

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:	Chapter 11
SENIOR CARE GROUP, INC.,	Case No. 8:17-bk-6562-CPM Jointly Administered with:
KEY WEST HEALTH AND REHABILITATION CENTER, LLC,	Case No. 8:17-bk-06580-CPM
SCG BAYWOOD, LLC,	Case No. 8:17-bk-06563-CPM
SCG GRACEWOOD, LLC,	Case No. 8:17-bk-06564-CPM
SCG HARBOURWOOD, LLC,	Case No. 8:17-bk-06572-CPM
SCG LAURELLWOOD, LLC,	Case No. 8:17-bk-06576-CPM
THE BRIDGES NURSING AND REHABILITATION, LLC,	Case No. 8:17-bk-06579-CPM
Debtors.	

**NOTICE OF (I) PROPOSED SALE OR OTHER DISPOSITION OF
CERTAIN ASSETS OF KEY WEST HEALTH AND REHABILITATION
CENTER, LLC, (II) ASSUMPTION AND ASSIGNMENT OF CONTRACTS,
AND (III) DEADLINE AND PROCEDURES FOR SUBMISSION OF OBJECTIONS**

NOTICE IS HEREBY GIVEN that **Lower Florida Keys Hospital District** is receiving this Notice on account of the contract (the “**Contract**”) further described below, to which Key West Health and Rehabilitation Center, LLC (the “**Debtor**”) is a party:

CONTRACT: Memorandum of Lease Agreement, as amended and supplemented
CURE AMOUNT: \$394,219.52

You are advised to review this Notice in its entirety as it sets forth deadlines and procedures for the submission of objections to the Cure Amount and to assumption of the contract by the Debtor and assignment of the Contract to a third party.

The first section of this Notice (entitled “**The Auction and Sale Process**”) sets forth details regarding the proposed sale or other disposition of certain assets of the Debtor. The second section of this Notice (entitled the “**Assumption and Assignment of Contracts**”) sets forth the deadline and procedures for submission of objections to the assumption and assignment of contracts to the purchaser in the sale process.

I. THE AUCTION AND SALE PROCESS

NOTICE IS HEREBY GIVEN that the Debtor has sought approval of the United States Bankruptcy Court for the Middle District of Florida, Tampa Division (the “**Bankruptcy Court**”), for the sale or other disposition of certain of its assets. In this respect, on February 6, 2020, the Debtor filed with the Bankruptcy Court a motion (the “**Sale Motion**”) seeking, among other things, the authority of the Bankruptcy Court for the Debtor to solicit bids for the sale or other disposition of some or all of its assets, to schedule an auction and to seek the approval of the sale of assets free and clear of all liens, claims and encumbrances, except as provided in the sale documents, at the highest and best bid received at auction.

NOTICE IS FURTHER GIVEN that the Sale Motion and the Order approving the deadline and procedures for the submission of any bids (the “**Bid Procedures Order**”) are on file with the Bankruptcy Court and are available for inspection and photocopying during regular business hours at the Office of the Clerk of the United States Bankruptcy Court, Tampa Division, 801 N. Florida Ave., Ste. 555, Tampa, Florida 33602. The Sale Motion and the Bid Procedures Order are posted on the Debtor’s counsel’s website at www.srbp.com. Any party wishing to receive a copy of the Sale Motion or the Bid Procedures Order may obtain such copy, via United States first class mail, upon written request to Scott A. Stichter, Esquire, or Elena P. Ketchum, Esquire, counsel for the Debtor, Stichter, Riedel, Blain & Postler, P.A., 110 E. Madison Street, Suite 200, Tampa, Florida 33602.

NOTICE IS FURTHER GIVEN that a hearing to consider approval of the Sale Motion and to consider any timely filed objections thereto will be held at the United States Bankruptcy Court, Courtroom 8B, Sam M. Gibbons United States Courthouse, 801 N. Florida Avenue, Tampa, FL 33602, on **May 12, 2020 at 1:30 p.m.** (the “**Sale Hearing**”). The Sale Hearing may be adjourned and/or continued in open court from time to time without further notice.

II. ASSUMPTION AND ASSIGNMENT OF CONTRACTS

NOTICE IS HEREBY GIVEN that, pursuant to the Bid Procedures Order, Regal Healthcare Acquisitions, LLC (“**Regal**”) was designated as the Stalking Horse Bidder (as defined in the Bid Procedures Order) for the Debtor’s assets and that in connection with the sale and auction process, the Contract may be assumed and assigned to Regal or another Bidder. In connection with such assumption and assignment, arrearages under the Contract are to be cured. The Debtor asserts the Cure Amount reflected above in this Notice is the amount to be cured for any monetary and non-monetary defaults in the event the Contract is assumed and assigned to Regal or another Bidder. If you object to the Cure Amount reflected above in this Notice (the “**Cure Amount Objection**”), you must object to the Cure Amount in writing and file your

objection with the Court **no later than May 4, 2020**¹ (the “**Cure Amount Objection Deadline**”), which objection shall set forth: (a) the specific grounds of such objection; and (b) any and all defaults of the Debtor (whether monetary or non-monetary) that you allege are in existence under such Contract and, if such alleged defaults are non-monetary, the nature of such non-monetary defaults and the amount of money or the type of action required to cure such non-monetary defaults.

NOTICE IS FURTHER GIVEN that if you object to the Contract being assumed and assigned to Regal, including based upon the ability of Regal to provide adequate assurance of future performance (the “**Regal Assumption Objection**”), you must object in writing and file your objection with the Court **by May 4, 2020** (the “**Regal Assumption Objection Deadline**”), which objection shall set forth: (a) the specific grounds of such objection; and (b) any and all defaults of the Debtor (whether monetary or non-monetary) that you allege are in existence under the Contract and, if such alleged defaults are non-monetary, the nature of such non-monetary defaults and the amount of money or the type of action required to cure such non-monetary defaults.

NOTICE IS FURTHER GIVEN that if you object to the Contract being assumed and assigned to a Successful Bidder, other than Regal, or Backup Bidder, other than Regal, including based upon the ability of such bidder to provide adequate assurance of future performance (the “**Competing Bidder Assumption Objection**”), you must object in writing and file your objection with the Court **no later than May 4, 2020** (the “**Competing Bidder Assumption Objection Deadline**”), which objection shall set forth: (a) the specific grounds of such objection; and (b) any and all defaults of the Debtor (whether monetary or non-monetary) that you allege are in existence under such Contract and, if such alleged defaults are non-monetary, the nature of such non-monetary defaults and the amount of money or the type of action required to cure such non-monetary defaults.

NOTICE IS FURTHER GIVEN that any timely asserted Cure Amount Objection, Regal Assumption Objection, and Competing Bidder Assumption Objection will be decided by the Court at the Sale Hearing.

NOTICE IS FURTHER GIVEN that if you fail to timely file written objections to the proposed assumption and/or assignment of the Contract as set forth above, you shall be conclusively deemed to have waived any such objections and to have consented thereto.

NOTICE IS FURTHER GIVEN that if you file a Cure Amount Objection, Regal Assumption Objection, and/or Competing Bidder Assumption Objection, you must also serve the objection so as to be received by the relevant deadline by the following parties: (i) counsel to

¹The Debtor has filed its Motion to Amend Order on Motion of Key West Health and Rehabilitation Center, LLC for Entry of an Order (I) Approving Bid Procedures in Connection With the Sale of Substantially all of its Assets, (II) Establishing Procedures for the Assumption and/or Assignment by the Debtor of Certain Executory Contracts and Unexpired Leases, (III) Approving Break up Fee and Minimum Overbid Amount, (IV) approving Form and Manner of Notice of Bidding Procedures, and (V) Setting Objection Deadlines (Doc No. 1149) (the “**Motion**”) which seeks to modify certain deadlines in the Bid Procedures Order. Although the Court has not entered an order granting the Motion, the dates in this Notice are the extended dates as requested in the Motion.

the Debtor, Scott A. Stichter, Esq. and Elena Paras Ketchum, Esq., Stichter, Riedel, Blain & Postler, P.A., 110 East Madison Street, Suite 200, Tampa, Florida 33602, Email: sstichter@srbp.com and eketchum@srbp.com; (ii) counsel for the Committee, Robert Lapowsky, Esq., Stevens & Lee, P.C., 620 Freedom Business Center, Suite 200, King of Prussia, PA 19406, Email: rl@stevenslee.com and Lynn W. Sherman, Esq., Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A., Suite 2700, Bank of America Plaza, 101 East Kennedy Blvd., Tampa, Florida 33602, Email: lsherman@trenam.com; (iii) the Office of the United States Trustee, Attn: Nathan A. Wheatley, Esq., 501 East Polk Street, Suite 1200, Tampa, Florida 33602, Email: nathan.a.wheatley@usdoj.gov; (iv) counsel to the U.S. Department of Housing and Urban Development (“HUD”), Christopher J. Emden, United States Attorney’s Office, 400 North Tampa Street, Suite 3200, Tampa, Florida, 33602, Email: christopher.emden@usdoj.gov; and (v) counsel to Lower Florida Keys Hospital District, Scott Underwood, Esq. Buchanan Ingersoll & Rooney, P.C., SunTrust Financial Centre, 401 E. Jackson St., Suite 2400, Tampa, Florida, 33602, Email: scott.underwood@bipc.com.

DATED: April 10, 2020

/s/ Scott A. Stichter

Scott A. Stichter (FBN 0710679)
STICHTER, RIEDEL, BLAIN & POSTLER, P.A.
110 East Madison Street, Suite 200
Tampa, Florida 33602
Phone: (813) 229-0144
Fax: (813) 229-1811 FAX
Email: sstichter@srbp.com
Attorneys for Debtors

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice has been furnished on April 10, 2020 by the Court’s CM/ECF electronic mail system to all parties receiving electronic notice and by U.S. Mail to:

Lower Florida Keys Hospital District
c/o Scott A. Underwood
401 E. Jackson Boulevard - Suite 2400
Tampa, Florida 33602

/s/ Scott A. Stichter

Scott A. Stichter