishing the following dates and deadlines with respect to Confirmation, subject to modification as necessary (the “Confirmation Timeline”):

Event	Date	Description
Voting Record Date	October 17, 2023, or such other date that the Court enters an order conditionally approving the Disclosure Statement	Date for determining (i) which Holders of Claims in the Voting Classes, as defined herein, are entitled to vote to accept or reject the Plan and (ii) whether Claims have been properly assigned or transferred to an assignee under Bankruptcy Rule 3001(e) such that the assignee or transferee, as applicable, can vote to accept or reject the Plan as the Holder of a Claim (the “ <u>Voting Record Date</u> ”).

Event	Date	Description
Solicitation Deadline	Within four (4) days of entry of the Order conditionally approving the Disclosure Statement	Deadline for Kurtzman Carson Consultants LLC (“KCC”), the notice, claims, and solicitation agent retained by the Debtor in this chapter 11 case (the “ <u>Solicitation Agent</u> ”) to distribute Solicitation Packages, including Ballots, to Holders of Claims entitled to vote to accept or reject the Plan (the “ <u>Solicitation Deadline</u> ”).
Publication Deadline for Combined Hearing Notice	October 23, 2023	Date by which the Movants will submit the Combined Hearing Notice for publication in a format modified for publication (the “ <u>Publication Notice</u> ”).
Deadline to File Plan Supplement	Seven (7) days prior to the Objection Deadline	Date by which the Movants shall file the Plan Supplement.
Voting Deadline	December 22, 2023	Deadline by which <i>all</i> Ballots and Opt-Out Forms must be properly executed, completed, and delivered so that they are <i>actually received</i> by KCC (the “ <u>Voting Deadline</u> ”).
Objection Deadline	December 22, 2023	Deadline by which objections to the Plan and/or adequacy of the Disclosure Statement must be filed with the Court and served so as to be <i>actually received</i> by the appropriate notice parties (the “ <u>Objection Deadline</u> ”).
Deadline to File Confirmation Brief and Reply to Objections	January 2, 2024	Date by which the Movants shall file their brief in support of confirmation response to objections to the Plan and final approval of the Disclosure Statement (the “ <u>Confirmation Brief Deadline</u> ”).
Deadline to File Voting Report	January 2, 2024	Date by which the report tabulating the voting on the Plan (the “ <u>Voting Report</u> ”) shall be filed with the Court.
Combined Hearing Date	Week of January 8, 2024	Date and time for the hearing at which the Court will consider final approval of the Disclosure Statement and confirmation of the Plan (the “ <u>Combined Hearing Date</u> ”).

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of Texas (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (L).

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

4. The bases for the relief requested herein are sections 105, 1125, 1126, and 1128 of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), rules 2002, 3016, 3017, 3018, and 3020 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), rules 2002-1, 3016-1, 3016-2, and 9013-1 of the Bankruptcy Local Rules for the Southern District of Texas (the “Bankruptcy Local Rules”), and Section P of the Procedures for Complex Cases in the Southern District of Texas (the “Complex Case Procedures”).

Background

5. On February 13, 2023 (the “Petition Date”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is managing its estate as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On March 2, 2023, the United States Trustee for the Southern District of Texas (the “U.S. Trustee”) appointed the Committee pursuant to section 1102 of the Bankruptcy Code [Docket No. 77], as amended on March 6, 2023 [Docket No. 145].

6. On May 22, 2023, the Court entered its *Stipulation and Agreed Order Regarding Appointment of a Mediator and Governing Related Mediation Procedures* [Docket No. 603] (the “Mediation Order”).

7. On August 21, 22, and 23, 2023, pursuant to the Mediation Order, the Debtor and Committee attended a three-day mediation with the Mediation Parties (as defined in the Mediation Order) before the Honorable David R. Jones, United States Bankruptcy Judge for the Southern

District of Texas. As a result of the mediation, the Debtor and Committee have reached a global settlement with the Mediation Parties (the “Global Settlement”), the terms of which are incorporated into the Plan. The Movants chose to seek approval of the Global Settlement via the Plan so that all provisions may be put to a creditor vote and approved by the Court, after a full and fair opportunity for parties in interest to review, object, and cast their ballots for or against the Plan.

Plan Summary

8. The Plan incorporates the terms of the Global Settlement. Under the Global Settlement, the Debtor will receive a total of \$37 million in cash, plus releases of certain claims made against the Debtor. In exchange for the \$37 million and release of claims, the Plan provides releases in favor of the Released Parties listed in the Plan.

9. The Plan divides General Unsecured Claims into two categories—Personal Injury Claims and Non-Personal Injury Claims—and establishes two different trusts to manage the administration and distributions for each group of claims.

- a. The Personal Injury Trustee will receive a portion of the \$37 million Settlement Payment, as well as all of the Debtor’s rights under its professional liability insurance policies. The Personal Injury Trustee will be responsible for managing these assets to provide recoveries for the Personal Injury Claimants.
- b. The Liquidation Trustee will receive a portion of the \$37 million Settlement Payment and all other assets of the Estate. The Liquidation Trustee will be responsible for administering all other Claims.

10. The Disclosure Statement provides a description of the causes of action being settled under the Global Settlement, as well as the terms of the proposed releases under the Plan. The Disclosure Statement contains adequate information regarding the terms and treatment of Allowed Claims under the Plan, ensuring that Holders of Claims entitled to vote on the Plan receive information of a kind, and in sufficient detail, to make an informed judgment regarding acceptance

or rejection of the Plan. Additionally, the proposed schedule and procedures to confirm and consummate the Plan move this chapter 11 case forward expeditiously and effectively while respecting, to the fullest extent possible under the circumstances and limited liquidity available, the due process and other procedural safeguards mandated under applicable law.

11. The Plan contemplates full payment of unclassified Allowed Administrative Claims and Allowed Priority Claims. The following chart represents the Classes of Claims and Interests and their status under the Plan:

Class	Claim or Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
3	Convenience Claims	Impaired	Entitled to Vote
4	Non-Personal Injury Claims	Impaired	Entitled to Vote
5	Personal Injury Claims	Impaired	Entitled to Vote
6	Contingent Indemnification Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Interests in the Debtor	Impaired	Not Entitled to Vote (Deemed to Reject)

12. Based on the foregoing (and as discussed in greater detail herein), the Movants propose to solicit votes to accept or reject the Plan from Holders of Claims in Classes 3, 4, and 5 (each, a “Voting Class,” and collectively, the “Voting Classes”). The Movants do *not* propose to solicit votes from Holders of Claims and Interests in Classes 1, 2, 6, and 7 (each a “Non-Voting Class,” and collectively, the “Non-Voting Classes”). Notwithstanding the foregoing, by this Motion and the proposed Solicitation and Voting Procedures, the Movants *do* seek authority to send Non-Voting Status Notices to Holders of Claims in the Non-Voting Classes, with such notices

giving such Holders the opportunity to opt out of the Third-Party Releases contained in the Plan by making an election on the Third-Party Release Opt-Out Form (the “Opt-Out Form”) included with the Non-Voting Status Notices. Recipients of Ballots will have the same opportunity to opt out of the Third-Party Releases. In this way, all parties in interest will have a full and fair opportunity to opt out of such releases under the Plan, and any party in interest that declines to affirmatively opt out will be a Consenting Creditor under the Plan.

Basis for Relief

I. The Court Should Conditionally Approve the Disclosure Statement and Authorize an Expanded 60-Day Period for Objections and Solicitation of Votes.

13. The Movants are seeking conditional approval of the Disclosure Statement on an expedited (two-week) timeline; *provided, however*, that such conditional approval remains subject to an **expanded 60-day objection period** and solicitation period for votes in favor of the Plan. If approved, the Movants seek to schedule a combined hearing on final approval of the Disclosure Statement and confirmation of the Plan in early January, following a full 60-day solicitation period.

14. Such relief is warranted under the circumstances of this chapter 11 case. Rule 3016-2 of the Bankruptcy Local Rules and Section P of the Complex Case Procedures permit a plan proponent to move for conditional approval of a disclosure statement and a combined hearing to consider final approval of the disclosure statement and confirmation of the plan.

15. By this Motion, the Movants are not seeking to disenfranchise any creditor votes or withhold critical information necessary to allow creditors to make informed decisions regarding the Plan. On the contrary, the Movants have worked extensively over the past several months to investigate all claims and causes of action relating to the Debtor and the various Settlement Parties (as defined in the Plan). Following a three-day mediation, the Movants worked diligently to draft a Plan and Disclosure Statement that adequately discloses the terms of the Global Settlement, as

well as how the settlement will impact creditors' rights. The Movants strongly believe the Disclosure Statement contains adequate information to allow creditors to make an informed decision regarding the Plan.

16. To maximize the value of the Debtor's estate, it is imperative to implement these procedures for confirming the Plan. The Debtor has limited resources to continue paying ongoing administrative expenses while it continues to manage its affairs in this chapter 11 case. Implementation of the Global Settlement, through the Plan, following an expanded solicitation period and Objection Deadline, is in all creditors' best interests. The proposed Plan and Disclosure Statement detail many of the issues that were the subject of the mediation and Global Settlement. Most importantly, the Plan gives creditors various options to decide how best to pursue their own recoveries. As set forth below, the Disclosure Statement contains adequate information and should be approved under section 1125 of the Bankruptcy Code.

A. The Standard for Approval of the Disclosure Statement.

17. Pursuant to section 1125 of the Bankruptcy Code, the proponent of a proposed chapter 11 plan must provide "adequate information" regarding that plan to holders of impaired claims and interests entitled to vote on the plan. 11 U.S.C. § 1125. Specifically, section 1125(a)(1) of the Bankruptcy Code provides, in relevant part, as follows:

'[A]dequate information' means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor's books and records, including a discussion of the potential material Federal tax consequences of the Plan to the debtor, any successor to the debtor, and a hypothetical investor typical of the Holders of claims or interests in the case, that would enable such a hypothetical investor of the relevant class to make an informed judgment about the Plan.

11 U.S.C. § 1125(a)(1).

18. The primary purpose of a disclosure statement is to provide all material information that creditors and interest holders affected by a proposed plan need to make an informed decision regarding whether to vote for the plan. *See, e.g., Century Glove, Inc. v. First Am. Bank of N.Y.*, 860 F.2d 94, 100 (3d Cir. 1988) (“[Section] 1125 seeks to guarantee a minimum amount of information to the creditor asked for its vote.”); *In re Monnier Bros.*, 755 F.2d 1336, 1342 (8th Cir. 1985) (“The primary purpose of a disclosure statement is to give the creditors the information they need to decide whether to accept the plan.”); *In re Phoenix Petroleum, Co.*, 278 B.R. 385, 392 (Bankr. E.D. Pa. 2001) (“[T]he general purpose of the disclosure statement is to provide ‘adequate information’ to enable ‘impaired’ classes of creditors and interest holders to make an informed judgment about the proposed Plan and determine whether to vote in favor of or against that plan.”); *In re Unichem Corp.*, 72 B.R. 95, 97 (Bankr. N.D. Ill. 1987) (“The primary purpose of a disclosure statement is to provide all material information which creditors and equity security holders affected by the plan need in order to make an intelligent decision whether to vote for or against the plan.”). Congress intended that such informed judgments would be needed to both negotiate the terms of, and vote on, a plan of reorganization. *Century Glove, Inc.*, 860 F.2d at 100.

19. “Adequate information” is a flexible standard, based on the facts and circumstances of each case. 11 U.S.C. § 1125(a)(1) (“adequate information means information of a kind, and in sufficient detail, as far as is reasonably practicable in light of the nature and history of the debtor and the condition of the debtor’s books and records”). Determining what constitutes “adequate information” for the purpose of satisfying section 1125 of the Bankruptcy Code resides within the broad discretion of the court. *See, e.g., Mabey v. Sw. Elec. Power Co. (In re Cajun Elec. Power Coop., Inc.)*, 150 F.3d 503, 518 (5th Cir. 1998) (“The legislative history of § 1125 indicates that, in determining what constitutes ‘adequate information’ with respect to a particular disclosure

statement, ‘both the kind and form of information are left essentially to the judicial discretion of the court’ and that ‘the information required will necessarily be governed by the circumstances of the case.’” (internal citations omitted)), *cert. denied*, 526 U.S. 1144 (1999); *Tex. Extrusion Corp. v. Lockheed Corp. (In re Tex. Extrusion Corp.)*, 844 F.2d 1142, 1157 (5th Cir. 1988) (“The determination of what is adequate information is subjective and made on a case by case basis. This determination is largely within the discretion of the bankruptcy court.”).

20. In making a determination as to whether a disclosure statement contains adequate information, courts typically look for disclosures related to following topics:

- a. the events which led to the filing of a bankruptcy petition;
- b. a description of the available assets and their value;
- c. the anticipated future of the company;
- d. the source of information stated in the disclosure statement;
- e. a disclaimer;
- f. the present condition of the debtor while in Chapter 11;
- g. the scheduled claims;
- h. the estimated return to creditors under a Chapter 7 liquidation;
- i. the future management of the debtor;
- j. the Chapter 11 plan or a summary thereof;
- k. the estimated administrative expenses, including attorneys' and accountants' fees;
- l. the collectability of accounts receivable;
- m. financial information, data, valuations or projections relevant to the creditors' decision to accept or reject the Chapter 11 plan;
- n. information relevant to the risks posed to creditors under the Chapter 11 plan;
- o. the actual or projected realizable value from recovery of preferential or otherwise voidable transfers;
- p. litigation likely to arise in a non-bankruptcy context;
- q. tax attributes of the debtor; and
- r. the relationship of the debtor with the affiliates.

In re Divine Ripe, L.L.C., 554 B.R. 395, 401–02 (Bankr. S.D. Tex. 2016) (citing *In re Metrocraft Pub. Servs., Inc.*, 39 B.R. 567, 568 (Bankr. N.D. Ga. 1984)); *In re U.S. Brass Corp.*, 194 B.R. 420, 424–25 (Bankr. E.D. Tex. 1996); *c.f. In re Cypresswood Land Partners, I*, 409 B.R. 396, 424 (Bankr. S.D. Tex. 2009) (stating that the disclosure statement at bar had “met the *Metrocraft* standard”). Disclosure regarding all topics is not necessary in every case. *See In re U.S. Brass Corp.*, 194 B.R. at 424; *see also In re Phoenix Petroleum Co.*, 278 B.R. 385, 393 (Bankr. E.D. Pa. 2001) (“[C]ertain categories of information which may be necessary in one case may be omitted in another; no one list of categories will apply in every case.”).

B. The Disclosure Statement Contains Adequate Information in Accordance with Section 1125 of the Bankruptcy Code.

21. The Disclosure Statement easily satisfies this “adequate information” standard. Specifically, the Disclosure Statement details the terms of the Global Settlement and discloses the issues that were raised by the Committee and various creditor parties in the months leading up to the three-day mediation. The Disclosure Statement also contains the following categories of “adequate information”:

Category of Information	Section(s) of the Disclosure Statement
Explanation of confirmation under chapter 11 of the Bankruptcy Code	Section I.F
Voting instructions and explanation of the various options on the Ballots	Section I.E
The Debtor’s corporate history, structure, and business overview, and prepetition capital structure	Section II
Events leading to the chapter 11 filing	Section II.E
Key events during the chapter 11 case	Sections III

Category of Information	Section(s) of the Disclosure Statement
Detailed discussion of the Global Settlement, including the terms of the Settlement Payments, as well as the specific parties and the particular claims to be released under the Plan	Section III.B
Summary of Claims filed against the Debtor	Section III.E
Summary of the Plan, including the treatment of Claims, the Debtor and Third-Party Releases, Injunctions, Exculpations and gatekeeping provisions	Section IV
Summary of the Liquidation Trust and Personal Injury Trust, including assets and claims administration process	Section V
Discussion of the various risk factors associated with confirmation or denial of the Plan	Section VI
Potential tax consequences associated with the Plan	Section VII
The Committee and the Debtor's recommendations regarding the Plan	Section VIII

22. Based on the foregoing, the Disclosure Statement complies with all aspects of section 1125 of the Bankruptcy Code and addresses the information set forth above in a manner that provides adequate information to Holders of Claims entitled to vote to accept or reject the Plan. Accordingly, the Movants submit that the Disclosure Statement contains “adequate information” and should be approved.

II. The Court Should Approve the Solicitation and Voting Procedures.

A. The Standard for Approval of Solicitation and Voting Procedures.

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

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

11 U.S.C. § 1126(c). Additionally, Bankruptcy Rule 3018(c) provides, in part, that “[a]n acceptance or rejection [of a plan] shall be in writing, identify the plan or plans accepted or rejected, be signed by the creditor or equity security holder or an authorized agent and conform to the appropriate Official Form.” Fed. R. Bankr. P. 3018(c). Consistent with these requirements, the Movants propose to use the Solicitation and Voting Procedures, which procedures include specific voting and tabulation requirements and processes, as follows.

B. Completion of Ballots.

24. The Movants propose that a Ballot be counted in determining the acceptance or rejection of the Plan only if it satisfies certain criteria. Specifically, the Solicitation and Voting Procedures provide that the Solicitation Agent may not count a Ballot if it is, among other things, illegible, submitted by a Holder of a Claim that is not entitled to vote on the Plan, unsigned, or not clearly marked. Further, the Movants, unless otherwise ordered of the Court, may waive any defects or irregularities as to any particular Ballot at any time, either before or after the close of voting, and any such waivers shall be documented in the Voting Report.

C. General Ballot Tabulation and Voting Procedures.

25. The proposed Solicitation and Voting Procedures set forth specific criteria with respect to the general tabulation of Ballots and voting procedures applicable to Holders of Claims, which will facilitate the Plan confirmation process. The Solicitation and Voting Procedures clarify any obligations of Holders of Claims entitled to vote to accept or reject the Plan and create a straightforward process by which the Movants can determine whether they have satisfied the requirements of section 1126(c) of the Bankruptcy Code. Accordingly, the Movants submit that the Solicitation and Voting Procedures are in the best interests of the Debtor’s estate, Holders of Claims, and other parties in interest, and that good cause supports the relief requested herein.

D. The Court Should Approve the Forms of the Ballots.

26. In accordance with Bankruptcy Rule 3018(c), all votes to accept or reject the Plan must be cast by using an appropriate Ballot. Although based on Official Form B314, the Ballots were modified to (a) address the particular circumstances of this chapter 11 case and (b) include certain additional information that is relevant and appropriate for Claims in certain of the Voting Classes. The proposed Ballots for each Voting Class are annexed as Schedules 3A, 3B, and 3C to the Order.

27. In addition to accepting hard copy Ballots via first class mail, overnight courier, and hand delivery, the Movants request authorization to accept Ballots from voters via electronic, online transmissions, solely through a customized online balloting portal on the Debtor's case website to be maintained by the Solicitation Agent ("E-Ballot"). Parties entitled to vote through E-Ballot may cast an electronic Ballot and electronically sign and submit the Ballot instantly by utilizing E-Ballot. Instructions for electronic, online transmission of Ballots are set forth on the forms of Ballots. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective.

28. The Movants respectfully submit that the forms of the Ballots comply with Bankruptcy Rule 3018(c) and, therefore, should be approved.

E. The Court Should Approve the Contents of the Solicitation Package and Distribution to Parties Entitled to Vote on the Plan.

29. Bankruptcy Rule 3017(d) specifies the materials to be distributed to holders of allowed claims upon approval of a disclosure statement, including the court-approved Disclosure Statement and Plan and notice of the time within which acceptances and rejections of the Plan may be filed. Fed. R. Bankr. P. 3017(d).

30. In accordance with this requirement, the Movants propose to send the Solicitation Packages to provide Holders of Claims in the Voting Classes with the information they need to be able to make informed decisions with respect to how to vote on the Plan. Specifically, on or before the Solicitation Deadline, the Solicitation Agent will distribute Solicitation Packages electronically or by U.S. first-class mail to those Holders of Claims in the Voting Classes. Each Solicitation Package will include the following materials:

- a. a Ballot, together with detailed voting instructions and a pre-addressed, postage-prepaid return envelope;
- b. the Cover Letter, including instructions to obtain access, free of charge, to the Disclosure Statement and Plan and the Order (without exhibits, except the Solicitation and Voting Procedures) via www.kccllc.net/tehum;
- c. the Combined Hearing Notice; and
- d. such other materials as the Court may direct.

31. Due to the voluminous nature of certain documents, the Movants request authorization to distribute the Disclosure Statement, Plan and the Order (without exhibits, except for the Solicitation and Voting Procedures) to Holders of Claims entitled to vote on the Plan by providing instructions as part of the Solicitation Package for accessing these documents through the Debtor's restructuring website (www.kccllc.net/tehum); *provided, however*, that Movants shall serve hard copies of the Solicitation Package, including the Disclosure Statement, Plan and the Order (without exhibits, except for the Solicitation and Voting Procedures), on each incarcerated individual in each Voting Class. Except as with respect to incarcerated individuals in Voting Classes, **only** the Ballot(s), the Cover Letter, and the Combined Hearing Notice will be provided in paper format. Given the length of the Plan, the Disclosure Statement, and the proposed Order, distribution in this manner will translate into significant monetary savings for the Debtor's estates and allow the Solicitation Packages to be sent on the earliest possible date.

32. Any party that receives the materials in electronic format but would prefer paper format may contact the Solicitation Agent and request paper copies of the corresponding materials previously received in electronic format (to be provided at the Debtor's expense).

33. On or before the Solicitation Deadline, the Movants shall also cause Solicitation Packages (excluding Ballots) to be served on: (a) the U.S. Trustee; and (b) all parties who have requested service of papers in this case pursuant to Bankruptcy Rule 2002 as of the Voting Record Date.

34. The Movants respectfully request that the Solicitation Agent be authorized (to the extent not authorized by another order of the Court) to assist the Movants in (a) distributing the Solicitation Package, (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by Holders of Claims, (c) responding to inquiries from Holders of Claims and Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballots, the Solicitation Packages, and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, (d) soliciting votes on the Plan, and (e) if necessary, contacting creditors and equity holders regarding the Plan.

35. Accordingly, the Movants request that the Court approve the form of, and the Movants' proposed procedures for distributing, the Solicitation Packages to the Holders of Claims in the Voting Classes.

F. The Court Should Approve Procedures for the Resolution of Disputed Claims for Voting Purposes.

36. The Movants have established Solicitation and Voting Procedures, which includes procedures for the treatment of Claims in a Voting Class subject to pending objections. Such procedures contemplate furnishing the Holder of such Disputed Claim with a Non-Voting Status Notice and deeming the Holder not entitled to vote to accept or reject the Plan on account of such

Claim until the occurrence of a Resolution Event (as such terms are defined in the Solicitation and Voting Procedures). The Movants respectfully request this Court authorize the procedures for the resolution of Disputed Claims as such procedures are customary and should be approved.

G. The Court Should Approve the Notice of Combined Hearing.

37. The Combined Hearing Notice will include the following: (a) instructions as to how to view or obtain copies of the Disclosure Statement, Plan, the Order, and all other materials in the Solicitation Package (excluding Ballots) from the Solicitation Agent and/or the Court's website via PACER; (b) notice of the Voting Deadline; (c) notice of the date by which the Movants will file the Plan Supplement; (d) notice of the Objection Deadline; and (e) notice of the Combined Hearing Date and information related thereto. The Movants, through the Solicitation Agent, will serve the Combined Hearing Notice on all parties appearing on the Debtor's creditor matrix by no later than the Solicitation Deadline, which will provide all parties in interest with notice of the Objection Deadline and the Combined Hearing.

38. Bankruptcy Rule 2002(l) permits the Court to "order notice by publication if it finds that notice by mail is impracticable or that it is desirable to supplement the notice." Fed. R. Bankr. P. 2002(l). Therefore, in addition to the foregoing distribution of the Combined Hearing Notice, the Movants will cause publication of the Publication Notice as soon as reasonably practicable after the entry of the Order granting this Motion on one occasion in the national edition of the *Wall Street Journal*, the *New York Times*, *Prison Legal News*, and any such other publications that the Movants deem appropriate. The Movants believe that the Publication Notice will provide sufficient notice of, among other things, the entry of the Order, the Voting Deadline, the Objection Deadline, and the Combined Hearing to parties who did not otherwise receive notice thereof by mail. Additionally, service and publication of the Combined Hearing Notice comports with the requirements of Bankruptcy Rule 2002 and should be approved.

H. The Court Should Approve the Form of Notices to Non-Voting Classes.

39. As discussed above, the Non-Voting Classes are *not* entitled to vote on the Plan. As a result, they will *not* receive the full Solicitation Package. Instead, the Movants propose to send such parties a Non-Voting Status Notice and Opt-Out Form, which will still allow such parties to opt out of the Third-Party Releases contained within the Plan.

- a. ***Unimpaired Claims—Conclusively Presumed to Accept.*** Holders of Claims in Class 1 and Class 2 are not impaired under the Plan and, therefore, are conclusively presumed to have accepted the Plan. As such, Holders of such Claims will receive a notice, which includes the opportunity to opt out of certain third-party releases, substantially in the form attached to the Order as Schedule 4, in lieu of a Solicitation Package.
- b. ***Other Interests and Claims—Deemed to Reject.*** Holders of Claims or Interests in Class 6 and Class 7 are receiving no distribution under the Plan and, therefore, are deemed to reject the Plan and will receive a notice, which includes the opportunity to opt out of certain third-party releases, substantially in the form attached to the Order as Schedule 5, in lieu of a Solicitation Package.
- c. ***Disputed Claims.*** Holders of Claims that are subject to a pending objection by the Debtor are not entitled to vote the disputed portion of their claim. As such, Holders of Disputed Claims will receive a notice, which includes the opportunity to opt out of certain third-party releases, substantially in the form attached to the Order as Schedule 6 (which notice shall be served together with such objection).

40. Each of the Non-Voting Status Notices will include, among other things:

- (a) instructions as to how to view or obtain copies of the Disclosure Statement, the Plan, the Order, and all other materials in the Solicitation Package (excluding Ballots) from the Solicitation Agent free of charge and/or the Court's website via PACER; (b) a disclosure regarding the settlement, release, exculpation, and injunction language set forth in Article IX of the Plan, and Opt-Out Form; (c) notice of the Objection Deadline; (d) notice of the Combined Hearing Date; and (e) information related thereto.

41. The Movants believe that the mailing of Non-Voting Status Notices in lieu of Solicitation Packages satisfies the requirements of Bankruptcy Rule 3017(d). Accordingly, the Movants request that the Court approve the form of, and the Movants' proposed procedures for distributing, Non-Voting Status Notices to the Holders of Claims and Interests in the Non-Voting Classes.

I. The Court Should Approve the Notices to Contract Counterparties.

42. Article V.A of the Plan provides that, except as otherwise provided, each Executory Contract and Unexpired Lease not previously rejected or assumed will be deemed rejected as of the Effective Date, unless such contract or lease: (1) was previously assumed or rejected by the Debtor; (2) previously expired or terminated pursuant to its own terms; (3) is the subject of a pending motion to assume filed on or before the Effective Date; or (4) is identified on the Assumed Executory Contract and Unexpired Lease List.

43. To ensure that counterparties to Executory Contracts and Unexpired Leases receive notice of assumption of their Executory Contract or Unexpired Lease (and any corresponding cure claim) pursuant to the Plan, the Movants seek authority to notify such counterparties of the proposed assumption and assignment of the applicable Executory Contract or Unexpired Lease in the Plan Supplement and Assumption Notice. The Movants submit that this provides such counterparties with sufficient notice of the disposition of their Executory Contract or Unexpired Lease pursuant to the Plan.

J. The Court Should Approve the Voting Record Date, Voting Deadline, and Objection Deadline.

44. Bankruptcy Rule 3017(d) provides that, for the purposes of soliciting votes in connection with the confirmation of a plan, "creditors and equity security holders shall include holders of stocks, bonds, debentures, notes, and other securities of record on the date the order

approving the disclosure statement is entered or another date fixed by the court, for cause, after notice and a hearing.” Fed. R. Bankr. P. 3017(d). Bankruptcy Rule 3018(a) contains a similar provision regarding determination of the record date for voting purposes. Fed. R. Bankr. P. 3018(a). Similarly, Bankruptcy Rule 3017(c) provides that before approving a disclosure statement, the Court must fix a time within which holders of claims and interests may accept or reject a Plan and may fix a date for the hearing on confirmation of a Plan. *See* Fed. R. Bankr. P. 3017(c).

45. The Movants request that the Court exercise its authority under Bankruptcy Rules 3017(d) and 3018(a) to establish October 17, 2023 as the Voting Record Date. Movants further request that the Court establish December 22, 2023 as both the Voting Deadline and the Objection Deadline.

46. Moreover, the Movants propose that, with respect to any transferred Claim, the transferee shall be entitled to receive a Solicitation Package and, if the Holder of such Claim is entitled to vote with respect to the Plan, cast a Ballot on account of such Claim ***only if***: (a) all actions necessary to effectuate the transfer of the Claim pursuant to Bankruptcy Rule 3001(e) have been completed by the Voting Record Date or (b) the transferee files by the Voting Record Date (i) the documentation required by Bankruptcy Rule 3001(e) to evidence the transfer and (ii) a sworn statement of the transferor supporting the validity of the transfer. In the event a Claim is transferred after the Voting Record Date, the transferee of such Claim shall be bound by any vote on the Plan made by the Holder of such Claim as of the Voting Record Date.

47. The Movants request that, after the Solicitation Agent’s distribution of Solicitation Packages to Holders of Claims entitled to vote on the Plan, the Court require that all Holders of Claims entitled to vote on the Plan complete, execute, and return their customized Ballots so that

they are *actually received* by the Solicitation Agent on or before the Voting Deadline. Similarly, the Movants request that all Opt-Out Forms be completed and returned such that they are *actually received* by the Solicitation Agent on or before the Voting Deadline.

48. The foregoing timing and materials will afford Holders of Claims entitled to vote on the Plan a reasonable amount of time, given the circumstances, to review and analyze such materials and subsequently make an informed decision as to whether to vote to accept or reject the Plan before the Voting Deadline consistent with the requirements of the Bankruptcy Rules.

III. The Court Should Approve the Procedures for Confirming the Plan and Approving the Disclosure Statement on a Final Basis.

49. Section 1128 of the Bankruptcy Code provides that a court shall hold a hearing on confirmation of a plan and provides that parties in interest can object to confirmation. 11 U.S.C. § 1128. Additionally, Bankruptcy Rule 3017(c) provides that, on or before approval of a disclosure statement, a court shall fix a time for the hearing on confirmation of a plan. Fed. R. Bankr. P. 3017(c). In accordance with Bankruptcy Rule 3017(c) and section 1128 of the Bankruptcy Code, the Movants request that the Court schedule the Combined Hearing Date for the week of January 8, 2024. The Movants further request that the Combined Hearing may be continued from time to time by the Court or the Movants without further notice to parties in interest other than such adjournment announced in open court and/or a notice of adjournment filed with the Court and served on the Debtor's master service list.

50. Rule 2002(b) provides that there should be "not less than '28 days' notice by mail of the time fixed (1) for filing objections and the hearing to consider approval of a disclosure statement..." Fed. R. Bankr. P. 2002(b). In this instance, the Movants are asking for a notice period of *more than* sixty (60) days between the filing of the Disclosure Statement and the

Objection Deadline. Such an elongated time period will provide ample time for parties in interest to review the Disclosure Statement.

51. The Movants also request that the Court direct the manner in which parties in interest may object to confirmation of the Plan. Pursuant to Bankruptcy Rule 3020(b)(1), objections to confirmation of a Plan must be filed and served “within a time fixed by the court.” Fed. R. Bankr. P. 3020(b)(1). The Combined Hearing Notice will require that objections to confirmation of the Plan, if any, must:

- a. be in writing;
- b. conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court;
- c. state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and
- d. be filed with the Court on or before the Objection Deadline.

52. The Movants also request that they (and other parties in support of the Plan) be permitted to file a reply and/or brief in support of confirmation by January 2, 2024, or the Confirmation Brief Deadline.

53. The Movants believe that the foregoing deadlines will afford the Court, the Movants, and other parties in interest, adequate time to consider any objections and proposed modifications prior to the Combined Hearing.

Non-Substantive Modifications

54. The Movants request authorization to make non-substantive changes to the Disclosure Statement, Plan, Combined Hearing Notice, Solicitation Packages, Non-Voting Status Notices, Opt-Out Forms, Ballots, Publication Notice, Cover Letter, Solicitation and Voting Procedures, Assumption Notice, and related documents without further order of the Court,

including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement and Plan, and any other materials in the Solicitation Packages before distribution.

Notice

55. The Movants will provide notice of this Motion to the following parties: (a) the Office of the U.S. Trustee for the Southern District of Texas; (b) counsel to M2 LoanCo, LLC, the Debtor's DIP Lender; (c) the holders of the 30 largest unsecured claims against the Debtor; (d) the United States Attorney's Office for the Southern District of Texas; and (e) any party that has requested notice pursuant to Bankruptcy Rule 2002. The Movants submit that, in light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

56. No prior motion for the relief requested herein has been made to this or any other court.

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

Respectfully submitted this 29th day of September, 2023.

GRAY REED

By: /s/ Jason S. Brookner

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-and-

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Counsel to the Committee

Certificate of Service

I certify that on September 29, 2023, 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 Southern District of Texas to all parties authorized to receive electronic notice in this case.

/s/ Jason S. Brookner

Jason S. Brookner

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

)
) Chapter 11
)
) Case No. 23-90086 (CML)
)
)
)
)

**ORDER (I) CONDITIONALLY APPROVING
THE ADEQUACY OF THE DISCLOSURE STATEMENT,
(II) APPROVING THE SOLICITATION AND NOTICE PROCEDURES
WITH RESPECT TO CONFIRMATION OF THE JOINT
CHAPTER 11 PLAN, (III) APPROVING THE FORMS OF BALLOTS AND
NOTICES IN CONNECTION THEREWITH, (IV) SCHEDULING CERTAIN
DATES WITH RESPECT THERETO, AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtor in possession (the “Debtor”) and the Official Committee of Unsecured Creditors (the “Committee,” and together with the Debtor, the “Movants”) for entry of an order (this “Order”) pursuant to sections 105, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018, and 3020, and Local Rules 2002-1, 3016-1, 3016-2, 3017-1, and 9013-1 (a) conditionally approving the adequacy of the Disclosure Statement, (b) approving the Solicitation and Voting Procedures with respect to the Plan, (c) approving the forms of ballots and notices in connection therewith, and (d) scheduling certain dates with respect thereto, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. § 1334; and this Court having found this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue

¹ The last four digits of the Debtor’s federal tax identification number is 8853. The Debtor’s service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

² Capitalized terms used but not otherwise defined herein have the meaning ascribed to such terms in the Motion.

of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtor's estate, its creditors, and other parties in interest; and this Court having found that the notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

I. Conditional Approval of the Disclosure Statement.

1. The Disclosure Statement, in substantially the form attached hereto as **Schedule 1**, is conditionally approved as providing Holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code.

2. The Court further finds that the Disclosure Statement provides Holders of Claims, Holders of Interests, and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c).

II. Approval of the Solicitation and Voting Procedures.

3. The Movants, as joint proponents of the Plan, are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation and Voting Procedures attached hereto as **Schedule 2**, which are hereby approved in their entirety.

III. Approval of the Materials and Timeline for Soliciting Votes and the Procedures for Confirming the Plan and Approving the Disclosure Statement on a Final Basis.

A. Approval of Key Dates and Deadlines with Respect to the Disclosure Statement and Plan.

4. The following dates are hereby established (subject to modification as necessary) with respect to the solicitation of votes to accept, and voting on, the Plan, as well as filing objections to confirmation of the Plan and approving the Disclosure Statement on a final basis:

Event	Date
Voting Record Date	October 17, 2023
Solicitation Deadline	Within four (4) days of entry of this Order
Publication Deadline	October 23, 2023
Deadline to File Plan Supplement	December 15, 2023
Voting Deadline	December 22, 2023
Objection Deadline	December 22, 2023
Deadline to File Confirmation Brief and Disclosure Statement and Plan Objection Response Deadline	January 2, 2024
Deadline to File Voting Report	January 2, 2024
Combined Hearing Date	January 8, 2024

B. Approval of the Form of Solicitation Packages and Distribution to Parties Entitled to Vote on the Plan.

5. In addition to the Disclosure Statement, Plan and this Order (without exhibits, except the Solicitation and Voting Procedures), the Solicitation Packages to be transmitted on or before the Solicitation Deadline to those Holders of Claims in the Voting Classes entitled to vote on the Plan as of the Voting Record Date shall include the following, the form of each of which is hereby approved:

- a. an appropriate form of Ballot attached hereto as **Schedules 3A, 3B, and 3C**;
- b. the Cover Letter, including instructions to obtain access, free of charge, to the Disclosure Statement, Plan and the Order (without exhibits, except the Solicitation

and Voting Procedures) via www.kccllc.net/tehum, attached hereto as **Schedule 7**; and

- c. the Combined Hearing Notice attached hereto as **Schedule 8**.

6. The Solicitation Package provides the Holders of Claims entitled to vote on the Plan with adequate information to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), the Bankruptcy Code, and the Local Rules.

7. On or before the Solicitation Deadline, the Movants shall cause Solicitation Packages to be served on all Holders of Claims in the Voting Classes who are entitled to vote. The Movants shall also cause Solicitation Packages (excluding Ballots) to be served on: (a) the U.S. Trustee; and (b) all parties who have requested service of papers in this case pursuant to Bankruptcy Rule 2002 as of the Voting Record Date. Such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules.

8. The Movants are authorized, but not directed or required, to distribute the Disclosure Statement, Plan, and this Order to Holders of Claims entitled to vote on the Plan by providing instructions as part of the Solicitation Package for accessing these documents through the Debtor's restructuring website (www.kccllc.net/tehum); *provided, however*, that Movants shall serve hard copies of the Solicitation Package, including the Disclosure Statement, Plan and the Order (without exhibits, except for the Solicitation and Voting Procedures), on each incarcerated individual in each Voting Class. Except as with respect to incarcerated individuals in Voting Classes, only the Ballots, Cover Letter, and Combined Hearing Notice will be provided in paper form.

9. Any party that receives materials in electronic format, but would prefer to receive materials in paper format, may contact the Solicitation Agent and request paper copies of the

corresponding materials previously received in electronic format (to be provided within three (3) business days of receipt of such request at the Debtor's expense).

10. The Solicitation Agent is authorized to assist the Movants in (a) distributing the Solicitation Packages, (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by Holders of Claims or Interests, (c) responding to inquiries from Holders of Claims and Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballots, the Solicitation Package, and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan, (d) soliciting votes on the Plan, and (e) if necessary, contacting creditors and equity holders regarding the Plan.

11. The Solicitation Agent is also authorized to accept Ballots via electronic online transmission, solely through a customized online balloting portal on the Debtor's case website to be maintained by the Solicitation Agent ("E-Ballot"). E-Ballots submitted shall be deemed to contain an original signature. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

C. Approval of Procedures for Resolution of Disputed Claims for Voting Purposes.

12. The procedures for the resolution of Disputed Claims for voting purposes as set forth in the Solicitation and Voting Procedures are hereby approved.

D. Approval of Expedited Distribution

13. The procedures for electing the Expedited Distribution as set forth in the Solicitation and Voting Procedures are hereby approved.

E. Approval of the Combined Hearing Notice.

14. The Combined Hearing Notice, in the form attached hereto as **Schedule 8** to be filed by the Movants and served upon parties in interest in this chapter 11 case on or before October 23, 2023, constitutes adequate and sufficient notice of the hearing to consider adequacy of the Disclosure Statement and approval of the Plan, the manner in which a copy of the Disclosure Statement and Plan could be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Bankruptcy Local Rules. The Movants shall publish the Combined Hearing Notice (in a format modified for publication) as soon as reasonably practicable after the entry of the Order on one occasion in the national edition of the *Wall Street Journal*, the *New York Times*, *Prison Legal News*, and any such other publications that the Movants deem appropriate.

15. The Combined Hearing Notices provide Holders of Claims, Holders of Interests, and other parties in interest with sufficient notice of the release, exculpation and injunction provisions contained in the Disclosure Statement and Plan and the effect thereof.

F. Approval of Form of Plan Supplement Notice.

16. The Movants are authorized to send the Plan Supplement Notice, which will be filed and served at least seven days prior to the Objection Deadline, substantially in the form attached hereto as **Schedule 9**, on the date the Plan Supplement is filed or as soon as reasonably practicable thereafter.

G. Approval of the Form of Notices to Non-Voting Classes.

17. The Movants are not required to provide Solicitation Packages to Holders of Claims or Interests in Non-Voting Classes, as such Holders are not entitled to vote on the Plan. Instead, on or before the Solicitation Deadline, the Solicitation Agent shall mail a Non-Voting Status

Notice, the form of each of which is hereby approved, to the parties outlined below who are not entitled to vote on the Plan:

Classes	Status	Treatment
1, 2	Unimpaired, Deemed to Accept	Will receive a notice, substantially in the form attached to the Order as <u>Schedule 4</u> , in lieu of a Solicitation Package.
6, 7	Impaired, Deemed to Reject	Will receive a notice, substantially in the form attached to the Order as <u>Schedule 5</u> , in lieu of a Solicitation Package.
N/A	Disputed Claims	Holders of Claims that are subject to a pending objection are not entitled to vote the disputed portion of their claims. As such, Holders of such Claims will receive a notice, substantially in the form attached to the Order as <u>Schedule 6</u> (which notice shall be served together with such objection).

H. Approval of Notices to Contract Counterparties.

18. The Movants are authorized to mail a notice of assumption of any Executory Contracts or Unexpired Leases (and any corresponding cure claims), in the form attached hereto as **Schedule 10** to the applicable counterparties to Executory Contracts and Unexpired Leases that will be assumed pursuant to the Plan, within the time periods specified in the Disclosure Statement and Plan.

I. Approval of the Procedures for Filing Objections to the Plan and Final Approval of the Disclosure Statement.

19. Objections to the Plan and/or to final approval of the Disclosure Statement will not be considered by the Court unless such objections are timely filed and properly served in accordance with this Order. Specifically, all objections to confirmation of the Plan or requests for modifications to the Plan, if any, ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules and the Bankruptcy Local Rules; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Court on or before December 22, 2023.

J. Miscellaneous.

20. The Movants reserve the right to modify the Plan in accordance with Article XI thereof at any time before the Confirmation Date.

21. Nothing in this Order shall be construed as a waiver of the right of the Debtor or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date.

22. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

23. The contents of the Motion satisfy the requirements of Bankruptcy Rule 6003(b).

24. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of the Bankruptcy Rules and the Bankruptcy Local Rules are satisfied by such notice.

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

26. The Movants are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

27. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Signed: _____, 2023

Christopher M. López
United States Bankruptcy Judge

Schedule 1

Disclosure Statement

Schedule 2

Solicitation and Voting Procedures

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

)
) Chapter 11
)
) Case No. 23-90086 (CML)
)
)
)
)

SOLICITATION AND VOTING PROCEDURES

PLEASE TAKE NOTICE THAT the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order (the “Disclosure Statement Order”): (a) authorizing the above-captioned debtor in possession (the “Debtor”) and the Official Committee of Unsecured Creditors (the “Committee,” and together with the Debtor, the “Proponents”), to solicit votes on the *Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (as may be amended, supplemented, or modified from time to time, the “Plan”);² (b) conditionally approving the *Disclosure Statement Regarding Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving these procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to confirmation of the Plan and final approval of the Disclosure Statement.

A. The Voting Record Date.

The Court has established **October [●], 2023** as the record date for purposes of determining which Holders of Claims in Class 3, Class 4 and Class 5 are entitled to vote on the Plan (the “Voting Record Date”).

B. The Voting Deadline.

The Court has approved **December [●], 2023** as the voting deadline (the “Voting Deadline”) for the Plan. The Proponents may extend the Voting Deadline, in their discretion, without further order of the Court. To be counted as votes to accept or reject the Plan, all ballots (each, a “Ballot”) must be properly executed, completed, and returned in the pre-paid, pre-addressed return envelope included in the Solicitation Package or delivered by: (1) first class mail; (2) overnight courier; (3) personal delivery; or (4) via E-Ballot, so that they are **actually received** no later than the Voting Deadline by Kurtzman Carson Consultants LLC, the Debtor’s solicitation

¹ The last four digits of the Debtor’s federal tax identification number is 8853. The Debtor’s service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Plan.

agent in this chapter 11 case (the “Solicitation Agent”). All Ballots should be sent to: (1) if by mail, Tehum Care Services, Inc. Ballot Processing Center c/o KCC, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245; if by hand delivery or overnight courier, Tehum Care Services, Inc. c/o KCC, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245; or via the online balloting portal at www.kccllc.net/tehum. Ballots submitted by facsimile, email or other means of electronic transmission (other than E-Ballot) will not be counted.

C. Form, Content, and Manner of Notices.

1. The Solicitation Package.

The following materials shall constitute the solicitation package (the “Solicitation Package”):

- a. a cover letter, in substantially the form annexed as Schedule 7 to the Disclosure Statement Order, describing the contents of the Solicitation Package, including instructions to obtain access, free of charge, to the Disclosure Statement, Plan, and the Disclosure Statement Order via www.kccllc.net/tehum and urging the Holders of Claims in each of the Voting Classes to vote to accept the Plan;
- b. a notice of the Combined Hearing, in substantially the form annexed as Schedule 8 to the Disclosure Statement Order (the “Combined Hearing Notice”);
- c. the applicable form of Ballot, in substantially the form of Ballots annexed as Schedule 3 to the Disclosure Statement Order, as applicable, and applicable voting instructions, together with a pre-addressed, postage prepaid return envelope; and
- d. any additional documents that the Court has ordered to be made available.

2. Distribution of the Solicitation Package.

The Solicitation Package shall include instructions to obtain access, free of charge, to the Disclosure Statement, Plan, and the Disclosure Statement Order in electronic format through the Debtor’s restructuring website (www.kccllc.net/tehum); *provided, however*, that hard copies of the Solicitation Package, including the Disclosure Statement, Plan and the Disclosure Statement Order (without exhibits, except for the Solicitation and Voting Procedures) will be provided to each incarcerated individual in each Voting Class. Except with respect to incarcerated individuals in Voting Classes, only the Ballot(s), the Cover Letter, and the Combined Hearing Notice shall be provided in paper format. Any party that receives the materials in electronic format but would prefer a flash drive or paper format of the Disclosure Statement, Plan and the Disclosure Statement Order may contact the Solicitation Agent by: (a) calling the Debtor’s restructuring hotline at (866) 967-0491 (Toll-Free) or (310) 751-2691 (International); (b) visiting the Debtor’s restructuring website at: www.kccllc.net/tehum; and/or (c) writing to Tehum Care Services, Inc. c/o KCC, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245 and requesting paper copies of the

corresponding materials previously received in electronic format (to be provided at the Debtor's expense).

On or before the Solicitation Deadline, the Solicitation Agent shall mail the Solicitation Package to all Holders of Claims in the Voting Classes who are entitled to vote, as described in section D below. In addition, the Solicitation Agent shall serve, or cause to be served, all of the materials in the Solicitation Package (excluding Ballots) on: (a) the U.S. Trustee; and (b) all parties who have requested service of papers in this case pursuant to Bankruptcy Rule 2002 as of the Voting Record Date.

As to Holders of Claims that are duplicate Claims, the Solicitation Agent shall only provide one ballot for one of the duplicate Claims.

3. Resolution of Disputed Claims for Voting Purposes; Resolution Event.

- a. Absent further order of the Court, the Holder of a Claim in a Voting Class that is the subject of a pending objection filed with the Bankruptcy Court by the Debtor on a "reduce and allow" basis shall be entitled to vote such Claim in the reduced amount contained in such objection.
- b. If a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that is filed with the Court fewer than seven days before the Voting Deadline: (i) the Proponents shall cause the applicable Holder to be served with a disputed claim notice substantially in the form annexed as Schedule 6 to the Disclosure Statement Order (which notice shall be served together with such objection); and (ii) the applicable Holder shall not be entitled to vote to accept or reject the Plan on account of such claim unless a Resolution Event (as defined herein) occurs as provided herein.
- c. If a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that is filed with the Court fewer than seven days before the Voting Record Date, the applicable Claim shall be deemed temporarily allowed for voting purposes only, without further action by the Holder of such Claim and without further order of the Court, unless the Court orders otherwise.
- d. A "Resolution Event" means the occurrence of one or more of the following events no later than two (2) business days prior to the Voting Deadline:
 - i. entry of an order of the Court allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;
 - ii. entry an order of the Court temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;

- iii. execution of a stipulation or other agreement between the Holder of such Claim and the Debtor resolving the objection and allowing such Claim in an agreed upon amount;
 - iv. execution of a stipulation or other agreement between the Holder of such Claim and the Debtor temporarily allowing the Holder to vote its Claim in an agreed upon amount; or
 - v. voluntary withdrawal of the pending objection by the objecting party.
- e. No later than two (2) business days following the occurrence of a Resolution Event, the Proponents shall cause the Solicitation Agent to distribute via email, hand delivery, or overnight courier service a Solicitation Package and a pre-addressed, postage prepaid envelope to the relevant Holder to the extent such Holder has not already received a Solicitation Package containing a Ballot.

4. Non-Voting Status Notices for Unimpaired Classes and Classes Deemed to Reject the Plan.

Certain Holders of Claims who are not entitled to vote because they are Unimpaired or otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code will receive only the *Non-Voting Status Notice for Unimpaired Claims Conclusively Presumed to Accept the Plan*, substantially in the form annexed as Schedule 4 to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots) and how to opt out of the Third-Party Releases.

Certain Holders of Claims and Interests who are not entitled to vote because they are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code will receive the *Non-Voting Status Notice to Holders of Impaired Claims Deemed to Reject the Plan*, substantially in the form annexed as Schedule 5 to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots) and how to opt out of the Third-Party Releases.

D. Voting and Tabulation Procedures.

1. Holders of Claims Entitled to Vote.

Only the following Holders of Claims in the Voting Classes shall be entitled to vote to accept or reject the Plan:

- a. holders of Claims who, on or before the Voting Record Date, have timely filed a Proof of Claim (or an untimely Proof of Claim that has been Allowed as timely by the Bankruptcy Court under applicable law on or before the Voting Record Date) that (i) has not been expunged, disallowed, disqualified, withdrawn, or superseded prior to the Voting Record Date; and (ii) is not the subject of a pending objection filed with the Bankruptcy Court at least seven days prior to the Voting Deadline, pending a Resolution Event

as provided herein; *provided* that a Holder of a Claim that is the subject of a pending objection on a “reduce and allow” basis shall receive a Solicitation Package and be entitled to vote such Claim in the reduced amount contained in such objection absent a further order of the Court;

- b. holders whose Claims arise (i) pursuant to an agreement or settlement with the Debtor, as reflected in a document filed with the Court, (ii) in an order entered by the Court, or (iii) in a document executed by the Debtor pursuant to authority granted by the Court, in each case regardless of whether a Proof of Claim has been filed;
- c. holders of Disputed Claims that have been temporarily allowed to vote on the Plan pursuant to Bankruptcy Rule 3018;
- d. with respect to any Entity described in subparagraphs (a) through (c) above, who, on or before the Voting Record Date, has transferred such Entity’s Claim to another Entity, the assignee of such Claim; *provided* that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register on the Voting Record Date.

For the avoidance of doubt, Holders of Claims filed for \$0.00 are not entitled to vote.

2. **Establishing Claim Amounts for Voting Purposes.**

Filed and Scheduled Claims. Any amounts filled in on Ballots are not binding for purposes of allowance and distribution. In tabulating votes, the following hierarchy shall be used to determine the amount of the Claim associated with each claimant’s vote:

- a. the Claim amount (i) settled and/or agreed upon by the Debtor, as reflected in a document filed with the Court (other than the Schedules), (ii) set forth in an order of the Court, or (iii) set forth in a document executed by the Debtor pursuant to authority granted by the Court;
- b. the Claim amount Allowed (temporarily or otherwise) pursuant to a Resolution Event under Section C.3(d) of these Solicitation and Voting Procedures;
- c. the Claim amount contained in a Proof of Claim that has been timely filed by the Claims Bar Date (or deemed timely filed by the Court under applicable law), except for any amounts asserted on account of any interest accrued after the Petition Date; *provided* that any Ballot cast by a Holder of a Claim who timely files a Proof of Claim in respect of (i) a contingent Claim or a Claim in a wholly-unliquidated or unknown amount (based on a reasonable review by the Proponents and/or the Solicitation Agent) that is not the subject of an objection will count toward satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code and, if a Proof

of Claim is filed as partially liquidated and partially unliquidated, such Claim will be Allowed for voting purposes only in the liquidated amount; and

- d. in the absence of any of the foregoing, such Claim shall be disallowed for voting purposes unless otherwise ordered by the Bankruptcy Court.

3. Voting and Ballot Tabulation Procedures.

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Proponents' right to jointly waive any of the below specified requirements for completion and submission of Ballots so long as the Bankruptcy Code, Bankruptcy Rules, or Bankruptcy Local Rules do not otherwise require such requirement:

- a. except as otherwise provided in the Solicitation and Voting Procedures, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline (as the same may be extended by the Proponents or by order of the Bankruptcy Court), the Solicitation Agent shall reject such Ballot as invalid and, therefore, shall not count it in connection with confirmation of the Plan;
- b. the Solicitation Agent will date-stamp all Ballots when received. The Solicitation Agent shall retain the original Ballots and an electronic copy of the same for a period of one year after the Effective Date of the Plan, unless otherwise ordered by the Court;
- c. if an executed Ballot checks the box for Expedited Distribution, the Solicitation Agent shall tabulate the Ballot as an accepting Ballot within the applicable Voting Class in the amount contained in the applicable Proof of the Claim, and all other markings on the Ballot shall be disregarded, regardless of whether such Ballot contains contradictory votes or opt out selections;
- d. the Solicitation Agent, after review by both Proponents, will file with the Bankruptcy Court, not later than **January [●], 2024**, a certification of votes (the "Voting Report"). The Voting Report shall, among other things, certify to the Court in writing the amount and number of allowed Claims of each Class accepting or rejecting the Plan, and delineate every Ballot that does not conform to these Solicitation and Voting Procedures or that contains any form of irregularity including, but not limited to, those Ballots that are late, in whole or in material part illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile, or damaged (each, an "Irregular Ballot"). The Voting Report shall indicate the Proponents' intentions with regard to each such Irregular Ballot. The Voting Report shall be served upon the U.S. Trustee;
- e. the method of delivery of Ballots to be sent to the Solicitation Agent is at the election and risk of each Holder, and except as otherwise provided, a

Ballot will be deemed delivered only when the Solicitation Agent actually receives the executed Ballot;

- f. Ballots (hard copy or E-Ballot) must be executed by the Holder or authorized signatory of the Holder. Ballots submitted by facsimile, email, or other means of electronic transmission will not be counted;
- g. no Ballot should be sent to the Debtor, the Committee, the Debtor's or the Committee's financial or legal advisors, or the Bankruptcy Court, and if so sent, the Ballot will not be counted;
- h. if multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior received Ballot;
- i. Holders must vote all of their Claims within a particular Class either to accept or reject the Plan and may not split any votes. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims within the same Class, the Proponents may, in its discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes;
- j. An Entity signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a Holder of Claims, must indicate such capacity when signing;
- k. the Proponents, subject to a contrary order of the Court, may jointly waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report;
- l. neither the Proponents, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;
- m. unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted;
- n. in the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Court will determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected;

- o. if a Claim has been estimated or otherwise Allowed for voting purposes by order of the Court, such Claim shall be temporarily Allowed in the amount so estimated or Allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- p. if an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth in Section C.3 herein;
- q. the following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of such Claim; (ii) any Ballot cast by any Entity that does not hold a Claim in a Voting Class; (iii) any Ballot cast for a Claim scheduled as unliquidated, contingent, or disputed for which no Proof of Claim was timely filed by the Claims Bar Date; (iv) any unsigned Ballot or Ballot lacking an original signature (for the avoidance of doubt, an E-Ballot will be deemed to be an original signature); (v) any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; and (vi) any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described herein;
- r. after the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Proponents;
- s. the Proponents are jointly authorized to enter into stipulations with the Holder of any Claim agreeing to the amount of a Claim for voting purposes; and
- t. where any portion of a single Claim has been transferred to a transferee, all Holders of any portion of such single Claim will be (i) treated as a single creditor for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code (and for the other voting and solicitation procedures set forth herein), and (ii) required to vote every portion of such Claim collectively to accept or reject the Plan. In the event that (x) a Ballot, (y) a group of Ballots within a Voting Class received from a single creditor, or (z) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots shall not be counted.

E. Amendments to the Disclosure Statement, Plan, and Solicitation and Voting Procedures.

The Proponents reserve the right to make non-substantive or immaterial changes to the Disclosure Statement, Plan, Ballots, Combined Hearing Notice, Cover Letter, these Solicitation and Voting Procedures, and related documents without further order of the Court, including, without limitation, changes to correct typographical and grammatical errors, if any, and to make conforming changes among the Disclosure Statement, Plan, and any other materials in the Solicitation Package before their distribution.

* * * * *

Schedule 3A

Form of Class 3 Ballot

CLASS 3 BALLOT FOR HOLDERS OF CONVENIENCE CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

)
) Chapter 11
)
) Case No. 23-90086 (CML)
)
)
)

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTOR AND
OFFICIAL COMMITTEE OF UNSECURED CREDITORS' JOINT CHAPTER 11 PLAN**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.

ACCESS TO DISCLOSURE STATEMENT AND PLAN:

THE DISCLOSURE STATEMENT, PLAN, AND THE DISCLOSURE STATEMENT ORDER MAY BE ACCESSED, FREE OF CHARGE, AT WWW.KCCLLC.NET/TEHUM BY CLICKING ON THE "SOLICITATION MATERIALS" TAB ON THE HOME PAGE.

IF YOU WOULD PREFER PAPER COPIES OF, OR A FLASH DRIVE CONTAINING, THE DISCLOSURE STATEMENT, PLAN, AND THE DISCLOSURE STATEMENT ORDER, OR IF YOU NEED TO OBTAIN AN ADDITIONAL SOLICITATION PACKAGE, PLEASE CONTACT KURTZMAN CARSON CONSULTANTS LLC (THE "SOLICITATION AGENT") BY: (A) CALLING THE DEBTOR'S RESTRUCTURING HOTLINE AT (866) 967-0491 (TOLL-FREE) OR (310) 751-2691 (INTERNATIONAL); (B) VISITING THE DEBTOR'S RESTRUCTURING WEBSITE AT: WWW.KCCLLC.NET/TEHUM; AND/OR (C) WRITING TO THE SOLICITATION AGENT AT KURTZMAN CARSON CONSULTANTS LLC, RE: TEHUM CARE SERVICES, INC., 222 N PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY **DECEMBER [●], 2023** (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtor in possession (the "Debtor") and the Official Committee of Unsecured Creditors (the "Committee") are soliciting votes with respect to the *Debtor and Official Committee of Unsecured Creditors' Joint Chapter 11 Plan* (as may be amended, supplemented, or modified from time to time, the "Plan").² The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on October [●], 2023 (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

¹ The last four digits of the Debtor's federal tax identification number is 8853. The Debtor's service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement or Plan, as applicable.

You are receiving this Class 3 ballot (the “Ballot”) because you are a Holder of a Claim in Class 3 as of October [●], 2023 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement and Plan, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Disclosure Statement Order and certain other materials). This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong ballot, please contact the Solicitation Agent *immediately* at the address, telephone number, or website set forth above.

You should review the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 3, Convenience Claims. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Class 3 Claims in the following aggregate unpaid amount (insert amount in box below):

Voting Amount: \$ _____

Item 2. Vote on Plan.

The Holder of the Class 3 Claim against the Debtor set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan

☐ **REJECT** (vote AGAINST) the Plan

By voting to ACCEPT the Plan, you are expressing your desire to receive the full amount of your Claim in full and final satisfaction of your Claim.

Item 3. Important information regarding the Third-Party Release and option to Opt Out of Third-Party Release.

Article IX of the Plan contains Release, Exculpation, and Injunction Provisions, and Article IX.D contains a Third-Party Release. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

ALL HOLDERS OF CLAIMS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE IX.D OF THE PLAN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTOR AND THE RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN, YOU MAY PRESERVE YOUR DIRECT CLAIMS AGAINST THE RELEASED PARTIES (IF ANY), BUT YOU WILL WAIVE ANY RIGHTS TO DISTRIBUTIONS FROM THE \$37 MILLION SETTLEMENT PAYMENT TO BE MADE UNDER THE PLAN.

Article IX.D of the Plan contains the following provision:

Except as otherwise expressly set forth in the Plan or the Confirmation Order, upon payment in full of the Settlement Payment as provided in Article IV.B.1, and in exchange for other good and valuable consideration, the adequacy of which is hereby confirmed, each of the Releasing Parties shall be deemed to have expressly,

conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each and all of the Debtor, Post-Effective Date Debtor, and each Released Party, to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively (including any Causes of Action asserted or assertable on behalf of the Debtor, the Post-Effective Date Debtor, or the Estate, as applicable), matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with the Debtor (or any predecessor entity) or the Chapter 11 Case or affecting property of the Debtor's Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Upon the payment in full of the Settlement Payment as provided in Article IV.B.1, each of the Released Parties shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Consenting Creditor to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with, the Debtor (or any predecessor entity) or the Chapter 11 Case or affecting property of the Debtor's Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything contained herein to the contrary, the foregoing releases do not release (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, or (ii) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan.

Each of the Releasing Parties knowingly grants the Third Party Releases notwithstanding that each Releasing Party may hereafter discover facts in addition to, or different from, those which either such Releasing Party now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and each Releasing Party expressly waives any and all rights that such Releasing Party may have under any statute or common law principle which would limit the effect of the Third Party Release to those claims actually known or suspected to exist as of the Effective Date. In connection with their agreement to the foregoing Third Party Releases, the Releasing Parties knowingly and voluntarily waive and relinquish any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims, comparable or equivalent to California Civil Code § 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The Holder of the Class 3 Claim set forth in Item 1 elects to:

- ☐ **Opt Out** of the Third-Party Releases and any right to receive distributions from the Settlement Payment.

Item 4. Certifications.

By signing this Class 3 Ballot, the undersigned certifies that:

- (a) as of the Voting Record Date, the undersigned is either: (i) the Holder of the Class 3 Claims being voted; or (ii) an authorized signatory for an Entity that is a Holder of the Class 3 Claims being voted;
- (b) the undersigned (or in the case of an authorized signatory, the Holder) has received instructions to access a copy of the Plan and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein; and
- (c) no other Class 3 Ballots with respect to the amount of the Class 3 Claims identified in Item 1 have been cast or, if any other Class 3 Ballots have been cast with respect to such Class 3 Claims, then any such earlier Class 3 Ballots are hereby revoked.

Name of Holder:	
	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

If by First Class Mail:	If by Hand Delivery or Overnight Mail:
Tehum Care Services, Inc. Ballot Processing Center c/o KCC 222 N Pacific Coast Highway, Suite 300 El Segundo, CA 90245	Tehum Care Services, Inc. c/o KCC 222 N Pacific Coast Highway, Suite 300 El Segundo, CA 90245

Alternatively, to submit your Ballot or Opt-Out Form via the Solicitation Agent's online balloting portal, visit www.kccllc.net/tehum. Click on the "Submit E-Ballot" section of the website and follow the instructions to

submit your Ballot. If you submit your Ballot or Opt-Out Form via the Solicitation Agent's online balloting portal, you do not need to submit a paper Ballot or Opt-Out Form.

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

Unique E-Ballot ID#: _____

Unique E-Ballot PIN: _____

The Solicitation Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

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

<p>IF THE SOLICITATION AGENT DOES NOT <i>ACTUALLY RECEIVE</i> THIS CLASS 3 BALLOT ON OR BEFORE DECEMBER [●], 2023, YOUR VOTE TRANSMITTED BY THIS CLASS 3 BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE PROPONENTS.</p>
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Class 3 — Convenience Claims

INSTRUCTIONS FOR COMPLETING THIS CLASS 3 BALLOT

1. The Debtor and the Committee (the “Proponents”) are soliciting the votes of Holders of Claims with respect to the Plan. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Disclosure Statement and Plan. **PLEASE READ THE DISCLOSURE STATEMENT AND PLAN CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot as instructed herein.
5. **Use of Online Ballot Portal (E-Ballot).** To ensure that your electronic Ballot is counted, please follow the instructions on the Debtor’s case administration website www.kcellc.net/tehum. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online balloting portal).**
6. Your Ballot (whether submitted by hard copy or through the online balloting portal) ***must*** be returned to the Solicitation Agent so as to be ***actually received*** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is December 10, 2023.**
7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Proponents. Additionally, **the following Ballots will not be counted:**
 - (a) any Ballot that partially rejects and partially accepts the Plan;
 - (b) Ballots sent to the Debtor, the Debtor’s agents (other than the Solicitation Agent), or the Debtor’s financial or legal advisors;
 - (c) Ballots sent to the Committee or the Committee’s financial or legal advisors;
 - (d) Ballots sent by facsimile or any electronic means other than via the online balloting portal;
 - (e) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - (f) any Class 3 Ballot cast by an Entity that does not hold a Claim in Class 3;
 - (g) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
 - (h) any unsigned Ballot;
 - (i) any non-original Ballot; and/or
 - (j) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
8. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent ***actually receives*** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
9. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.

10. You must vote all of your Claims within Class 3 either to accept or reject the Plan and may **not** split your vote. Further, if a Holder has multiple Claims within Class 3, the Proponents may, in their discretion, aggregate the Claims of any particular Holder with multiple Claims within Class 3 for the purpose of counting votes.
11. This Ballot does **not** constitute (a) a Proof of Claim or (b) an assertion or admission of a Claim.
12. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Proponents, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
13. If you hold Claims in more than one Class under the Plan, you may receive more than one ballot coded for each different Class. Each ballot votes **only** your Claim(s) indicated on that ballot, so please complete and return each ballot that you received.

PLEASE MAIL YOUR CLASS 3 BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: (866) 967-0491 (TOLL-FREE) OR (310) 751-2691 (INTERNATIONAL).

<p>IF THE SOLICITATION AGENT DOES NOT <i>ACTUALLY RECEIVE</i> THIS BALLOT ON OR BEFORE THE VOTING DEADLINE OF DECEMBER [●], 2023, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE PROPONENTS.</p>
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Schedule 3B

Form of Class 4 Ballot

CLASS 4 BALLOT FOR HOLDERS OF NON-PERSONAL INJURY CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

)
) Chapter 11
)
) Case No. 23-90086 (CML)
)
)
)

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTOR AND
OFFICIAL COMMITTEE OF UNSECURED CREDITORS' JOINT CHAPTER 11 PLAN**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.

ACCESS TO DISCLOSURE STATEMENT AND PLAN:

THE DISCLOSURE STATEMENT, PLAN, AND THE DISCLOSURE STATEMENT ORDER MAY BE ACCESSED, FREE OF CHARGE, AT WWW.KCCLLC.NET/TEHUM BY CLICKING ON THE "SOLICITATION MATERIALS" TAB ON THE HOME PAGE.

IF YOU WOULD PREFER PAPER COPIES OF, OR A FLASH DRIVE CONTAINING, THE DISCLOSURE STATEMENT, PLAN, AND THE DISCLOSURE STATEMENT ORDER, OR IF YOU NEED TO OBTAIN AN ADDITIONAL SOLICITATION PACKAGE, PLEASE CONTACT KURTZMAN CARSON CONSULTANTS LLC (THE "SOLICITATION AGENT") BY: (A) CALLING THE DEBTOR'S RESTRUCTURING HOTLINE AT (866) 967-0491 (TOLL-FREE) OR (310) 751-2691 (INTERNATIONAL); (B) VISITING THE DEBTOR'S RESTRUCTURING WEBSITE AT: WWW.KCCLLC.NET/TEHUM; AND/OR (C) WRITING TO THE SOLICITATION AGENT AT KURTZMAN CARSON CONSULTANTS LLC, RE: TEHUM CARE SERVICES, INC., 222 N PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY DECEMBER [●], 2023 (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtor in possession (the "Debtor") and the Official Committee of Unsecured Creditors (the "Committee") are soliciting votes with respect to the *Debtor and Official Committee of Unsecured Creditors' Joint Chapter 11 Plan* (as may be amended, supplemented, or modified from time to time, the "Plan").² The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on October [●], 2023 (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

¹ The last four digits of the Debtor's federal tax identification number is 8853. The Debtor's service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement or Plan, as applicable.

You are receiving this Class 4 ballot (the “Ballot”) because you are a Holder of a Claim in Class 4 as of October [●], 2023 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement and Plan, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Disclosure Statement Order and certain other materials). This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong ballot, please contact the Solicitation Agent *immediately* at the address, telephone number, or website set forth above.

You should review the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 4, Non-Personal Injury Claims, under the Disclosure Statement and Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Expedited Distribution

☐ I wish to **ACCEPT** a one-time \$5,000.00 cash payment in full and final satisfaction of my Claim.

If you check this box, you are affirmatively and irrevocably electing the Expedited Distribution, which entitles you to receive a one-time Cash payment of \$5,000 from the Liquidation Trust, which will be paid sixty (60) days after the Effective Date of the Plan (absent objection by the Liquidation Trustee) in full and final satisfaction of such Claim.

If you make this election you are deemed to vote to ACCEPT the Plan and to GRANT the Third-Party Releases described in Item 4 below. If you check the box in Item 1 above, the Solicitation Agent has been instructed to treat this Ballot as though you have checked the box to ACCEPT the Plan in Item 3 and disregard any selections in Item 4.

If you do NOT want to elect to receive \$5,000.00 cash payment in full and final satisfaction of your Claim, do NOT check the box in Item 1 above. Skip Item 1 and follow the remaining instructions attached hereto.

Item 2. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Class 4 Claims in the following aggregate unpaid amount (insert amount in box below):

Voting Amount: \$ _____

Item 3. Vote on Plan.

The Holder of the Class 4 Claim against the Debtor set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan ☐ **REJECT** (vote AGAINST) the Plan

Item 4. Important information regarding the Third-Party Releases and option to “Opt Out” of Third-Party Releases.

You may make this optional opt out only if you did not make the Expedited Distribution election in Item 1 above.

Article IX of the Plan contains Release, Exculpation, and Injunction Provisions, and **Article IX.D** contains a **Third-Party Release**. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

ALL HOLDERS OF CLAIMS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE IX.D OF THE PLAN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTOR AND THE RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN, YOU MAY PRESERVE YOUR DIRECT CLAIMS AGAINST THE RELEASED PARTIES (IF ANY), BUT YOU WILL WAIVE ANY RIGHTS TO DISTRIBUTIONS FROM THE \$37 MILLION SETTLEMENT PAYMENT TO BE MADE UNDER THE PLAN.

Article IX.D of the Plan contains the following provision:

Except as otherwise expressly set forth in the Plan or the Confirmation Order, upon payment in full of the Settlement Payment as provided in Article IV.B.1, and in exchange for other good and valuable consideration, the adequacy of which is hereby confirmed, each of the Releasing Parties shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each and all of the Debtor, Post-Effective Date Debtor, and each Released Party, to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively (including any Causes of Action asserted or assertable on behalf of the Debtor, the Post-Effective Date Debtor, or the Estate, as applicable), matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with the Debtor (or any predecessor entity) or the Chapter 11 Case or affecting property of the Debtor’s Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Upon the payment in full of the Settlement Payment as provided in Article IV.B.1, each of the Released Parties shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Consenting Creditor to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with, the Debtor (or any predecessor entity) or the Chapter 11 Case or affecting property of the Debtor’s Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything contained herein to the contrary, the foregoing releases do not release (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, or (ii) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan.

Each of the Releasing Parties knowingly grants the Third Party Releases notwithstanding that each Releasing Party may hereafter discover facts in addition to, or different from, those which either such Releasing Party now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and each Releasing Party expressly waives any and all rights that such Releasing Party may have under any statute or common law principle which would limit the effect of the Third Party Release to those claims actually known or suspected to exist as of the Effective Date. In connection with their agreement to the foregoing Third Party Releases, the Releasing Parties knowingly and voluntarily waive and relinquish any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims, comparable or equivalent to California Civil Code § 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The Holder of the Class 4 Claim set forth in Item 2 elects to:

- ☐ **Opt Out** of the Third-Party Releases and any right to receive distributions from the Settlement Payment.

Item 5. Certifications.

By signing this Class 4 Ballot, the undersigned certifies that:

- (a) as of the Voting Record Date, the undersigned is either: (i) the Holder of the Class 4 Claims being voted; or (ii) an authorized signatory for an Entity that is a Holder of the Class 4 Claims being voted;
- (b) the undersigned (or in the case of an authorized signatory, the Holder) has received instructions to access a copy of the Plan and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) the undersigned has cast the same vote with respect to all Class 4 Claims in a single Class; and
- (d) no other Class 4 Ballots with respect to the amount of the Class 4 Claims identified in Item 1 have been cast or, if any other Class 4 Ballots have been cast with respect to such Class 4 Claims, then any such earlier Class 4 Ballots are hereby revoked.

Name of Holder:	
	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Telephone Number:	
Email:	

Date Completed: _____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

If by First Class Mail:	If by Hand Delivery or Overnight Mail:
Tehum Care Services, Inc. Ballot Processing Center c/o KCC 222 N Pacific Coast Highway, Suite 300 El Segundo, CA 90245	Tehum Care Services, Inc. c/o KCC 222 N Pacific Coast Highway, Suite 300 El Segundo, CA 90245

Alternatively, to submit your Ballot or Opt-Out Form via the Solicitation Agent's online balloting portal, visit www.kccllc.net/tehum. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

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

Unique E-Ballot ID#: _____

Unique E-Ballot PIN: _____

The Solicitation Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

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

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS CLASS 4 BALLOT ON OR BEFORE DECEMBER [●], 2023, YOUR VOTE TRANSMITTED BY THIS CLASS 4 BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE PROPONENTS.

Class 4 — Non-Personal Injury Claims

INSTRUCTIONS FOR COMPLETING THIS CLASS 4 BALLOT

1. The Debtor and the Committee (the “Proponents”) are soliciting the votes of Holders of Claims with respect to the Plan. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Disclosure Statement and Plan. **PLEASE READ THE DISCLOSURE STATEMENT AND PLAN CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot as instructed herein.
5. **Use of Online Ballot Portal (E-Ballot).** To ensure that your electronic Ballot is counted, please follow the instructions on the Debtor’s case administration website www.kcellc.net/tehum. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online balloting portal).**
6. Your Ballot (whether submitted by hard copy or through the online balloting portal) ***must*** be returned to the Solicitation Agent so as to be ***actually received*** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is December 10, 2023.**
7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Proponents. Additionally, **the following Ballots will not be counted:**
 - (a) any Ballot that partially rejects and partially accepts the Plan;
 - (b) Ballots sent to the Debtor, the Debtor’s agents (other than the Solicitation Agent), or the Debtor’s financial or legal advisors;
 - (c) Ballots sent to the Committee or the Committee’s financial or legal advisors;
 - (d) Ballots sent by facsimile or any electronic means other than via the online balloting portal;
 - (e) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - (f) any Class 4 Ballot cast by an Entity that does not hold a Claim in Class 4;
 - (g) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
 - (h) any unsigned Ballot;
 - (i) any non-original Ballot; and/or
 - (j) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
8. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent ***actually receives*** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
9. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.

10. You must vote all of your Claims within Class 4 either to accept or reject the Plan and may **not** split your vote. Further, if a Holder has multiple Claims within Class 4, the Proponents may, in their discretion, aggregate the Claims of any particular Holder with multiple Claims within Class 4 for the purpose of counting votes.
11. This Ballot does **not** constitute (a) a Proof of Claim or (b) an assertion or admission of a Claim.
12. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Proponents, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
13. If you hold Claims in more than one Class under the Plan, you may receive more than one ballot coded for each different Class. Each ballot votes **only** your Claim(s) indicated on that ballot, so please complete and return each ballot that you received.
14. **Expedited Distribution.** By electing the “Expedited Distribution” on this Ballot, you are affirmatively and irrevocably electing to receive a one-time Cash payment of \$5,000 from the Liquidation Trust paid sixty (60) days after the Effective Date of the Plan (upon Allowance) in full and final satisfaction of such Claim. If you check this election, you are deemed to vote to accept the Plan and to grant the Third-Party Releases, and the Solicitation Agent will count your Ballot as a vote to ACCEPT the Plan and disregard any selections in Item 4 of the Ballot.

PLEASE MAIL YOUR CLASS 4 BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: (866) 967-0491 (TOLL-FREE) OR (310) 751-2691 (INTERNATIONAL).

IF THE SOLICITATION AGENT DOES NOT <i>ACTUALLY RECEIVE</i> THIS BALLOT ON OR BEFORE THE VOTING DEADLINE OF DECEMBER [●], 2023, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE PROPONENTS.

Schedule 3C

Form of Class 5 Ballot

CLASS 5 BALLOT FOR HOLDERS OF PERSONAL INJURY CLAIMS

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

)
) Chapter 11
)
) Case No. 23-90086 (CML)
)
)
)

**BALLOT FOR ACCEPTING OR REJECTING THE DEBTOR AND
OFFICIAL COMMITTEE OF UNSECURED CREDITORS' JOINT CHAPTER 11 PLAN**

PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS CAREFULLY *BEFORE* COMPLETING THIS BALLOT.

ACCESS TO DISCLOSURE STATEMENT AND PLAN:

THE DISCLOSURE STATEMENT, PLAN, AND THE DISCLOSURE STATEMENT ORDER MAY BE ACCESSED, FREE OF CHARGE, AT WWW.KCCLLC.NET/TEHUM BY CLICKING ON THE "SOLICITATION MATERIALS" TAB ON THE HOME PAGE.

IF YOU WOULD PREFER PAPER COPIES OF, OR A FLASH DRIVE CONTAINING, THE DISCLOSURE STATEMENT, PLAN, AND THE DISCLOSURE STATEMENT ORDER, OR IF YOU NEED TO OBTAIN AN ADDITIONAL SOLICITATION PACKAGE, PLEASE CONTACT KURTZMAN CARSON CONSULTANTS LLC (THE "SOLICITATION AGENT") BY: (A) CALLING THE DEBTOR'S RESTRUCTURING HOTLINE AT (866) 967-0491 (TOLL-FREE) OR (310) 751-2691 (INTERNATIONAL); (B) VISITING THE DEBTOR'S RESTRUCTURING WEBSITE AT: WWW.KCCLLC.NET/TEHUM; AND/OR (C) WRITING TO THE SOLICITATION AGENT AT KURTZMAN CARSON CONSULTANTS LLC, RE: TEHUM CARE SERVICES, INC., 222 N PACIFIC COAST HIGHWAY, SUITE 300, EL SEGUNDO, CA 90245.

FOR YOUR VOTE TO BE COUNTED, THIS BALLOT MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE *ACTUALLY RECEIVED* BY THE SOLICITATION AGENT BY DECEMBER 10, 2023 (THE "VOTING DEADLINE") IN ACCORDANCE WITH THE FOLLOWING:

The above-captioned debtor in possession (the "Debtor") and the Official Committee of Unsecured Creditors (the "Committee") are soliciting votes with respect to the *Debtor and Official Committee of Unsecured Creditors' Joint Chapter 11 Plan* (as may be amended, supplemented, or modified from time to time, the "Plan").² The Bankruptcy Court for the Southern District of Texas (the "Bankruptcy Court") has conditionally approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on October 10, 2023 (the "Disclosure Statement Order"). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court.

¹ The last four digits of the Debtor's federal tax identification number is 8853. The Debtor's service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement or Plan, as applicable.

You are receiving this Class 5 ballot (the “Ballot”) because you are a Holder of a Claim in Class 5 as of October [●], 2023 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement and Plan, which was included in the package (the “Solicitation Package”) you are receiving with this Ballot (as well as the Disclosure Statement Order and certain other materials). This Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Ballot in error, or if you believe that you have received the wrong ballot, please contact the Solicitation Agent *immediately* at the address, telephone number, or website set forth above.

You should review the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 5, Personal Injury Claims. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Expedited Distribution

☐ I wish to **ACCEPT** a one-time \$5,000.00 cash payment in full and final satisfaction of my Claim.

If you check this box, you are affirmatively and irrevocably electing the Expedited Distribution, which entitles you to receive a one-time Cash payment of \$5,000 from the Personal Injury Trust, which will be paid sixty (60) days after the Effective Date of the Plan (absent objection by the Personal Injury Trustee) in full and final satisfaction of such Claim.

If you make this election you are deemed to vote to ACCEPT the Plan and to GRANT the Third-Party Releases described in Item 4 below. If you check the box in Item 1 above, the Solicitation Agent has been instructed to treat this Ballot as though you have checked the box to ACCEPT the Plan in Item 3 and disregard any selections in Item 4.

If you do NOT want to elect to receive a \$5,000.00 cash payment in full and final satisfaction of your Claim, do NOT check the box in Item 1 above. Skip Item 1 and follow the remaining instructions attached hereto.

Item 2. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Class 5 Claims in the following aggregate unpaid amount (insert amount in box below):

Voting Amount: \$ _____

Item 3. Vote on Plan.

The Holder of the Class 5 Claim against the Debtor set forth in Item 1 votes to (please check one):

☐ **ACCEPT** (vote FOR) the Plan ☐ **REJECT** (vote AGAINST) the Plan

Item 4. Important information regarding the Third-Party Releases and option to “Opt Out” of Third-Party Releases.

You may make this optional opt-out only if you did not make the Expedited Distribution election in Item 1 above.

Article IX of the Plan contains Release, Exculpation, and Injunction Provisions, and **Article IX.D** contains a **Third-Party Release**. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

ALL HOLDERS OF CLAIMS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE IX.D OF THE PLAN WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTOR AND THE RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN, YOU MAY PRESERVE YOUR DIRECT CLAIMS AGAINST THE RELEASED PARTIES (IF ANY), BUT YOU WILL WAIVE ANY RIGHTS TO DISTRIBUTIONS FROM THE \$37 MILLION SETTLEMENT PAYMENT TO BE MADE UNDER THE PLAN.

Article IX.D of the Plan contains the following provision:

Except as otherwise expressly set forth in the Plan or the Confirmation Order, upon payment in full of the Settlement Payment as provided in Article IV.B.1, and in exchange for other good and valuable consideration, the adequacy of which is hereby confirmed, each of the Releasing Parties shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each and all of the Debtor, Post-Effective Date Debtor, and each Released Party, to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively (including any Causes of Action asserted or assertable on behalf of the Debtor, the Post-Effective Date Debtor, or the Estate, as applicable), matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with the Debtor (or any predecessor entity) or the Chapter 11 Case or affecting property of the Debtor’s Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Upon the payment in full of the Settlement Payment as provided in Article IV.B.1, each of the Released Parties shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Consenting Creditor to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with, the Debtor (or any predecessor entity) or the Chapter 11 Case or affecting property of the Debtor’s Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything contained herein to the contrary, the foregoing releases do not release (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, or (ii) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan.

Each of the Releasing Parties knowingly grants the Third Party Releases notwithstanding that each Releasing Party may hereafter discover facts in addition to, or different from, those which either such Releasing Party now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and each Releasing Party expressly waives any and all rights that such Releasing Party may have under any statute or common law principle which would limit the effect of the Third Party Release to those claims actually known or suspected to exist as of the Effective Date. In connection with their agreement to the foregoing Third Party Releases, the Releasing Parties knowingly and voluntarily waive and relinquish any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims, comparable or equivalent to California Civil Code § 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

The Holder of the Class 5 Claim set forth in Item 2 elects to:

- ☐ **Opt Out** of the Third-Party Releases and any right to receive distributions from the Settlement Payment.

Item 5. Certifications.

By signing this Class 5 Ballot, the undersigned certifies that:

- (a) as of the Voting Record Date, the undersigned is either: (i) the Holder of the Class 5 Claims being voted; or (ii) an authorized signatory for an Entity that is a Holder of the Class 5 Claims being voted;
- (b) the undersigned (or in the case of an authorized signatory, the Holder) has received instructions to access a copy of the Plan and the Solicitation Package and acknowledges that this solicitation is made pursuant to the terms and conditions set forth therein; and
- (c) no other Class 5 Ballots with respect to the amount of the Class 5 Claims identified in Item 1 have been cast or, if any other Class 5 Ballots have been cast with respect to such Class 5 Claims, then any such earlier Class 5 Ballots are hereby revoked.

Name of Holder:	
	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

If by First Class Mail:	If by Hand Delivery or Overnight Mail:
Tehum Care Services, Inc. Ballot Processing Center c/o KCC 222 N Pacific Coast Highway, Suite 300 El Segundo, CA 90245	Tehum Care Services, Inc. c/o KCC 222 N Pacific Coast Highway, Suite 300 El Segundo, CA 90245

Alternatively, to submit your Ballot or Opt-Out Form via the Solicitation Agent's online balloting portal, visit www.kccllc.net/tehum. Click on the "Submit E-Ballot" section of the website and follow the instructions to submit your Ballot.

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

Unique E-Ballot ID#: _____

Unique E-Ballot PIN: _____

The Solicitation Agent's online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. Ballots submitted by facsimile, email or other means of electronic transmission will not be counted.

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

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS CLASS 5 BALLOT ON OR BEFORE DECEMBER [●], 2023, YOUR VOTE TRANSMITTED BY THIS CLASS 5 BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE PROPONENTS.

Class 5 — Personal Injury Claims

INSTRUCTIONS FOR COMPLETING THIS CLASS 5 BALLOT

1. The Debtor and the Committee (the “Proponents”) are soliciting the votes of Holders of Claims with respect to the Plan. Capitalized terms used in the Ballot or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Disclosure Statement and Plan. **PLEASE READ THE DISCLOSURE STATEMENT AND PLAN CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Ballot is counted, you ***must*** complete and submit this Ballot as instructed herein. **Ballots will not be accepted by electronic mail or facsimile.**
4. **Use of Hard Copy Ballot.** To ensure that your hard copy Ballot is counted, you must: (a) complete your Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Ballot; and (c) clearly sign and return your original Ballot as instructed herein.
5. **Use of Online Ballot Portal (E-Ballot).** To ensure that your electronic Ballot is counted, please follow the instructions on the Debtor’s case administration website www.kcellc.net/tehum. You will need to enter your unique E-Ballot identification number indicated above. The online balloting portal is the sole manner in which Ballots will be accepted via electronic or online transmission. **Ballots will not be accepted by facsimile or electronic means (other than the online balloting portal).**
6. Your Ballot (whether submitted by hard copy or through the online balloting portal) ***must*** be returned to the Solicitation Agent so as to be ***actually received*** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is December 10, 2023.**
7. If a Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Proponents. Additionally, **the following Ballots will not be counted:**
 - (a) any Ballot that partially rejects and partially accepts the Plan;
 - (b) Ballots sent to the Debtor, the Debtor’s agents (other than the Solicitation Agent), or the Debtor’s financial or legal advisors;
 - (c) Ballots sent to the Committee or the Committee’s financial or legal advisors;
 - (d) Ballots sent by facsimile or any electronic means other than via the online balloting portal;
 - (e) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - (f) any Class 5 Ballot cast by an Entity that does not hold a Claim in Class 5;
 - (g) any Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
 - (h) any unsigned Ballot;
 - (i) any non-original Ballot; and/or
 - (j) any Ballot not marked to accept or reject the Plan or any Ballot marked both to accept and reject the Plan.
8. The method of delivery of Ballots to the Solicitation Agent is at the election and risk of each Holder of a Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent ***actually receives*** the originally executed Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
9. If multiple Ballots are received from the same Holder of a Claim with respect to the same Claim prior to the Voting Deadline, the latest, timely received, and properly completed Ballot will supersede and revoke any earlier received Ballots.

10. You must vote all of your Claims within Class 5 either to accept or reject the Plan and may **not** split your vote. Further, if a Holder has multiple Claims within Class 5, the Proponents may, in their discretion, aggregate the Claims of any particular Holder with multiple Claims within Class 5 for the purpose of counting votes.
11. This Ballot does **not** constitute (a) a Proof of Claim or (b) an assertion or admission of a Claim.
12. **Please be sure to sign and date your Ballot.** If you are signing a Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Proponents, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot.
13. If you hold Claims in more than one Class under the Plan, you may receive more than one ballot coded for each different Class. Each ballot votes **only** your Claim(s) indicated on that ballot, so please complete and return each ballot that you received.
14. **Expedited Distribution.** By electing the “Expedited Distribution” on this Ballot, you are affirmatively and irrevocably electing to receive a one-time Cash payment of \$5,000 from the Personal Injury Trust paid sixty (60) days after the Effective Date of the Plan (upon Allowance) in full and final satisfaction of such Claim. If you check this election, you are deemed to vote to accept the Plan and grant the Third-Party Releases, and the Solicitation Agent will count your Ballot as a vote to ACCEPT the Plan, and disregard any selections in Item 4 of the Ballot.

PLEASE MAIL YOUR CLASS 5 BALLOT PROMPTLY

IF YOU HAVE ANY QUESTIONS REGARDING THIS BALLOT, THESE VOTING INSTRUCTIONS, OR THE PROCEDURES FOR VOTING, PLEASE CALL THE RESTRUCTURING HOTLINE AT: (866) 967-0491 (TOLL-FREE) OR (310) 751-2691 (INTERNATIONAL).

IF THE SOLICITATION AGENT DOES NOT <i>ACTUALLY RECEIVE</i> THIS BALLOT ON OR BEFORE THE VOTING DEADLINE OF DECEMBER [•], 2023, YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE PROPONENTS.

Schedule 4

Form of Non-Impaired Non-Voting Status Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

)
) Chapter 11
)
) Case No. 23-90086 (CML)
)
)
)
)

**NOTICE OF NON-VOTING STATUS TO HOLDERS OF
UNIMPAIRED CLAIMS DEEMED TO ACCEPT THE PLAN**

PLEASE TAKE NOTICE THAT on October [●], 2023, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”): (a) authorizing the above-captioned debtor and debtor in possession and its Official Committee of Unsecured Creditors, as joint Proponents, to solicit votes on the *Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (as may be amended, supplemented, or modified from time to time, the “Plan”); (b) conditionally approving the *Disclosure Statement Regarding Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to confirmation of the Plan and final approval of the Disclosure Statement.²

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan or final approval of the Disclosure Statement is **December [●], 2023** (the “Objection Deadline”). Any objection to the Plan or final approval of the Disclosure Statement *must*: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court so as to be *actually received* on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT the deadline for submitting Opt-Out Forms is **December [●], 2023**. Because of the nature and treatment of your Claim under the Plan, ***you are not entitled to vote on the Plan.*** Specifically, as a Holder of a Claim that is not Impaired and conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code, you are ***not*** entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan and final approval of the Disclosure Statement (the “Combined Hearing”) will commence on **January [●], 2024, at [●] [●].m.** prevailing Central Time, before the Honorable Christopher M. López in the United States Bankruptcy Court for the Southern District of Texas, located at Courtroom 401, 515 Rusk, Houston, TX 77002.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, Plan, or related documents, you should contact Kurtzman Carson Consultants LLC, the solicitation agent retained by the Debtor in this chapter 11 case (the “Solicitation Agent”), by: (a) calling the Debtor’s restructuring hotline at (866) 967-0491 (Toll-Free) or (310) 751-2691 (International); (b) visiting the Debtor’s restructuring website at: www.kccllc.net/tehum; and/or (c) writing to Kurtzman Carson Consultants LLC, Re: Tehum Care Services, Inc.,

¹ The last four digits of the Debtor’s federal tax identification number is 8853. The Debtor’s service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement or the Plan, as applicable.

Attn: Voting Department, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in this chapter 11 case for a fee via PACER at: <http://www.tx.uscourts.gov>.

Article IX of the Plan contains Release, Exculpation, and Injunction Provisions, and Article IX.D contains a Third-Party Release. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE IX.D OF THE PLAN USING THE ENCLOSED OPT-OUT FORM OR BY FILING AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN WITH THE COURT WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTOR AND THE RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or if you would like to obtain additional information, contact the Solicitation Agent.

Respectfully submitted this [●] day of October, 2023.

GRAY REED

By: /s/ Jason S. Brookner

Jason S. Brookner
Texas Bar No. 24033684
Aaron M. Kaufman
Texas Bar No. 24060067
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*Counsel to the Debtor
and Debtor in Possession*

-and-

STINSON

By: /s/ Nicholas Zluticky

Nicholas Zluticky
Zachary Hemenway
1201 Walnut, Suite 2900
Kansas City, MO 64106
Telephone: (816) 842-8600
Email: nicholas.zluticky@stinson.com
zachary.hemenway@stinson.com

Counsel to the Committee

Exhibit 1

Opt-Out Form

THIRD PARTY RELEASE OPT-OUT FORM

Holders of Claims and Interests in Unimpaired Non-Voting Classes

THIS OPT-OUT FORM IMPACTS YOUR LEGAL RIGHTS. PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM CAREFULLY **BEFORE** COMPLETING THIS OPT-OUT FORM.

UNLESS YOU CHECK THE BOX ON THIS OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.

THIS OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE NOTICE, CLAIMS, AND SOLICITATION AGENT PRIOR TO DECEMBER [●], 2023 (THE “VOTING DEADLINE”).

Item 1. Optional Third-Party Release Election. Item 1 is to be completed **only** if you are **opting out** of the Third-Party Release contained in Article IX.D of the Plan.

The Holder of Claims or Interests in an Unimpaired Non-Voting Class hereby elects to:

<input type="checkbox"/> OPT OUT OF THE THIRD-PARTY RELEASE.

IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE:

IF THE COURT CONFIRMS THE PLAN, YOU WILL BE BOUND BY THE TERMS OF THE PLAN, INCLUDING, WITHOUT LIMITATION, THE THIRD-PARTY RELEASE, UNLESS YOU CHECK THE BOX IN ITEM 1 ABOVE INDICATING YOUR DECISION TO OPT OUT OF THE THIRD-PARTY RELEASE AND RETURN THIS OPT-OUT FORM TO THE SOLICITATION AGENT SUCH THAT IT IS ACTUALLY RECEIVED PRIOR TO THE VOTING DEADLINE.

IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE AS SET FORTH HEREIN, AND THE COURT CONFIRMS THE PLAN, YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE.

Article IX.D of the Plan provides for the following Third-Party Release: ¹

Except as otherwise expressly set forth in the Plan or the Confirmation Order, upon payment in full of the Settlement Payment as provided in Article IV.B.1, and in exchange for other good and valuable

¹ Under the Plan, “*Released Parties*” means: collectively the following, in each case in its capacity as such with each being a “Released Party”: (a) the Debtor; (b) Russell Perry, the Debtor’s Chief Restructuring Officer; (c) the Committee and its members; (d) the Liquidation Trustee; (e) the Personal Injury Trustee; (f) the Settlement Parties; (g) M2 EquityCo LLC; (h) Valitas Intermediate Holdings Inc.; (i) Valitas Health Services, Inc.; (j) M2 Pharmacorr Equity Holdings LLC; (k) Pharmacorr/M2 LLC; (l) Pharmacorr Holdings LLC; (m) Endeavor Distribution LLC; (n) CHS Texas LLC; (o) Yes Care Holdings LLC; (p) Sigma RM, LLC; (q) DG Realty Management LLC; (r) Scaracor LLC; (s) Yitzchak Lefkowitz a/k/a Isaac Lefkowitz; (t) Sara Ann Tirschwell; (u) Ayodeji Olawale Ladele; (v) Beverly Michelle Rice; (w) Jeffrey Scott King; (x) Jennifer Lynnee Finger; (y) Frank Jeffrey Sholey; (z) for each Entity listed in (a) through (y), each of their respective current and former officers, directors, and managers; (aa) for each Entity listed in (b) through (y), each of their respective current and former employees and agents; and (bb) for each Entity

consideration, the adequacy of which is hereby confirmed, each of the Releasing Parties shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each and all of the Debtor, Post-Effective Date Debtor, and each Released Party, to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively (including any Causes of Action asserted or assertable on behalf of the Debtor, the Post-Effective Date Debtor, or the Estate, as applicable), matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with the Debtor (or any predecessor entity) or the Chapter 11 Case or affecting property of the Debtor's Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Upon the payment in full of the Settlement Payment as provided in Article IV.B.1, each of the Released Parties shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Consenting Creditor to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with, the Debtor (or any predecessor entity) or the Chapter 11 Case or affecting property of the Debtor's Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything contained herein to the contrary, the foregoing releases do not release (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, or (ii) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan.

Each of the Releasing Parties knowingly grants the Third Party Releases notwithstanding that each Releasing Party may hereafter discover facts in addition to, or different from, those which either such Releasing Party now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and each Releasing Party expressly waives any and all rights that such Releasing Party may have under any statute or common law principle which would limit the effect of the Third Party Release to those claims actually known or suspected to exist as of the Effective Date. In connection with their agreement to the foregoing Third Party Releases, the Releasing Parties knowingly and voluntarily waive and relinquish any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims, comparable or equivalent to California Civil Code § 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE IX.D OF THE

listed in (d) through (y), each of their respective attorneys and other professional advisors; provided, however, that James Gassenheimer, Charles Gassenheimer, James Hyman, and Michael Flacks shall not be a "Released Party."

Under the Plan, "*Releasing Parties*" means collectively the following, in each case in its capacity as such with each being a "Releasing Party": (a) the Debtor; (b) the Committee; (c) the Liquidation Trustee; (d) the Personal Injury Trustee; (e) the Settlement Parties; and (f) Consenting Creditors.

PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN.

Item 2. Certifications.

By signing this Opt-Out Form, the undersigned certifies that:

- (a) either: (i) the undersigned is the Holder of one or more Claims or Interests or (ii) the undersigned is an authorized signatory for an entity that is the Holder of the aforementioned Claims or Interests;
- (b) the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the *Notice of Non-Voting Status*, including instructions to access the Disclosure Statement and Plan, and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- (c) that no other Opt-Out Forms with respect to your Claims or Interests have been cast or, if any other Opt-Out Forms have been cast with respect to such Claims against, or Interests in, the Debtor, such Opt-Out Forms are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If Other Than Holder)
Title:	_____
Address:	_____

Date Completed:	_____

IF YOU ARE ELECTING TO OPT OUT OF THE THIRD-PARTY RELEASE, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO:

If by mail:

**Tehum Care Services, Inc. Ballot Processing Center
c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

If by hand delivery or overnight courier:

**Tehum Care Services, Inc. c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

Alternatively, to submit your Opt-Out Form via the Solicitation Agent's online portal, visit

www.kccllc.net/tehum

Any questions regarding submitting the Opt-Out Form may be directed to the Debtor's restructuring hotline at (866) 967-0491 (Toll-Free) or (310) 751-2691 (International)

If you submit your Opt-Out Form using the Solicitation Agent's online portal, you should NOT also submit a paper Ballot.

You may obtain access, free of charge, to the Disclosure Statement, Plan, and the Disclosure Statement Order in electronic format through the Debtor's restructuring website: www.kccllc.net/tehum. Any party that would prefer a flash drive or paper format of the Disclosure Statement, Plan, and the Disclosure Statement Order (without exhibits except the Solicitation and Voting Procedures) may contact Kurtzman Carson Consultants LLC (the "Solicitation Agent") using the aforementioned contact information.

IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM PRIOR TO THE VOTING DEADLINE OF DECEMBER [●], 2023, YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM

1. Capitalized terms used in the Opt-Out Form or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Disclosure Statement, Plan, or the Disclosure Statement Order, as applicable. Instructions to obtain access to the Disclosure Statement, Plan, or the Disclosure Statement Order are included in the Opt-Out Form.
2. To ensure that your election is effective, you *must* complete and submit this Opt-Out Form.
3. You will be deemed to consent to the Third-Party Release set forth in Article IX.D of the Plan unless you clearly indicate your decision to opt out of the Third-Party Release by checking the box provided in Item 1 of the Opt-Out Form. The Opt-Out Form must be (a) executed and completed in accordance with these instructions (and as explained in greater detail in the Disclosure Statement Order) and (b) returned to the Solicitation Agent such that it is **actually received** by the Solicitation Agent prior to the Voting Deadline.
4. If an Opt-Out Form is received after the Voting Deadline, it will not be effective. Additionally, the Opt-Out Form will not be effective if:
 - The Opt-Out Form is sent to the Debtor, the Committee, the Debtor's or the Committee's financial or legal advisors, or the Bankruptcy Court;
 - The Opt-Out Form is sent by facsimile, email, or any other electronic means (other than through the electronic portal maintained by the Solicitation Agent);
 - The Opt-Out Form is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest;
 - The Opt-Out Form is unsigned, or for any Opt-Out Form completed by hand, the Opt-Out Form lacks an original signature;
 - The Opt-Out Form purports to alter the terms of the Third-Party Release; and
 - The Opt-Out Form is submitted by any entity otherwise not entitled to opt out of the Third-Party Release pursuant to the Solicitation and Voting Procedures.
5. The method of delivery of Opt-Out Form to the Solicitation Agent is at the election and risk of each Holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent **actually receives** the executed Opt-Out Form. For Opt-Out Forms submitted by hand, instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders of Claims or Interests use an overnight or hand delivery service. In all cases, Holders of Claims or Interests should allow sufficient time to assure timely delivery. Opt-Out Forms will not be accepted by email, facsimile, or other electronic transmission (other than through the electronic portal maintained by the Solicitation Agent).
6. If you submit your Opt-Out Form using the Solicitation Agent's online portal, you should NOT also submit a paper Ballot.
7. The Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than, subject to the limitations set forth in the Opt-Out Form, to opt out of the Third-Party Release. Accordingly, at this time, Holders of Claims or Interests should not surrender certificates or instruments representing or evidencing their Claims or Interests, and neither the Proponents nor the Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with an Opt-Out Form.

8. This Opt-Out Form does not constitute (a) a proof of claim or (b) an assertion or admission of a Claim or Interest.
9. **Please be sure to sign and date your Opt-Out Form.** If you are signing an Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Proponents, or the Court, must submit proper evidence to the requesting party of your authority to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Opt-Out Form.
10. If you hold Claims or Interests in more than one Class under the Plan, you may receive more than one Opt-Out Form or Ballot with respect to the Plan for each different Class. Each Opt-Out Form or Ballot governs only your Claims or Interests indicated on that Opt-Out Form and/or Ballot, so please complete and return each Opt-Out Form or Ballot you received.
11. After the Voting Deadline, no Opt-Out Form may be withdrawn or modified without the prior written consent of the Debtor.

PLEASE SUBMIT YOUR OPT-OUT FORM PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT FORM, THESE OPT-OUT FORM INSTRUCTIONS, OR THE PROCEDURES FOR OPTING OUT OF THE THIRD-PARTY RELEASE, PLEASE CALL THE SOLICITATION AGENT AT THE CONTACT INFORMATION IN THE OPT-OUT FORM. PLEASE NOTE THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL OR FINANCIAL ADVICE.

<p>IF THE NOTICE, CLAIMS, AND SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM PRIOR TO THE VOTING DEADLINE OF DECEMBER [●], 2023, YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.</p>

Schedule 5

Form of Impaired Non-Voting Status Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

)
) Chapter 11
)
) Case No. 23-90086 (CML)
)
)
)
)

**NOTICE OF NON-VOTING STATUS TO HOLDERS OF
IMPAIRED CLAIMS AND INTERESTS DEEMED TO REJECT THE PLAN**

PLEASE TAKE NOTICE THAT on October [●], 2023, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”): (a) authorizing the above-captioned debtor and debtor in possession and its Official Committee of Unsecured Creditors, as joint Proponents, to solicit votes on the *Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (as may be amended, supplemented, or modified from time to time, the “Plan”); (b) conditionally approving the *Disclosure Statement Regarding Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to confirmation of the Plan and final approval of the Disclosure Statement.²

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan or final approval of the Disclosure Statement is **December [●], 2023** (the “Objection Deadline”). Any objection to the Plan or final approval of the Disclosure Statement ***must***: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court so as to be ***actually received*** on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT the deadline for submitting Opt-Out Forms is **December [●], 2023**. Because of the nature and treatment of your Claim or Interest under the Plan, ***you are not entitled to vote on the Plan***. Specifically, as a Holder of a Claim or Interest that is Impaired and conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code, you are ***not*** entitled to vote on the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan and final approval of the Disclosure Statement (the “Combined Hearing”) will commence on **January [●], 2024, at [●] [●].m.** prevailing Central Time, before the Honorable Christopher M. López in the United States Bankruptcy Court for the Southern District of Texas, located at Courtroom 401, 515 Rusk, Houston, TX 77002.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, Plan, or related documents, you should contact Kurtzman Carson Consultants LLC, the solicitation agent retained by the Debtor in this chapter 11 case (the “Solicitation Agent”), by: (a) calling the Debtor’s restructuring hotline at (866) 967-0491 (Toll-Free) or (310) 751-2691 (International); (b) visiting the Debtor’s restructuring website at: www.kccllc.net/tehum; and/or (c) writing to Kurtzman Carson Consultants LLC, Re: Tehum Care Services, Inc.,

¹ The last four digits of the Debtor’s federal tax identification number is 8853. The Debtor’s service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement or the Plan, as applicable.

Attn: Voting Department, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in this chapter 11 case for a fee via PACER at: <http://www.txs.uscourts.gov>.

Article IX of the Plan contains Release, Exculpation, and Injunction Provisions, and Article IX.D contains a Third-Party Release. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE IX.D OF THE PLAN USING THE ENCLOSED OPT-OUT FORM OR BY FILING AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN WITH THE COURT WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTOR AND THE RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or if you would like to obtain additional information, contact the Solicitation Agent.

Respectfully submitted this [●] day of October, 2023.

GRAY REED

By: /s/ Jason S. Brookner

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*Counsel to the Debtor
and Debtor in Possession*

-and-

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zachary.hemenway@stinson.com

Counsel to the Committee

Exhibit 1

Opt-Out Form

THIRD PARTY RELEASE OPT-OUT FORM

Holders of Claims and Interests in Impaired Non-Voting Classes

THIS OPT-OUT FORM IMPACTS YOUR LEGAL RIGHTS. PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM CAREFULLY **BEFORE** COMPLETING THIS OPT-OUT FORM.

UNLESS YOU CHECK THE BOX ON THIS OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.

THIS OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE NOTICE, CLAIMS, AND SOLICITATION AGENT PRIOR TO DECEMBER [●], 2023 (THE “VOTING DEADLINE”).

Item 1. Optional Third-Party Release Election. Item 1 is to be completed **only** if you are **opting out** of the Third-Party Release contained in Article IX.D of the Plan.

The Holder of Claims or Interests in an Unimpaired Non-Voting Class hereby elects to:

<input type="checkbox"/> OPT OUT OF THE THIRD-PARTY RELEASE.

IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE:

IF THE COURT CONFIRMS THE PLAN, YOU WILL BE BOUND BY THE TERMS OF THE PLAN, INCLUDING, WITHOUT LIMITATION, THE THIRD-PARTY RELEASE, UNLESS YOU CHECK THE BOX IN ITEM 1 ABOVE INDICATING YOUR DECISION TO OPT OUT OF THE THIRD-PARTY RELEASE AND RETURN THIS OPT-OUT FORM TO THE SOLICITATION AGENT SUCH THAT IT IS ACTUALLY RECEIVED PRIOR TO THE VOTING DEADLINE.

IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE AS SET FORTH HEREIN, AND THE COURT CONFIRMS THE PLAN, YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE.

Article IX.D of the Plan provides for the following Third-Party Release: ¹

Except as otherwise expressly set forth in the Plan or the Confirmation Order, upon payment in full of the Settlement Payment as provided in Article IV.B.1, and in exchange for other good and valuable

¹ Under the Plan, “*Released Parties*” means: collectively the following, in each case in its capacity as such with each being a “Released Party”: (a) the Debtor; (b) Russell Perry, the Debtor’s Chief Restructuring Officer; (c) the Committee and its members; (d) the Liquidation Trustee; (e) the Personal Injury Trustee; (f) the Settlement Parties; (g) M2 EquityCo LLC; (h) Valitas Intermediate Holdings Inc.; (i) Valitas Health Services, Inc.; (j) M2 Pharmacorr Equity Holdings LLC; (k) Pharmacorr/M2 LLC; (l) Pharmacorr Holdings LLC; (m) Endeavor Distribution LLC; (n) CHS Texas LLC; (o) Yes Care Holdings LLC; (p) Sigma RM, LLC; (q) DG Realty Management LLC; (r) Scaracor LLC; (s) Yitzchak Lefkowitz a/k/a Isaac Lefkowitz; (t) Sara Ann Tirschwell; (u) Ayodeji Olawale Ladele; (v) Beverly Michelle Rice; (w) Jeffrey Scott King; (x) Jennifer Lynnee Finger; (y) Frank Jeffrey Sholey; (z) for each Entity listed in (a) through (y), each of their respective current and former officers, directors, and managers; (aa) for each Entity listed in (b) through (y), each of their respective current and former employees and agents; and (bb) for each Entity

consideration, the adequacy of which is hereby confirmed, each of the Releasing Parties shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each and all of the Debtor, Post-Effective Date Debtor, and each Released Party, to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively (including any Causes of Action asserted or assertable on behalf of the Debtor, the Post-Effective Date Debtor, or the Estate, as applicable), matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with the Debtor (or any predecessor entity) or the Chapter 11 Case or affecting property of the Debtor's Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Upon the payment in full of the Settlement Payment as provided in Article IV.B.1, each of the Released Parties shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Consenting Creditor to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with, the Debtor (or any predecessor entity) or the Chapter 11 Case or affecting property of the Debtor's Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything contained herein to the contrary, the foregoing releases do not release (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, or (ii) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan.

Each of the Releasing Parties knowingly grants the Third Party Releases notwithstanding that each Releasing Party may hereafter discover facts in addition to, or different from, those which either such Releasing Party now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and each Releasing Party expressly waives any and all rights that such Releasing Party may have under any statute or common law principle which would limit the effect of the Third Party Release to those claims actually known or suspected to exist as of the Effective Date. In connection with their agreement to the foregoing Third Party Releases, the Releasing Parties knowingly and voluntarily waive and relinquish any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims, comparable or equivalent to California Civil Code § 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR." IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE IX.D OF THE

listed in (d) through (y), each of their respective attorneys and other professional advisors; provided, however, that James Gassenheimer, Charles Gassenheimer, James Hyman, and Michael Flacks shall not be a "Released Party."

Under the Plan, "*Releasing Parties*" means collectively the following, in each case in its capacity as such with each being a "Releasing Party": (a) the Debtor; (b) the Committee; (c) the Liquidation Trustee; (d) the Personal Injury Trustee; (e) the Settlement Parties; and (f) Consenting Creditors.

PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN.

Item 2. Certifications.

By signing this Opt-Out Form, the undersigned certifies that:

- (a) either: (i) the undersigned is the Holder of one or more Claims or Interests or (ii) the undersigned is an authorized signatory for an entity that is the Holder of the aforementioned Claims or Interests;
- (b) the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the *Notice of Non-Voting Status*, including instructions to access the Disclosure Statement and Plan, and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- (c) that no other Opt-Out Forms with respect to your Claims or Interests have been cast or, if any other Opt-Out Forms have been cast with respect to such Claims against, or Interests in, the Debtor, such Opt-Out Forms are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If Other Than Holder)
Title:	_____
Address:	_____

Date Completed:	_____

IF YOU ARE ELECTING TO OPT OUT OF THE THIRD-PARTY RELEASE, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO:

If by mail:

**Tehum Care Services, Inc. Ballot Processing Center
c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

If by hand delivery or overnight courier:

**Tehum Care Services, Inc. c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

Alternatively, to submit your Opt-Out Form via the Solicitation Agent's online portal, visit

www.kccllc.net/tehum

**Any questions regarding submitting the Opt-Out Form may be directed to the
Debtor's restructuring hotline at (866) 967-0491 (Toll-Free) or (310) 751-2691 (International)**

If you submit your Opt-Out Form using the Solicitation Agent's online portal, you should NOT also submit a paper Ballot.

You may obtain access, free of charge, to the Disclosure Statement, Plan, and the Disclosure Statement Order in electronic format through the Debtor's restructuring website: www.kccllc.net/tehum. Any party that would prefer a flash drive or paper format of the Disclosure Statement, Plan, and the Disclosure Statement Order (without exhibits except the Solicitation and Voting Procedures) may contact Kurtzman Carson Consultants LLC (the "Solicitation Agent") using the aforementioned contact information.

**IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM PRIOR
TO THE VOTING DEADLINE OF DECEMBER [●], 2023, YOUR ELECTION TRANSMITTED
HEREBY WILL NOT BE EFFECTIVE.**

INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM

1. Capitalized terms used in the Opt-Out Form or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Disclosure Statement, Plan, or the Disclosure Statement Order, as applicable. Instructions to obtain access to the Disclosure Statement, Plan, or the Disclosure Statement Order are included in the Opt-Out Form.
2. To ensure that your election is effective, you *must* complete and submit this Opt-Out Form.
3. You will be deemed to consent to the Third-Party Release set forth in Article IX.D of the Plan unless you clearly indicate your decision to opt out of the Third-Party Release by checking the box provided in Item 1 of the Opt-Out Form. The Opt-Out Form must be (a) executed and completed in accordance with these instructions (and as explained in greater detail in the Disclosure Statement Order) and (b) returned to the Solicitation Agent such that it is **actually received** by the Solicitation Agent prior to the Voting Deadline.
4. If an Opt-Out Form is received after the Voting Deadline, it will not be effective. Additionally, the Opt-Out Form will not be effective if:
 - The Opt-Out Form is sent to the Debtor, the Committee, the Debtor's or the Committee's financial or legal advisors, or the Bankruptcy Court;
 - The Opt-Out Form is sent by facsimile, email, or any other electronic means (other than through the electronic portal maintained by the Solicitation Agent);
 - The Opt-Out Form is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest;
 - The Opt-Out Form is unsigned, or for any Opt-Out Form completed by hand, the Opt-Out Form lacks an original signature;
 - The Opt-Out Form purports to alter the terms of the Third-Party Release; and
 - The Opt-Out Form is submitted by any entity otherwise not entitled to opt out of the Third-Party Release pursuant to the Solicitation and Voting Procedures.
5. The method of delivery of Opt-Out Form to the Solicitation Agent is at the election and risk of each Holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent **actually receives** the executed Opt-Out Form. For Opt-Out Forms submitted by hand, instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders of Claims or Interests use an overnight or hand delivery service. In all cases, Holders of Claims or Interests should allow sufficient time to assure timely delivery. Opt-Out Forms will not be accepted by email, facsimile, or other electronic transmission (other than through the electronic portal maintained by the Solicitation Agent).
6. If you submit your Opt-Out Form using the Solicitation Agent's online portal, you should NOT also submit a paper Ballot.
7. The Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than, subject to the limitations set forth in the Opt-Out Form, to opt out of the Third-Party Release. Accordingly, at this time, Holders of Claims or Interests should not surrender certificates or instruments representing or evidencing their Claims or Interests, and neither the Proponents nor the Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with an Opt-Out Form.

8. This Opt-Out Form does not constitute (a) a proof of claim or (b) an assertion or admission of a Claim or Interest.
9. **Please be sure to sign and date your Opt-Out Form.** If you are signing an Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Proponents, or the Court, must submit proper evidence to the requesting party of your authority to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Opt-Out Form.
10. If you hold Claims or Interests in more than one Class under the Plan, you may receive more than one Opt-Out Form or Ballot with respect to the Plan for each different Class. Each Opt-Out Form or Ballot governs only your Claims or Interests indicated on that Opt-Out Form and/or Ballot, so please complete and return each Opt-Out Form or Ballot you received.
11. After the Voting Deadline, no Opt-Out Form may be withdrawn or modified without the prior written consent of the Debtor.

PLEASE SUBMIT YOUR OPT-OUT FORM PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT FORM, THESE OPT-OUT FORM INSTRUCTIONS, OR THE PROCEDURES FOR OPTING OUT OF THE THIRD-PARTY RELEASE, PLEASE CALL THE SOLICITATION AGENT AT THE CONTACT INFORMATION IN THE OPT-OUT FORM. PLEASE NOTE THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL OR FINANCIAL ADVICE.

IF THE NOTICE, CLAIMS, AND SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM PRIOR TO THE VOTING DEADLINE OF DECEMBER [●], 2023, YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

Schedule 6

Form of Notice to Disputed Claim Holders

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

)
) Chapter 11
)
) Case No. 23-90086 (CML)
)
)
)
)

NOTICE OF NON-VOTING STATUS WITH RESPECT TO DISPUTED CLAIMS

PLEASE TAKE NOTICE THAT on October [●], 2023, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”): (a) authorizing the above-captioned debtor and debtor in possession and its Official Committee of Unsecured Creditors, as joint Proponents, to solicit votes on the *Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (as may be amended, supplemented, or modified from time to time, the “Plan”); (b) conditionally approving the *Disclosure Statement Regarding Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to confirmation of the Plan and final approval of the Disclosure Statement.²

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan or final approval of the Disclosure Statement is **December [●], 2023** (the “Objection Deadline”). Any objection to the Plan or final approval of the Disclosure Statement **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court so as to be **actually received** on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT the deadline for submitting Ballots for or against the Plan and Opt-Out Forms is **December [●], 2023** (the “Voting Deadline”). Because your claim is a Disputed Claim, ***you are not presently entitled to vote on the Plan***. Holders of Disputed Claims are ***not*** entitled to vote on the Plan, unless one of the following “Resolution Events” occurs at least two (2) days before the Voting Deadline:

- i. Entry of an order of the Court allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;
- ii. Entry an order of the Court temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
- iii. Execution of a stipulation or other agreement between the Holder of such Claim and the Debtor resolving the objection and allowing such Claim in an agreed upon amount;
- iv. Execution of a stipulation or other agreement between the Holder of such Claim and the Debtor temporarily allowing the Holder to vote its Claim in an agreed upon amount; or

¹ The last four digits of the Debtor’s federal tax identification number is 8853. The Debtor’s service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement or the Plan, as applicable.

v. The pending Claim objection is voluntarily withdrawn by the objecting party.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan and final approval of the Disclosure Statement (the “Combined Hearing”) will commence on **January [●], 2024, at [●] [●].m.]** prevailing Central Time, before the Honorable Christopher M. López in the United States Bankruptcy Court for the Southern District of Texas, located at Courtroom 401, 515 Rusk, Houston, TX 77002.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, Plan, or related documents, you should contact Kurtzman Carson Consultants LLC, the solicitation agent retained by the Debtor in this chapter 11 case (the “Solicitation Agent”), by: (a) calling the Debtor’s restructuring hotline at (866) 967-0491 (Toll-Free) or (310) 751-2691 (International); (b) visiting the Debtor’s restructuring website at: www.kccllc.net/tehum; and/or (c) writing to Kurtzman Carson Consultants LLC, Re: Tehum Care Services, Inc., Attn: Voting Department, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in this chapter 11 case for a fee via PACER at: <http://www.txs.uscourts.gov>.

Article IX of the Plan contains Release, Exculpation, and Injunction Provisions, and Article IX.D contains a Third-Party Release. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

ALL HOLDERS OF CLAIMS OR INTERESTS THAT DO NOT ELECT TO OPT OUT OF THE PROVISIONS CONTAINED IN ARTICLE IX.D OF THE PLAN USING THE ENCLOSED OPT-OUT FORM OR BY FILING AN OBJECTION TO THE RELEASES CONTAINED IN THE PLAN WITH THE COURT WILL BE DEEMED TO HAVE EXPRESSLY, UNCONDITIONALLY, GENERALLY, INDIVIDUALLY, AND COLLECTIVELY CONSENTED TO THE RELEASE AND DISCHARGE OF ALL CLAIMS AND CAUSES OF ACTION AGAINST THE DEBTOR AND THE RELEASED PARTIES. BY ELECTING TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or if you would like to obtain additional information, contact the Solicitation Agent.

Respectfully submitted this [●] day of October, 2023.

GRAY REED

By: /s/ Jason S. Brookner

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*Counsel to the Debtor
and Debtor in Possession*

-and-

STINSON

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Counsel to the Committee

Exhibit 1

Opt-Out Form

THIRD PARTY RELEASE OPT-OUT FORM

Holders of Disputed Claims

THIS OPT-OUT FORM IMPACTS YOUR LEGAL RIGHTS. PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM CAREFULLY **BEFORE** COMPLETING THIS OPT-OUT FORM.

UNLESS YOU CHECK THE BOX ON THIS OPT-OUT FORM BELOW AND FOLLOW ALL INSTRUCTIONS, YOU WILL BE HELD TO FOREVER RELEASE THE RELEASED PARTIES IN ACCORDANCE WITH THE PLAN.

THIS OPT-OUT FORM MUST BE COMPLETED, EXECUTED, AND RETURNED SO THAT IT IS ACTUALLY RECEIVED BY THE NOTICE, CLAIMS, AND SOLICITATION AGENT PRIOR TO DECEMBER [●], 2023 (THE “VOTING DEADLINE”).

Item 1. Optional Third-Party Release Election. Item 1 is to be completed **only** if you are **opting out** of the Third-Party Release contained in Article IX.D of the Plan.

The Holder of Claims or Interests in an Unimpaired Non-Voting Class hereby elects to:

<input type="checkbox"/> OPT OUT OF THE THIRD-PARTY RELEASE.

IMPORTANT INFORMATION REGARDING THE THIRD-PARTY RELEASE:

IF THE COURT CONFIRMS THE PLAN, YOU WILL BE BOUND BY THE TERMS OF THE PLAN, INCLUDING, WITHOUT LIMITATION, THE THIRD-PARTY RELEASE, UNLESS YOU CHECK THE BOX IN ITEM 1 ABOVE INDICATING YOUR DECISION TO OPT OUT OF THE THIRD-PARTY RELEASE AND RETURN THIS OPT-OUT FORM TO THE SOLICITATION AGENT SUCH THAT IT IS ACTUALLY RECEIVED PRIOR TO THE VOTING DEADLINE.

IF YOU DO NOT OPT OUT OF THE THIRD-PARTY RELEASE AS SET FORTH HEREIN, AND THE COURT CONFIRMS THE PLAN, YOU WILL BE BOUND BY THE THIRD-PARTY RELEASE.

Article IX.D of the Plan provides for the following Third-Party Release: ¹

Except as otherwise expressly set forth in the Plan or the Confirmation Order, upon payment in full of the Settlement Payment as provided in Article IV.B.1, and in exchange for other good and valuable

¹ Under the Plan, “*Released Parties*” means: collectively the following, in each case in its capacity as such with each being a “Released Party”: (a) the Debtor; (b) Russell Perry, the Debtor’s Chief Restructuring Officer; (c) the Committee and its members; (d) the Liquidation Trustee; (e) the Personal Injury Trustee; (f) the Settlement Parties; (g) M2 EquityCo LLC; (h) Valitas Intermediate Holdings Inc.; (i) Valitas Health Services, Inc.; (j) M2 Pharmacorr Equity Holdings LLC; (k) Pharmacorr/M2 LLC; (l) Pharmacorr Holdings LLC; (m) Endeavor Distribution LLC; (n) CHS Texas LLC; (o) Yes Care Holdings LLC; (p) Sigma RM, LLC; (q) DG Realty Management LLC; (r) Scaracor LLC; (s) Yitzchak Lefkowitz a/k/a Isaac Lefkowitz; (t) Sara Ann Tirschwell; (u) Ayodeji Olawale Ladele; (v) Beverly Michelle Rice; (w) Jeffrey Scott King; (x) Jennifer Lynnee Finger; (y) Frank Jeffrey Sholey; (z) for each Entity listed in (a) through (y), each of their respective current and former officers, directors, and managers; (aa) for each Entity listed in (b) through (y), each of their respective current and former employees and agents; and (bb) for each Entity

consideration, the adequacy of which is hereby confirmed, each of the Releasing Parties shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each and all of the Debtor, Post-Effective Date Debtor, and each Released Party, to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively (including any Causes of Action asserted or assertable on behalf of the Debtor, the Post-Effective Date Debtor, or the Estate, as applicable), matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with the Debtor (or any predecessor entity) or the Chapter 11 Case or affecting property of the Debtor's Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Upon the payment in full of the Settlement Payment as provided in Article IV.B.1, each of the Released Parties shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Consenting Creditor to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with, the Debtor (or any predecessor entity) or the Chapter 11 Case or affecting property of the Debtor's Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything contained herein to the contrary, the foregoing releases do not release (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, or (ii) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan.

Each of the Releasing Parties knowingly grants the Third Party Releases notwithstanding that each Releasing Party may hereafter discover facts in addition to, or different from, those which either such Releasing Party now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and each Releasing Party expressly waives any and all rights that such Releasing Party may have under any statute or common law principle which would limit the effect of the Third Party Release to those claims actually known or suspected to exist as of the Effective Date. In connection with their agreement to the foregoing Third Party Releases, the Releasing Parties knowingly and voluntarily waive and relinquish any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims, comparable or equivalent to California Civil Code § 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH

listed in (d) through (y), each of their respective attorneys and other professional advisors; provided, however, that James Gassenheimer, Charles Gassenheimer, James Hyman, and Michael Flacks shall not be a "Released Party."

Under the Plan, "*Releasing Parties*" means collectively the following, in each case in its capacity as such with each being a "Releasing Party": (a) the Debtor; (b) the Committee; (c) the Liquidation Trustee; (d) the Personal Injury Trustee; (e) the Settlement Parties; and (f) Consenting Creditors.

IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

IF YOU ELECT TO OPT OUT OF THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN, YOU WILL FOREGO THE BENEFIT OF OBTAINING THE RELEASES SET FORTH IN ARTICLE IX.D OF THE PLAN.

Item 2. Certifications.

By signing this Opt-Out Form, the undersigned certifies that:

- (a) either: (i) the undersigned is the Holder of one or more Claims or Interests or (ii) the undersigned is an authorized signatory for an entity that is the Holder of the aforementioned Claims or Interests;
- (b) the undersigned (or in the case of an authorized signatory, the Holder) has received a copy of the *Notice of Non-Voting Status*, including instructions to access the Disclosure Statement and Plan, and that this Opt-Out Form is made pursuant to the terms and conditions set forth therein;
- (c) that no other Opt-Out Forms with respect to your Claims or Interests have been cast or, if any other Opt-Out Forms have been cast with respect to such Claims against, or Interests in, the Debtor, such Opt-Out Forms are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If Other Than Holder)
Title:	_____
Address:	_____

Date Completed:	_____

IF YOU ARE ELECTING TO OPT OUT OF THE THIRD-PARTY RELEASE, PLEASE COMPLETE, SIGN, AND DATE THIS OPT-OUT FORM AND RETURN IT PROMPTLY IN THE ENVELOPE PROVIDED TO:

If by mail:

**Tehum Care Services, Inc. Ballot Processing Center
c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

If by hand delivery or overnight courier:

**Tehum Care Services, Inc. c/o KCC
222 N Pacific Coast Highway, Suite 300
El Segundo, CA 90245**

Alternatively, to submit your Opt-Out Form via the Solicitation Agent's online portal, visit

www.kccllc.net/tehum

Any questions regarding submitting the Opt-Out Form may be directed to the Debtor's restructuring hotline at (866) 967-0491 (Toll-Free) or (310) 751-2691 (International)

If you submit your Opt-Out Form using the Solicitation Agent's online portal, you should NOT also submit a paper Ballot.

You may obtain access, free of charge, to the Disclosure Statement, Plan, and the Disclosure Statement Order in electronic format through the Debtor's restructuring website: www.kccllc.net/tehum. Any party that would prefer a flash drive or paper format of the Disclosure Statement, Plan, and the Disclosure Statement Order (without exhibits except the Solicitation and Voting Procedures) may contact Kurtzman Carson Consultants LLC (the "Solicitation Agent") using the aforementioned contact information.

IF THE SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM PRIOR TO THE VOTING DEADLINE OF DECEMBER [●], 2023, YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

INSTRUCTIONS FOR COMPLETING THIS OPT-OUT FORM

1. Capitalized terms used in the Opt-Out Form or in these instructions but not otherwise defined therein or herein shall have the meaning set forth in the Disclosure Statement, Plan, or the Disclosure Statement Order, as applicable. Instructions to obtain access to the Disclosure Statement, Plan, or the Disclosure Statement Order are included in the Opt-Out Form.
2. To ensure that your election is effective, you *must* complete and submit this Opt-Out Form.
3. You will be deemed to consent to the Third-Party Release set forth in Article IX.D of the Plan unless you clearly indicate your decision to opt out of the Third-Party Release by checking the box provided in Item 1 of the Opt-Out Form. The Opt-Out Form must be (a) executed and completed in accordance with these instructions (and as explained in greater detail in the Disclosure Statement Order) and (b) returned to the Solicitation Agent such that it is **actually received** by the Solicitation Agent prior to the Voting Deadline.
4. If an Opt-Out Form is received after the Voting Deadline, it will not be effective. Additionally, the Opt-Out Form will not be effective if:
 - The Opt-Out Form is sent to the Debtor, the Committee, the Debtor's or the Committee's financial or legal advisors, or the Bankruptcy Court;
 - The Opt-Out Form is sent by facsimile, email, or any other electronic means (other than through the electronic portal maintained by the Solicitation Agent);
 - The Opt-Out Form is illegible or contains insufficient information to permit the identification of the Holder of the Claim or Interest;
 - The Opt-Out Form is unsigned, or for any Opt-Out Form completed by hand, the Opt-Out Form lacks an original signature;
 - The Opt-Out Form purports to alter the terms of the Third-Party Release; and
 - The Opt-Out Form is submitted by any entity otherwise not entitled to opt out of the Third-Party Release pursuant to the Solicitation and Voting Procedures.
5. The method of delivery of Opt-Out Form to the Solicitation Agent is at the election and risk of each Holder of a Claim or Interest. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent **actually receives** the executed Opt-Out Form. For Opt-Out Forms submitted by hand, instead of effecting delivery by first-class mail, it is recommended, though not required, that Holders of Claims or Interests use an overnight or hand delivery service. In all cases, Holders of Claims or Interests should allow sufficient time to assure timely delivery. Opt-Out Forms will not be accepted by email, facsimile, or other electronic transmission (other than through the electronic portal maintained by the Solicitation Agent).
6. If you submit your Opt-Out Form using the Solicitation Agent's online portal, you should NOT also submit a paper Ballot.
7. The Opt-Out Form is not a letter of transmittal and may not be used for any purpose other than, subject to the limitations set forth in the Opt-Out Form, to opt out of the Third-Party Release. Accordingly, at this time, Holders of Claims or Interests should not surrender certificates or instruments representing or evidencing their Claims or Interests, and neither the Proponents nor the Solicitation Agent will accept delivery of any such certificates or instruments surrendered together with an Opt-Out Form.

8. This Opt-Out Form does not constitute (a) a proof of claim or (b) an assertion or admission of a Claim or Interest.
9. **Please be sure to sign and date your Opt-Out Form.** If you are signing an Opt-Out Form in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Proponents, or the Court, must submit proper evidence to the requesting party of your authority to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Opt-Out Form.
10. If you hold Claims or Interests in more than one Class under the Plan, you may receive more than one Opt-Out Form or Ballot with respect to the Plan for each different Class. Each Opt-Out Form or Ballot governs only your Claims or Interests indicated on that Opt-Out Form and/or Ballot, so please complete and return each Opt-Out Form or Ballot you received.
11. After the Voting Deadline, no Opt-Out Form may be withdrawn or modified without the prior written consent of the Debtor.

PLEASE SUBMIT YOUR OPT-OUT FORM PROMPTLY.

IF YOU HAVE ANY QUESTIONS REGARDING THIS OPT-OUT FORM, THESE OPT-OUT FORM INSTRUCTIONS, OR THE PROCEDURES FOR OPTING OUT OF THE THIRD-PARTY RELEASE, PLEASE CALL THE SOLICITATION AGENT AT THE CONTACT INFORMATION IN THE OPT-OUT FORM. PLEASE NOTE THAT THE SOLICITATION AGENT IS NOT AUTHORIZED TO PROVIDE, AND WILL NOT PROVIDE, LEGAL OR FINANCIAL ADVICE.

IF THE NOTICE, CLAIMS, AND SOLICITATION AGENT DOES NOT ACTUALLY RECEIVE THIS OPT-OUT FORM PRIOR TO THE VOTING DEADLINE OF DECEMBER [●], 2023, YOUR ELECTION TRANSMITTED HEREBY WILL NOT BE EFFECTIVE.

Schedule 7

Form of Cover Letter

[LETTERHEAD]

[____], 2023

Via First Class Mail

**RE: Tehum Care Services, Inc., formerly known as Corizon Health Services, Inc,
Chapter 11 Case No. 23-90086 (Bankr. S.D. Tex.) (CML)**

TO ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN:

On February 13, 2023, Tehum Care Services, Inc. (the “Debtor”) filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Texas (the “Court”). After several months of negotiations and investigations, the Debtor has reached an agreement with key parties in case to exit bankruptcy.

Enclosed with this letter is a package relating to the *Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (the “Plan”).

You are receiving this letter and the enclosed package because you are entitled to vote on the Plan as a creditor in this case. The Official Committee of Unsecured Creditors is a group of seven creditors, including both personal injury claimants and trade claimants.

Like you and many other creditors, the seven members of the Committee have a financial stake in maximizing recoveries from the Debtor. In fact, the Committee members, combined, are owed approximately \$125 million.

During the course of the bankruptcy case, the Committee investigated the Debtor’s financial affairs, including transfers made to Geneva, M2 LoanCo, Perigrove and several other related parties. After a three-day mediation, the Committee negotiated a favorable settlement that is a key component of the Plan. Under the settlement and Plan, the settling parties will release their claims against the Debtor and pay \$37 million into the bankruptcy estate to be distributed under the terms of the Plan.

The Committee has approved the filing of the Plan and the solicitation of votes to accept the Plan. We believe that the acceptance of the Plan is in the best interests of creditors and all other parties in interest.

The Committee strongly urges you to vote to accept the Plan by properly and timely submitting your Ballot in accordance with the instructions set forth therein.

The Committee also strongly urges you to carefully consider the Ballot options and contact an attorney if you have any questions. The Ballot options, including the “opt out” election, may impact your ability to receive distributions. The Committee members do not intend to “opt out” of the releases under the Plan.

The Voting Deadline is December [•], 2023.

The materials in the Solicitation Package are intended to be self-explanatory. Should you have any questions, however, please feel free to contact Kurtzman Carson Consultants LLC, the solicitation agent retained by the Debtor in this Chapter 11 case (the “Solicitation Agent”), by: (a) calling the Debtor’s

restructuring hotline at (866) 967-0491 (Toll-Free) or (310) 751-2691 (International); (b) visiting the Debtor's restructuring website at: www.kccllc.net/tehum; and/or (c) writing to Kurtzman Carson Consultants LLC, Re: Tehum Care Services, Inc., Attn: Voting Department, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in this chapter 11 case for a fee via PACER at: <http://www.txs.uscourts.gov>. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, the solicitation materials, but may **not** advise you as to whether you should vote to accept or reject the Plan.

Sincerely,

Nick Zluticky,
Counsel for the Official Committee of Unsecured
Creditors

Schedule 8

Combined Hearing Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

)
) Chapter 11
)
) Case No. 23-90086 (CML)
)
)
)
)

**NOTICE OF COMBINED HEARING TO CONSIDER (I) FINAL APPROVAL OF
DISCLOSURE STATEMENT AND (II) CONFIRMATION OF THE DEBTOR AND
OFFICIAL COMMITTEE OF UNSECURED CREDITORS' JOINT CHAPTER 11 PLAN**

PLEASE TAKE NOTICE THAT on October [●], 2023, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”): (a) authorizing the above-captioned debtor and debtor in possession and its Official Committee of Unsecured Creditors, as joint Proponents, to solicit votes on the *Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (as may be amended, supplemented, or modified from time to time, the “Plan”); (b) conditionally approving the *Disclosure Statement Regarding Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to confirmation of the Plan and final approval of the Disclosure Statement.²

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan and final approval of the Disclosure Statement (the “Combined Hearing”) will commence on **January [●], 2024, at [●] [●].m.** prevailing Central Time, before the Honorable Christopher M. López in the United States Bankruptcy Court for the Southern District of Texas, located at Courtroom 401, 515 Rusk, Houston, TX 77002.

Please be advised: the Combined Hearing may be continued from time to time by the Court or the Proponents without further notice other than by such adjournment being announced in open court or by a Notice of Adjournment filed with the Court and served on all parties entitled to notice.

¹ The last four digits of the Debtor’s federal tax identification number is 8853. The Debtor’s service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement or the Plan, as applicable.

IMPORTANT INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The voting record date is **October [●], 2023** (the “Voting Record Date”), which is the date for determining which Holders of Claims in Classes 3, 4 and 5 are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is **December [●], 2023** (the “Voting Deadline”). If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you **must**: (a) follow the instructions carefully; (b) complete **all** of the required information on the Ballot; and (c) execute and return your completed Ballot according to, and as set forth in detail in, the voting instructions so that it is **actually received** by Kurtzman Carson Consultants LLC, the solicitation agent retained by the Debtor in this chapter 11 case (the “Solicitation Agent”), on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

Binding Nature of the Plan:

If confirmed, the Plan will bind all Holders of Claims or Interests to the maximum extent permitted by applicable law, whether or not such Holder will receive or retain any property or interest in property under the Plan, has filed a Proof of Claim in this Chapter 11 Case, or failed to vote to accept or reject the Plan or voted to reject the Plan.

Objection Deadline. The deadline for filing objections to the Plan and final approval of the Disclosure Statement is **December [●], 2023** (the “Objection Deadline”). All objections to the relief sought at the Combined Hearing **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules, and any orders of the Court; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; **and** (d) be filed with the Court so as to be **actually received** on or before the Objection Deadline.

Opt-Out Deadline. The deadline for electing to opt out of the Third-Party Release in the Plan is **December [●], 2023** (the “Opt-Out Deadline”). If you received a Non-Voting Status Notice, including an Opt-Out Form and intend to opt out of the Third-Party Release you **must**: (a) follow the instructions carefully; (b) complete **all** of the required information on the Opt-Out Form; and (c) execute and return your completed Opt-Out Form according to, and as set forth in detail in, the instructions so that it is **actually received** by the Solicitation Agent, on or before the Opt-Out Deadline. **A failure to follow such instructions may cause your election to not be effective.**

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. The materials in the Solicitation Package are intended to be self-explanatory. Should you have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials), please feel free to contact the Solicitation Agent by: (a) calling the Debtor’s restructuring hotline at (866) 967-0491 (Toll-Free) or (310) 751-2691 (International); (b) visiting the Debtor’s restructuring website at:

www.kccllc.net/tehum; and/or (c) writing to Kurtzman Carson Consultants LLC, Re: Tehum Care Services, Inc., Attn: Voting Department, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in this chapter 11 case for a fee via PACER at: <http://www.txs.uscourts.gov>. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to whether you should vote to accept or reject the Plan.

The Plan Supplement. The Proponents will file the Plan Supplement on or before seven (7) days prior to the Objection Deadline, and will serve notice on all Holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Proponents filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

RELEASE, EXCULPATION AND INJUNCTION PROVISIONS

Article IX of the Plan contains Release, Exculpation, and Injunction provisions, and Article IX.D contains a Third-Party Release. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

Under the Plan, “*Released Parties*” means collectively the following, in each case in its capacity as such with each being a “Released Party”: (a) the Debtor; (b) Russell Perry, the Debtor’s Chief Restructuring Officer; (c) the Committee and its members; (d) the Liquidation Trustee; (e) the Personal Injury Trustee; (f) the Settlement Parties; (g) M2 EquityCo LLC; (h) Valitás Intermediate Holdings Inc.; (i) Valitás Health Services, Inc.; (j) M2 Pharmacorr Equity Holdings LLC; (k) Pharmacorr/M2 LLC; (l) Pharmacorr Holdings LLC; (m) Endeavor Distribution LLC; (n) CHS Texas LLC; (o) Yes Care Holdings LLC; (p) Sigma RM, LLC; (q) DG Realty Management LLC; (r) Scaracor LLC; (s) Yitzchak Lefkowitz a/k/a Isaac Lefkowitz; (t) Sara Ann Tirschwell; (u) Ayodeji Olawale Ladele; (v) Beverly Michelle Rice; (w) Jeffrey Scott King; (x) Jennifer Lynnee Finger; (y) Frank Jeffrey Sholey; (z) for each Entity listed in (a) through (y), each of their respective current and former officers, directors, and managers; (aa) for each Entity listed in (b) through (y), each of their respective current and former employees and agents; and (bb) for each Entity listed in (d) through (y), each of their respective attorneys and other professional advisors; provided, however, that James Gassenheimer, Charles Gassenheimer, James Hyman, and Michael Flacks shall not be a “Released Party.”

Under the Plan, “*Releasing Parties*” means collectively the following, in each case in its capacity as such with each being a “Releasing Party”: (a) the Debtor; (b) the Committee; (c) the Liquidation Trustee; (d) the Personal Injury Trustee; (e) the Settlement Parties; and (f) Consenting Creditors.

Article IX.C. of the Plan provides for a Debtor Release:

Pursuant to section 1123(b) of the Bankruptcy Code, upon payment in full of the Settlement Payment as provided in Article IV.B.1, and in exchange for other good and valuable consideration, the adequacy of which is hereby confirmed, the Debtor, its Estate,

and the Post-Effective Date Debtor shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each and all of the Released Parties from any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise that the Debtor, the Post-Effective Date Debtor, or the Estate has, have or may have against the Released Parties.

Article IX.D. of the Plan provides for a Third-Party Release:

Except as otherwise expressly set forth in the Plan or the Confirmation Order, upon payment in full of the Settlement Payment as provided in Article IV.B.1, and in exchange for other good and valuable consideration, the adequacy of which is hereby confirmed, each of the Releasing Parties shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each and all of the Debtor, Post-Effective Date Debtor, and each Released Party, to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively (including any Causes of Action asserted or assertable on behalf of the Debtor, the Post-Effective Date Debtor, or the Estate, as applicable), matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with the Debtor (or any predecessor entity) or the Chapter 11 Case or affecting property of the Debtor's Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Upon the payment in full of the Settlement Payment as provided in Article IV.B.1, each of the Released Parties shall be deemed to have expressly, conclusively, absolutely, unconditionally, irrevocably, and forever released and discharged each Consenting Creditor to the fullest extent permissible under applicable law, from any and all any and all claims, causes of action, interests, damages, remedies, demands, rights, actions (including Avoidance Actions), suits, debts, sums of money, obligations, judgments, liabilities, accounts, defenses, offsets, counterclaims, crossclaims, powers, privileges, licenses, liens, indemnities, guaranties, and franchises of any kind or character whatsoever, whether known or unknown, foreseen or unforeseen, now existing or hereafter arising, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, secured or unsecured, assertable, directly or derivatively, matured or unmatured, suspected or unsuspected, in contract, tort, law, equity, or otherwise, arising from, relating to, or connected with, the Debtor (or any predecessor

entity) or the Chapter 11 Case or affecting property of the Debtor's Estate, the Plan or the administration and implementation of the Plan, or based upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date.

Notwithstanding anything contained herein to the contrary, the foregoing releases do not release (i) any obligations of any party under the Plan or any document, instrument, or agreement executed to implement the Plan, or (ii) the rights of Holders of Allowed Claims or Interests to receive distributions under the Plan.

Each of the Releasing Parties knowingly grants the Third Party Releases notwithstanding that each Releasing Party may hereafter discover facts in addition to, or different from, those which either such Releasing Party now knows or believes to be true, and without regard to the subsequent discovery or existence of such different or additional facts, and each Releasing Party expressly waives any and all rights that such Releasing Party may have under any statute or common law principle which would limit the effect of the Third Party Release to those claims actually known or suspected to exist as of the Effective Date. In connection with their agreement to the foregoing Third Party Releases, the Releasing Parties knowingly and voluntarily waive and relinquish any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims, comparable or equivalent to California Civil Code § 1542, which provides: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Article IX.E. of the Plan provides for an Exculpation:

Upon the Effective Date, to the fullest extent permissible under applicable law, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from, any liability to any Holder of a Claim or Interest, or any other party in interest, for any claim or cause of action arising from the Petition Date through the Effective Date, arising from, relating to, or connected with the administration of the Chapter 11 Case, the Disclosure Statement, the preparation of the Plan, the solicitation of acceptances of the Plan, the pursuit of confirmation of the Plan, the Consummation of the Plan, or the administration of the Plan or property to be distributed under the Plan, except for claims related to any act or omission that is determined in a Final Order of a court of competent jurisdiction to have constituted actual fraud, willful misconduct, or gross negligence. The Exculpated Parties shall be deemed to have, participated in good faith in connection with the above and entitled to the protection of section 1125(e) of the Bankruptcy Code. Each Exculpated Party shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan.

Article IX.F. of the Plan provides for an Injunction:

Upon the Effective Date, to the fullest extent permissible under applicable law, all Enjoined Parties are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtor, the Post-Effective Date Debtor, the Exculpated Parties, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to claims or interests that have been released, discharged, settled, or are subject to exculpation under this Plan; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any claims or interests that have been released, discharged, or are subject to exculpation under this Plan; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any claims or interests that have been released, discharged, or are subject to exculpation under this Plan; (4) interfering with the Consummation, implementation, and execution of the Plan and all documents related to the Plan; and (5) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any claims or interests that have been released, discharged, or are subject to exculpation under this Plan, unless such Holder has filed a motion requesting the right to perform such setoff on or before the Effective Date, and notwithstanding an indication of a claim or interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise.

No Person or Entity may commence or pursue a claim or cause of action of any kind against the Debtor, the Post-Effective Date Debtor, any Released Party, or any Exculpated Party that relates to or is reasonably likely to relate to any act or omission in connection with, relating to, or arising out of a claim or cause of action subject to Article IX.C, Article IX.D, or Article IX.E, including any claim or cause of action that was asserted or assertable on behalf of the Debtor, including any derivative, alter ego, successor liability, or similar claims and causes of action based on general harm to the Debtor, Holders of Claims and Interests, or any other party in interest, or a theory of lack of separation between the Debtor and a Released Party or Exculpated Party, without the Bankruptcy Court (i) first determining, upon motion that attaches a copy of the proposed complaint or petition, and after notice and a hearing, that such claim or cause of action represents a direct (as opposed to derivative) and colorable claim of any kind and (ii) specifically authorizing such Person or Entity to bring such claim or cause of action against the Debtor, the Post-Effective Date Debtor, any Released Party, or any Exculpated Party. At the hearing on such motion, the Bankruptcy Court shall have sole and exclusive jurisdiction to assess whether the proposed complaint or petition satisfies the applicable Federal Rules of Civil Procedure (or other applicable rules of procedure), including rule 8 and rule 9 (as applicable), and to determine whether such claim or cause of action represents a colorable claim of any kind. Such motion shall also include a proposed attorney fee reserve, subject to court modification, that will be deposited into the Bankruptcy Court's registry to indemnify the Debtor, the Post-Effective Date Debtor, the Exculpated Parties, or the Released Parties named in the complaint or petition attached to the motion, as applicable, against costs associated with the successful defense of

any claim that is allowed to proceed. For the avoidance of doubt, any party that obtains such determination and authorization and subsequently wishes to amend the authorized complaint or petition to add any claims or causes of action not explicitly included in the authorized complaint or petition must obtain authorization from the Bankruptcy Court before filing any such amendment in the court where such complaint or petition is pending. The Bankruptcy Court reserves jurisdiction to adjudicate any such claims to the maximum extent provided by applicable law.

No Person or Entity may commence or pursue a claim or cause of action of any kind that arose or arises from or is related to the Chapter 11 Case, the negotiation of the Plan, the administration of the Plan or property to be distributed under the Plan, the wind down of the business of the Debtor, the administration of the Liquidation Trust or the Personal Injury Trust, or the transactions in furtherance of the foregoing without the Bankruptcy Court (i) first determining, after notice and a hearing, that such claim or cause of action represents a colorable claim of any kind that is not resolved pursuant to a Final Order, including, but not limited to, negligence, bad faith, criminal misconduct, willful misconduct, fraud, or gross negligence, and (ii) specifically authorizing such Enjoined Party to bring such claim or cause of action. The Bankruptcy Court will have sole and exclusive jurisdiction to determine whether a claim or cause of action is colorable and, to the extent legally permissible and as provided for in Article XII, shall have jurisdiction to adjudicate the underlying claim or cause of action to the extent colorable.

Upon entry of the Confirmation Order, all Holders of Claims and Interests and their respective current and former employees, agents, officers, directors, principals, and direct and indirect affiliates shall be enjoined from taking any actions to interfere with the implementation or Consummation of the Plan. Each Holder of an Allowed Claim or Allowed Interest, as applicable, by accepting, or being eligible to accept, distributions under the Plan shall be deemed to have consented to the injunction provisions set forth in this Article IX. The Debtor, the Post-Effective Date Debtor, the Exculpated Parties, or the Released Parties shall be entitled to seek sanctions by motion for contempt or other appropriate proceeding for any violations of the Confirmation Order or this Plan, including the Release, Exculpation, Injunction, and Gate Keeping provisions set forth in this Article IX.

Respectfully submitted this [●] day of October, 2023.

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Counsel to the Committee

Certificate of Service

I certify that on October [●], 2023, 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 Southern District of Texas to all parties authorized to receive electronic notice in this case.

/s/ [DRAFT]

Jason S. Brookner

Schedule 9

Plan Supplement Notice

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

)
) Chapter 11
)
) Case No. 23-90086 (CML)
)
)
)

NOTICE OF PLAN SUPPLEMENT

PLEASE TAKE NOTICE THAT on October [●], 2023, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”): (a) authorizing the above-captioned debtor and debtor in possession and its Official Committee of Unsecured Creditors, as joint Proponents, to solicit votes on the *Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (as may be amended, supplemented, or modified from time to time, the “Plan”); (b) conditionally approving the *Disclosure Statement Regarding Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to confirmation of the Plan and final approval of the Disclosure Statement.²

PLEASE TAKE FURTHER NOTICE THAT, pursuant to the Disclosure Statement Order and the Plan, the Proponents file the following documents and information, which are incorporated into the Plan:

- (a) the Liquidation Trust Agreement;
- (b) the Personal Injury Trust Agreement;
- (c) the Assumed Executory Contracts and Unexpired Leases List;
- (d) Schedule of Retained Causes of Action; and
- (e) identification and compensation of the Liquidation Trustee and Personal Injury Trustee.

¹ The last four digits of the Debtor's federal tax identification number is 8853. The Debtor's service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement or the Plan, as applicable.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan and final approval of the Disclosure Statement (the “Combined Hearing”) will commence on **January [●], 2024, at [●] [●].m.** prevailing Central Time, before the Honorable Christopher M. López, in the United States Bankruptcy Court for the Southern District of Texas, located at Courtroom 401, 515 Rusk, Houston, TX 77002.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan (including any assumption of an Executory Contract or Unexpired Lease as contemplated in the Plan Supplement) or final approval of the Disclosure Statement is **December [●], 2023** (the “Objection Deadline”). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court so as to be **actually received** on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants LLC, the solicitation agent retained by the Debtor in this chapter 11 case (the “Solicitation Agent”), by: (a) calling the Debtor’s restructuring hotline at (866) 967-0491 (Toll-Free) or (310) 751-2691 (International); (b) visiting the Debtor’s restructuring website at: www.kccllc.net/tehum; and/or (c) writing to Kurtzman Carson Consultants LLC, Re: Tehum Care Services, Inc., Attn: Voting Department, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in this chapter 11 case for a fee via PACER at: <http://www.txs.uscourts.gov>.

Article IX of the Plan contains Release, Exculpation, and Injunction Provisions, and Article IX.D contains a Third-Party Release.

Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or if you would like to obtain additional information, contact the Solicitation Agent.

Respectfully submitted this [●] day of October, 2023.

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Counsel to the Committee

Certificate of Service

I certify that on October [●], 2023, 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 Southern District of Texas to all parties authorized to receive electronic notice in this case.

/s/ [DRAFT]

Jason S. Brookner

Schedule 10

Form of Notice of Assumption of Executory Contracts and Unexpired Leases

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

TEHUM CARE SERVICES, INC.,¹

Debtor.

)
) Chapter 11
)
) Case No. 23-90086 (CML)
)
)
)
)

**NOTICE OF (A) EXECUTORY CONTRACTS AND UNEXPIRED LEASES
TO BE ASSUMED AND ASSIGNED BY THE DEBTOR PURSUANT TO THE PLAN
(B) CURE AMOUNTS, AND (C) RELATED PROCURES IN CONNECTION THEREWITH**

PLEASE TAKE NOTICE THAT on October [●], 2023, the United States Bankruptcy Court for the Southern District of Texas (the “Court”) entered an order [Docket No. [●]] (the “Disclosure Statement Order”): (a) authorizing the above-captioned debtor and debtor in possession and its Official Committee of Unsecured Creditors, as joint Proponents, to solicit votes on the *Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (as may be amended, supplemented, or modified from time to time, the “Plan”); (b) conditionally approving the *Disclosure Statement Regarding Debtor and Official Committee of Unsecured Creditors’ Joint Chapter 11 Plan* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to confirmation of the Plan and final approval of the Disclosure Statement.²

PLEASE TAKE FURTHER NOTICE THAT the Debtor filed the *Assumed Executory Contract and Unexpired Lease List* (the “Assumption Schedule”) with the Bankruptcy Court as part of the Plan Supplement on December [●], 2023, as contemplated under the Plan. The determination to assume and assign the agreements identified on the Assumption Schedule is subject to revision.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider confirmation of the Plan and final approval of the Disclosure Statement (the “Combined Hearing”) will commence on **January [●], 2024, at [●] [●].m.** prevailing Central Time, before the Honorable Christopher M. López, in the United States Bankruptcy Court for the Southern District of Texas, located at Courtroom 401, 515 Rusk, Houston, TX 77002.

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtor’s records reflect that you are a party to a contract that is listed on the Assumption Schedule. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan, including the Assumption Schedule.

¹ The last four digits of the Debtor’s federal tax identification number is 8853. The Debtor’s service address is: 205 Powell Place, Suite 104, Brentwood, Tennessee 37027.

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement or the Plan, as applicable.

PLEASE TAKE FURTHER NOTICE that the Debtor is proposing to assume and assign the Executory Contract(s) and Unexpired Lease(s) listed on the Assumption Schedule in the Plan Supplement, to which you are a party.³

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtor has determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed in the Assumption Schedule. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtor believes that there is no cure amount outstanding for such contract or lease.

PLEASE TAKE FURTHER NOTICE THAT absent any pending dispute, the monetary amounts required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified in the Assumption Schedule in the Plan Supplement will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by the Debtor in cash on the Effective Date or as soon as reasonably practicable thereafter. In the event of a dispute, however, payment of the cure amount would be made following the entry of a final order(s) resolving the dispute and approving the assumption.

PLEASE TAKE FURTHER NOTICE THAT the any objection by a contract or lease counterparty to a proposed assumption or related cure cost must be filed, served, and actually received by the Debtor by **December 10, 2023** (the “**Objection Deadline**”). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Bankruptcy Local Rules and any orders of the Court; (c) state, with particularity, the basis and nature of any objection; and (d) be filed with the Court so as to be **actually received** on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT any objections to the Plan in connection with the assumption of the Executory Contract(s) and Unexpired Lease(s) identified above and/or related cure or adequate assurances proposed in connection with the Plan that remain unresolved as of the Combined Hearing will be heard at the Combined Hearing (or such other date as fixed by the Court).

PLEASE TAKE FURTHER NOTICE THAT any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure cost will be deemed to have assented to such assumption or cure cost. If an objection to the proposed assumption or related cure amount is sustained by the Bankruptcy Court, the Debtor may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it. The Debtor may settle any dispute regarding the amount of any cure cost without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy related defaults, arising under any assumed executory contract or unexpired lease at any time before the date of the Debtor assumes such executory contract or unexpired lease. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

³ Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or the Debtor’s schedule of assets and liabilities, shall constitute an admission by the Debtor that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption, that there is any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtor expressly reserves the right to (a) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Effective Date and (b) dispute any Claim (or cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, Plan, the Plan Supplement, or related documents, you should contact Kurtzman Carson Consultants LLC (“KCC”), the claims, notice, and solicitation agent retained by the Debtor in this chapter 11 case (the “Solicitation Agent”), by: (a) calling the Debtor’s restructuring hotline at (866) 967-0491 (Toll-Free) or (310) 751-2691 (International); (b) visiting the Debtor’s restructuring website at: <https://www.kccllc.net/tehum>; (c) writing to Kurtzman Carson Consultants LLC, Re: Tehum Care Services, Inc., Attn: Voting Department, (i) if by mail, Tehum Care Services, Inc. Ballot Processing Center c/o KCC, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245; (ii) if by hand delivery or overnight courier, Tehum Care Services, Inc. c/o KCC, 222 N Pacific Coast Highway, Suite 300, El Segundo, CA 90245. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.tx.uscourts.gov>.

Respectfully submitted this [●] day of October, 2023.

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