

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:)	
)	Chapter 11
LAVIE CARE CENTERS, LLC, ¹)	
)	Case No. 24-55507 (PMB)
Debtors.)	
)	(Jointly Administered)
)	
)	Related to Docket Nos. 481, 571

NOTICE OF FILING OF PLAN SUPPLEMENT WITH RESPECT TO THE DEBTORS' SECOND AMENDED COMBINED DISCLOSURE STATEMENT AND JOINT CHAPTER 11 PLAN OF REORGANIZATION

PLEASE TAKE NOTICE that, on October 1, 2024, LaVie Care Centers, LLC and certain of its affiliates and subsidiaries (collectively, the “Debtors”) filed the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 481] (as amended, modified, or supplemented and including all exhibits and supplements thereto, the “Plan”)² in the United States Bankruptcy Court for the Northern District of Georgia (the “Court”).

PLEASE TAKE FURTHER NOTICE that, on October 21, 2024, the Debtors filed the *Notice of Filing of GUC Trust Agreement with Respect to the Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 571] (the “GUC Trust Agreement”).

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file this *Plan Supplement with Respect to the Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as amended, modified, or supplemented, the “Plan Supplement”) in support of confirmation of the Plan. The documents contained in the Plan Supplement, which include the GUC Trust Agreement, are integral to, part of, and incorporated by reference into the Plan. The Plan Supplement documents have not yet been approved by the Court.

¹ The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/LaVie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

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



PLEASE TAKE FURTHER NOTICE that the Plan Supplement includes the following documents, as may be modified, amended, or supplement from time to time by the Debtors in accordance with the Plan, as set forth below:

<u>Exhibit</u>	<u>Description</u>
Exhibit A	Schedule of Assumed Executory Contracts and Unexpired Leases
Exhibit B	New Governance Documents
Exhibit C	Identity of New Board
Exhibit D	Identity of GUC Trustee
Exhibit E	Schedule of Assumed Administrative and Priority Claims
Exhibit F	Restructuring Transactions Memorandum
Exhibit G	Schedule of Go-Forward Trade Contracts
Exhibit H	ABL Exit Facility Term Sheet
Exhibit I	Unliquidated Claim Procedures
Exhibit J	Schedule of Retained Causes of Action
Exhibit K	Backstop Note/Guaranty
Exhibit L	GUC Trust Agreement

PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in this Plan Supplement remain subject to ongoing negotiations among the Debtors, the Official Committee of Unsecured Creditors, the DIP Lenders, the Plan Sponsor, the Omega Parties, and other interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date, or any such other date in accordance with the Plan, the Confirmation Order, or any other order of the Court. Each of the documents contained in the Plan Supplement or its amendments remain subject to certain consent and approval rights to the extent provided in the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan, the Plan Supplement, and other documents and materials filed in the above-captioned chapter 11 cases may be examined by any party-in-interest at the Debtors' case website (<https://www.veritaglobal.net/LaVie>). Such documents may also be obtained by written request to Verita Global (the "Voting Agent") by clicking the "Submit an Inquiry" option at <https://veritaglobal.net/lavie/inquiry> or by telephoning the Voting Agent at (877) 709-4750 (toll-free, U.S. or Canada) or (424) 236-7230 (International).

Dated: Atlanta, Georgia
October 28, 2024

MCDERMOTT WILL & EMERY LLP

/s/ Daniel M. Simon

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- and -

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Counsel for the Debtors and Debtors-in-Possession

EXHIBIT A

Schedule of Assumed Executory Contracts and Unexpired Leases¹

[Attached]

¹ Inclusion of any document on the following schedule shall not constitute or be deemed to be a determination or admission by the Debtors or any other party that such document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code, and all rights with respect thereto are being expressly reserved.

No.	Case Number	Debtor	Contract Counterparty	Address	Description	PROPOSED CURE SETTLEMENT AMOUNT
1	24-55507	LaVie Care Centers, LLC	ACR Solutions, LLC	3880 S. Washington Ave. Suite 208 Titusville, FL, 32780	Service Agreement - Telecommunications (Contract No. 19-IND-ACR-20639)	-
2	24-55612	Cary Healthcare, LLC	Alignment Healthcare North Carolina, LLC	1100 W. Town & Country Road Suite 1600 Attn: President & VP, Network Management Orange, CA, 92868	Medicare	5,150.40
3	24-55636	Wellington Healthcare, LLC	Alignment Healthcare North Carolina, LLC	1100 W. Town & Country Road Suite 1600 Attn: President & VP, Network Management Orange, CA, 92868	Medicare	2,545.80
4	24-55580	Emerald Ridge HealthCare, LLC	Ambetter of North Carolina Inc.	Attention - President 10101 David Taylor Drive, Suite 300 Charlotte, NC, 28262	Individual Market	-
5	24-55522	Ashland Facility Operations, LLC	Anthem Health Plans of Virginia, INC.	Post Office Box 27401 Richmond, VA, 23279	Commercial / Medicaid / Medicare	-
6	24-55536	Augusta Facility Operations, LLC	Anthem Health Plans of Virginia, INC.	Post Office Box 27401 Richmond, VA, 23279	Commercial / Medicaid / Medicare	-
7	24-55764	Grayson Facility Operations, LLC	Anthem Health Plans of Virginia, INC.	Post Office Box 27401 Richmond, VA, 23279	Commercial / Medicaid / Medicare	-
8	24-55564	Kings Daughters Facility Operations, LLC	Anthem Health Plans of Virginia, INC.	Post Office Box 27401 Richmond, VA, 23279	Commercial / Medicaid / Medicare	-
9	24-55722	Newport News Facility Operations, LLC	Anthem Health Plans of Virginia, INC.	Post Office Box 27401 Richmond, VA, 23279	Commercial / Medicaid / Medicare	-
10	24-55728	Norfolk Facility Operations, LLC	Anthem Health Plans of Virginia, INC.	Post Office Box 27401 Richmond, VA, 23279	Commercial / Medicaid / Medicare	-
11	24-55661	Pheasant Ridge Facility Operations, LLC	Anthem Health Plans of Virginia, INC.	Post Office Box 27401 Richmond, VA, 23279	Commercial / Medicaid / Medicare	-
12	24-55759	Skyline Facility Operations, LLC	Anthem Health Plans of Virginia, INC.	Post Office Box 27401 Richmond, VA, 23279	Commercial / Medicaid / Medicare	-
13	24-55771	Williamsburg Facility Operations, LLC	Anthem Health Plans of Virginia, INC.	Post Office Box 27401 Richmond, VA, 23279	Commercial / Medicaid / Medicare	-
14	24-55783	Windsor Facility Operations, LLC	Anthem Health Plans of Virginia, INC.	Post Office Box 27401 Richmond, VA, 23279	Commercial / Medicaid / Medicare	-
15	24-55787	Woodstock Facility Operations, LLC	Anthem Health Plans of Virginia, INC.	Post Office Box 27401 Richmond, VA, 23279	Commercial / Medicaid / Medicare	-
16	24-55612	Cary HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers	-
17	24-55522	Ashland Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
18	24-55536	Augusta Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
19	24-55600	Cardinal North Carolina HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
20	24-55737	Clay County HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
21	24-55688	McComb HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
22	24-55580	Emerald Ridge HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
23	24-55726	Forrest Oakes HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24	24-55761	Glenburney HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
25	24-55764	Grayson Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
26	24-55776	Hilltop Mississippi HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
27	24-55519	Hunter Woods HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
28	24-55544	Kannapolis HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
29	24-55564	Kings Daughters Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
30	24-55602	Locust Grove Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
31	24-55632	Luther Ridge Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
32	24-55722	Newport News Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
33	24-55728	Norfolk Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
34	24-55744	Oak Grove HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
35	24-55724	Riley HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
36	24-55515	Oaks at Sweeten Creek HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
37	24-55627	Penn Village Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
38	24-55631	Pennknoll Village Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
39	24-55661	Pheasant Ridge Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
40	24-55759	Skyline Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
41	24-55685	St. Luke Village Facility Operations	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
42	24-55623	St. Luke Village Facility Operations	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
43	24-55766	Starkville Manor HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
44	24-55573	Valley View HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
45	24-55621	Walnut Cove HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
46	24-55636	Wellington HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
47	24-55665	Westwood HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
48	24-55781	Willowbrook HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
49	24-55782	Wilora Lake HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
50	24-55783	Windsor Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
51	24-55784	Winona Manor HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
52	24-55787	Woodstock Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
53	24-55766	Starkville Manor HealthCare, LLC	BCI Mississippi Broadband d/b/a MaxxSouth Broadband	PO BOX 10027 TOLEDO, OH, 45263-3842	Service Agreement - Internet/Cable (Contract No. 21-IND-BCI-23755)	134.96
54	24-55776	Hilltop Mississippi HealthCare, LLC	BCI Mississippi Broadband d/b/a MaxxSouth Broadband	PO BOX 10027 TOLEDO, OH, 45263-3842	Service Agreement - Cable/Internet (Contract No. 21-IND-BCI-23746)	-
55	24-55602	Locust Grove Facility Operations, LLC	Capital Blue Cross (Kairos)	Capital BlueCross Harrisburg, PA, 17177	Commercial / Medicare	-
56	24-55627	Penn Village Facility Operations, LLC	Capital Blue Cross (Kairos)	Capital BlueCross Harrisburg, PA, 17177	Commercial / Medicare	-

57	24-55650	Perry Village Facility Operations, LLC	Capital Blue Cross (Kairos)	Capital BlueCross Harrisburg, PA, 17177	Commerical / Medicare	-
58	24-55661	Pheasant Ridge Facility Operations, LLC	Carilion Clinic Medicare Shared Saving Company, LLC	Carillion Clinic Office of the General Counsel 213 S. Jefferson St., Suite 1600 Roanoke, VA, 24018	ACO	5,751.14
59	24-55600	Cardinal North Carolina HealthCare, LLC	Carolina Complete Health, Inc. Carolina Complete Health Network, Inc.	Attn: President Carolina Complete Health, Inc 10101 David Taylor Drive, Suite 300 Charlotte, NC, 28262	Medicaid	-
60	24-55612	Cary HealthCare, LLC	Carolina Complete Health, Inc. Carolina Complete Health Network, Inc.	Attn: President Carolina Complete Health, Inc 10101 David Taylor Drive, Suite 300 Charlotte, NC, 28262	Medicaid	-
61	24-55726	Forrest Oakes HealthCare, LLC	Carolina Complete Health, Inc. Carolina Complete Health Network, Inc.	Attn: President Carolina Complete Health, Inc 10101 David Taylor Drive, Suite 300 Charlotte, NC, 28262	Medicaid	-
62	24-55519	Hunter Woods HealthCare, LLC	Carolina Complete Health, Inc. Carolina Complete Health Network, Inc.	Attn: President Carolina Complete Health, Inc 10101 David Taylor Drive, Suite 300 Charlotte, NC, 28262	Medicaid	-
63	24-55544	Kannapolis HealthCare, LLC	Carolina Complete Health, Inc. Carolina Complete Health Network, Inc.	Attn: President Carolina Complete Health, Inc 10101 David Taylor Drive, Suite 300 Charlotte, NC, 28262	Medicaid	-
64	24-55515	Oaks at Sweeten Creek HealthCare, LLC	Carolina Complete Health, Inc. Carolina Complete Health Network, Inc.	Attn: President Carolina Complete Health, Inc 10101 David Taylor Drive, Suite 300 Charlotte, NC, 28262	Medicaid	-
65	24-55636	Wellington HealthCare, LLC	Carolina Complete Health, Inc. Carolina Complete Health Network, Inc.	Attn: President Carolina Complete Health, Inc 10101 David Taylor Drive, Suite 300 Charlotte, NC, 28262	Medicaid	-
66	24-55782	Wilora Lake HealthCare, LLC	Carolina Complete Health, Inc. Carolina Complete Health Network, Inc.	Attn: President Carolina Complete Health, Inc 10101 David Taylor Drive, Suite 300 Charlotte, NC, 28262	Medicaid	-
67	24-55623	Pavilion at St. Luke Village Facility Operations, LLC	CenturyLink Communications, LLC d/b/a Lumen Technologies Group	6801 Gaylord Parkway, S-300 Frisco, TX, 75034	Service Agreement - Building Access (Pavilion St. Luke) (Contract No. 20- IND-CEN-21336)	210.08
68	24-55783	Windsor Facility Operations, LLC	Charter Advanced Services (VA), LLC	400 Atlantic Street Stamford, CT, 06901	Internet Services (Contract No. 14-IND-CHA-02997)	-
69	24-55783	Windsor Facility Operations, LLC	Charter Advanced Services (VA), LLC	Address Unavailable	Telephone Services (Contract No. 14-IND-CHA-02996)	-
70	24-55746	Gateway HealthCare, LLC	Charter Communications, LLC	PO BOX 94188 PALATINE, IL, 60527	Business Internet, Video, Music Services (Contract No. 14-IND-CHA-03016)	-
71	24-55781	Willowbrook HealthCare, LLC	CHES GENESIS, LLC	165 Kimel Park Drive, Suite B Winston-Salem, NC, 27103	ACO / PREFERRED PROVIDER	-
72	24-55761	GLENBURNNEY HEALTHCARE, LLC	CHSPSC ACO 1, LLC	Mark Barnhart, Executive Director 4000 Meridian Boulevard Franklin, TN, 37067	ACO	-
73	24-55761	Glenburnney HealthCare, LLC	CHSPSC ACO 1, LLC	Mark Barnhart, Executive Director 4000 Meridian Boulevard Franklin, TN, 37067	Post Acute Network Affiliation Agreement (Contract No. 19-IND-CHS- 20628)	-
74	24-55580	Emerald Ridge HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Emerald Ridge HealthCare LLC - Effective 8/1/10	5,851.00
75	24-55544	Kannapolis HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Kannapolis HealthCare LLC - Effective 3/15/11	5,542.44
76	24-55612	Cary HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Cary HealthCare LLC - Effective 5/1/11	5,150.40
77	24-55519	Hunter Woods HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna and Hunter Woods HealthCare LLC - Effective 4/15/10	5,150.40
78	24-55781	Willowbrook HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Willowbrook HealthCare LLC - Effective 9/1/11	4,435.92
79	24-55515	Oaks at Sweeten Creek HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Oaks at Sweeten Creek HealthCare LLC - Effective 3/1/11	4,292.00
80	24-55621	Walnut Cove HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Walnut Cove HealthCare LLC - Effective 6/5/11	4,116.80
81	24-55573	Valley View HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Valley View HealthCare LLC - Effective 5/1/11	4,040.92
82	24-55737	Clay County HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare North Carolina and Clay County HealthCare, LLC	3,862.80
83	24-55782	Wilora Lake HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Wilora Lake Healthcare LLC - Effective 5/15/11	3,708.44
84	24-55726	Forrest Oakes HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare North Carolina and Forrest Oakes HealthCare, LLC	3,183.39
85	24-55665	Westwood HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Westwood HealthCare LLC - Effective 9/1/11	2,918.56
86	24-55600	Cardinal North Carolina HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna and Cardinal North Carolina HealthCare LLC - Effective 7/1/10	2,703.96
87	24-55744	Oak Grove HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Oak Grove Healthcare LLC - Effective 3/1/11	2,575.20
88	24-55636	Wellington HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services between Cigna HealthCare of North Carolina and Wellington HealthCare LLC - Effective 9/1/11	2,545.80
89	24-55631	Pennknoll Village Facility Operations, LLC	Cigna Healthcare of Pennsylvania, Inc.	3101 Park Lane Drive Pittsburgh, PA, 15275	Ancillary Services Agreement between Cigna HealthCare of Pennsylvania, Inc. and Pennknoll Village Facility Operations, LLC	-
90	24-55536	Augusta Facility Operations, LLC	Comcast of Connecticut/ Georgia/ Massachusetts/ New Hampshire/ New York/ North Carolina/ Virginia/ Vermont, LLC	PO BOX 37601 PHILADELPHIA, PA, 18201	Hospital Bulk Services (Contract No. 11-IND-COM-06615)	160.43
91	24-55631	Pennknoll Village Facility Operations, LLC	Community LIFE	President Community LIFE 2400 Ardmore Blvd, Suite 700 Pittsburgh, PA, 15221	PACE	-
92	24-55522	Ashland Facility Operations, LLC	Coventry Health Care of Virginia, Inc. (Aetna Better Health)	Coventry Health Care of Virginia, Inc. Attn: Network Management 9881 Mayland Drive Richmond, VA, 23233	Medicaid	-
93	24-55536	Augusta Facility Operations, LLC	Coventry Health Care of Virginia, Inc. (Aetna Better Health)	Coventry Health Care of Virginia, Inc. Attn: Network Management 9881 Mayland Drive Richmond, VA, 23233	Medicaid	-

94	24-55764	Grayson Facility Operations, LLC	Coventry Health Care of Virginia, Inc. (Aetna Better Health)	Coventry Health Care of Virginia, Inc. Attn: Network Management 9881 Mayland Drive Richmond, VA, 23233	Medicaid	-
95	24-55564	Kings Daughters Facility Operations, LLC	Coventry Health Care of Virginia, Inc. (Aetna Better Health)	Coventry Health Care of Virginia, Inc. Attn: Network Management 9881 Mayland Drive Richmond, VA, 23233	Medicaid	-
96	24-55722	Newport News Facility Operations, LLC	Coventry Health Care of Virginia, Inc. (Aetna Better Health)	Coventry Health Care of Virginia, Inc. Attn: Network Management 9881 Mayland Drive Richmond, VA, 23233	Medicaid	-
97	24-55728	Norfolk Facility Operations, LLC	Coventry Health Care of Virginia, Inc. (Aetna Better Health)	Coventry Health Care of Virginia, Inc. Attn: Network Management 9881 Mayland Drive Richmond, VA, 23233	Medicaid	-
98	24-55661	Pheasant Ridge Facility Operations, LLC	Coventry Health Care of Virginia, Inc. (Aetna Better Health)	Coventry Health Care of Virginia, Inc. Attn: Network Management 9881 Mayland Drive Richmond, VA, 23233	Medicaid	-
99	24-55759	Skyline Facility Operations, LLC	Coventry Health Care of Virginia, Inc. (Aetna Better Health)	Coventry Health Care of Virginia, Inc. Attn: Network Management 9881 Mayland Drive Richmond, VA, 23233	Medicaid	-
100	24-55771	Williamsburg Facility Operations, LLC	Coventry Health Care of Virginia, Inc. (Aetna Better Health)	Coventry Health Care of Virginia, Inc. Attn: Network Management 9881 Mayland Drive Richmond, VA, 23233	Medicaid	-
101	24-55783	Windsor Facility Operations, LLC	Coventry Health Care of Virginia, Inc. (Aetna Better Health)	Coventry Health Care of Virginia, Inc. Attn: Network Management 9881 Mayland Drive Richmond, VA, 23233	Medicaid	-
102	24-55787	Woodstock Facility Operations, LLC	Coventry Health Care of Virginia, Inc. (Aetna Better Health)	Coventry Health Care of Virginia, Inc. Attn: Network Management 9881 Mayland Drive Richmond, VA, 23233	Medicaid	-
103	24-55661	Pheasant Ridge Facility Operations, LLC	Cox Communications Hampton Roads, LLC d/b/a Cox Business	1341 Crossways Blvd Chesapeake, VA, 23320	Service Agreement - Cable and Internet (Contract No. 21-IND-COX-23313)	870.27
104	24-55722	Newport News Facility Operations, LLC	Cox Communications Hampton Roads, LLC d/b/a Cox Business	1341 Crossways Blvd Chesapeake, VA, 23320	Commercial Services Agreement (Contract No. 18-IND-COX-17705)	-
105	24-55722	Newport News Facility Operations, LLC	Cox Communications Hampton Roads, LLC d/b/a Cox Business	1341 Crossways Blvd Chesapeake, VA, 23320	Service Agreement - Cable & Internet (Contract No. 21-IND-COX-23311)	-
106	24-55728	Norfolk Facility Operations, LLC	Cox Communications Hampton Roads, LLC d/b/a Cox Business	1341 Crossways Blvd Chesapeake, VA, 23320	Commercial Services Agreement (Contract No. 18-IND-COX-17703)	-
107	24-55728	Norfolk Facility Operations, LLC	Cox Communications Hampton Roads, LLC d/b/a Cox Business	1341 Crossways Blvd Chesapeake, VA, 23320	Service Agreement - Cable & Internet (Contract No. 21-IND-COX-23312)	-
108	24-55771	Williamsburg Facility Operations, LLC	Cox Communications Hampton Roads, LLC d/b/a Cox Business	1341 Crossways Blvd Chesapeake, VA, 23320	Internet Services - Commercial Services Agreement (Contract No. 18-IND-COX-17838)	-
109	24-55771	Williamsburg Facility Operations, LLC	Cox Communications Hampton Roads, LLC d/b/a Cox Business	1341 Crossways Blvd Chesapeake, VA, 23320	Service Agreement - Cable & Internet (Contract No. 21-IND-COX-23314)	-
110	24-55661	Pheasant Ridge Facility Operations, LLC	Cox Virginia Telcom, LLC	5400 Fallowater Lane Roanoke, VA, 24018	Commercial Services Agreement (Internet) (Contract No. 18-IND-COX-17650)	870.27
111	24-55507	LaVie Care Centers, LLC	Critical Mention, Inc.	19 W. 44th Street, Suite 300 New York, NY, 10036	Service Agreement - News and Media Monitoring (Contract No. 21-IND-CRI-23982)	-
112	24-55511	Alpha Health Care Properties, LLC	CSE North Carolina Holdings I, LLC; CSE Woodfin LP; CSE Lenoir LP; CSE Salina LLC; CSE Arden LP; CSE Omro LLC; CSE Green Bay LLC; CSE Walnut Cove LLC; CSE Knightdale LP; OHI Asset (FL), LLC; CSE Orlando - Pinar Terrace Manor LLC	c/o Omega Healthcare Investors, Inc. Attn: Daniel J. Booth and Vikas Gupta 303 International Circle, Suite 200 Hunt Valley, MD, 21030	Pledge Agreement	-
113	24-55511	Alpha Health Care Properties, LLC	CSE North Carolina Holdings I, LLC; CSE Woodfin LP; CSE Lenoir LP; CSE Salina LLC; CSE Arden LP; CSE Omro LLC; CSE Green Bay LLC; CSE Walnut Cove LLC; CSE Knightdale LP; OHI Asset (FL), LLC; CSE Orlando - Pinar Terrace Manor LLC	c/o Omega Healthcare Investors, Inc. Attn: Daniel J. Booth and Vikas Gupta 303 International Circle, Suite 200 Hunt Valley, MD, 21030	Security Agreement	-
114	24-55511	Alpha Health Care Properties, LLC	CSE WOODFIN LP; CSE LENOIR LP; CSE ARDEN LP; CSE WALNUT COVE LLC; CSE KNIGHTDALE LP; HAZLETON RE OWNER LLC; MIFFLIN RE OWNER LLC; POTTSVILLE RE OWNER LLC; SELINGROVE RE OWNER LLC; EVERETT RE OWNER LLC; OHI Asset (VA) Ashland, LLC; OHI Asset (VA) Norfolk - 3900 Llewellyn, LLC; FC Encore Properties B Holdco, LLC; FC Encore McComb, LLC; FC Encore Archdale, LLC; FC Encore Cary, LLC; FC Encore Kannapolis, LLC; FC Encore Charlotte, LLC; FC Encore Natchez, LLC; FC Encore Union, LLC; FC Encore Meridian, LLC; FC Encore Starkville, LLC; FC Encore Winona, LLC; FC Encore Albemarle, LLC; FC Encore Andrews, LLC; FC Encore Rutherfordton, LLC; FC Encore Yadkinville, LLC	c/o Omega Healthcare Investors, Inc. Attn: Daniel J. Booth and Vikas Gupta 303 International Circle, Suite 200 Hunt Valley, MD, 21030	Amended and Restated Consolidated Master Lease, as amended	\$0.00
115	24-55507	LaVie Care Centers, LLC, et al.	CSE Woodfin LP; CSE Lenoir LP; CSE Salina LLC; CSE Arden LP; CSE Omro LLC; CSE Green Bay LLC; CSE Walnut Cove LLC; CSE Knightdale LP; OHI Asset (FL), LLC; CSE Orlando - Pinar Terrace Manor LLC	Attn Daniel J. Booth c/o Omega Healthcare Investors, Inc. 303 International Circle, Suite 200 Hunt Valley, MD, 21030	Guaranty	-
116	24-55661	Pheasant Ridge Facility Operations, LLC	Department of Veteran Affairs	Network Contracting Office 6100 Emancipation Dr Hampton, VA 23667	IDIQ	-
117	24-55522	Ashland Facility Operations, LLC	Department of Veteran Affairs	Network Contracting Office 6100 Emancipation Dr Hampton, VA 23667	IDIQ	-
118	24-55507	LaVie Care Centers, LLC	EarthLink Business, LLC	2150 Holmgren Way Green Bay, WI, 54304	VOICE - Master Services AGR (Contract No. 14-MAS-EAR-02841)	-
119	24-55647	Centennial HealthCare Holding Company, LLC	Elderberry of Charlotte, LLC	Attn C. Lynch Christian, III 1000 Church Street - Third Floor Lynchburg, VA, 24504	Amended and Restated Lease and Security Agreement, as amended	-
120	24-55647	Centennial HealthCare Holding Company, LLC	Elderberry of Hayesville, LLC	Attn C. Lynch Christian, III 1000 Church Street - Third Floor Lynchburg, VA, 24504	Amended and Restated Lease and Security Agreement, as amended	-
121	24-55647	Centennial HealthCare Holding Company, LLC	Elderberry of Lincolnton, LLC	Attn C. Lynch Christian, III 1000 Church Street - Third Floor Lynchburg, VA, 24504	Amended and Restated Lease and Security Agreement, as amended	-
122	24-55627	Penn Village Facility Operations, LLC	Frontier Communications of America, Inc.	111 Field Street Rochester, NY, 14620	Services Agreement - Voice PRI (Contract No. 15-IND-FRO-11642)	-
123	24-55522	Ashland Facility Operations, LLC	Hampton Roads Good Help ACO, LLC	5818 Harbour View Boulevard Suite A1 Suffolk, VA, 23435	ACO	-

124	24-55600	Cardinal North Carolina Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Cardinal North Carolina Healthcare, LLC d/b/a Cardinal Healthcare and Rehabilitation Center - Effective 5/1/22	-
125	24-55580	Emerald Ridge Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Emerald Ridge Healthcare, LLC d/b/a Emerald Ridge Rehabilitation and Care Center - Effective 7/1/22	-
126	24-55519	Hunter Woods Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Hunter Woods Healthcare, LLC d/b/a Hunter Woods Nursing and Rehabilitation Center - Effective 7/1/22	-
127	24-55544	Kannapolis Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Kannapolis Healthcare, LLC d/b/a Transitional Health Services of Kannapolis - Effective 5/1/22	-
128	24-55744	Oak Grove Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Oak Grove Healthcare, LLC d/b/a Oak Grove Healthcare Center - Effective 5/18/22	-
129	24-55515	Oaks at Sweeten Creek Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Oaks at Sweeten Creek Healthcare, LLC d/b/a The Oaks at Sweeten Creek - Effective 7/1/22	-
130	24-55621	Walnut Cove Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Walnut Cove HealthCare, LLC d/b/a Walnut Cove Health and Rehabilitation Center - Effective 5/1/22	-
131	24-55636	Wellington Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Wellington Healthcare, LLC d/b/a Wellington Rehabilitation and Healthcare - Effective 7/1/22	-
132	24-55781	Willowbrook Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Willowbrook Healthcare, LLC d/b/a Willowbrook Rehabilitation and Care Center - Effective 5/1/22	-
133	24-55602	Locust Grove Facility Operations, LLC	Highmark Wholecare (fka Gateway prior to 2022)	Highmark Wholecare P.O. Box 535191 Pittsburgh, PA, 15253-5191	Medicaid / Medicare	-
134	24-55685	Manor at St. Luke Village Facility Operations, LLC	Highmark Wholecare (fka Gateway prior to 2022)	Highmark Wholecare P.O. Box 535191 Pittsburgh, PA, 15253-5191	Medicaid / Medicare	-
135	24-55623	Pavilion at St. Luke Village Facility Operations, LLC	Highmark Wholecare (fka Gateway prior to 2022)	Highmark Wholecare P.O. Box 535191 Pittsburgh, PA, 15253-5191	Medicaid / Medicare	-
136	24-55627	Penn Village Facility Operations, LLC	Highmark Wholecare (fka Gateway prior to 2022)	Highmark Wholecare P.O. Box 535191 Pittsburgh, PA, 15253-5191	Medicaid / Medicare	-
137	24-55631	Pennknoll Village Facility Operations, LLC	Highmark Wholecare (fka Gateway prior to 2022)	Highmark Wholecare P.O. Box 535191 Pittsburgh, PA, 15253-5191	Medicaid / Medicare	-
138	24-55544	Kannapolis HealthCare, LLC	Iron Mountain	c/o Hackett Feinberg P.C., 155 Federal Street, 9th Floor, Boston, MA 02110, Attn: Jacqueline M. Doyle	Record Storage and Shredding	-
139	24-55632	Luther Ridge Facility Operations, LLC	Iron Mountain	c/o Hackett Feinberg P.C., 155 Federal Street, 9th Floor, Boston, MA 02110, Attn: Jacqueline M. Doyle	Record Storage and Shredding	-
140	24-55685	Manor at St. Luke Village Facility Operations, LLC	Iron Mountain	c/o Hackett Feinberg P.C., 155 Federal Street, 9th Floor, Boston, MA 02110, Attn: Jacqueline M. Doyle	Record Storage and Shredding	-
141	24-55744	Oak Grove HealthCare, LLC	Iron Mountain	c/o Hackett Feinberg P.C., 155 Federal Street, 9th Floor, Boston, MA 02110, Attn: Jacqueline M. Doyle	Record Storage and Shredding	-
142	24-55623	Pavilion at St. Luke Village Facility Operations, LLC	Iron Mountain	c/o Hackett Feinberg P.C., 155 Federal Street, 9th Floor, Boston, MA 02110, Attn: Jacqueline M. Doyle	Record Storage and Shredding	-
143	24-55627	Penn Village Facility Operations, LLC	Iron Mountain	c/o Hackett Feinberg P.C., 155 Federal Street, 9th Floor, Boston, MA 02110, Attn: Jacqueline M. Doyle	Record Storage and Shredding	-
144	24-55631	Pennknoll Village Facility Operations, LLC	Keystone Accountable Care Organization, LLC	Janet Comrey, RN, BSN, MHSA Keystone ACO, LLC 100 North Academy Ave. Danville, PA, 17822-3055	ACO	-
145	24-55507	Lavie Care Centers, LLC	Lexis Nexis	1000 Alderman Drive Alpharetta, GA 300005	Asset Search Software Agreement	-
146	24-55600	Cardinal North Carolina HealthCare, LLC	Longevity Health Plan	11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare (ISNP)	-
147	24-55580	Emerald Ridge HealthCare, LLC	Longevity Health Plan	11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare (ISNP)	-

148	24-55744	Oak Grove HealthCare, LLC	Longevity Health Plan	11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare (ISNP)	-
149	24-55515	Oaks at Sweeten Creek HealthCare, LLC	Longevity Health Plan	11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare (ISNP)	-
150	24-55781	Willowbrook HealthCare, LLC	Longevity Health Plan	11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare (ISNP)	-
151	24-55782	Wilora Lake HealthCare, LLC	Longevity Health Plan	11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare (ISNP)	-
152	24-55602	Locust Grove Facility Operations, LLC	Longevity IDS of Pennsylvania, LLC	Longevity IPA of Virginia, LLC 11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare / (ISNP)	-
153	24-55632	Luther Ridge Facility Operations, LLC	Longevity IDS of Pennsylvania, LLC	Longevity IPA of Virginia, LLC 11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare / (ISNP)	-
154	24-55685	Manor at St. Luke Village Facility Operations, LLC	Longevity IDS of Pennsylvania, LLC	Longevity IPA of Virginia, LLC 11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare / (ISNP)	-
155	24-55623	Pavilion at St. Luke Village Facility Operations, LLC	Longevity IDS of Pennsylvania, LLC	Longevity IPA of Virginia, LLC 11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare / (ISNP)	-
156	24-55627	Penn Village Facility Operations, LLC	Longevity IDS of Pennsylvania, LLC	Longevity IPA of Virginia, LLC 11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare / (ISNP)	-
157	24-55631	Pennknoll Village Facility Operations, LLC	Longevity IDS of Pennsylvania, LLC	Longevity IPA of Virginia, LLC 11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare / (ISNP)	-
158	24-55522	Ashland Facility Operations, LLC	Longevity IPA of Virginia, LLC	Longevity IPA of Virginia, LLC 11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare / (ISNP)	-
159	24-55728	Norfolk Facility Operations, LLC	Longevity IPA of Virginia, LLC	Longevity IPA of Virginia, LLC 11780 US Highway One, Ste. N107 Attn: Brendan Rager North Palm Beach, FL, 33408	Medicare / (ISNP)	-
160	24-55522	Ashland Facility Operations, LLC	Mercy Health Select LLC	1701 Mercy Health Place Cincinnati, OH, 45237	ACO	-
161	24-55507	LaVie Care Centers, LLC	Moneris Solutions, Inc.	3300 Bloor Street West Toronto, ON, M8X 2X2	Service Agreement - Merchant Service Agreement (Contract No. 09-MAS-MON-22058; 09-AMD-MON-22060; 13-AMD-MON-22061; 15-AMD-MON-22063; 15-AMD-MON-22064; 15-AMD-MON-22065; 16-AMD-MON-22066)	-
162	24-55507	LaVie Care Centers, LLC & facilities	National Datacare	14155 Newbrook Drive Suite 200 Chantilly, VA 20151	Resident Trust Bank Account Program	-
163	24-55744	Oak Grove HealthCare, LLC	Northland Business	12150 Nicollet Avenue Burnsville, MN, 55337	Service Agreement - Internet (Contract No. 20-IND-NOR-21699)	-
164	24-55511	ALPHA HEALTH CARE PROPERTIES, LLC, et al.	OHI ASSET (FL), LLC; CSE ORLANDO -PINAR MANOR TERRACE, LLC; CSE WALNUT COVE L.P.; CSE WOODFIN L.P.; CSE LENOIR L.P.; CSE ARDEN L.P.; CSE KNIGHTDALE L.P.; CSE WALNUT COVE LLC; MIFFLIN RE OWNER LLC; POTTSVILLE RE OWNER LLC; SELINGSGROVE RE OWNER LLC; EVERETT RE OWNER LLC; HAZELTON RE OWNER LLC; OHI ASSET (VA) ASHLAND, LLC; OHI ASSET (VA) NORFOLK - 3900 LLEWELLYN, LLC; FC ENCORE CORE PROPERTIES, LLC; FC ENCORE PROPERTIES B HOLDCO, LLC; FC ENCORE FRANKLINTON, LLC; FC ENCORE BOSSIER CITY I, LLC; FC ENCORE MCCOMB, LLC; FC ENCORE ARCHDALE, LLC; FC ENCORE CARY, LLC; FC ENCORE KANNAPOLIS, LLC; FC ENCORE CHARLOTTE, LLC; OHI ASSET (FL) JACKSONVILLE - 4101 SOUTHPOINT DRIVE, LLC; OHI ASSET (FL) FORT MYERS, LLC; OHI ASSET (FL) ORANGE PARK, LLC; OHI ASSET (FL) SAFETY HARBOR, LLC; OHI ASSET (FL) SEMINOLE, LLC; OHI ASSET (FL) TALLAHASSEE, LLC; FC ENCORE GREEN COVE SPRINGS, LLC; and FC ENCORE PERRY, LLC	c/o Omega Healthcare Investors, Inc. Attn. Daniel J. Booth and Vikas Gupta 303 International Circle, Suite 200 Hunt Valley, MD, 21030	Amended and Restated Subordination and Intercreditor Agreement, as amended	-
165	24-55623	Pavilion at St. Luke Village Facility Operations, LLC	Oscar Health	75 Varick St., 5th Floor New York, NY, 10013	Commercial	-
166	24-55600	Cardinal North Carolina HealthCare, LLC	PACE @ Home	1915 Fairgrove Church Rd SE Newton, NC, 28658	PACE	-
167	24-55746	Gateway HealthCare, LLC	PACE @ Home	1915 Fairgrove Church Rd SE Newton, NC, 28658	PACE	-
168	24-55600	Cardinal North Carolina HealthCare, LLC	Pace @ Home	1915 Fairgrove Church Road SE Newton, NC, 28658	Pace Provider Agreement (Contract No. 16-IND-PAC-15410)	-
169	24-55782	Wilora Lake HealthCare, LLC	PACE at The Southern Piedmont	PACE of The Southern Piedmont, Inc. 6133 The Plaza Charlotte, NC, 28215	PACE	-
170	24-55602	Locust Grove Facility Operations, LLC	Pennsylvania Health & Wellness, Inc	Attn: President Pennsylvania Health & Wellness, Inc. 300 Corporate Center Drive Camp Hill, PA, 17011	Medicaid / Medicare	-
171	24-55685	Manor at St. Luke Village Facility Operations, LLC	Pennsylvania Health & Wellness, Inc	Attn: President Pennsylvania Health & Wellness, Inc. 300 Corporate Center Drive Camp Hill, PA, 17011	Medicaid / Medicare	-
172	24-55623	Pavilion at St. Luke Village Facility Operations, LLC	Pennsylvania Health & Wellness, Inc	Attn: President Pennsylvania Health & Wellness, Inc. 300 Corporate Center Drive Camp Hill, PA, 17011	Medicaid / Medicare	-
173	24-55627	Penn Village Facility Operations, LLC	Pennsylvania Health & Wellness, Inc	Attn: President Pennsylvania Health & Wellness, Inc. 300 Corporate Center Drive Camp Hill, PA, 17011	Medicaid / Medicare	-
174	24-55631	Pennknoll Village Facility Operations, LLC	Pennsylvania Health & Wellness, Inc	Attn: President Pennsylvania Health & Wellness, Inc. 300 Corporate Center Drive Camp Hill, PA, 17011	Medicaid / Medicare	-
175	24-55761	Glenburney HealthCare, LLC	Shared Health Mississippi, Inc.	1 Cameron Hill Circle Attn: President/CEO Chattanooga, TN, 37402	Medicare	-
176	24-55776	Hilltop Mississippi HealthCare, LLC	Shared Health Mississippi, Inc.	1 Cameron Hill Circle Attn: President/CEO Chattanooga, TN, 37402	Medicare	-
177	24-55688	McComb HealthCare, LLC	Shared Health Mississippi, Inc.	1 Cameron Hill Circle Attn: President/CEO Chattanooga, TN, 37402	Medicare	-
178	24-55724	Riley HealthCare, LLC	Shared Health Mississippi, Inc.	1 Cameron Hill Circle Attn: President/CEO Chattanooga, TN, 37402	Medicare	-
179	24-55766	Starkville Manor HealthCare, LLC	Shared Health Mississippi, Inc.	1 Cameron Hill Circle Attn: President/CEO Chattanooga, TN, 37402	Medicare	-

180	24-55784	Winona Manor HealthCare, LLC	Shared Health Mississippi, Inc.	1 Cameron Hill Circle Attn: President/CEO Chattanooga, TN, 37402	Medicare	-
181	24-55507	LaVie Care Centers, LLC	The SSI Group, Inc.	DEPT. #2455, THE SSI GROUP LLC PO BOX 11407 BIRMINGHAM, AL, 35246	Master Service Agreement (Contract No. 16-MAS-THE-14515; 21-AMD-THE-22797; 21-AMD-THE-22848)	-
182	24-55544	Kannapolis HealthCare, LLC	Time Warner Cable Enterprises LLC	PO BOX 6030 CAROL STREAM, IL, 60527	Cable TV, Internet, Phone Services - Renewal (Contract No. 15-IND-TIM-10412)	-
183	24-55519	Hunter Woods HealthCare, LLC	Time Warner Entertainment - Advance/Newhouse Partnership d/b/a Time Warner Cable	PO BOX 6030 CAROL STREAM, IL, 60527	Amendment to Service and Marketing Agreement (Contract No. 15-IND-TIM-17302)	-
184	24-55602	Locust Grove Facility Operations, LLC	UPMC HEALTH PLAN, INC.	UPMC Health Plan Provider Services U.S. Steel Tower 600 Grant Street Pittsburgh, PA, 15219	Commercial / Medicaid / Medicare	-
185	24-55623	Pavilion at St. Luke Village Facility Operations, LLC	UPMC HEALTH PLAN, INC.	UPMC Health Plan Provider Services U.S. Steel Tower 600 Grant Street Pittsburgh, PA, 15219	Commercial / Medicaid / Medicare	-
186	24-55627	Penn Village Facility Operations, LLC	UPMC HEALTH PLAN, INC.	UPMC Health Plan Provider Services U.S. Steel Tower 600 Grant Street Pittsburgh, PA, 15219	Commercial / Medicaid / Medicare	-
187	24-55631	Pennknoll Village Facility Operations, LLC	UPMC HEALTH PLAN, INC.	UPMC Health Plan Provider Services U.S. Steel Tower 600 Grant Street Pittsburgh, PA, 15219	Commercial / Medicaid / Medicare	-
188	24-55759	Skyline Facility Operations, LLC	UPMC HEALTH PLAN, INC.	UPMC Health Plan Provider Services U.S. Steel Tower 600 Grant Street Pittsburgh, PA, 15219	Commercial / Medicaid / Medicare	-
189	24-55536	Augusta Facility Operations, LLC, et al.	Welltower NNN Group LLC	Attn Matthew McQueen, Esq. c/o Welltower Inc. 4500 Dorr Street Toledo, OH, 43615-4040	Landlord Agreement	-
190	24-55507	LaVie Care Centers, LLC	Welltower NNN Group LLC	Attn Matthew McQueen, Esq. c/o Welltower Inc. 4500 Dorr Street Toledo, OH, 43615-4040	Guaranty	-
191	24-55507	LaVie Care Centers, LLC, et al.	Welltower NNN Group LLC	Attn Matthew McQueen, Esq. c/o Welltower Inc. 4500 Dorr Street Toledo, OH, 43615-4040	Intercreditor Agreement	-
192	24-55505	QCPMT, LLC	Welltower NNN Group LLC	4500 Dorr Street Toledo, OH, 43615-4040	Landlord Estoppel	-
193	24-55505	QCPMT, LLC	Welltower NNN Group LLC	Attn Matthew McQueen, Esq. c/o Welltower Inc. 4500 Dorr Street Toledo, OH, 43615-4040	Master Lease Agreement, as amended	-
194	24-55602	Locust Grove Facility Operations, LLC	Zito Media	ATTN DIRECTOR OR OFFICER PO BOX 431 COUDERSPORT, PA, 16915	Service Agreement - Cable and Internet (Contract No. 21-IND-ZIT-23409)	247.64

EXHIBIT B

New Governance Documents

[Form attached]

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
[•], LLC**

This Limited Liability Company Operating Agreement (this “Agreement”) of [•], LLC, a Delaware limited liability company (the “Company”), is dated as of the [•] day of [•], 20[•], by the member set forth on **Schedule A** (together with any other Person who hereafter becomes an additional or substitute Member, together with their successors and permitted assigns, the “Members”).

W I T N E S S E T H:

WHEREAS, the Company was formed on the [•] day of [•], 20[•] upon the filing of the Certificate of Formation (the “Certificate”) with the Delaware Secretary of State (the “Secretary”);

WHEREAS, the Member wishes to set forth the terms and conditions pursuant to which the affairs of the Company and the conduct of its business shall henceforth be governed; and

WHEREAS, capitalized terms used but not defined in this Agreement shall have the meaning set forth on **Schedule B**, which schedule is hereby incorporated into and made part of this Agreement by this reference.

NOW, THEREFORE, in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the “Act”), the Member hereby agrees as follows:

1. Name. The name of the limited liability company is:

[•], LLC

2. Term. The Company shall have perpetual existence, unless the Company is dissolved and its business and affairs wound up in accordance with the provisions of this Agreement or the Act.

3. Purpose. The nature of the business and purpose of the Company shall be to engage in any lawful act permitted by the Act and approved by the Member (the “Company’s Business”).

4. Principal Business Office. The principal business office of the Company shall be located at such place as the Member may from time to time designate.

5. Commercial Registered Office Provider and Registered Office. The Company shall have a registered agent in the state and may change such registered agent from time to time in its discretion.Certificates.

- (a) Certificate of Formation. At the direction of the Member, an “authorized person,” within the meaning of the Act, executed, delivered and filed the Certificate with the Secretary and the Certificate are hereby approved and ratified in all respects. Upon the execution by the Member of this Agreement, such person’s powers as an authorized person ceased, and the

Member became the designated authorized person within the meaning of the Act and shall continue as such. The Member shall execute, deliver and file any other certificates and other filings (and any amendments and/or restatements thereof) necessary or desirable for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

(b) Certificate of Cancellation. The Company shall continue in existence as a separate legal entity until dissolved and a Certificate of Cancellation is filed with the Secretary in accordance with Section 18.

7. Member. The Member is the sole member of the Company and, unless and until any additional member(s) are admitted in accordance with the provisions of this Agreement and the Act, the Member owns all of the limited liability company interests of the Company. The name and business address of the Member is set forth in **Schedule A**. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

8. Management.

(a) Management of the Company Generally. (i) The Company's Business shall be managed by or under the direction of the Member, and (ii) the Member shall have full and complete authority, power and discretion to direct, manage and control the business, affairs and properties of the Company, to make and/or delegate as the Member may elect all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's Business. The Company shall not have "managers", as such term is used in the Act. To the extent of the powers, statutory or otherwise, held by the Member under the Act or set forth in this Agreement, the Member is the agent of the Company for the purpose of the Company's Business, and the actions of the Member taken in accordance with such powers shall bind the Company. In the event of any inconsistency between any terms and conditions contained in this Agreement and any non-mandatory provisions of the Act, the terms and conditions contained in this Agreement shall govern, and in the event of any inconsistency between any items and conditions contained in this Agreement and any mandatory provisions of the Act, the terms and conditions of the Act shall govern.

(b) Authority to Bind the Company. Unless authorized to do so by this Agreement or by the Member, no attorney-in-fact, employee, officer or agent of the Company other than the Member shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable pecuniarily for any purpose.

(c) Delegation. The Member may delegate at any time and from time to time its authority, power and discretion hereunder and/or under the Act (or any portion thereof) to one or more officers of the Company or such other Person designated by the Member. The Member is responsible for supervising the officers or other representatives of the Company.

(d) Authority and Certain Powers of the Member. Without limiting the generality of Section 8(a) above, the Member shall have power and authority, on behalf of the Company:

(i) Acts. To do and perform all acts as may be necessary or appropriate to the conduct of the Company's Business;

(ii) Property. To purchase, hold, sell, exchange, transfer and otherwise acquire and dispose of and exercise all rights, powers, privileges and other incidents of ownership or possession with respect to real and personal property, whether tangible or intangible, held by the Company;

(iii) Insurance. To purchase liability and other insurance to protect the Company's property and the Company's Business;

(iv) Loans. To borrow money and to execute and deliver documents and instruments authorizing the confession of judgment against the Company;

(v) Officers. To appoint from time to time such officers, committees, employees or other agents as the Company's Business may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in this Agreement, or as the Member may from time to time determine. The Member may delegate to any committee the power to elect subordinate officers and to retain or appoint employees or other agents, or committees thereof, and to prescribe the authority and duties of such subordinate officers, committees, employees or other agents. The salaries or other compensation of any other officers, employees and other agents shall be fixed from time to time by the Member or the committee to which the power to elect such officers or to retain or appoint such employees or other agents has been delegated pursuant to this Section 8.

(vi) Documents. To execute, and to authorize Persons to execute, on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, guaranties, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, deeds, bills of sale, leases, partnership agreements, operating agreements of other limited liability companies, including without limitation, of any Affiliate, and any other instruments or documents necessary or advisable, in the opinion of the Member, to the Company's Business;

(vii) Experts. To employ or otherwise engage, employees, accountants, legal counsel, managing agents, or other experts or consultants to perform services for the Company and to compensate them from Company funds; and

(viii) Other Agreements. To authorize the entering into of any and all other agreements on behalf of the Company, with any other Person for any purpose, in such forms as the Member may approve.

(e) Reliance by Third Parties. Persons dealing with the Company shall be entitled to rely on a certificate of any officer of the Company as conclusive evidence of the incumbency of any officer of the Company and its authority to take action on behalf of the Company and shall be entitled to rely on a copy of any resolution or other action taken by the Member, certified by any officer of the Company, as conclusive evidence of such action and of

the authority of the officer referred to in such resolution or other action to bind the Company to the extent set forth therein.

(f) Limited Liability.

(i) Management. The Member shall perform its managerial duties in good faith, in a manner reasonably believed to be in the best interests of the Company, and with such care and business judgment as an ordinarily prudent person in a like position would use under similar circumstances. The Member shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any of its officers, employees or committees of the Company, or by any other person, as to matters the Member reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits or losses of the Company or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be made.

(ii) No Personal Liability. Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

(iii) Duty of Managing Member. The Member, acting in the capacity of a manager of the Company, shall not owe any fiduciary duties to the Company.

(g) Bank Accounts. The Member may from time to time open bank accounts in the name of the Company, and any officer or authorized representative of the Company designated by the Member, as may be determined from time to time by the Member, shall be the sole signatory or signatories thereon, unless the Member determines otherwise.

(h) Compensation. The Company shall reimburse the Member for its reasonable expenses incurred in connection with its services to the Company.

9. Additional Contributions. The Member is not required to make any additional capital contributions to the Company.

10. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

11. Membership Interests Un-certificated. Limited liability membership interests in the Company shall be un-certificated.

12. Tax Treatment. It is intended that so long as the Company has a single equity owner for U.S. federal income tax purposes, the Company shall be disregarded as an entity separate from that sole owner, and if the Company has more than one equity owner for U.S. federal income tax purposes, the Company shall be classified as a partnership for U.S. federal income tax purposes. Neither the Company nor any member shall make any election to classify the Company in a manner

other than as a disregarded entity or partnership, as just described, without the consent of all the Members, and shall not take any position on any tax return that is inconsistent with the treatment of the Company as a disregarded entity or partnership, as just described.

13. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law.

14. Transfer of Membership Interest. The Member may transfer, sell, convey and assign, in whole or in part, its limited liability company interest in the Company as it may determine in its sole discretion. Any permitted transferee shall be admitted to the Company as a member of the Company effective upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Any such transferee may receive an interest in the Company without making a contribution or being obligated to make a contribution to the Company. If a member transfers all of its limited liability company interest in the Company pursuant to this Section 14, such member shall cease to be a member of the Company effective immediately following consummation of such transfer and the transferee's execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Notwithstanding anything in this Agreement to the contrary, any successor to the Member by merger or consolidation shall, without further act, be the Member hereunder, and such appointment shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

15. Resignation of the Member. Any member of the Company may resign from the Company at any time by giving thirty (30) days' written notice to the Company. If the Member resigns pursuant to this Section 15, an additional member of the Company designated by the Member shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the resignation and, immediately following such admission, the resigning Member shall cease to be a member of the Company. If any member resigns pursuant to this Section 15, it shall not have the right to receive any payment or other distribution at the time of such resignation (including, without limitation, the fair value of its limited liability company interest), other than any distribution to which such member is otherwise entitled, as of the date of resignation, to receive under Section 13.

16. Admission of Additional Member(s). One or more persons may be admitted as additional members of the Company from time to time with the consent of the Member. Each such person shall be admitted as an additional member of the Company at the time such person (i) executes this Agreement or a counterpart of this Agreement (or an amendment and restatement of this Agreement which is also executed by all other members) and (ii) is named as a member of the Company on **Schedule A** hereto or thereto. If the Company is or becomes taxable as a partnership, the Member agrees to cooperate in good faith to amend and restate this Agreement in consideration of the applicable partnership tax rules.

17. Indemnification.

(a) Definitions. For the purposes of this Section 17, the following terms shall have the following meanings:

(i) “Indemnified Capacity” means any and all past, present and future service by an Indemnified Representative in one or more capacities as a member, manager, officer, employee or agent of the Company, or, at the request of the Company, as a member, manager, officer, employee, agent, fiduciary or trustee of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise.

(ii) “Indemnified Representative” means any and all members, managers, officers, employees and agents of the Company and any other person designated as an Indemnified Representative by the Member (which may, but need not, include any person serving at the request of the Company, as a member, manager, officer, employee, agent, fiduciary or trustee of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity or enterprise).

(iii) “Liability” means any damage, judgment, amount paid in settlement, fine, penalty, punitive damages, excise tax assessed with respect to an employee benefit plan, or cost or expense of any nature (including, without limitation, reasonable attorneys’ fees and disbursements).

(iv) “Proceeding” means any threatened, pending or completed action, suit, appeal or other proceeding of any nature, whether civil, criminal, administrative or investigative, whether formal or informal, and whether brought by or in the right of the Company, a class of its members, or security holders or otherwise.

(b) Indemnification by the Company.

(i) Expenses. Unless limited by the Certificate, an Indemnified Representative who has been successful, on the merits or otherwise, in the defense of any Proceeding, or in the defense of any claim, issue or matter in the Proceeding, shall be indemnified against reasonable expenses incurred by the Indemnified Representative in connection with the Proceeding, claim, issue or matter in which the Indemnified Representative was successful.

(ii) In General. The Company shall indemnify an Indemnified Representative against any Liability incurred in connection with any Proceeding in which the Indemnified Representative may be involved as a party or otherwise by reason of the fact that such person is or was serving in an Indemnified Capacity, including, without limitation, any Liability resulting from any actual or alleged breach or neglect of duty, error, misstatement or misleading statement, negligence, gross negligence or act giving rise to strict or products liability, except:

(A) where such indemnification is expressly prohibited by applicable law;

(B) where it has been finally determined:

- (1) that the act or omission of the Indemnified Representative was material to the matter giving rise to the Proceeding; and
 - (i) was committed in bad faith; or
 - (ii) was the result of active and deliberate dishonesty; or
 - (2) that the Indemnified Representative actually received an improper personal benefit in money, property or services; or
 - (3) in the case of any criminal Proceeding, that the Indemnified Representative had reasonable cause to believe that the act or omission was unlawful; or
- (C) to the extent such indemnification has been finally determined in a final adjudication to be otherwise unlawful.

(iii) Partial Indemnification. If an Indemnified Representative is entitled to indemnification in respect of a portion, but not all, of any Liability to which such Indemnified Representative may be subject, the Company shall indemnify such Indemnified Representative to the maximum extent for such portion of that Liability.

(iv) Settlement. Except as provided in clause (v) below, the termination of a Proceeding by judgment, order or settlement shall not create a presumption that the Indemnified Representative is not entitled to indemnification.

(v) Termination of a Proceeding. The termination of a Proceeding by conviction, or a plea of nolo contendere or its equivalent, or an entry of an order of probation prior to judgment, creates a rebuttable presumption that the Indemnified Representative is not entitled to indemnification.

(vi) Successful Defense Indemnified. To the extent that an Indemnified Representative of the Company has been successful on the merits or otherwise in defense of any Proceeding or in defense of any claim, issue or matter therein, such Indemnified Representative shall be indemnified against expenses (including attorneys' fees and disbursements) actually and reasonably incurred by such Indemnified Representative in connection therewith.

(c) Proceedings Initiated by Indemnified Representatives. Notwithstanding any other provision of this Section 17, the Company shall not indemnify under this Section 17 an Indemnified Representative for any Liability incurred in a Proceeding initiated (which shall not be deemed to include counterclaims or affirmative defenses) or participated in as an intervenor or *amicus curiae* by such Indemnified Representative seeking indemnification except for a proceeding brought to enforce indemnification under this Section 17 or unless such initiation of or participation in the Proceeding is authorized, either before or after its commencement, by the Member. This paragraph does not apply to reimbursement of expenses incurred in successfully

prosecuting or defending the rights of an Indemnified Representative granted by or pursuant to this Section 17.

(d) Advancing Expenses. The Company may pay the expenses (including reasonable attorneys' fees and disbursements) incurred in good faith by an Indemnified Representative in advance of the final disposition of a Proceeding described in Section 17(b) or the initiation of or participation in such Proceeding which is authorized pursuant to Section 17(c) upon receipt by the Company of (i) a written affirmation by the Indemnified Representative of the Indemnified Representative's good faith belief that the standard of conduct necessary for indemnification by the Company has been met; and (ii) of an undertaking by or on behalf of the Indemnified Representative to repay the amount if it is ultimately determined that such Indemnified Representative is not entitled to be indemnified by the Company pursuant to this Section 17. The financial ability of an Indemnified Representative to repay an advance shall not be a prerequisite to the making of such advance.

(e) Securing of Indemnification Obligations. To further effect, satisfy or secure the indemnification obligations provided in this Section 17 or otherwise, the Company may maintain insurance, obtain a letter of credit, act as self-insurer, create a reserve, trust, escrow, cash collateral or other fund or account, enter into indemnification agreements, pledge or grant a security interest in any assets or properties of the Company, or use any other mechanism or arrangement whatsoever in such amounts, at such costs, and upon such other terms and conditions as the Member shall deem appropriate. Absent fraud, the determination of the Member with respect to such amounts, costs, terms and conditions shall be conclusive against the present and future members of the Company and all security holders and officers of the Company and shall not be subject to voidability.

(f) Payment of Indemnification. An Indemnified Representative shall be entitled to indemnification within thirty (30) days after a written request for indemnification has been delivered to the secretary of the Company. The indemnification pursuant to this Section 17 shall be made only from the assets of the Company and no Member shall be personally liable therefor.

(g) Contribution. If the indemnification provided for in this Section 17 or otherwise is unavailable for any reason in respect of any Liability or portion thereof, the Company shall contribute to the Liabilities to which the Indemnified Representative may be subject in such proportion as is appropriate to reflect the intent of this Section 17 or otherwise.

(h) Contract Rights; Amendment or Repeal. All rights under this Section 17 shall be deemed a contract between the Company and each Indemnified Representative pursuant to which the Company and each Indemnified Representative intend to be legally bound. Any repeal, amendment or modification hereof shall be prospective only and shall not affect any rights or obligations then existing.

(i) Scope of this Section. The rights granted by this Section 17 shall not be deemed exclusive of any other rights to which those seeking indemnification, contribution or advancement of expenses may be entitled under any statute, agreement or otherwise, both as to action in an Indemnified Capacity and as to action in any other capacity. The indemnification,

contribution and advancement of expenses provided by or granted pursuant to this Section 17 shall continue as to a person who has ceased to be an Indemnified Representative in respect of matters arising prior to such time, and shall inure to the benefit of the heirs, executors, administrators and personal representatives of each such person.

(j) Reliance on Provisions. Each person who shall act as an Indemnified Representative shall be deemed to be doing so in reliance upon the rights of indemnification, contribution and advancement of expenses provided by this Section 17.

(k) Exculpation. Notwithstanding any other provisions of this Agreement, whether express or implied, or any obligation or duty at law or in equity, none of the Indemnified Representatives shall be liable to the Company or any other Person for any act or omission (in relation to the Company, its property or the conduct of its business or affairs, this Agreement, any related document or any transaction or investment contemplated hereby or thereby) taken or omitted by an Indemnified Representative in the reasonable belief that such act or omission is in or is not contrary to the best interests of the Company and is within the scope of authority granted to such Indemnified Representative by this Agreement, provided such act or omission does not constitute fraud, willful misconduct, bad faith or gross negligence.

18. Dissolution.

(a) In General. The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company's Business is continued in a manner permitted by this Agreement or the Act, (ii) the determination of the Member to dissolve the Company or (iii) the entry of a decree of judicial dissolution under the Act.

(b) Bankruptcy or Insolvency of Member. Notwithstanding any other provision of this Agreement or the Act, the bankruptcy or insolvency of any member of the Company shall not cause such member to cease to be a member of the Company and upon the occurrence of such an event, the Company's Business shall continue without dissolution.

(c) Company Waiver. Notwithstanding any other provision of this Agreement or the Act, each member of the Company waives any right it might have to agree in writing to dissolve the Company upon the bankruptcy or insolvency of such member or any other member of the Company or the occurrence of any other event that causes such member or any other member of the Company to cease to be a member of the Company.

(d) Winding Up of the Company. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in the Act.

(e) Termination of the Company's Existence. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company shall have been distributed to the Member in the manner provided

for in this Agreement and (ii) the Certificate shall have been dissolved and canceled by the filing of a Certificate of Cancellation in the manner required by the Act.

19. Title to Property. All property owned by the Company shall be owned by the Company as an entity and no Member shall have any ownership interest in such property in its individual name, and the Member's interest in the Company shall be personal property for all purposes. The Company shall hold title to all of its property in the name of the Company and not in the name of the Member.

20. Rights of Agent.

(a) Notwithstanding anything to the contrary set forth in this Agreement, the membership interests issued hereunder or covered hereby may be pledged to a lender. The pledge of such membership interests shall not cause the Member to cease to be a Member or, except as otherwise provided in such pledge agreement or other financing documents (as may be defined in a pledge agreement), to have the power to exercise any rights or powers of the Member and neither agent nor any lender shall have any liability as a result of such pledge.

(b) The right of agent to enforce its rights and remedies under a pledge agreement and other financing documents hereby is acknowledged and any such action taken in accordance therewith shall be valid and effective for all purposes under this Agreement (regardless of any restrictions herein contained) and any assignment, sale or other disposition of the membership interests by an agent pursuant to a pledge agreement or other financing documents in connection with the exercise of an agent's rights and powers shall be valid and effective for all purposes, to transfer all right, title and interest of the applicable Member hereunder to an agent or any other person (each a "Transferee"), including, without limitation, the rights to participate in the management of the business and the business affairs of the Company, to share profits and losses, to receive distributions and to receive allocation of income, gain, loss, deduction, credit or similar item, and such Transferee shall be a Member of the Company, with all rights and powers of a Member. Such assignment shall not constitute an event of dissolution or cause the termination of the Company under this Agreement. Further, neither agent nor any such Transferee shall be liable for the obligations of the Member assignor to make contributions. Any limitations contained in this Agreement inconsistent with the provisions of a pledge agreement or this Article shall be deemed waived, void and of no further force and effect until all of the obligations (as may be defined in a pledge agreement) have been fully and indefeasibly paid. The Member approves the foregoing and agrees that no further approval shall be required for the exercise of any rights or remedies under a pledge agreement or other financing documents.

21. Inurement. This Agreement shall be binding on, and inure to the benefit of, all parties hereto, their successors and assigns to the extent, but only to the extent, that assignment is made in accordance with, and permitted by, the provisions of this Agreement.

22. Severability of Provisions. Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

23. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

24. Amendments. This Agreement may be amended from time to time by a written agreement executed by the Member.

25. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to its conflicts of laws principles), all rights and remedies being governed by said laws.

26. Construction. Whenever the context requires, references in this Agreement to the singular number shall include the plural, and words denoting gender shall include the masculine, feminine and neuter. The recitals above and the schedules attached hereto are true, correct and complete in all respects and are hereby made a part of this Agreement and are deemed incorporated herein in full.

27. Headings. The headings in this Agreement are for convenience only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any of its provisions.

28. Waiver. The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act that would have originally constituted a violation from having the effect of an original violation.

29. Cumulative Remedies. The rights and remedies provided under this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right of such party to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

30. Notices. Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed by registered or certified mail, return receipt requested, postage prepaid, or delivered to a recognized overnight courier service with guaranteed next day delivery or sent by telecopy, electronic mail or other similar form of rapid transmission (with confirmation received), and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to:

[●]

Attention: [●]

(b) in the case of any member of the Company, to such member at its address as listed on **Schedule A** and (c) in the case of either of the foregoing, at such other address as may be designated by written notice to the other party.

31. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any signature delivered by electronic or facsimile transmission shall be deemed to be an original signature page to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement to be effective as of the date first written above.

[●], LLC

By: _____

Name: [●]

Title: [●]

Schedule A

Sole Member

Name	Mailing Address	Percentage Interest
[•]	[•]	100%

Schedule B

Definitions

“Affiliate” shall mean as to any Person any other Person that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with such first Person.

“Control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) means the ownership or control of securities possessing at least 50% of the voting power of all outstanding voting securities of a Person or the power to otherwise direct or cause the direction of the management, policies and/or decision making of such a Person, whether through the ownership of voting stock or similar rights or otherwise.

“Person” shall mean any individual, limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person as the context may require.

EXHIBIT C

Identities of the New Board

The identities of the members of the New Board are still being determined. The Debtors will file an amended version of the Plan Supplement in advance of confirmation, which will reflect the identities of the New Board.

EXHIBIT D

Identity of the GUC Trustee

Ryniker Consultants LLC

EXHIBIT E

Schedule of Assumed Administrative and Priority Claims

<i>Administrative & Priority Claims</i>	
Accrued Payroll, Benefit & Taxes	\$5,700,000
Accrued Accounts Payable	\$3,105,000
Provider Taxes & Penalties	\$2,420,000
Employee Health Insurance Claims	\$1,300,000
Business Taxes	\$275,000
Total Administrative & Priority Claims	\$12,800,000

EXHIBIT F

Restructuring Transactions Memorandum

[Attached]

Restructuring Transactions Memorandum

This restructuring transactions memorandum (this “Restructuring Transactions Memorandum”) sets forth a summary description of the proposed Restructuring Transactions to be effectuated prior to or on the Effective Date in connection with the [Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization [Docket No. 481]] (as may be amended, modified, or supplemented from time to time in accordance with its terms, including in any order entered in connection therewith, the “Plan”).¹ Until the Effective Date, the steps set forth below are subject to modification in a manner that is not inconsistent with the Plan.² To the extent there is any inconsistency between this Restructuring Transactions Memorandum and the Plan, the Plan shall govern. Unless otherwise specified, the following steps shall occur at, or within the ranges of, the times and in the order set forth below:

1. Following the entry of an order confirming the Plan, and on or before the Effective Date:
 - a. LV Operations I, LLC shall elect to be treated as a corporation for U.S. federal income tax purposes by filing Form 8832 with a conversion date of [September 30, 2024].³
 - b. An agent of the Plan Sponsor shall form the entities identified as “new” and set forth on Exhibit A.⁴
2. On the Effective Date, but following the consummation of the transactions set forth above:
 - a. The GUC Trust shall be formed and the Debtors shall transfer the GUC Trust Assets to the GUC Trust.
 - b. Existing Interests in LV Operations I, LLC shall be cancelled, released, discharged and extinguished.
 - c. LV Operations I, LLC and/or such other Debtors as determined by the Plan Sponsor shall issue new membership interests to the Plan Sponsor or its designee in exchange for the Plan Sponsor Contribution. Upon consummation of this step, the Plan Sponsor or its designee owns all of the issued and outstanding membership interests in LV Operations I, LLC and/or such other Debtors as applicable.
 - d. Intercompany Interests shall be reinstated so as to maintain the organization structure of the Debtors as such structure is set forth on Exhibit A. Unless otherwise determined by the Plan Sponsor, on or after the Effective Date, all other Debtor entities other than those set forth on Exhibit A, including the

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed to such terms in the Plan.

² This Restructuring Transactions Memorandum is subject to modification to maximize tax efficiency.

³ Corporate steps for, and timing of, conversion subject to continuing review.

⁴ Subject to continuing review.

entities set forth on Exhibit B, shall be dissolved or otherwise merged out of existence in furtherance of the Plan.

- e. [] and the other parties thereto, as Borrowers, and the ABL Lenders shall enter into the ABL Exit Facility.

It is the intention of the Debtors, Reorganized Debtors, and Holders of Claims that the order of the steps contained in this Restructuring Transactions Memorandum be treated for U.S. federal and all applicable state and local tax purposes as occurring independently and in the order and timing set forth above. The Debtors, Reorganized Debtors, and Holders of Claims agree to file all tax returns consistently with, and take no position that is inconsistent with, such order, unless otherwise required by a “determination” within the meaning of Section 1313(a) of the Internal Revenue Code of 1986, as amended.

This Restructuring Transactions Memorandum is subject to ongoing review, revision, and modification and this Restructuring Transactions Memorandum may be amended, modified, or revised as permitted by the Plan or any order of the Bankruptcy Court.

EXHIBIT A
(NEW STRUCTURE)

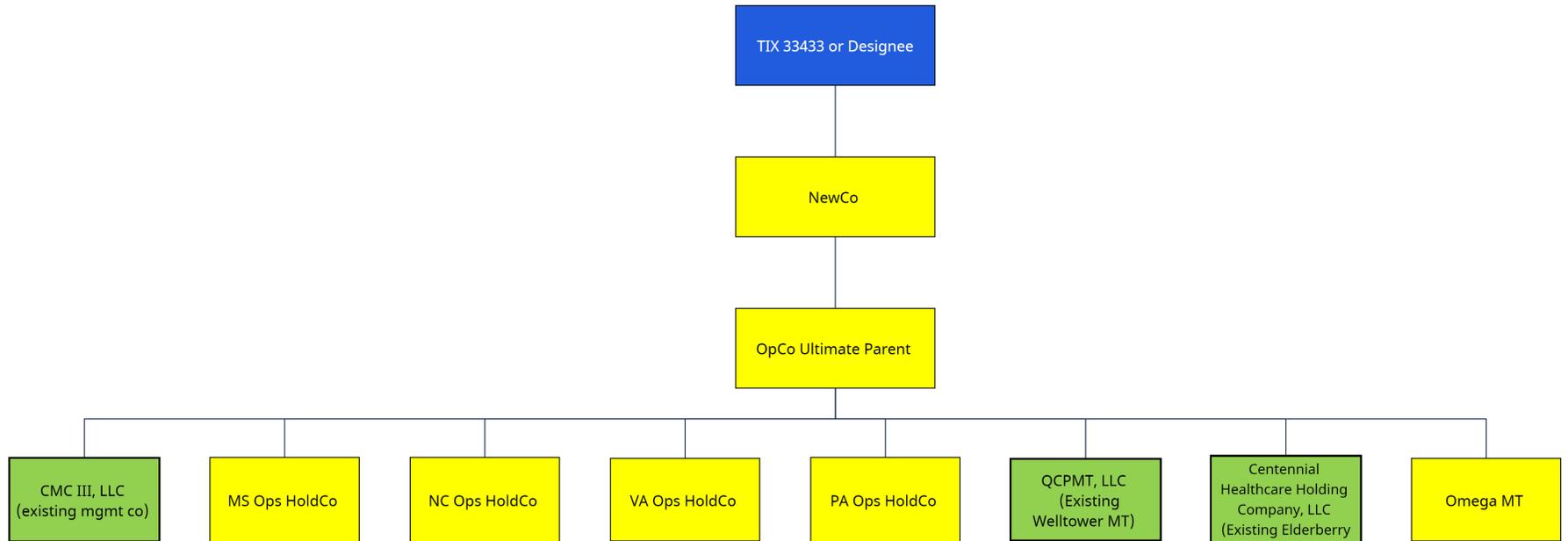
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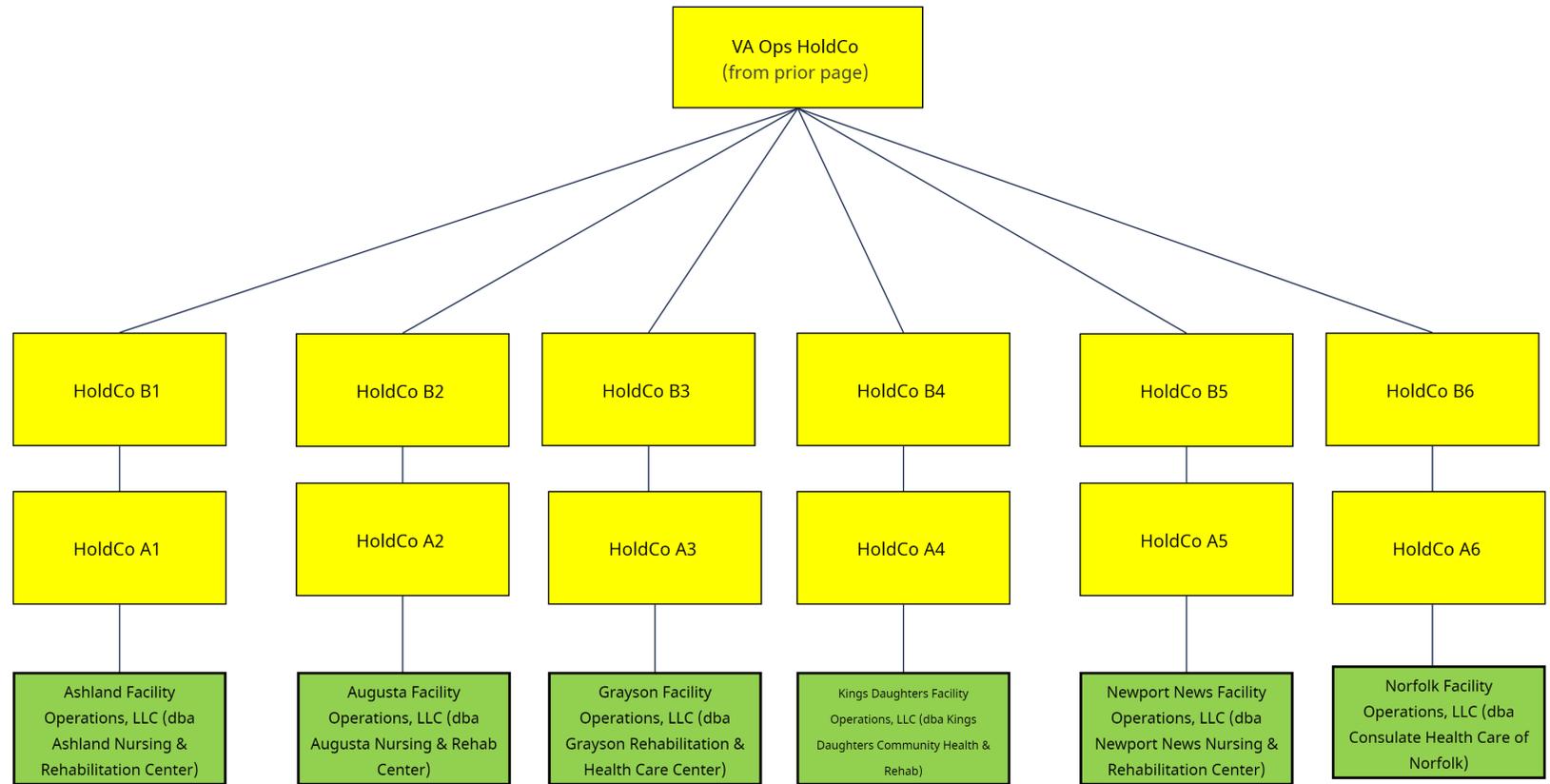
- New Entity
- Existing Debtor
- Plan Sponsor

Reorganized Debtors

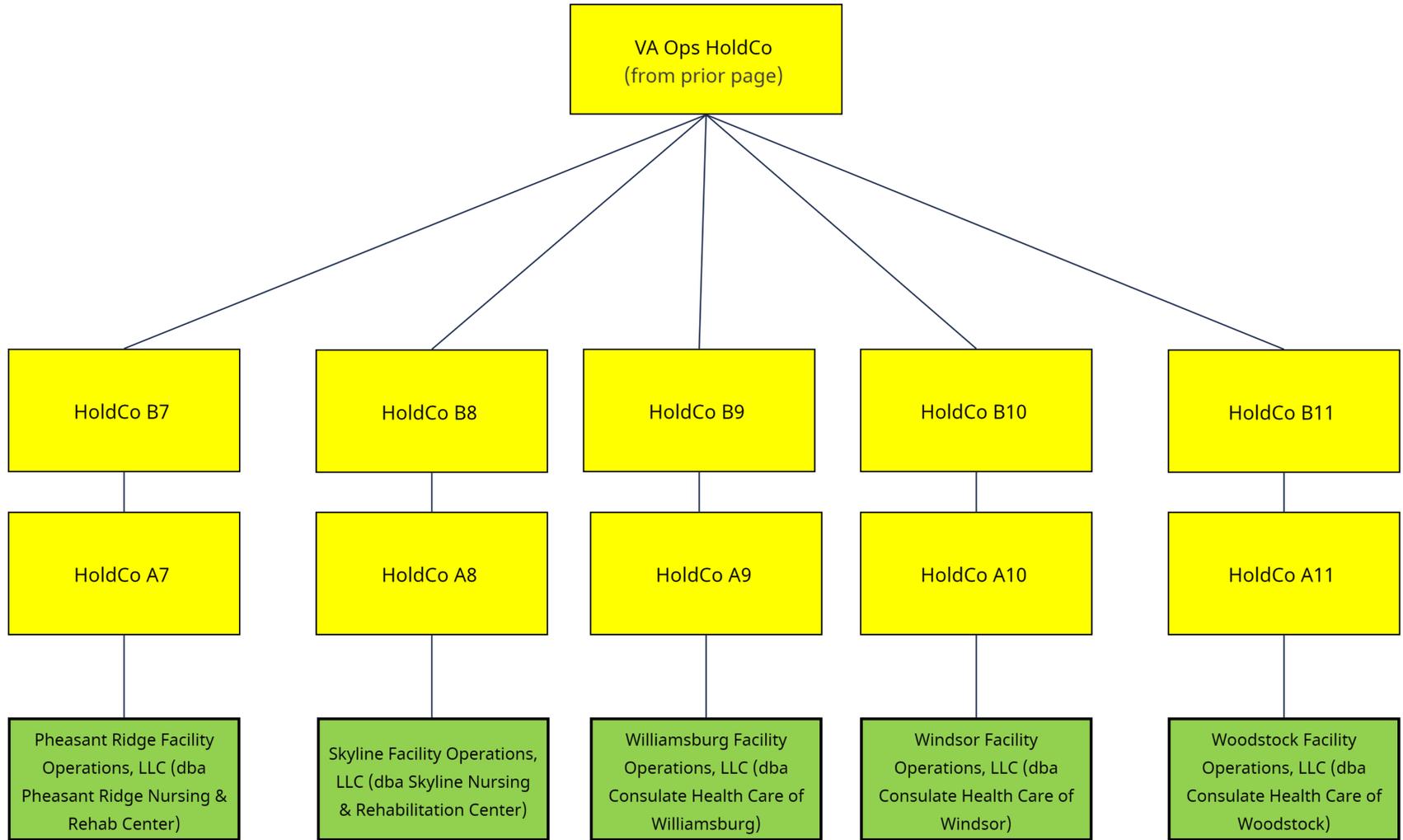
Draft Organization chart



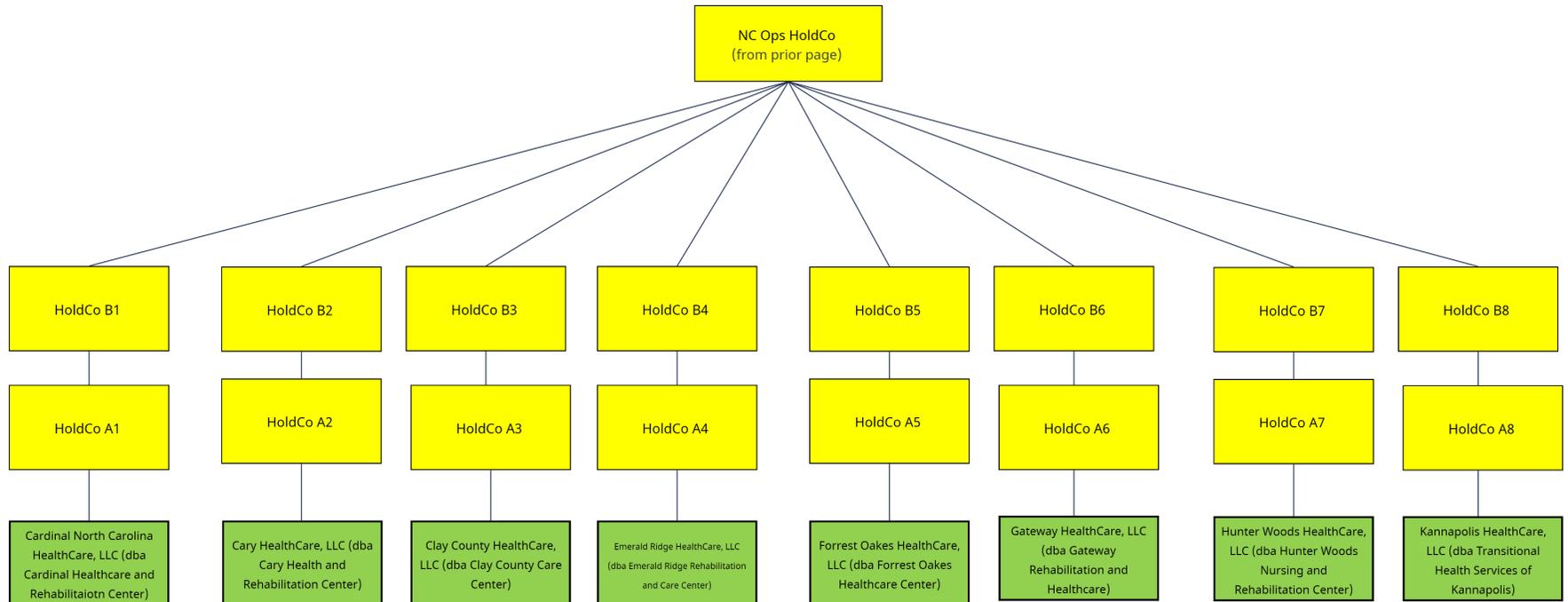
Virginia OpCo Subsidiaries (1 of 2)



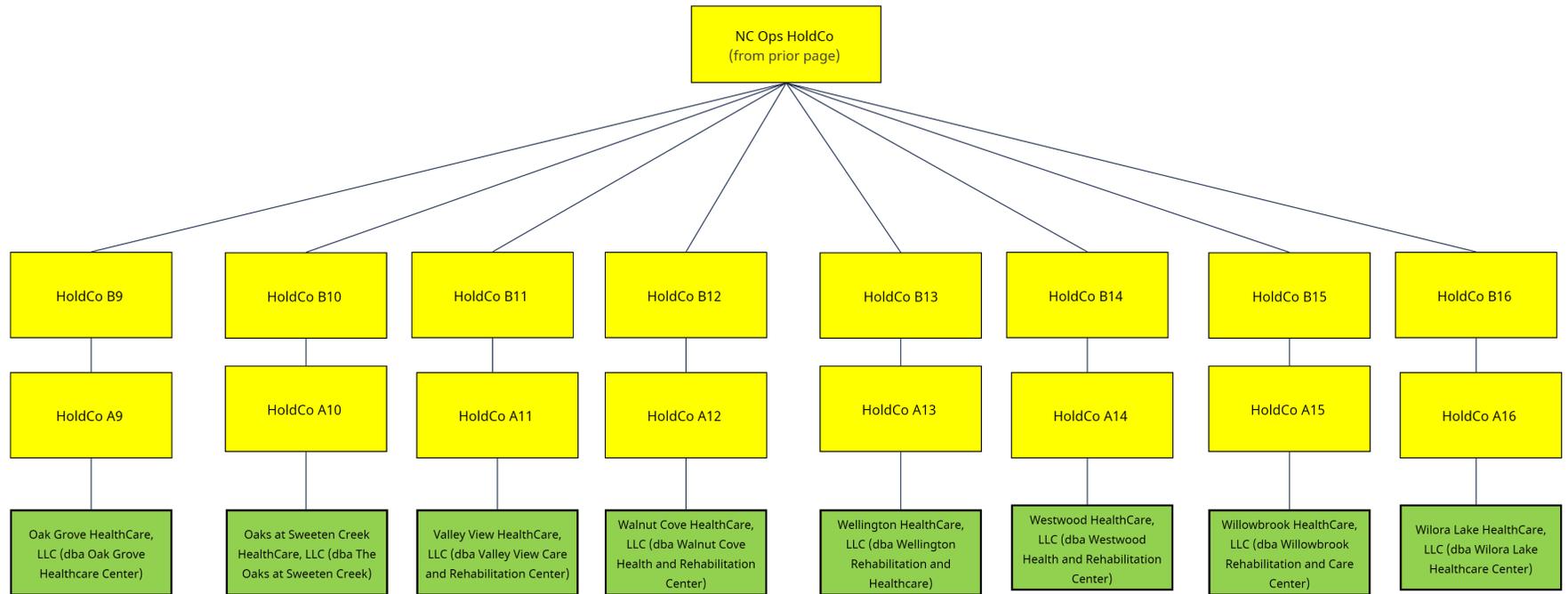
Virginia OpCo Subsidiaries (2 of 2)



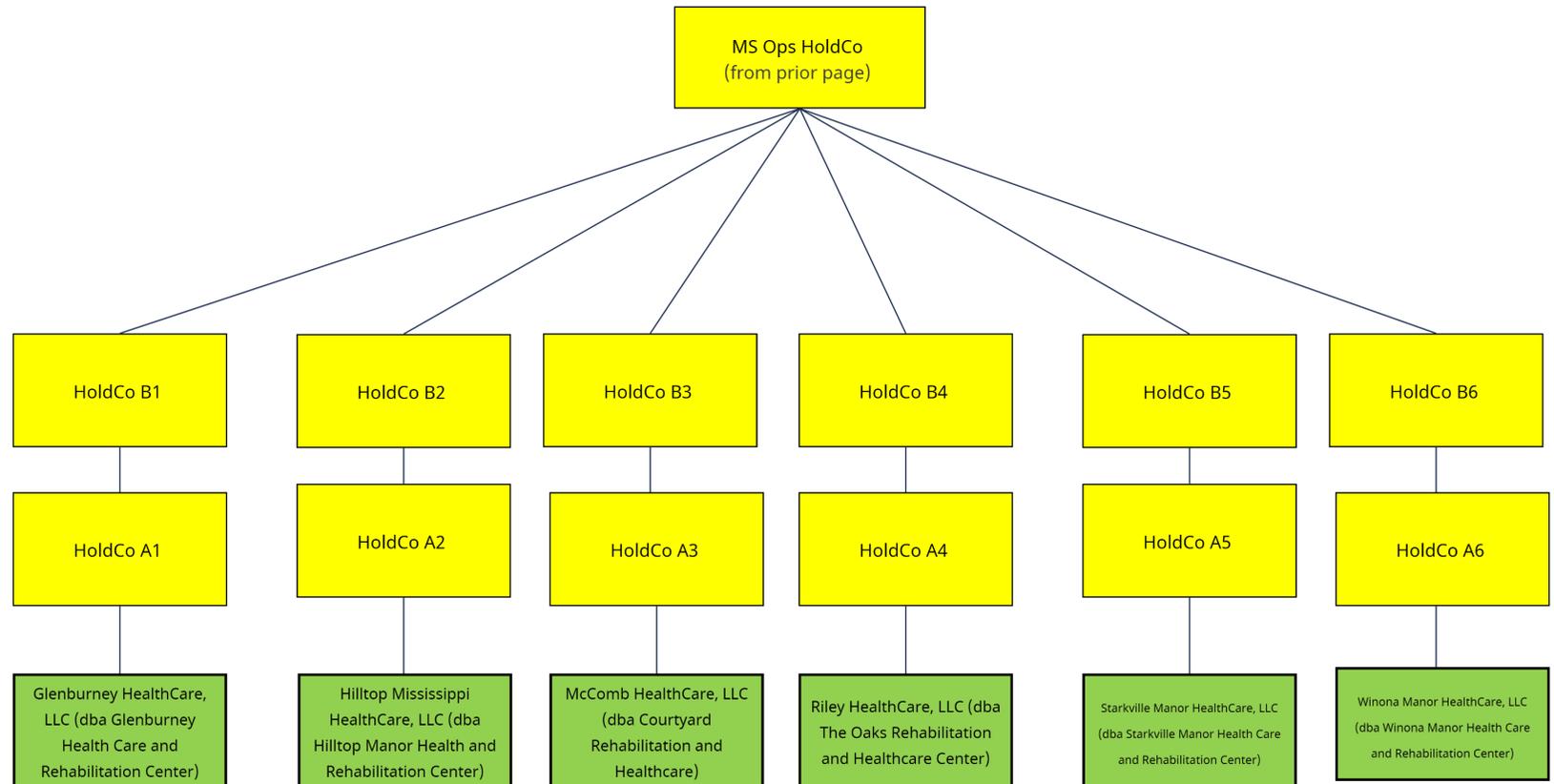
North Carolina OpCo Subsidiaries (1 of 2)



North Carolina OpCo Subsidiaries (2 of 2)



Mississippi OpCo Subsidiaries



Pennsylvania OpCo Subsidiaries

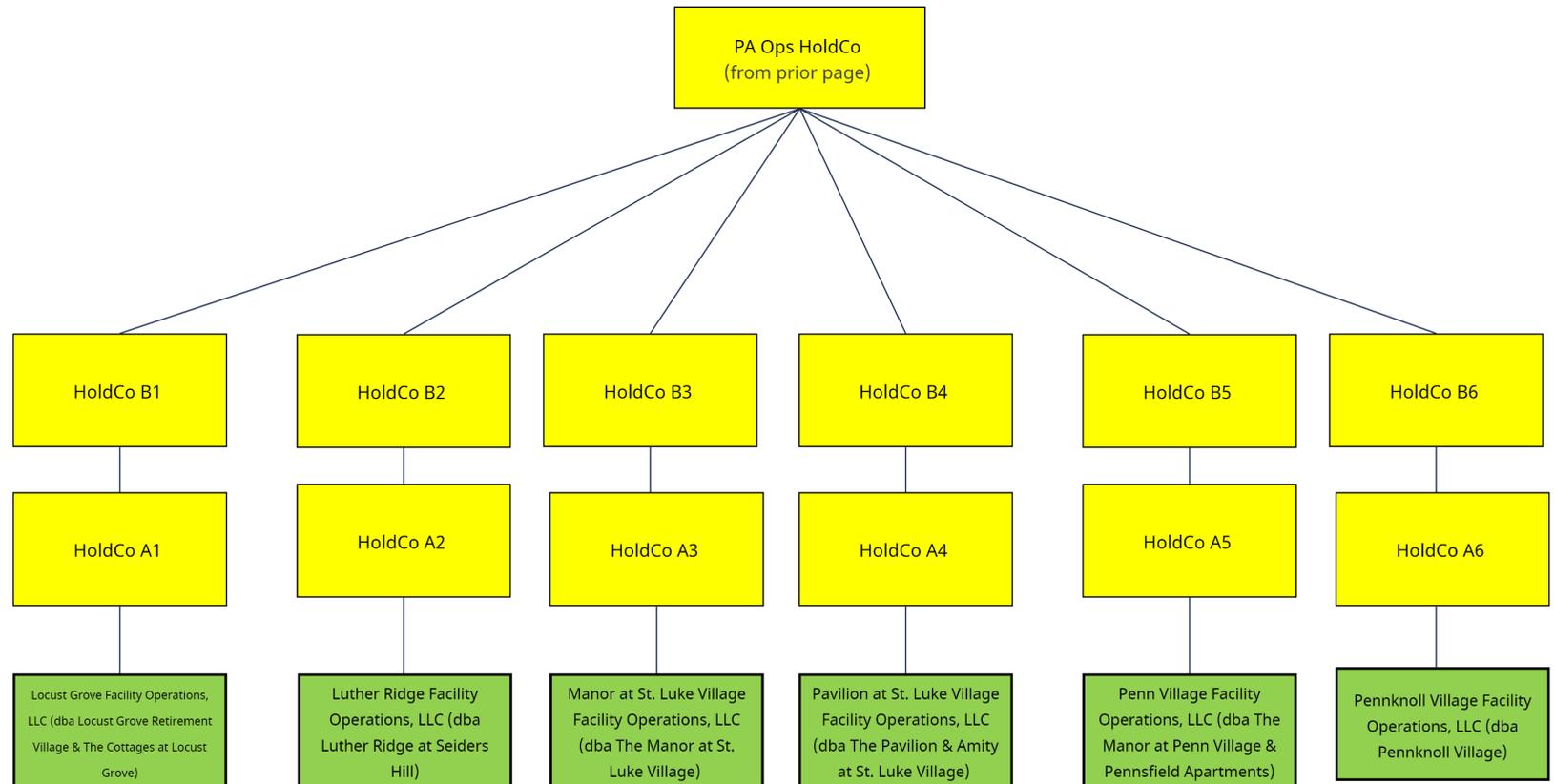


EXHIBIT B

(LIST OF REORGANIZED DEBTORS TO BE DISSOLVED)

Current D/B/A	Entity Legal Name	State of Formation
University Hills Health and Rehabilitation	10040 Hillview Road Operations LLC	FL
Wedgewood Healthcare Center	1010 Carpenters Way Operations LLC	FL
Bay Breeze Health and Rehabilitation Center	1026 Albee Farm Road Operations LLC	FL
Lakeside Oaks Care Center	1061 Virginia Street Operations LLC	FL
Englewood Healthcare and Rehabilitation Center	1111 Drury Lane Operations LLC	FL
Keystone Rehabilitation and Health Center	1120 West Donegan Avenue Operations LLC	FL
Harts Harbor Health Care Center	11565 Harts Road Operations LLC	FL
Spring Hill Health and Rehabilitation Center	12170 Cortez Boulevard Operations LLC	FL
Island Health and Rehabilitation Center	125 Alma Boulevard Operations LLC	FL
Heron Pointe Health and Rehabilitation	1445 Howell Avenue Operations LLC	FL
Brandon Health and Rehabilitation Center	1465 Oakfield Drive Operations LLC	FL
Magnolia Health and Rehabilitation Center	1507 South Tuttle Avenue Operations LLC	FL
Colonial Lakes Health Care	15204 West Colonial Drive Operations LLC	FL
Vista Manor	1550 Jess Parrish Court Operations LLC	FL
Harbor Beach Nursing and Rehabilitation Center	1615 Miami Road Operations LLC	FL
Health and Rehabilitation Centre at Dolphins View, The	1820 Shore Drive Operations LLC	FL
Deltona Health Care	1851 Elkcam Boulevard Operations LLC	FL
Sea Breeze Health Care	1937 Jenks Avenue Operations LLC	FL
Destin Healthcare and Rehabilitation Center	195 Mattie M. Kelly Boulevard Operations LLC	FL
Coral Trace Health Care	216 Santa Barbara Boulevard Operations LLC	FL

Current D/B/A	Entity Legal Name	State of Formation
Health Center at Brentwood	2333 North Brentwood Circle Operations LLC	FL
SeaView Nursing and Rehabilitation Center	2401 NE 2nd Street Operations LLC	FL
Heritage Park Rehabilitation and Healthcare	2826 Cleveland Avenue Operations LLC	FL
Habana Health Care Center	2916 Habana Way Operations LLC	FL
Coral Bay Healthcare and Rehabilitation	2939 South Haverhill Road Operations LLC	FL
Grand Oaks Health and Rehabilitation Center	3001 Palm Coast Parkway Operations LLC	FL
Heritage Healthcare Center at Tallahassee	3101 Ginger Drive Operations LLC	FL
Oakbridge Healthcare Center	3110 Oakbridge Boulevard Operations LLC	FL
Evans Health Care	3735 Evans Avenue Operations LLC	FL
Countryside Rehab and Healthcare Center	3825 Countryside Boulevard Operations LLC	FL
Rosewood Health and Rehabilitation Center	3920 Rosewood Way Operations LLC	FL
Hillcrest Health Care and Rehabilitation Center	4200 Washington Street Operations LLC	FL
Plantation Bay Rehabilitation Center	4641 Old Canoe Creek Road Operations LLC	FL
Shoal Creek Rehabilitation Center	500 South Hospital Drive Operations LLC	FL
Renaissance Health and Rehabilitation	5065 Wallis Road Operations LLC	FL
Fletcher Health and Rehabilitation Center	518 West Fletcher Avenue Operations LLC	FL
The Palms Rehabilitation and Healthcare Center	5405 Babcock Street Operations LLC	FL
Fort Pierce Health Care	611 South 13th Street Operations LLC	FL
Emerald Shores Health and Rehabilitation	626 North Tyndall Parkway Operations LLC	FL
Bradenton Health Care	6305 Cortez Road West Operations LLC	FL
Wood Lake Health and Rehabilitation Center	6414 13th Road South Operations LLC	FL
Oaktree Healthcare	650 Reed Canal Road Operations LLC	FL

Current D/B/A	Entity Legal Name	State of Formation
North Florida Rehabilitation and Specialty Care	6700 NW 10th Place Operations LLC	FL
Central Park Healthcare and Rehabilitation Center	702 South Kings Avenue Operations LLC	FL
Lake Mary Health and Rehabilitation Center	710 North Sun Drive Operations LLC	FL
Beneva Lakes Assisted Living Center	741 South Beneva Road Operations LLC	FL
Beneva Lakes Healthcare and Rehabilitation Center	741 South Beneva Road Operations LLC	FL
Heritage Healthcare and Rehabilitation Center	777 Ninth Street North Operations LLC	FL
Rio Pinar Health Care	7950 Lake Underhill Road Operations LLC	FL
Bardmoor Oaks Healthcare and Rehabilitation Center	9035 Bryan Dairy Road Operations LLC	FL
Parks Healthcare and Rehabilitation Center, The	9311 South Orange Blossom Trail Operations LLC	FL
San Jose Health and Rehabilitation Center	9355 San Jose Boulevard Operations LLC	FL
N/A	Alpha Health Care Properties, LLC	FL
N/A	Ambassador Ancillary Services, LLC	OH
N/A	Ambassador Rehabilitative Services, LLC	FL
Ashton Court Care and Rehabilitation Centre	Ashton Court HealthCare, LLC	DE
Assisted Living at Frostburg Village	Assisted Living at Frostburg Village Facility Operations, LLC	OH
N/A	Augusta Health Care Properties, LLC	FL
Baya Pointe Nursing and Rehabilitation Center	Baya Nursing and Rehabilitation, LLC	DE
Consulate Health Care of Bayonet Point	Bayonet Point Facility Operations, LLC	OH
Heritage Manor of Bossier	Bossier HealthCare, LLC	DE
Consulate Health Care of Brandon	Brandon Facility Operations, LLC	OH
Brentwood Retirement Community	Brentwood Meadow Health Care Associates, LLC	FL

Current D/B/A	Entity Legal Name	State of Formation
	Briley Facility Operations, LLC	OH
Brownsboro Hills Health Care and Rehabilitation Center	Brownsboro Hills HealthCare, LLC	DE
N/A	Canonsburg Property Investors, LLC	FL
Capital Healthcare Center (aka Seven Hills Health and Rehabilitation Center - Subleased)	Capital Health Care Associates, LLC	FL
	Carey Facility Operations, LLC	OH
Brookshire, The	Catalina Gardens Health Care Associates, LLC	FL
N/A	Catalina Health Care Associates, LLC	FL
N/A	Centennial Acquisition Corporation	GA
N/A	Centennial Employee Management, LLC	DE
N/A	Centennial Five Star Master Tenant, LLC	DE
N/A	Centennial HealthCare Corporation	GA
N/A	Centennial HealthCare Investment Corporation	GA
N/A	Centennial HealthCare Management Corporation	GA
N/A	Centennial HealthCare Properties Corporation	GA
N/A	Centennial HealthCare Properties, LLC	DE
N/A	Centennial Management Investment, LLC	DE
N/A	Centennial Master Subtenant, LLC	DE
N/A	Centennial Master Tenant, LLC	DE
N/A	Centennial Newco Holding Company, LLC	DE
N/A	Centennial Professional Therapy Services Corporation	GA
N/A	Centennial SEHC Master Tenant, LLC	DE

Current D/B/A	Entity Legal Name	State of Formation
N/A	Centennial Service Corporation – Grant Park	GA
Charlwell House	Charlwell HealthCare, LLC	DE
Chenal Rehabilitation and Healthcare Center	Chenal HealthCare, LLC	DE
Consulate Health Care of Cheswick	Cheswick Facility Operations, LLC	OH
N/A	CHIC Holding Company, LLC	DE
N/A	CHMC Holding Company, LLC	DE
N/A	CHPC Holding Company, LLC	DE
Clearwater Health and Rehabilitation	Clearwater HealthCare, LLC	DE
N/A	Coastal Administrative Services, LLC	DE
N/A	Coastal Management Investment, LLC	DE
N/A	Consulate EV Acquisition, LLC	DE
N/A	Consulate EV Master Tenant, LLC	DE
N/A	Consulate EV Operations I, LLC	DE
N/A	Consulate Facility Leasing, LLC	FL
N/A	Consulate MZHBS Leaseholdings, LLC	FL
N/A	Consulate NHCG Leaseholdings, LLC	DE
Country Meadow Care Center	Country Meadow Facility Operations, LLC	OH
Crestline Nursing Center	Crestline Facility Operations, LLC	OH
Cypress Manor Health and Rehabilitation Center	Cypress HealthCare, LLC	DE
N/A	Cypress Manor Health Care Associates, LLC	FL
Cypress Square Villas	Cypress Square Health Care Associates, LLC	FL
N/A	D.C. Medical Investors Limited Partnership	DC

Current D/B/A	Entity Legal Name	State of Formation
Keystone Villas Assisted Living Center	Donegan Square Health Care Associates, LLC	FL
Down East Health and Rehabilitation Center	Down East HealthCare, LLC	DE
Villas at Lakeside Oaks, The	Edinburgh Square Health Care Associates, LLC	FL
N/A	Envoy Health Care, LLC	FL
N/A	Envoy Management Company, LLC	FL
Envoy of Alexandria	Envoy of Alexandria, LLC	VA
Envoy of Denton	Envoy of Denton, LLC	MD
Bonview Rehabilitation and Healthcare	Envoy of Forest Hills, LLC	VA
Envoy at the Village	Envoy of Fork Union, LLC	VA
Envoy at the Meadows	Envoy of Goochland, LLC	VA
Envoy of Lawrenceville	Envoy of Lawrenceville, LLC	VA
Envoy of Thornton Hall	Envoy of Norfolk, LLC	VA
Envoy of Thornton Hall (ALF)	Envoy of Norfolk, LLC	VA
Envoy of Pikesville	Envoy of Pikesville, LLC	MD
Envoy of Westover Hills	Envoy of Richmond, LLC	VA
Siemon's Heritage Personal Care Center	Envoy of Somerset, LLC	FL
Siemon's Lakeview Manor Nursing and Rehabilitation Center	Envoy of Somerset, LLC	FL
Envoy of Staunton	Envoy of Staunton, LLC	VA
Envoy of Williamsburg	Envoy of Williamsburg, LLC	VA
Envoy of Winchester	Envoy of Winchester, LLC	VA
Envoy of Woodbridge	Envoy of Woodbridge, LLC	VA
N/A	Epsilon Health Care Properties, LLC	FL
Fenton HealthCare	Fenton HealthCare, LLC	DE
Heritage Manor Health and Rehabilitation Center	Ferriday HealthCare, LLC	DE
N/A	FLLVMT, LLC	FL
N/A	Florida Health Care Properties, LLC	FL
Floridean Nursing and Rehabilitation Center, The	Floridian Facility Operations, LLC	FL
Heritage Manor of Franklinton	Franklinton HealthCare, LLC	DE

Current D/B/A	Entity Legal Name	State of Formation
Transitional Health Services of Fremont	Fremont HealthCare, LLC	DE
Frostburg Village	Frostburg Facility Operations, LLC	OH
Garden Court Health and Rehabilitation Center	Garden Court HealthCare, LLC	DE
N/A	Genoa Healthcare Consulting, LLC	DE
N/A	Genoa Healthcare Group, LLC	DE
N/A	Grant Park Nursing Home Limited Partnership	DC
Green Cove Springs Rehabilitation and Care Center	Green Cove Facility Operations, LLC	FL
Edgewood Manor of Greenfield	Greenfield Facility Operations, LLC	OH
Lutheran Village at Harbor Pointe	Harbor Pointe Facility Operations, LLC	OH
Village at Harbor Pointe, The	Harbor Pointe Facility Operations, LLC	OH
N/A	HFLLVMT, LLC	FL
Hilltop Manor Health Care Center	Hilltop Michigan HealthCare, LLC	DE
N/A	Hilltopper Holding Corp.	DE
N/A	Hollywell HealthCare, LLC	DE
Hurstbourne Care Centre at Stony Brook	Hurstbourne HealthCare, LLC	DE
Consulate Health Care of Jacksonville	Jacksonville Facility Operations, LLC	OH
Jennings Healthcare Center	Jennings HealthCare, LLC	DE
Independence Living Centers	Josera, LLC	FL
Kathleen Daniel	KD HealthCare, LLC	DE
Kenton Nursing & Rehabilitation Center	Kenton Facility Operations, LLC	OH
Kenwood View Health and Rehabilitation Center	Kenwood View HealthCare, LLC	DE
Kimwell	Kimwell HealthCare, LLC	DE
Consulate Health Care of Kissimmee	Kissimmee Facility Operations, LLC	OH
Consulate Health Care at Lake Parker	Lake Parker Facility Operations, LLC	OH
Consulate Health Care of Lakeland	Lakeland Facility Operations, LLC	OH

Current D/B/A	Entity Legal Name	State of Formation
Legends Care Center	Legends Facility Operations, LLC	OH
N/A	Level Up Staffing, LLC	FL
Libby Care Center	Libby HealthCare, LLC	DE
Raydiant Health Care	Lidenskab, LLC	FL
Lincoln Centers for Rehabilitation and Healthcare	Lincoln Center HealthCare, LLC	DE
N/A	LTC Insurance Associates, LLC	DE
Edgewood Manor of Lucasville I	Lucasville I Facility Operations, LLC	OH
Edgewood Manor of Lucasville II	Lucasville II Facility Operations, LLC	OH
N/A	LV CHC Holdings I, LLC	DE
N/A	LVE Holdco, LLC	DE
N/A	LVE Master Tenant 1, LLC	DE
N/A	LVE Master Tenant 2, LLC	DE
N/A	LVE Master Tenant 3, LLC	DE
N/A	LVE Master Tenant 4, LLC	DE
N/A	LVFH Master Tenant, LLC	DE
N/A	LVLUPH, LLC	FL
N/A	LVSC Holdings, LLC	DE
N/A	LVT Master Tenant, LLC	DE
N/A	MA HealthCare Holding Company, LLC	MA
Mather Nursing Center	Mather HealthCare, LLC	DE
Consulate Health Care of Melbourne	Melbourne Facility Operations, LLC	OH
Franco Nursing & Rehabilitation Center	Miami Facility Operations, LLC	OH
Milton Health Care	Milton HealthCare, LLC	DE
Montclair Nursing and Rehabilitation Center	Montclair HealthCare, LLC	DE
Mount Royal Villa	Mount Royal Facility Operations, LLC	OH
N/A	NENC HealthCare Holding Company, LLC	DE
New Harmonie Healthcare Center	New Harmonie HealthCare, LLC	DE
Consulate Health Care of New Port Richey	New Port Richey Facility Operations, LLC	OH
N/A	North Carolina Master Tenant, LLC	DE

Current D/B/A	Entity Legal Name	State of Formation
Consulate Health Care of North Fort Myers	North Fort Myers Facility Operations, LLC	OH
Consulate Health Care of North Strabane	North Strabane Facility Operations, LLC	OH
Omro Care Center	Omro HealthCare, LLC	DE
N/A	Onetete, LLC	FL
Consulate Health Care of Orange Park	Orange Park Facility Operations, LLC	OH
Osprey Point Nursing Center	Osprey Nursing and Rehabilitation, LLC	DE
Ovid Healthcare Center	Ovid HealthCare, LLC	DE
Paloma Blanca Health and Rehabilitation	Paloma Blanca Health Care Associates, LLC	FL
Parkside Manor	Parkside Facility Operations, LLC	OH
Parkview Care Center	Parkview Facility Operations, LLC	OH
Parkview Nursing and Rehabilitation Center	Parkview HealthCare, LLC	DE
Parkview Manor Health and Rehabilitation Center	Parkview Manor HealthCare, LLC	DE
Parkwell	Parkwell HealthCare, LLC	DE
Consulate Health Care of Pensacola	Pensacola Facility Operations, LLC	OH
Perry Oaks Health Care	Perry Facility Operations, LLC	FL
Manor at Perry Village, The	Perry Village Facility Operations, LLC	OH
Piketon Nursing Center	Piketon Facility Operations, LLC	OH
Pine River Healthcare Center	Pine River HealthCare, LLC	DE
Pinelake Health and Rehabilitation Center	Pinelake HealthCare, LLC	DE
Coeur d'Alene Health Care and Rehabilitation Center	Pinewood HealthCare, LLC	DE
Consulate Health Care of Port Charlotte	Port Charlotte Facility Operations, LLC	OH
N/A	RAC Insurance Investors, LLC	DE
Reeders Memorial Home	Reeders Facility Operations, LLC	OH
Reeders Memorial Home (IL)	Reeders Facility Operations, LLC	OH

Current D/B/A	Entity Legal Name	State of Formation
Consulate Retirement Village of North Strabane	Retirement Village of North Strabane Facility Operations, LLC	OH
Ridgewood Manor	Ridgewood Facility Operations, LLC	OH
N/A	Rispetto, LLC	DE
Riverbend Health Care Center	Riverbend HealthCare, LLC	DE
N/A	Riverview of Ann Arbor HealthCare, LLC	DE
Royal Terrace Nursing and Rehabilitation Center	Royal Terrace HealthCare, LLC	DE
Consulate Health Care of Safety Harbor	Safety Harbor Facility Operations, LLC	OH
N/A	Salus Management Investment, LLC	DE
Consulate Health Care of Sarasota	Sarasota Facility Operations, LLC	OH
N/A	Sea Crest Management Investment, LLC	DE
Sheridan Rehabilitation and Healthcare Center	Sheridan Indiana HealthCare, LLC	DE
N/A	Shoreline Healthcare Management, LLC	DE
N/A	Southpoint Health Care Associates, LLC	FL
Consulate Health Care of St. Petersburg	St. Petersburg Facility Operations, LLC	OH
Consulate Health Care of Chattanooga	Stratford Facility Operations, LLC	OH
Summit Villa Care Center	Summit Facility Operations, LLC	OH
Manor at Susquehanna Village	Susquehanna Village Facility Operations, LLC	OH
Manor at Susquehanna Village	Susquehanna Village Facility Operations, LLC	OH
Addison Heights Health and Rehabilitation Center	Swan Pointe Facility Operations, LLC	OH
Consulate Health Care of Tallahassee	Tallahassee Facility Operations, LLC	OH
	Tarpon Health Care Associates, LLC	FL
N/A	THS Partners I, Inc.	DE
N/A	THS Partners II, Inc.	DE
N/A	Tosturi, LLC	FL

Current D/B/A	Entity Legal Name	State of Formation
Transitional Health Services	Transitional Health Partners	DE
N/A	Transitional Health Services, Inc.	DE
N/A	VAPAMT, LLC	FL
Consulate Health Care of Vero Beach	Vero Beach Facility Operations, LLC	OH
N/A	VNTG HD Master Tenant, LLC	DE
Transitional Health Services of Wayne	Wayne HealthCare, LLC	DE
Edgewood Manor of Wellston	Wellston Facility Operations, LLC	OH
Consulate Health Care at West Altamonte	West Altamonte Facility Operations, LLC	OH
Consulate Health Care of West Palm Beach	West Palm Beach Facility Operations, LLC	OH
Edgewood Manor of Westerville	Westerville Facility Operations, LLC	OH
Whispering Hills Care Center	Whispering Hills Facility Operations, LLC	OH
Whitehall Healthcare Center of Ann Arbor	Whitehall of Ann Arbor HealthCare, LLC	DE
Whitehall Healthcare Center of Novi	Whitehall of Novi HealthCare, LLC	DE
Consulate Health Care of Winter Haven	Winter Haven Facility Operations, LLC	OH
Woodbine Healthcare and Rehabilitation Center	Woodbine Healthcare, LLC	DE

EXHIBIT G

Schedule of Go-Forward Trade Contracts

Genesis Eldercare Rehabilitation Services d/b/a Powerback Rehabilitation

EXHIBIT H

ABL Exit Facility Term Sheet

[Attached]

VP DRAFT
10/25/2024

Matthew Pappano
Managing Director



MidCap Financial Services, LLC
7255 Woodmont Ave., Suite 300
Bethesda, MD 20814

October _____, 2024

c/o LV Operations II, LLC
1040 Crown Pointe Pkwy, Suite 600
Atlanta, Georgia 30338
Attn: Gregory Hayes

Dear Greg,

We are pleased to advise you that MidCap Financial Services, LLC ("MidCap Financial Services"), as servicer for MidCap Financial Trust or a to-be-determined affiliate ("MidCap Financial Funding"), will consider establishing a \$60 million revolving credit facility (the "Facility") under the terms and conditions set forth below with Ashland Facility Operations LLC, an Ohio limited liability company and the other entities set forth on Annex A attached hereto (the "Borrowers" or "Reorganized Debtors") as part of the Reorganized Debtors' exit from protection under Title 11 of the Bankruptcy Code, 11 U.S.C. 101 et seq. (the "Bankruptcy Code") and provide for the Reorganized Debtors' ongoing working capital requirements. Funding and closing of the Facility shall be concurrent with the effective date of that certain Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization [Docket No. 481] (as may be further amended from time to time, the "Plan of Reorganization"), in those certain bankruptcy cases (the "Bankruptcy Cases") pending in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "Bankruptcy Court") filed at Case No. 24-55507 (PMB) (such date, the "Effective Date").

Please note that the terms and conditions set forth below are for discussion purposes only and do not imply in any way a commitment by any entity to approve or enter into a funding arrangement. This is a non-binding term sheet; provided, however, that Borrower agrees to be bound by the provisions of this term sheet relating to confidentiality, exclusivity and expense reimbursement. Funding under this proposal will only be made by MidCap Financial Funding upon legal documentation and credit approval by MidCap Financial Funding and its designated advisors, and all terms set forth herein are subject to such approvals and due diligence review.

Defined Terms	
<u>Borrowers:</u>	The Reorganized Debtors (defined above) and any newly formed entity that will hold title to any deposit account(s) into which the Reorganized Debtors' collections consolidate
<u>Administrative Agent:</u>	MidCap Financial Funding
<u>Lenders:</u>	MidCap Financial Funding and such other banks and financial institutions as may be arranged by MidCap Financial Funding and acceptable to the Borrowers, consistent with the Documentation Principles (as defined below)
<u>Servicer:</u>	MidCap Financial Services
<u>Documentation Principles:</u>	<p>The definitive documentation for the Facility (the "<u>Definitive Documentation</u>") shall, except as otherwise set forth herein, be substantially the same as the Second Amended and Restated Credit Agreement, dated as of March 25, 2022 (as amended and otherwise modified prior to the commencement of the Bankruptcy Cases), by and among LV CHC Holdings I, LLC and certain other borrowers party thereto, MidCap Funding IV Trust, as the administrative agent and certain lenders party thereto from time to time (the "<u>Pre-Petition ABL Credit Agreement</u>") but with changes and modifications as set forth in this term sheet and otherwise that (i) give due regard to the Borrowers' updated business plan, (ii) give due regard to the Borrowers' change in ownership structure as of the Effective Date and (iii) give due regard, when considering baskets and thresholds, to the exclusion of certain borrowers that were party to the Pre-Petition ABL Credit Agreement and reduction in consolidated EBITDA of the Borrowers as a result thereof. The Definitive Documentation shall be negotiated in good faith and be documented and filed with the Bankruptcy Court as part of an amended plan supplement prior to the voting and Plan of Reorganization deadline of November 4, 2024 at 4:00 p.m. (ET) or as may be extended with the consent of all Lenders and the Debtors (as defined in the Plan of Reorganization). The Bankruptcy Court shall enter an order (the "<u>Confirmation Order</u>") confirming the Plan of Reorganization and approving the Facility, without any adverse modification as to the treatment of the "ABL Claims" (as defined in the Plan of Reorganization) and without any other material modification except as approved in writing by all of the Lenders. This paragraph, collectively, is referred to herein as the "<u>Documentation Principles</u>".</p>

Terms & Conditions	
<u>Revolver Commitment Amount:</u>	<p>The maximum loan amount under the Facility (the “<u>Revolver Commitment Amount</u>”) shall be \$60 million. The amount available to Borrowers under the Revolver at any one time shall be based upon the Availability (as described below).</p> <p>At Borrowers’ one-time election, the Revolver Commitment Amount may be reduced to an amount not less than \$40 million.</p>
<u>Availability:</u>	<p>Availability under the Revolver shall be an amount up to 85.0% of the Net Collectable Value (defined below) of Borrowers’ accounts receivable due from eligible third-party payors up to 180 days from date of service.</p> <p>The Net Collectable Value of Borrowers’ accounts receivable is the amount Borrowers bill such payors less bad debt, contractual allowances and other standard ineligible, which shall be determined by Administrative Agent based on its due diligence and subject to the Documentation Principles.</p> <p>The borrowing base shall be subject to reserves that Administrative Agent, from time to time, determines in its good faith credit judgment are necessary, subject to the Documentation Principles.</p>
<u>Lockbox Account / Deposit Account Control Agreement:</u>	<p>Borrowers shall maintain and pay for depository accounts to be governed by a deposit account control agreement (or, in the case of deposit accounts that receive collections from governmental payors, deposit account instruction agreements) mutually satisfactory to Borrowers and Administrative Agent, into which Borrowers’ cash collections shall be remitted and swept to Administrative Agent on a daily basis for application to the Revolver loan balance.</p>
<u>Term:</u>	36 months.
<u>Interest:</u>	<p>Interest on the outstanding balance of the Revolver shall be payable monthly in arrears at an annual rate of SOFR plus 3.75%, subject to a floor of 0.0%. SOFR is the 30-day forward-looking Term SOFR, as published by CME Group Benchmark Administration Limited (CBA) from time to time, plus 0.10%.</p> <p>Interest on the outstanding balance shall be calculated on the basis of the actual number of days elapsed in a 360 day year.</p> <p>Collections of cash by Lenders under the Revolver shall be</p>

	<p>credited to Borrowers' obligations thereunder on a daily basis, subject to three business clearance days.</p>
<p><u>Fees:</u></p>	<p>Borrowers shall pay Lenders an unused line fee equal to 0.50% per annum of the average unused portion of the Revolver (based on Availability). The unused line fee shall be payable monthly in arrears.</p> <p>Borrowers shall pay Administrative Agent and annual agency fee equal to \$150,000. The agency fee shall be payable in advance on the Closing Date and on each anniversary of the Closing Date.</p>
<p><u>Prepayment:</u></p>	<p>If the Revolver is terminated prior to the end of the Term, Borrowers shall pay to Lenders a fee as compensation for the costs of being prepared to make funds available to Borrowers throughout the Term equal to an amount determined by <i>multiplying</i> the Revolver Commitment Amount by 3.0% for the first 18 months after closing, 2.0% from the 19th month after closing until 24 months after closing and 1.0% thereafter.</p>
<p><u>Security:</u></p>	<p>Lenders shall receive a perfected first priority security interest in all of Borrower's accounts, general intangible related to accounts, payment intangibles, accounts receivable, deposit accounts and related assets, consistent with the scope of collateral pledged under the Pre-Petition ABL Credit Agreement and the Documentation Principles and subject to customary exclusions and permitted junior liens that are consistent with the Documentation Principles.</p>
<p><u>Conditions Precedent to Closing:</u></p>	<ul style="list-style-type: none"> Borrowers shall execute and deliver to Administrative Agent such loan and security agreements, instruments, documents, certificates, opinions and assurances as are reasonable and customary for similar loans, and as Administrative Agent may reasonably require in connection with the closing of the Facility, consistent with the Pre-Petition ABL Credit agreement and the documents entered into in connection therewith, subject to the Documentation Principles (provided, that, any opinions may be updated to reflect any change in counsel and change in law).
	<ul style="list-style-type: none"> The Plan of Reorganization, including, for the avoidance of doubt, all amendments and supplements that are filed after October 1, 2024, shall be in form and substance satisfactory to the Administrative Agent. The Plan of Reorganization and the Confirmation Order shall specifically authorize the Reorganized Debtors to enter into the Facility and permit the liens and security interests described herein.

	<ul style="list-style-type: none"> All orders of the Bankruptcy Court approving the Plan of Reorganization, including the Confirmation Order, must be final and non-appealable with all applicable appeal periods having expired without appeal and with no injunctions, motions, challenges or other possible impediments to closing in existence. The Plan of Reorganization shall have become effective on or prior to the closing date of the Facility.
	<ul style="list-style-type: none"> All liens and security interests of Administrative Agent required herein and otherwise provided for in the Loan Documents shall be perfected and have the priority referred to herein, in each case, subject to customary exceptions and permitted junior liens consistent with the Documentation Principles.
	<ul style="list-style-type: none"> Administrative Agent shall be satisfied that there are no outstanding “Challenges” (as defined in the Final DIP Order (as defined in the Plan of Reorganization that was filed on October 1, 2024)) or standing motions to assert a “Challenge” (as defined in the Final DIP Order (as defined in the Plan of Reorganization that was filed on October 1, 2024)) against the “ABL Liens”, “ABL Claims” or “ABL Obligations” (each, as defined in the Plan of Reorganization that was filed on October 1, 2024) granted to the “ABL Secured Parties” (as defined in the Plan of Reorganization that was filed on October 1, 2024), nor any outstanding claims with respect thereto.
	<ul style="list-style-type: none"> All obligations of the Borrowers to any legal or beneficial owners of the Borrowers shall be subordinated in right and time of payment to the Borrowers’ obligations to Administrative Agent pursuant to subordination agreements acceptable to Administrative Agent.
	<ul style="list-style-type: none"> All licenses and provider numbers and participation agreements issued by Medicare, Medicare and each other “Material Third Party Payor” (as such term is defined in the Pre-Petition ABL Credit Agreement) to those “Debtors” (as defined in the Plan of Reorganization) that are included as Reorganized Debtors and currently in effect shall continue to remain in full force and effect after the Effective Date without impairment or limitations such that accounts receivable owed by such payors shall continue to be billed and collected in the normal course without material interruption; provided, that Borrowers shall be permitted, in their discretion, to enter into new participation agreements with commercial payors and Medicaid managed care plans so long as accounts receivable arising out of programs sponsored by such payors and Medicaid managed care plans shall continue to be billed and collected in the normal course without

	<p>material interruption from and after the Effective Date. Administrative Agent shall receive, at closing, certification from Borrowers confirming that, to Borrowers' knowledge after making due inquiry, there are no licensure or change of ownership application, notice or other requirements under the laws where Borrowers operate skilled nursing facilities and/or assisted living facilities or under Medicare laws or regulations (other than those with respect to which Borrowers has fully complied) that could have the effect of delaying or suspending the Borrowers' ability to continue to bill and collect from Medicare, Medicaid and other Material Third Party Payors in the normal course without material interruption.</p>
	<ul style="list-style-type: none"> • Concurrently with the funding of the initial loans, the Borrowers shall have made all payments required to be made on the Effective Date. No other liens shall be permitted upon any of the Collateral except for junior liens on the Collateral subject to the Intercreditor Agreement with Term Agent (described below) and the Intercreditor Agreements with Landlords (described below) or other permitted junior liens consistent with the Documentation Principles.
	<ul style="list-style-type: none"> • The "Omega Term Loan Agreement" (as defined in the Pre-Petition ABL Credit Agreement) shall have been replaced with a new credit agreement providing a term credit facility on terms and conditions reasonably acceptable to the Administrative Agent and the Lenders (the term loan facility in place as of the closing of the Facility, the "Exit Term Loan Facility"), and the Administrative Agent and the agent under the Exit Term Loan Facility shall have entered into the Intercreditor Agreement (as described below)
<p><u>Financial Covenants:</u></p>	<p>Minimum Fixed Charge Coverage Ratio: Borrowers shall maintain a fixed charge coverage ratio of 1.1 to 1.0, tested quarterly, starting with the first full calendar quarter following the Effective Date (the last day of each calendar quarter beginning with the first full calendar quarter following the Effective Date being referred to herein as the "<u>Testing Date</u>"). Fixed charge coverage ratio shall be tested on a trailing twelve-month basis, except that, for the first full twelve-months after the Effective Date, the testing period shall begin on the first day of the first full calendar month after the Effective Date and end on the applicable Testing Date, annualized.</p>
<p><u>Intercreditor Agreement with</u></p>	<p>The agent under the Exit Term Loan Facility shall enter into an Intercreditor Agreement on substantially the same form and terms as the Omega Term Lender Intercreditor Agreement (as defined</p>

<u>Term Agent:</u>	in the Pre-Petition ABL Credit Agreement).
<u>Intercreditor Agreements with Landlords:</u>	Each landlord with liens on the Collateral shall enter into a Landlord Intercreditor Agreement (as defined in the Pre-Petition ABL Credit Agreement).
<u>Facility Costs:</u>	All reasonable costs associated with the Facility, including, but not limited to Administrative Agent's out-of-pocket expenses associated with the transaction, professional fees, recording fees, search fees, and filing fees will be paid by Borrowers regardless of whether the transaction closes.
<u>Exclusivity:</u>	Until the earlier of 90 days from the date hereof or a determination by Administrative Agent not to pursue the Facility, Borrowers and its principals and affiliates will (a) negotiate exclusively with Administrative Agent regarding any financing, the purpose of which is substantially the same as that of the proposed Facility, and (b) act in good faith and with reasonable diligence and dispatch to provide all requested access, information, and documentation to allow Administrative Agent to pursue approval of the proposed Facility and closing if the Facility is approved by Administrative Agent's credit committee. If Borrowers fail to comply with the requirements of the preceding sentence, then Borrowers shall pay to Administrative Agent, on demand, liquidated damages equal to 1.0% of the Facility amount, such payment to be in addition to any deposit(s) paid to Administrative Agent and any other reimbursement obligations of the Borrowers hereunder. Borrowers agrees that such liquidated damages are a reasonable approximation of the damages Administrative Agent will sustain by reason of Borrowers' breach of its agreements in this paragraph.

The terms of the Facility as set forth herein are for discussion purposes only and this term sheet does not imply in any way a commitment by Administrative Agent to enter into the Facility or to submit the Facility to Administrative Agent's credit committee for approval. Administrative Agent may terminate its review of the Facility at any time in its sole discretion, but shall promptly provide written notice of any decision not to pursue such transaction to Debtor. Administrative Agent shall make the loans summarized above only upon further due diligence and underwriting of the transaction, approval through Administrative Agent's credit approval process, Administrative Agent's continuing satisfaction with the financial and business conditions of the Reorganized Debtors and its principals, and receipt of documentation and assurances satisfactory to Administrative Agent and its legal counsel. MidCap Financial Funding may terminate its review of the Facility at any time in its sole discretion. Closing of the loan is subject to further due diligence and underwriting, continuing satisfaction with the financial and

business conditions of the Borrower and its principals, and receipt of documentation and assurances satisfactory to MidCap Financial Funding and its legal counsel. This term sheet does not purport to specify all of the terms, conditions, representations and warranties, covenants and other provisions that will be contained in the final Financing Documents for the Facility between Borrower and MidCap Financial Funding. The Facility shall be subject to such other terms, covenants and conditions as may be deemed appropriate.

This term sheet is being delivered in reliance that all information provided to Administrative Agent is and will be accurate and complete. The contents of this term sheet may not be shared with any third party without prior written consent, except for management and regulatory bodies on a need-to-know basis. All persons who are informed of the contents of this term sheet also need to be informed that such contents are confidential and cannot be disclosed without Administrative Agent's prior written consent.

This term sheet supersedes all previous discussions, communications and proposals relating in any way to the Facility and shall expire if not executed by Borrower and returned to MidCap Financial Services by 5:00pm EST on October 27, 2024.

MidCap Financial Services, on behalf of MidCap Financial Funding, hereby notifies Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56, signed into law October 26, 2001) (the "Act") and normal policies and practices, MidCap Financial Services is required, on behalf of MidCap Financial Funding, to obtain, verify and record certain information and documentation that identifies each Borrower, which information includes the name and address of each Borrower and such other information that will allow MidCap Financial Funding to identify each Borrower in accordance with the Act.

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We appreciate the opportunity to furnish this proposal to you. If you have any questions, please do not hesitate to call.

Sincerely,

MidCap Financial Services, LLC

By: _____

Name: Matthew Pappano

Title: Managing Director

Agreed and accepted this ____ day of October, 2024.

[TBD]

By: _____

Name: _____

Title: _____

ANNEX A
BORROWERS¹

[11565 HARTS ROAD OPERATIONS LLC, a Florida limited liability company]
ASHLAND FACILITY OPERATIONS, LLC, an Ohio limited liability company
AUGUSTA FACILITY OPERATIONS, LLC, an Ohio limited liability company
CARDINAL NORTH CAROLINA HEALTHCARE, LLC, a Delaware limited liability company
CARY HEALTHCARE, LLC, a Delaware limited liability company
[CENTENNIAL HEALTHCARE HOLDING COMPANY, LLC, a Delaware limited liability]
CLAY COUNTY HEALTHCARE, LLC, a Delaware limited liability company
EMERALD RIDGE HEALTHCARE, LLC, a Delaware limited liability company
[FLORIDA HEALTH CARE PROPERTIES, LLC, a Florida limited liability company]
FORREST OAKES HEALTHCARE, LLC, a Delaware limited liability company
GATEWAY HEALTHCARE, LLC, a Delaware limited liability company
GLENBURNEY HEALTHCARE, LLC, an Delaware limited liability company
GRAYSON FACILITY OPERATIONS, LLC, an Ohio limited liability company
HILLTOP MISSISSIPPI HEALTHCARE, LLC, a Delaware limited liability company
HUNTER WOODS HEALTHCARE, LLC, a Delaware limited liability company
KANNAPOLIS HEALTHCARE, LLC, a Delaware limited liability company
KINGS DAUGHTERS FACILITY OPERATIONS, LLC, an Ohio limited liability company
[LAVIE CARE CENTERS, LLC, a Delaware limited liability company]
LOCUST GROVE FACILITY OPERATIONS, LLC, an Ohio limited liability company
LUTHER RIDGE FACILITY OPERATIONS, LLC, an Ohio limited liability company
[LV CHC HOLDINGS I, LLC, a Delaware limited liability company]
MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC, an Ohio limited liability company
MCCOMB HEALTHCARE, LLC, a Delaware limited liability company
NEWPORT NEWS FACILITY OPERATIONS, LLC, an Ohio limited liability company
NORFOLK FACILITY OPERATIONS, LLC, an Ohio limited liability company
OAK GROVE HEALTHCARE, LLC, a Delaware limited liability company
OAKS AT SWEETEN CREEK HEALTHCARE, LLC, a Delaware limited liability company
PAVILION AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC, an Ohio limited liability company
PENN VILLAGE FACILITY OPERATIONS, LLC, an Ohio limited liability company
PENNKNOLE VILLAGE FACILITY OPERATIONS, LLC, an Ohio limited liability company
PHEASANT RIDGE FACILITY OPERATIONS, LLC, an Ohio limited liability company
RILEY HEALTHCARE, LLC, a Delaware limited liability company
SKYLINE FACILITY OPERATIONS, LLC, an Ohio limited liability company
STARKVILLE MANOR HEALTHCARE, LLC, a Delaware limited liability company
VALLEY VIEW HEALTHCARE, LLC, a Delaware limited liability company
WALNUT COVE HEALTHCARE, LLC, a Delaware limited liability company
WELLINGTON HEALTHCARE, LLC, a Delaware limited liability company
WESTWOOD HEALTHCARE, LLC, a Delaware limited liability company
WILLIAMSBURG FACILITY OPERATIONS, LLC, an Ohio limited liability company
WILLOWBROOK HEALTHCARE, LLC, a Delaware limited liability company
WILORA LAKE HEALTHCARE, LLC, a Delaware limited liability company

¹ **Note:** list to be finalized prior to execution

WINDSOR FACILITY OPERATIONS, LLC, an Ohio limited liability company
WINONA MANOR HEALTHCARE, LLC, an Ohio limited liability company
WOODSTOCK FACILITY OPERATIONS, LLC, an Ohio limited liability company

EXHIBIT I

Unliquidated Claim Procedures

[Attached]

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:	§ Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> ¹	§ § Case No. 24-55507 (PMB)
Debtors.	§ § (Jointly Administered)
	§ § Related to Docket Nos. 273, 316, 438, ____

UNLIQUIDATED CLAIM PROCEDURES

These Unliquidated Claim Procedures² are designed to promote the efficient liquidation of Unliquidated Claims against the Debtors for purposes of Distributions from the GUC Trust under the Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization (as supplemented, amended or modified from time to time, the “Plan”) in the above-captioned Chapter 11 Cases.

The Unliquidated Claim Procedures provide Holders of certain Unliquidated Claims the opportunity to participate in a streamlined process with the goal of reducing administrative costs that detract from all creditors’ recoveries and allowing for quicker Distributions on account of Allowed Claims. The Unliquidated Claim Procedures facilitate these goals by establishing a standard methodology for informal and formal negotiations, fostering settlement and liquidation of Unliquidated Claims.

¹ The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

² Capitalized terms not otherwise defined herein have the meanings set forth in the Plan (defined below).

I. CLAIMS SUBJECT TO UNLIQUIDATED CLAIM PROCEDURES

1. Unliquidated Claims in Class 6A or Class 6B seeking recovery for personal injury, wrongful death or other harm suffered by a resident of a skilled nursing facility or other senior care facility previously operated by a Debtor are referred to herein as “Personal Injury Claims” and the Holders of Personal Injury Claims are referred to herein as “Personal Injury Claimants.” All other Unliquidated Claims in Class 6A and Class 6B are referred to herein as “Non-PI Claims” and the Holders of Non-PI Claims are referred to herein as “Non-PI Claimants.”

2. All Personal Injury Claims that are potentially allowable³ are subject to these Unliquidated Claim Procedures. The GUC Trustee, in its discretion, may subject any Non-PI Claim to these Unliquidated Claim Procedures by serving an Unliquidated Claim Procedures Notice on the relevant Non-PI Claimant. References below to “Unliquidated Claims” are to Unliquidated Claims that are subject to these Unliquidated Claim Procedures. References below to Unliquidated Claimants are to the Holders of Unliquidated Claims and are subject to these Unliquidated Claims Procedures. For the avoidance of doubt, nothing herein shall prevent or prohibit the GUC Trustee from objecting to any Unliquidated Claim as provided under Fed. R. Bankr. P. 3008, the Plan and the Confirmation Order.

II. UNLIQUIDATED CLAIM PROCEDURES INJUNCTION

3. Pursuant to the Plan and Confirmation Order, each Unliquidated Claimant (and any other person or entity that asserted an interest in the relevant Unliquidated Claim) shall be enjoined from commencing or continuing any action or proceeding in any manner or any place, including the Bankruptcy Court, seeking to establish, liquidate, collect on, or otherwise enforce the

³ For the avoidance of doubt, any Personal Injury Claim that was scheduled by the Debtors as contingent, unliquidated or disputed and for which no Proof of Claim was filed, or for which an untimely Proof of Claim was filed, shall be subject to Disallowance.

Unliquidated Claim(s) other than through these Unliquidated Claim Procedures (the “Unliquidated Claim Procedures Injunction”).

4. The Unliquidated Claim Procedures Injunction will expire with respect to an Unliquidated Claim upon the earlier of (a) the resolution of an Unliquidated Claim or (b) the completion or termination of the Unliquidated Claim Procedures with respect to that Unliquidated Claim. Except as expressly ordered by the Bankruptcy Court, the expiration of the Unliquidated Claim Procedures Injunction shall not extinguish, limit, or modify the automatic stay established by 11 U.S.C. § 362 or any similar injunction or stay that may be imposed upon the confirmation or effectiveness of a plan or plans in the Chapter 11 Cases.

5. For the avoidance of doubt, nothing in these Unliquidated Claim Procedures shall in any way operate to, or have the effect of, impairing, altering, changing, decreasing or modifying any rights or obligations of the Debtors or Reorganized Debtors under any insurance policy or the terms and conditions thereof or coverage provided thereby.

III. NOTICE PROCEDURES; INSURANCE MATTERS

6. Notwithstanding anything in the Plan to the contrary, at such time as the GUC Trustee determines that there will be sufficient Available Cash (as defined in the GUC Trust Agreement) in a particular Silo (as defined in the GUC Trust Agreement) to economically make a Distribution to Holders of Claims in that Silo, the GUC Trustee shall serve upon all Unliquidated Claimants in such Silo the following materials: (a) a notice including a Settlement Offer (defined below) (the “Unliquidated Claim Procedures Notice”); (b) a copy of the order confirming the Plan; and (c) a copy of these Unliquidated Claim Procedures (collectively the “Unliquidated Claim Procedures Notice Package”). The form of the Unliquidated Claim Procedures Notice is attached hereto as **Exhibit A**. The Unliquidated Claim Procedures Notice shall be served upon the Unliquidated Claimants at the address listed on the Unliquidated Claimant’s most recently filed

Proof of Claim. The Unliquidated Claim Procedures Notice will also be served on any counsel of record in the Chapter 11 Cases for any Unliquidated Claimant. For transferred claims, the Unliquidated Claim Procedures Notice will also be served on the transferee identified in the notice of transfer of the Unliquidated Claim.

7. Notwithstanding the foregoing, an Unliquidated Claimant may terminate these Unliquidated Claim Procedures and the Unliquidated Claim Procedures Injunction as to such Unliquidated Claimant's Unliquidated Claim at any time by agreeing to waive any right to recovery against the GUC Trust other than insurance proceeds, if any. Such Unliquidated Claimant shall thereafter be permitted to seek to liquidate its Unliquidated Claim in any court of competent jurisdiction; *provided that* in the event that an insurance policy provides or may provide coverage for part or all of such Unliquidated Claim (such Unliquidated Claim or portion thereof, a "Potentially Covered Claim"), the Unliquidated Claimant shall only be permitted to seek to liquidate its Unliquidated Claim if (a) defense costs are outside of, and do not erode, applicable policy limits, and (b) any payments from such policy shall be subject to ¶ 8 below.

8. With respect to each Potentially Covered Claim, the Unliquidated Claim Procedures Notice Package shall also be served on the applicable insurer(s). Such insurer(s) may, at its election, work with the GUC Trustee to resolve the Potentially Covered Claim within these Unliquidated Claim Procedures; *provided, however*, that if the limits of liability under a particular policy are or may be insufficient to pay all Potentially Covered Claims in full, then (i) no payments from such policy shall be made on account of any Potentially Covered Claim until all Potentially Covered Claims are finally determined by settlement or judgment; and (ii) after all such Potentially Covered Claims are finally determined, the Holder of each Potentially Covered Claim that is found to be entitled to coverage shall receive its Pro Rata share of proceeds from such policy.

IV. OFFER EXCHANGE PROCEDURES

9. In the first stage of the Unliquidated Claim Procedures, the parties will be required to exchange settlement offers (the “Offer Exchange Procedures”). Rule 408 of the Federal Rules of Civil Procedure shall apply to the Unliquidated Claim Procedures, including the Offer Exchange Procedures and, except as permitted by Rule 408, no person may rely on, or introduce into evidence any offer, counteroffer, or other information conveyed during the Offer Exchange Procedures.

A. Initial Settlement Offer

10. The Unliquidated Claim Procedures Notice shall include an offer by the GUC Trustee to settle the Unliquidated Claim (a “Settlement Offer”). The Settlement Offer shall consist of an offer of an Allowed Claim in Class 6A or Class 6B, as applicable, which Allowed Claim shall receive the same treatment under the Plan as all other Claims in such class. For the avoidance of doubt, Holders of Potentially Covered Claims shall also be entitled to insurance proceeds, if applicable, subject to the provisions of ¶ 8 hereof.

B. Unliquidated Claimant’s Response

11. The Unliquidated Claimant will be required to sign and return the Unliquidated Claim Procedures Notice and respond to the Settlement Offer within twenty-one (21) days of the date the Unliquidated Claim Procedures Notice is mailed (the “Settlement Offer Response Deadline”).

12. The only permitted responses to a Settlement Offer are (a) acceptance of the Settlement Offer or (b) rejection of the Settlement Offer coupled with a counteroffer (a “Counteroffer”). If the Unliquidated Claimant fails to respond by the Settlement Offer Response Deadline or does not respond in compliance with this paragraph, the Offer Exchange Procedures

will be deemed terminated with respect to the Unliquidated Claim and the Unliquidated Claim will be submitted to mandatory nonbinding mediation as described below.

13. In addition, in the signed Unliquidated Claim Procedures Notice, the Unliquidated Claimant must advise the GUC Trustee whether the Unliquidated Claimant consents to binding arbitration of the Unliquidated Claim in the event the Unliquidated Claim is not settled in the course of the Offer Exchange Procedures and nonbinding mediation. The Unliquidated Claimant shall make the election to either consent or not consent to binding arbitration by checking the appropriate box in the Unliquidated Claim Procedures Notice. For the avoidance of doubt, if the Unliquidated Claimant previously consented in writing (including in a contract) to binding arbitration of the Unliquidated Claim, any election in the Unliquidated Claim Procedures Notice to opt out of such arbitration shall be ineffective.

C. Counteroffers

14. To the extent such information has not already been provided in the applicable Proof(s) of Claim, Counteroffers shall (a) provide all facts that substantiate the Unliquidated Claim in sufficient detail for the GUC Trustee to evaluate the validity and amount of the Unliquidated Claim; (b) provide all documents that the Unliquidated Claimant contends supports the Unliquidated Claim; (c) state the dollar amount that the Unliquidated Claimant is willing to accept as the Allowed amount of the Unliquidated Claim (the “Proposed Claim Amount”); (d) explain the calculation of the Proposed Claim Amount; (e) identify all third parties that are or may be liable for the Unliquidated Claim and any potential source of recovery other than the Debtors (e.g. non-Debtor guarantor, third party insurance, patient compensation fund, etc.); and (f) provide the name and address of counsel representing the Unliquidated Claimant with respect to the Unliquidated Claim or, if applicable, state that the Unliquidated Claimant is

proceeding *pro se*. The Proposed Claim Amount may not exceed the amount or improve the priority set forth in the Unliquidated Claimant's most recently filed Proof(s) of Claim, but it may liquidate any previously unliquidated amounts referenced in the relevant Proof(s) of Claim.

15. If the GUC Trustee accepts the Counteroffer, the Unliquidated Claimant shall be bound by the acceptance, the Unliquidated Claim shall be resolved in accordance with the terms of the Counteroffer, and the Unliquidated Claimant shall be entitled to Pro Rata Distributions from the GUC Trust and/or a Pro Rata share of insurance proceeds, if applicable, from the GUC Trust and/or the insurer, on account of its Allowed Claim in Class 6A or Class 6B as applicable, and no other recovery from the GUC Trust. For the avoidance of doubt, the terms of an accepted Counteroffer shall have no precedential or binding effect with respect to any claim the Unliquidated Claimant may have against any non-Debtor.

D. GUC Trustee's Response to a Counteroffer

16. The GUC Trustee must respond to any Counteroffer within twenty-one (21) days after receipt of the Counteroffer (the "Counteroffer Response Deadline") by returning a written response (a) accepting the Counteroffer, (b) rejecting the Counteroffer, with or without making a revised Settlement Offer (a "Revised Settlement Offer"), or (c) requesting additional information. If the GUC Trustee fails to respond to a Counteroffer by the Counteroffer Response Deadline, the Counteroffer shall be deemed rejected by the GUC Trustee, the Offer Exchange Procedures shall be deemed terminated with respect to the relevant Unliquidated Claim, and the Unliquidated Claim will be submitted to mandatory nonbinding mediation as discussed below.

17. If the GUC Trustee makes a Revised Settlement Offer by the Counteroffer Response Deadline, the Unliquidated Claimant may accept the Revised Settlement Offer by

providing the GUC Trustee with a written statement of acceptance within ten (10) days of the date of the Revised Settlement Offer (the “Revised Settlement Offer Response Deadline”). If the Unliquidated Claimant fails to respond to a Revised Settlement Offer by the Revised Settlement Offer Response Deadline, the Revised Settlement Offer shall be deemed rejected by the Unliquidated Claimant, the Offer Exchange Procedures shall be deemed terminated with respect to the relevant Unliquidated Claim, and the Unliquidated Claim will be submitted to mandatory nonbinding mediation as discussed below.

18. If the GUC Trustee requests additional information from the Unliquidated Claimant by the Counteroffer Response Deadline, the Unliquidated Claimant shall have fourteen (14) days from the date of such request to respond (the “Information Response Deadline”). If the Unliquidated Claimant provides the requested information by the Information Response Deadline, the GUC Trustee shall have fourteen (14) days from the date of the response to (a) accept the Counteroffer, (b) reject the Counteroffer, or (c) make a Revised Settlement Offer. If the GUC Trustee fails to respond to the Counteroffer within this period, the Counteroffer shall be deemed rejected by the GUC Trustee, the Offer Exchange Procedures shall be deemed terminated with respect to the relevant Unliquidated Claim, and the Unliquidated Claim will be submitted to mandatory nonbinding mediation as discussed below.

E. Offer Exchange Termination Date

19. The Offer Exchange Procedures shall conclude and terminate upon the earlier of (the “Offer Exchange Termination Date”): (a) the date on which the Offer Exchange Procedures are terminated and the Unliquidated Claim automatically advances to mandatory nonbinding mediation under the provisions set forth above; (b) the date that any settlement offer for an Unliquidated Claim is accepted under the procedures set forth above; (c) any date mutually agreed

upon by the GUC Trustee and the Unliquidated Claimant. The Offer Exchange Termination Date may be extended by mutual written consent of the GUC Trustee and the Unliquidated Claimant.

V. MANDATORY NONBINDING MEDIATION

A. Mediation Notice

20. If the GUC Trustee and Unliquidated Claimant do not settle the Unliquidated Claim through the Offer Exchange Procedures, the GUC Trustee shall serve the Unliquidated Claimant with a notice of mandatory nonbinding mediation (“Mediation”) within thirty (30) days of the Offer Exchange Termination Date (the “Mediation Notice”). The form of the Mediation Notice is attached hereto as **Exhibit B**. The Mediation Notice will provide: (a) a list of designated locations of the mediation (the “Designated Locations”), (b) a range of proposed dates for the mediation (the “Designated Dates”), and (c) a list of designated mediators for each Designated Location (the “Designated Mediators”). Any non-Debtor co-defendants of the Debtors shall be permitted, but not required, to participate in the Mediation (each, a “Participating Co-Defendant”).

B. Scheduling of Mediation and Appointment of Mediators

21. The Mediation shall be conducted by a Designated Mediator at one of the following Designated Locations: (a) Philadelphia, Pennsylvania; (b) Tampa, Florida; (c) Atlanta, Georgia; or (d) another location mutually agreed upon by the GUC Trustee and the Unliquidated Claimant. The Unliquidated Claimant shall choose both the Mediator and the location of the Mediation from the list of Designated Mediators and Designated Locations contained in the Mediation Notice.

22. Within thirty (30) days of the date of the Mediation Notice (the “Mediation Response Deadline”), the Unliquidated Claimant shall respond to the Mediation Notice in writing notifying the GUC Trustee of: (a) the location of the Mediation; (b) the Mediator; and (c) three (3) dates among the Designated Dates on which the Unliquidated Claimant is available for the Mediation. If the Unliquidated Claimant fails to respond to the Mediation Notice by the Mediation

Notice Response Deadline, the GUC Trustee shall choose the Mediator and the location and date of the Mediation from among the Designated Mediators, Designated Locations, and Designated Dates identified in the Mediation Notice and shall notify the Unliquidated Claimant in writing of the identity of the Mediator and the location and date of the Mediation within ten (10) days after the Mediation Response Deadline.

23. The GUC Trustee and Unliquidated Claimants shall cooperate in good faith to schedule the Mediation at dates, times, and locations convenient to all involved. To the maximum extent possible, in scheduling the Mediation the parties shall give due consideration to the respective schedules of the parties and the proximity of the Mediation to the Unliquidated Claimant. If the parties are unable to agree upon the date or location of the Mediation, the date and location of the Mediation shall be set by order of the Bankruptcy Court upon motion by either the GUC Trustee or the Unliquidated Claimant.

C. Designation of Mediators

24. Any person appointed as a Mediator must: (a) be an impartial, neutral person; (b) have no financial or personal interest in the proceedings or in any related matter; (c) upon appointment, disclose any circumstances likely to create a reasonable inference of bias. In the event a Mediator discloses any circumstances likely to create a reasonable inference of bias, such Mediator may be replaced at the written request of either the GUC Trustee or the Unliquidated Claimant. Replacement mediators shall be chosen by the party requesting the replacement from the list of Designated Mediators contained in the Mediation Notice.

D. Mediation Rules

25. Mediations shall be conducted according to the Mediator's regular procedures, except where expressly modified by these Unliquidated Claim Procedures. In the event of any conflict, the Unliquidated Claim Procedures shall control. Any party that fails to participate in the

Mediation in good faith, in accordance with the Mediator's procedures and these Unliquidated Claim Procedures may be subject to sanctions as discussed below.

26. For each Mediation conducted under these Unliquidated Claim Procedures, the Mediator shall be entitled to charge the mediation fees disclosed to, and agreed to by, the GUC Trustee and the Unliquidated Claimant. The Mediator's fees and expenses shall be shared equally by the GUC Trustee, the Unliquidated Claimant, and any Participating Co-Defendant(s).

27. Rule 408 of the Federal Rules of Civil Procedure shall apply to the Mediation. Except as permitted by applicable Federal Rules of Evidence, no person may rely on, or introduce into evidence any offer, counteroffer, or other information conveyed during the Mediation.

VI. BINDING ARBITRATION

A. Binding Arbitration

28. If an Unliquidated Claimant has consented to binding arbitration, the Unliquidated Claim may, in the GUC Trustee's sole discretion, be arbitrated under the terms of this Section VI unless such claim is resolved in the Offer Exchange Procedures or Mediation. If the Unliquidated Claimant has expressly indicated that it does not consent to binding arbitration, the Unliquidated Claim shall be resolved in the Bankruptcy Court by the GUC Trustee's commencement of proceedings pursuant to the Bankruptcy Code, including, without limitation, estimating or objecting to the Unliquidated Claims; *provided, however*, that a proceeding to estimate a Personal Injury Claim pursuant to 11 U.S.C. § 502(c) for purposes of Distribution shall be brought in the District Court for the Northern District of Georgia. These Unliquidated Claim Procedures shall not alter the validity or enforceability of a pre-existing arbitration agreement, and shall not affect the GUC Trustee's rights with respect to such agreements.

B. Arbitration Notice

29. To initiate the arbitration process for an Unliquidated Claim, the GUC Trustee shall serve a notice of arbitration (the “Arbitration Notice”), with a copy of the Unliquidated Claimant’s applicable Proof(s) of Claim attached, on the Unliquidated Claimant and the American Arbitration Association (the “AAA”).

C. Arbitration Rules and Procedures

30. The arbitration of all Unliquidated Claims shall be conducted by a single arbitrator selected pursuant to the Commercial Arbitration Rules of the AAA (the “Arbitration Rules”). The arbitration shall be governed by the Arbitration Rules except where the Arbitration Rules are expressly modified in these Unliquidated Claim Procedures. The arbitration procedures described herein may be modified only upon the mutual consent of the GUC Trustee and the Unliquidated Claimant.

D. Governing Law

31. The Unliquidated Claim Procedures, as they relate to arbitration proceedings, are governed by the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.* (the “FAA”). The enforceability of an arbitration award is governed by Section 9 of the FAA.

E. Appointment of the Arbitrator

32. Within 5 five days of receiving the applicable Arbitration Notice, the AAA shall commence the following procedures for the appointment of an arbitrator (the “Appointment Procedures”) by concurrently sending the GUC Trustee and the applicable Unliquidated Claimant an identical list of the names of at least eight (8) arbitrator candidates who meet the qualifications necessary for the matter. The GUC Trustee and the applicable Unliquidated Claimant shall have seven (7) business days from the date this list is served to (i) strike two (2) names from the proposed list, (ii) list the remaining names in order of preference, and (iii) return the list to the

AAA. The AAA shall appoint a single arbitrator from the names not stricken, giving consideration first to the preferences of the parties and second to scheduling and the availability of the arbitrator. The AAA shall appoint the arbitrator in accordance with the Appointment Procedures within ten (10) business days of its receipt of the applicable Arbitration Notice.

33. In designating the arbitrator in accordance with the procedures described herein, the AAA shall review the Arbitration Notice and the applicable Unliquidated Claim. Any person appointed as an arbitrator must: (i) be an impartial, neutral person; (ii) be experienced (either from past arbitrations or former employment) in the law that is the subject of the Unliquidated Claim; (iii) have no financial or personal interest in the proceedings or, except when otherwise agreed by the parties, in any related matter; and (iv) upon appointment, disclose any circumstances likely to create a reasonable inference of bias. In the event that an arbitrator discloses circumstances likely to create a reasonable inference of bias, such arbitrator may be replaced by the AAA at the written request of the GUC Trustee or the Unliquidated Claimant within ten (10) days after such disclosure.

F. Pre-Hearing Matters

34. Unless otherwise agreed to by the parties, any pre-hearing issues, matters or disputes (other than with respect to merits issues) shall be presented to the arbitrator telephonically (or by such other method agreed to by the arbitrator and the parties) for expeditious, final, and binding resolution. Upon a party's request, the arbitrator may order that a substantive motion, such as a motion for summary judgment, be heard in person rather than telephonically. Any pre-hearing issue, matter, or dispute (other than with respect to merits issues) must be presented to the arbitrator not later than fifteen (15) days prior to the arbitration hearing so as to permit the arbitrator to review and rule upon the requests by telephonic or electronic communication at least five days prior to the arbitration hearing.

G. Discovery

35. Any requests for production of documents or electronically-stored information and things (“Document Requests”) shall be made in writing and shall be limited to no more than twenty (20) requests, including discrete subparts. Items requested in the Document Requests must be produced within thirty (30) days after service of the Document Requests. All documents from discovery shall be confidential and shall not be (i) disclosed to any person or party not participating in the arbitration proceeding or (ii) used for any purpose other than in connection with the arbitration proceeding, except as provided herein. There shall be no requests for admission or interrogatories.

H. Pre-Arbitration Statement

36. Unless otherwise agreed by the parties, on or before ten (10) days prior to the scheduled arbitration hearing, each party shall submit to the arbitrator and serve on the other party or parties by email or overnight mail a pre-arbitration statement not to exceed fifteen (15) pages, excluding any attachments.

I. Time and Location of Arbitration Hearings

37. All arbitration hearings shall be conducted in either (i) Philadelphia, Pennsylvania; (ii) Atlanta, Georgia; (iii) Tampa, Florida; or (iv) any other location agreed to by the GUC Trustee and Unliquidated Claimant (collectively, the “Arbitration Locations”). To the maximum extent practicable, the scheduling and location of arbitration hearings shall give due consideration to the proximity of the Unliquidated Claimant and to the convenience of the parties to the Arbitration Location. Within ten (10) days of appointment, the arbitrator shall conduct a preliminary hearing pursuant to AAA Commercial Arbitration Rule 20.

J. Arbitration Hearing

38. Unless otherwise agreed by the parties and the arbitrator or as provided herein, the arbitration hearing on an Unliquidated Claim must be held no later than ninety (90) days after the date of appointment of the arbitrator. The arbitration hearing is open only to the parties and their respective counsel, insurers (if any), non-Debtor co-defendants (if any), and witnesses. Nonparty witnesses shall be sequestered. No post-hearing briefs may be submitted unless the arbitrator requests such briefs, in which case such briefing shall be subject to the issues, timing, and page limitations the arbitrator imposes. There shall be no reply briefs.

K. Awards

39. The arbitrator shall issue a written, reasoned opinion and award (the “Arbitration Award”) within fourteen (14) days after the arbitration hearing. The arbitrator shall not be compensated for more than eight hours of deliberations on and preparation of the Arbitration Award for an Unliquidated Claim. Any Arbitration Award shall be an Allowed Class 6A or Class 6B Claim, as applicable, under the Plan. The Arbitration Award may not award a priority claim or otherwise determine the priority of the claim under the Bankruptcy Code; provided, however, that, within thirty (30) days after the issuance of an Arbitration Award, the Unliquidated Claimant may seek relief from the Bankruptcy Court to determine that some or all of the Arbitration Award is subject to treatment as a priority claim if the Unliquidated Claimant’s applicable Proof(s) of Claim filed by the applicable Claims Bar Date asserted an entitlement to such priority. Further, no portion of a Claim resulting from any Arbitration Award shall be Allowed to the extent that it consists of (a) punitive damages; (b) interest, attorneys’ fees, or other fees and costs, unless permissible under section 506(b) of the Bankruptcy Code; (c) an award under any penalty rate or penalty provision of the type specified in section 365(b)(2)(D) of the Bankruptcy Code; (d) amounts associated with obligations that are subject to disallowance under section 502(b) of the Bankruptcy Code;

(e) specific performance, other compulsory injunctive relief, restrictive, restraining, or prohibitive injunctive relief or any other form of equitable remedy; or (f) any relief not among the foregoing but otherwise impermissible under applicable bankruptcy or non-bankruptcy law. The GUC Trustee shall have the right within thirty (30) days after the issuance of an Arbitration Awards to file a motion seeking relief from the Bankruptcy Court to enforce the preceding sentence and obtain the disallowance of any portion of a Claim included in an Arbitration Award in violation of clauses (a) through (f) herein. In all cases, the awarded Claim shall be subject to treatment in accordance with the Plan and the order confirming the Plan. The entry of an Arbitration Award shall not grant the Unliquidated Claimant any enforcement or collection rights other than as expressly permitted under the Plan.

L. Appeals of Arbitration Awards

40. All arbitration awards shall be final and binding. Other than the identities of the GUC Trustee and Unliquidated Claimants, the claims register number(s) assigned to the applicable arbitrated Unliquidated Claims, and the dollar amounts of the Unliquidated Claims as awarded in the Arbitration Awards, and except as otherwise required by law or agreed upon by the parties, all Arbitration Awards shall be treated as confidential. No party shall have the right to appeal an Arbitration Award except pursuant to the appeal provisions of the FAA, in which case any appeal must be to the United States District Court for the Northern District of Georgia. Any appeal shall be governed by the FAA. The parties shall have ten (10) days from the date the Arbitration Award is served to appeal such award. Failure to timely appeal shall result in the loss of any appeal rights. Once any appeal has concluded or appellate rights are waived, the GUC Trustee shall update the claims docket in the Chapter 11 Cases accordingly and may file any notice of the liquidated amount of the Unliquidated Claim that it deems necessary or appropriate for such purpose.

M. Fees and Costs

41. Unless the parties have expressly agreed otherwise in writing, the fees and costs charged by the AAA and the arbitrator shall be shared equally by the GUC Trustee and the Unliquidated Claimant. Each party shall bear its own legal fees and expenses. However, the arbitrator, in the arbitrator's sole discretion, may assess fees and costs against any party that the arbitrator finds to be abusing or unduly delaying the arbitration process.

VII. SETTLEMENT OF UNLIQUIDATED CLAIMS

A. Settlement Permitted at Any Stage of the Unliquidated Claim Procedures

42. Unliquidated Claims may be settled by the GUC Trustee and an Unliquidated Claimant through the Offer Exchange Procedures, Mediation, or by agreement at any point during these Unliquidated Claim Procedures. To the extent that an Unliquidated Claimant has agreed in writing to settle such Unliquidated Claim prior to the Effective Date of the Plan, such settlement shall be binding on the Unliquidated Claimant, the Debtors and the GUC Trustee without further action of the parties or order of the Bankruptcy Court, and such Unliquidated Claim shall be treated as an Allowed Claim in Class 6A or Class 6B, as applicable, in the amount set forth in such settlement agreement.

VIII. FAILURE TO RESOLVE AN UNLIQUIDATED CLAIM THROUGH THE UNLIQUIDATED CLAIM PROCEDURES

A. Litigation Generally

43. Unliquidated Claims not resolved through the Unliquidated Claim Procedures shall proceed to litigation for resolution. Notwithstanding anything herein, the GUC Trustee may terminate the Unliquidated Claim Procedures as to any Unliquidated Claim at any time prior to serving an Arbitration Notice and proceed to litigation of the Unliquidated Claim as set forth herein.

B. Litigation of Non-PI Claims in the Bankruptcy Court

44. If a Non-PI Claim that has been made subject to the Unliquidated Claim Procedures is not resolved via the Unliquidated Claim Procedures (an “Unresolved Non-PI Claim”), the GUC Trustee shall commence proceedings in the Bankruptcy Court for the resolution of the Unresolved Non-PI Claim, which may include, in the GUC Trustee’s discretion, a motion pursuant to 11 U.S.C. § 502(c) for estimation of the Unresolved Non-PI Claim for purposes of Distribution under the Plan.

C. Litigation of Personal Injury Claims in the Bankruptcy Court

45. If a Personal Injury Claim is not resolved via the Unliquidated Claim Procedures (an “Unresolved Personal Injury Claim”), the GUC Trustee shall commence proceedings in the Bankruptcy Court for the resolution of the Unresolved Personal Injury Claim, to the extent that (a) the Bankruptcy Court has subject matter jurisdiction over the Unresolved Personal Injury Claim and (b) the Unresolved Personal Injury Claim is not subject to the abstention provisions of 28 U.S.C. § 1334(c). Disputes over the subject matter jurisdiction of the Bankruptcy Court or the application of abstention shall be determined by the Bankruptcy Court unless otherwise required by federal law or the Bankruptcy Code.

D. Litigation of Personal Injury Claims in Other Courts

46. If the Unresolved Personal Injury Claim cannot be adjudicated in the Bankruptcy Court as a result of abstention or because of lack of or limitations upon subject matter jurisdiction (as determined by the Bankruptcy Court), then litigation of such Unresolved Personal Injury Claim shall proceed as follows: (a) if the Unresolved Personal Injury Claim was pending in a non-bankruptcy forum on the Petition Date, then (i) in such non-bankruptcy forum, subject to the GUC Trustee’s right to seek removal or transfer of venue or (ii) in such other forum as determined by the Bankruptcy Court or the United States District Court for the Northern District of Georgia on

request of the GUC Trustee;⁴ or (b) if the Unresolved Personal Injury Claim was not pending in any forum on the Petition Date, then in the United States District Court for the Northern District of Georgia or such other non-bankruptcy forum that, as applicable, (i) has personal jurisdiction over the parties, (ii) has subject matter jurisdiction over the Unresolved Personal Injury Claim, (iii) has in rem jurisdiction over the property involved in the Unresolved Personal Injury Claim (if applicable) and (iv) is a proper venue. If necessary, any disputes regarding the applicability of this section shall be determined by the Bankruptcy Court.

E. Modification of the Automatic Stay

47. If litigation of an Unresolved Personal Injury Claim in a forum other than the Bankruptcy Court is required as set forth above, the automatic stay imposed by section 362 of the Bankruptcy Code or any subsequent Plan Injunction (collectively, the “Stay”), shall be modified solely to the extent necessary to permit the liquidation of the amount of such Unresolved Personal Injury Claim in the appropriate forum; provided, however, that any such liquidated claim (a) shall be subject to treatment under the Plan; and (b) shall be treated as a Class 6A or 6B Claim, as applicable, under such Plan. No later than forty-five (45) days after the Bankruptcy Court determines that the terms of Section VIII.D above applies to an Unresolved Personal Injury Claim or at such other time as agreed to by the parties, the GUC Trustee shall either (a) file a notice of such modification of the Stay (a “Notice of Stay Modification”) with the Bankruptcy Court and serve a copy of such notice on the Personal Injury Claimant or (b) file a motion seeking an order governing the terms upon which the Stay will be modified (a “Stay Motion”) and serve such Stay Motion on the Personal Injury Claimant. The Stay shall be

⁴ The GUC Trustee may elect to file a motion pursuant to 28 U.S.C. § 157(b)(5) to remove and/or transfer to the United States District Court for the Northern District of Georgia any Unresolved Personal Injury Claim.

modified solely to the extent set forth above (a) as of the date that is forty-five (45) days after the filing of a Notice of Stay Modification, unless the Bankruptcy Court orders otherwise or the parties otherwise agree; or (b) as ordered by the Court in connection with a Stay Motion. If the GUC Trustee fails to file a Notice of Stay Modification or a Stay Motion for any reason with respect to an Unresolved Personal Injury Claim, the Stay shall remain in effect with respect to such Unresolved Personal Injury Claim and the Personal Injury Claimant may seek a determination of the Bankruptcy Court regarding whether and on what terms the Stay must be modified to permit litigation in a non-bankruptcy forum as set forth in Section VIII.D above.

IX. FAILURE TO COMPLY WITH THE UNLIQUIDATED CLAIM PROCEDURES

48. If an Unliquidated Claimant or the GUC Trustee fails to comply with the Unliquidated Claim Procedures, negotiate in good faith, or cooperate as may be necessary to effectuate the Unliquidated Claim Procedures, the Bankruptcy Court may, after notice and a hearing, find such conduct to be in violation of the Confirmation Order or, with respect to an Unliquidated Claimant, an abandonment of or failure to prosecute the Unliquidated Claim, or both. Upon such findings, the Bankruptcy Court may, among other things, disallow and expunge the Unliquidated Claim, in whole or part, or grant such other or further remedy deemed just and appropriate under the circumstances, including, without limitation, awarding attorneys' fees, other fees, and costs to the other party.

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:	§ Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> ⁵	§ Case No. 24-55507 (PMB)
Debtors.	§ (Jointly Administered)
	§ Related to Docket Nos. 273, 316, 438, ____

UNLIQUIDATED CLAIM PROCEDURES NOTICE

Service Date:

Claimant(s):

Claimant(s) Address:

Unliquidated Proof of Claim Number(s):

Amount(s) Stated In Proof(s) Of Claim:

Deadline To Respond:

This notice of offer to settle the Unliquidated Claim(s) identified above (the “Unliquidated Claim Procedures Notice”) is made pursuant to the Unliquidated Claim Procedures established under the Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization in the above-captioned Chapter 11 Cases (as supplemented, amended or modified from time to time, the “Plan”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Plan.

The GUC Trustee has reviewed your Unliquidated Claim(s) and offers the amount set forth below as an Allowed [Class 6A][Class 6B] Claim, to be treated in accordance with the Plan, in full satisfaction of such Unliquidated Claim(s) (the “Settlement Offer”).

You are required to return this Unliquidated Claim Procedures Notice with a Claimant’s Response (as defined below) to the Settlement Offer by no later than the Deadline

⁵ The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

to Respond indicated above. In addition, to the extent your most recent Proof(s) of Claim does not (a) state the correct alleged amount of your Unliquidated Claim(s); (b) expressly identify each and every cause of action and legal theory on which you base your Unliquidated Claim(s); (c) include current, correct, and complete contact information of your counsel or other representative; or (d) provide all documents on which you rely in support of your Unliquidated Claim(s), you hereby are requested to provide all such information and documentation with your Claimant's Response. If you do not return this Unliquidated Claim Procedures Notice with the requested information and a Claimant's Response to the Settlement Offer to the GUC Trustee so that it is received by the Deadline to Respond, your Unliquidated Claim(s) will be subject to mandatory mediation as set forth in the Unliquidated Claim Procedures.

In addition, you are required to indicate expressly whether you consent to binding arbitration of your Unliquidated Claim if your Unliquidated Claim cannot be settled. Please mark the box below to indicated whether you (a) consent to binding arbitration or (b) do not consent to (and seek to opt out of) binding arbitration. **Please note that your consent to binding arbitration cannot subsequently be withdrawn.** In addition, any attempt to opt out of binding arbitration in response to this Unliquidated Claim Procedures Notice shall be ineffective if you have previously consented in writing to binding arbitration as a means to resolve your Claim(s), including in any contract. Details about the arbitration process, including the sharing of fees, are set forth in the Unliquidated Claim Procedures.

YOU MUST RESPOND TO THE FOLLOWING SETTLEMENT OFFER:

Settlement Offer: The GUC Trustee offers you an Allowed [Class 6A][Class 6B] Claim in the amount of \$ _____, to be treated in accordance with the Plan, in full satisfaction of your Unliquidated Claim(s). The only permitted responses (the "Claimant's Response") to the Settlement Offer are (a) acceptance of the Settlement Offer or (b) rejection of the Settlement Offer coupled with a counteroffer (a "Counteroffer"). Accordingly, please select your Claimant's Response below:

<input type="checkbox"/>	I/we agree to and accept the terms of the Settlement Offer.
<input type="checkbox"/>	I/we reject the Settlement Offer. However, I/we will accept, and propose as a Counteroffer, the following Allowed Claim, to be treated in accordance with the Plan, in full satisfaction of the Unliquidated Claim(s):
Debtor:	_____
Amount:	_____
Class:	[Class 6A][Class 6B]

Please indicate below whether you consent to binding arbitration for your Unliquidated Claim(s) by marking the appropriate line.

_____ I/WE CONSENT TO BINDING ARBITRATION.

_____ I/WE DO NOT CONSENT TO BINDING ARBITRATION.

[Signature of the Unliquidated Claimant or the Unliquidated Claimant's Authorized Representative]

By: _____
Printed Name

EXHIBIT B

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:	§ Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> ⁶	§ § Case No. 24-55507 (PMB)
Debtors.	§ § (Jointly Administered)
	§ § Related to Docket Nos. 273, 316, 438, ____

NOTICE OF MANDATORY NONBINDING MEDIATION

Service Date:

Claimant(s):

Claimant(s)' Address:

Proof of Claim Number(s):

Amount(s) Stated in Proof(s) of Claim:

Deadline to Respond:

By this Mediation Notice, _____ (the “GUC Trustee”) submits the above-identified claim(s) (the “Unliquidated Claim(s)”) in the above-referenced chapter 11 cases to mediation, pursuant to the procedures (the “Unliquidated Claim Procedures”) established by the Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization in the above-captioned Chapter 11 Cases (as supplemented, amended or modified from time to time, the “Plan”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Plan.

The GUC Trustee has been unable to resolve your Unliquidated Claim(s) on a consensual basis with you through the Offer Exchange Procedures of the Unliquidated Claim Procedures, or the Offer Exchange Procedures were terminated as to your Unliquidated Claim(s) as provided for in the Unliquidated Claim Procedures. You are now required to participate in mandatory

⁶ The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

nonbinding Mediation of your Unliquidated Claim(s). The Unliquidated Claim Procedures require you and the GUC Trustee to share the fees and costs of Mediation charged by the Mediator.

You are required to return this Mediation Notice by the Deadline to Respond above indicating your choice on Exhibit 1 of (a) the Mediation Location; (b) the Mediator; and (c) three (3) dates among the Designated Dates on which you are available for Mediation. If you fail to respond to this Mediation Notice by the deadline, the GUC Trustee shall choose the Mediation Location, Mediator and date of the Mediation.

A complete copy of the Unliquidated Claim Procedures is enclosed for your reference. Please refer to Section V of the Unliquidated Claim Procedures for more information regarding the Mediation.

[Signature of the GUC Trustee's Authorized Person]

EXHIBIT C

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re: § Chapter 11
LAVIE CARE CENTERS, LLC, *et al.*⁷ §
§ Case No. 24-55507 (PMB)
Debtors. § (Jointly Administered)
§
§ **Related to Docket Nos. 273, 316, 438, ____**

NOTICE OF BINDING ARBITRATION

Service Date:

Claimant(s):

Claimant(s)' Address:

Proof of Claim Number(s):

Amount(s) Stated in Proof(s) of Claim:

Arbitration Location:

By this Arbitration Notice, _____ (the "GUC Trustee") submits the above-identified claim(s) (the "Unliquidated Claim(s)") in the above referenced cases to binding arbitration, pursuant to the Unliquidated Claim Procedures established by the by the Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization in the above-captioned Chapter 11 Cases (as supplemented, amended or modified from time to time, the "Plan"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Plan.

The GUC Trustee has been unable to resolve your Unliquidated Claim(s) on a consensual basis with you through the Offer Exchange Procedures of the Unliquidated Claim Procedures or through nonbinding Mediation.

⁷ The last four digits of LaVie Care Centers, LLC's federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC's corporate headquarters and the Debtors' service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

YOU HAVE CONSENTED (OR ARE DEEMED TO HAVE CONSENTED) TO BINDING ARBITRATION. THEREFORE, YOUR UNLIQUIDATED CLAIM(S) WILL PROCEED TO BINDING ARBITRATION PURSUANT TO THE UNLIQUIDATED CLAIM PROCEDURES.

As provided for in the Unliquidated Claim Procedures, an arbitrator will be appointed through the American Arbitration Association (“AAA”). The Unliquidated Claim Procedures require you and the GUC Trustee to share the administrative fees and costs of arbitration charged by the AAA and the arbitrator.

A complete copy of the Unliquidated Claim Procedures is enclosed for your reference. Please refer to Section VI of the Unliquidated Claim Procedures for more information regarding binding arbitration.

[Signature of the GUC Trustee’s Authorized Person].

EXHIBIT J

Schedule of Retained Causes of Action

[Attached]

Schedule of Retained Causes of Action

Article VI.G of the Plan provides that “[u]nless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, in accordance with Bankruptcy Code section 1123(b), or, in the case of the D&O Claims, assigned to the GUC Trust, the Debtors shall convey to the Reorganized Debtors all rights to commence, prosecute, or settle, in their sole discretion, any and all Causes of Action, whether arising before or after the Petition Date, which shall vest in the Reorganized Debtors pursuant to the terms of the Plan. Such Causes of Action shall include, without limitation, those Causes of Action set forth on a schedule to be filed with the Plan Supplement. The Reorganized Debtors may enforce all rights to commence, prosecute, or settle, in their sole discretion, any and all Causes of Action, whether arising before or after the Petition Date, and the Reorganized Debtors rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date; *provided, however*, that any and all Causes of Action under chapter 5 of the Bankruptcy Code against Holders of General Unsecured Claims shall be settled, released, and waived by the Reorganized Debtors unless a creditor opts out of the Third-Party Release contained in Article X.D.2 herein and pursues a non-Debtor for Claims and/or Causes of Action that arises from or relates to the Debtors and/or the Debtors’ assets prior to the Petition Date. In such instance, the chapter 5 Claim or Cause of Action shall only be used defensively by the Reorganized Debtors to offset any amount determined to be owed by the non-Debtor, plus costs and expenses attendant to the same, and neither the Reorganized Debtors nor the GUC Trust shall receive any positive recovery in such scenario.

The Reorganized Debtors may pursue such Causes of Action and may retain and compensate professionals in the analysis or pursuit of such Causes of Action to the extent the Reorganized Debtors deems appropriate in their sole discretion, including on a contingency fee basis. No Entity may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors or the Reorganized Debtors will not pursue any and all available Causes of Action against them. The Debtors and the Reorganized Debtors expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan. Unless any Cause of Action against an Entity is expressly waived, relinquished, exculpated, released, compromised, or settled in the Plan or a Final Order, the Reorganized Debtors expressly reserves all Causes of Action for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation. The Reorganized Debtors reserves and shall retain the foregoing Causes of Action notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. The Reorganized Debtors shall have the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action, or to decline to do any of the foregoing, without the consent or approval of any third party or any further notice to, or action, order, or approval of, the Bankruptcy Court.”

Without limiting the generality of Article VI.G of the Plan, the Debtors hereby identify the following specific types of Claims and Causes of Action, to the extent not previously released, settled, or compromised under the Plan, that are expressly preserved by the Debtors, the GUC

Trust (solely in the case of the D&O Claims), or the Reorganized Debtors, as applicable, after the Plan Effective Date:

1. The D&O Claims, which shall be assigned to the GUC Trust.
2. Claims and Causes of Actions that were disclosed or related to disclosures made in the Debtors' Schedules of Assets and Liabilities and Statement of Financial Affairs.
3. Claims and Causes of Action related to any insurer and/or insurance policies in which either the Debtors and/or their current or former personnel have an insurable or other interest in or right to make a claim against, any other of the Debtors' insurers.
4. Claims and Causes of Action against or related to any recipient of a transfer of the Debtors and any other party liable therefore, including, without, limitation, those identified in the Debtors' Schedules of Statements of Financial Affairs, including any amendments thereto, filed in these Chapter 11 Cases, and/or those transferees set forth on Exhibit A hereto, based on chapter 5 of the Bankruptcy Code or any other applicable law (including, without limitation, under theories of successor liability, veil piercing, alter ego, merger, or similar laws or remedies).
5. Claims and Causes of Action against or related to all entities that assert or may assert that the Debtors owe money to them.
6. Claims and Causes of Action related to the Debtors' right of setoff and recoupment.
7. Claims and Causes of Action against or related to all entities, including all local, state, federal, and taxing authorities, that owe or that may in the future owe money related to tax refunds or other payments to the Debtors. Furthermore, the Debtors expressly retain all Claims and Causes of Action against or related to all entities that assert or may assert that the Debtors owe taxes to them.
8. Claims and Causes of Action based in whole or in part upon any and all contracts and leases to which the Debtors have or had any rights. The Causes of Action reserved include Causes of Action against vendors, suppliers of goods or services, or any other parties: (a) for overpayments, back charges, duplicate payments, improper holdbacks, deposits, warranties, guarantees, indemnities, recoupment, or setoff; (b) for wrongful or improper termination, suspension of services or supply of goods, or failure to meet other contractual or regulatory obligations; (c) for failure to fully perform or to condition performance on additional requirements under contracts with the Debtors before the assumption or rejection, if applicable of such contracts; (d) for payments, deposits, holdbacks, reserves or other amounts owed by any creditor, utility, supplier, vendor, insurer, surety, factor, lender, bondholder, lessor or other party; (e) for any liens, including mechanic's, artisan's, materialmen's, possessory, or statutory liens held by the Debtors; (f) arising out of environmental or contaminant exposure matters against landlords, lessors, environmental consultants, environmental agencies, or suppliers of environmental services or goods; (g) counter-claims and defenses related to any contractual obligations; (h) any turnover actions arising under sections 542 or 543 of the Bankruptcy Code; (i) for unfair

competition, interference with contract or potential business advantage, breach of contract, infringement of intellectual property, or any business tort claims; (j) for all rights pursuant to Section 502(d) of the Bankruptcy Code to assert and prosecute Causes of Action for the purpose of establishing that a Claim against the Debtors must be disallowed for failure to repay an avoidable transfer; and (k) any and all indemnification rights.

9. Claims and Causes of Action belonging to the Debtors and/or that constitute property of the Debtors' bankruptcy estates and that have been asserted by Healthcare Negligence Settlement Recovery Corp. in the case captioned *Healthcare Negligence Settlement Recovery Corp. v. 5405 Babcock Street Operations, LLC, et al.*, Case No. No. 2024-007342-CA-01, filed in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, Civil Division.
10. The Debtors and the Reorganized Debtors, as applicable, expressly reserve the rights of such party to perform a thorough post-confirmation investigation of Causes of Action and to pursue any such additional Causes of Action that may be identified regardless of whether such Cause of Action was specifically identified or known as of the Plan Effective Date.

EXHIBIT A

Parkview KY Opco, LLC
SRZ OP Ashton LLC
Bridgwalk on Harden Health and Rehabilitation, LLC
Winter Haven FL Opco, LLC
Lakeview SNF Operations LLC
Vero Beach Operations, LLC
Palm Springs SNF Operations LLC
NEW PORT RICHEY OPCO, LLC
Franco SNF Operations LLC
Brandon Health Opco, LLC
Lake Parker SNF Operations LLC
Melbourne Opco LLC
Pensacola Opco LLC
Bayonet Opco, LLC
Kissimmee Opco LLC
Sarasota Opco, LLC
West Altamonte Opco, LLC
Port Charlotte Opco, LLC
PAVA PA Opco LLC
Somerset Senior Living Operating Company LLC
Parks Operating LLC
Lecanto FL Opco LLC
Melbourne FL Opco LLC
West Donegan Ave ALF Opco LLC
San Jose Blvd Opco LLC
Countryside Blvd Opco LLC
Deltona Operating LLC
South Tuttle Ave Opco LLC
West Fletcher Ave Opco LLC
13th Street Opco LLC
Miami Road Opco LLC

Albee Farm Road Opco LLC
West Donegan Ave SNF Opco LLC
Wedgewood Operating LLC
Bryan Dairy Road Opco LLC
Island Operating LLC
NW 10TH Place Opco LLC
Reed Canal Road Opco LLC
Vista Manor Operating LLC
West Colonial Drive Opco LLC
13th Road Opco LLC
Shore Drive Opco LLC
Pondella Road Opco LLC
Southpoint Drive East Opco LLC
Dr MLK Street Opco LLC
Park Boulevard Opco LLC
Oak Street OpCo LLC
Marshall Drive Opco LLC
Hillcrest Opco LLC
Santa Barbara Blvd Opco LLC
Hillview Drive Opco LLC
Drury Lane Opco LLC
Evans Avenue Opco LLC
North Brentwood Circle Opco LLC
Ginger Drive Opco LLC
Palm Coast Pkwy Opco LLC
NE 2nd Street Opco LLC
Rio Opco LLC
Habana Way Opco LLC
Wallis Road Opco LLC
Phillips Street Opco LLC
1059 Virginia St Opco LLC
6305 Cortez Rd W Opco LLC
1465 Oakfield Dr Opco LLC

1445 Howell Ave Opco LLC
626 N Tyndall Pkwy Opco LLC
710 N Sun Dr Opco LLC
500 Hospital Dr Opco LLC
5405 Babcock St NE Opco LLC
541 Old Canoe Creek Rd Opco LLC
3920 Rosewood Way Opco LLC
1061 Virginia St Opco LLC
12170 Cortez Blvd Opco LLC
743 S Beneva Rd Opco LLC
743 S Beneva Rd Opco LLC
702 S Kings Ave Opco LLC
2939 S Haverhill Rd Opco LLC
1215 Kingsley Ave Opco LLC
2575 Airline Drive OpCo LLC d/b/a Heritage Manor Health & Rehab
2000 Frank SNF, LLC d/b/a Heritage Manor of Ferriday
2000 Frank SNF, LLC d/b/a Fair City Health and Rehab
4405 Airline Drive OpCo LLC d/b/a Adira Health & Rehab
Baya Pointe SNF Operations LLC
Floridean SNF Operations LLC
Alexandria Operator, LLC
Southampton Operator, LLC
Fork Union SNF Operations LLC
Chelsea Operator, LLC
Lawrenceville SNF Operations LLC
Westover Hills SNF Operations LLC
Staunton SNF Operations LLC
Williamsburg SNF Operations LLC
Winchester SNF Operations LLC
Belmont Bay Operator, LLC
Osprey SNF Operations LLC

EXHIBIT K

Backstop Note/Guaranty

[Form attached]

**UNSECURED PROMISSORY NOTE
OF LAVIE CARE CENTERS, LLC AND AFFILIATES**

Up to Two Million Dollars (\$2,000,000)

_____, 2024

FOR VALUE RECEIVED, the undersigned, LaVie Care Centers, LLC and its affiliated debtors in the chapter 11 cases captioned *In re LaVie Care Centers, LLC, et al.*, Case No. 24-55507 (PMB) (the “**Reorganized Debtors**”), hereby promise to pay to [GUC Trust] (the “**GUC Trust**”) the maximum amount of Two Million Dollars (\$2,000,000) with the terms, conditions and provisions as set forth herein. This unsecured promissory note (this “**Note**”) is the “Backstop Note” referred to in the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [D.I. 481] (the “**Plan**”). Capitalized terms not defined herein shall have the meanings ascribed to them in the Plan.

1. Payment. This Note shall be due and payable on the date that is 12 months from the effective date of the Plan (the “**Maturity Date**”). In the event that the GUC Trust has not received at least \$2,000,000 in Cash on account of the Divested Accounts Receivables on or prior to the Maturity Date (the “**DAR Shortfall**”), the Reorganized Debtors shall pay to the GUC Trust an amount equal to the DAR Shortfall within 10 business days of the Maturity Date. All payments due hereunder shall be made to the GUC Trust in United States Dollars and shall be in the form of immediately available funds acceptable to the GUC Trust.

2. Default. The following shall constitute an “**Event of Default**” hereunder:

- (a) the failure of the Reorganized Debtors to make any payment hereon in full when due;
- (b) if the equity in any of the Reorganized Debtors, or a material portion of any of the assets of the Reorganized Debtors or Plan Sponsor, are sold or transferred (including, without limitation, to a “New Operator” or an affiliate and including pursuant to the Plan) without the consent of the GUC Trustee, unless such successor/transferee agrees to assume and/or guaranty the obligations under this Note and is reasonably capable of performing; and
- (c) any of the Reorganized Debtors or Plan Sponsor makes an assignment for the benefit of creditors, files a petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for a receiver of or trustee for such Reorganized Debtor or Plan Sponsor or any substantial part of its property, commences any proceeding under any reorganization, arrangement, readjustment of debt, dissolution, or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against any of the Reorganized Debtors or Plan Sponsor any proceeding for any of the foregoing which remains undismissed for a period of sixty (60) days, or such Reorganized Debtor or Plan Sponsor indicates its consent to, approval of, or acquiescence in any such proceeding to continue for a period of sixty (60) days.

3. Remedies. Upon the occurrence of an Event of Default:

- (a) the GUC Trust may declare the DAR Shortfall immediately due and payable; and
- (b) the GUC Trust shall be entitled to seek entry of the Consent Judgment against the Reorganized Debtors and the Plan Sponsor (see Exhibit "B" attached hereto and incorporated herein).

4. Costs and Expenses. Following the occurrence of any Event of Default, the Reorganized Debtors shall pay upon written demand all costs and expenses (including reasonable attorneys' fees) incurred by the GUC Trust in the exercise, enforcement or determination of any of its rights, remedies or powers hereunder.

5. Waiver of Presentment. The Reorganized Debtors waive presentment, protest and demand, notice of protest, notice of dishonor and nonpayment of this Note.

6. Waiver. No waiver of any obligation of the Reorganized Debtors under this Note shall be effective unless it is in a writing signed by the GUC Trustee. A waiver of, or delay or omission in exercising, by the GUC Trustee of any right or remedy under this Note on any occasion shall not be a bar to exercise of the same right or remedy on any subsequent occasion or of any other right or remedy at any time.

7. Assignment. This Note and the rights and obligations hereunder may not be assigned, hypothecated, disposed of, encumbered or otherwise transferred without the prior written consent of the GUC Trustee, and any assignment or transfer without such prior written consent will be *void ab initio*.

8. Notices. Any notices under this Note shall be sent via reputable overnight mail carrier (e.g., FedEx, UPS, DHL) or U.S. Certified Mail or hand delivery (with acknowledgement of receipt) to the following addresses:

GUC Trust: []

with a copy to: []

Reorganized Debtors: []

with a copy to: []

Any notice so sent shall be deemed delivered (i) one(1) business day after hand deliver or delivery to the overnight courier, for overnight mail, and (ii) five (5) business days after mailing, for U.S. certified mail. The addresses and names of the party or parties to whom notices are sent may be changed by the giving of notice as provided in this paragraph.

9. Power and Authority. The Reorganized Debtors have the full power and authority to (a) enter into this Note, (b) incur the obligations contemplated hereby, and (c) carry out the provisions of this Note. The Reorganized Debtors have taken all actions necessary for the execution and delivery of the Note and for the performance by the Reorganized Debtors of each of the obligations hereunder. This

Note constitutes the valid and binding obligation of the Reorganized Debtors and is enforceable in accordance with its terms.

10. Replacement. Upon receipt of evidence reasonably satisfactory to the Reorganized Debtors of the ownership and the loss, theft, destruction or mutilation of this Note , and in the case of any such loss, theft or destruction, upon receipt of indemnity mutually agreeable to the Reorganized Debtors and the GUC Trustee or, in the case of any such mutilation upon surrender of this Note, the Reorganized Debtors shall (at their expense) execute and deliver in lieu of such Note, a substantially identical unsecured promissory note representing the same rights represented by such lost, stolen, destroyed or mutilated Note and dated as of the date hereof.

11. Governing Law. This Note is delivered in and shall be enforceable in accordance with the laws of the State of Delaware (other than its conflict of laws principles) and shall be construed in accordance therewith.

12. JURY WAIVER. THE REORGANIZED DEBTORS AND THE GUC TRUST HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THIS NOTE.

13. Amendment. This Note may be amended, supplemented or modified only by written instruction duly executed by or on behalf of the GUC Trust.

14. Headings. The headings in this Note are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

15. Severability. In the event any one or more of the provisions of this Note shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Note operate or would prospectively operate to invalidate this Note, then and in any such event, such provision(s) only shall be deemed null and void and shall not affect any other provision of this Note and the remaining provisions of this Note shall remain operative and in full force and effect and in no way shall be affected, prejudiced, or disturbed thereby.

16. This Note is guaranteed by TIX 33433 LLC (see Exhibit "A" attached hereto and incorporated herein).

[SIGNATURE PAGE TO FOLLOW]

The Borrower has executed and issued this Note as a sealed instrument as of the date first above written.

REORGANIZED DEBTORS:

[TO BE LISTED]

By: _____
Name:
Title:

GUC TRUSTEE:

[]

By: _____
Name:
Title:

SIGNATURE PAGE TO UNSECURED PROMISSORY NOTE

EXHIBIT "A"

GUARANTY

THIS GUARANTY is executed as of the ___ day of _____, 2024 by TIX 33433 LLC, a Delaware limited liability company ("**Guarantor**") in favor of [GUC Trust] (the "**GUC Trust**").

A. In connection with the *Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [D.I. 481] (the "**Plan**"), LaVie Care Centers, LLC and its affiliated debtors in the chapter 11 cases captioned *In re LaVie Care Centers, LLC, et al.*, Case No. 24-55507 (PMB) (the "**Reorganized Debtors**") have agreed to fund the GUC Trust in an amount up to Two Million Dollars (\$2,000,000), as evidenced by that certain Unsecured Promissory Note dated as of the date hereof (the "**Note**"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Note.

B. It is a condition precedent to the effective date of the Plan that Guarantor execute this Guaranty. Guarantor, by virtue of its interest in or relationship with the Reorganized Debtors, deems it to be in Guarantor's best interest, based on sound business judgment in that valuable benefits will be derived by Guarantor by virtue of the Note, to execute and deliver to the GUC Trust this Guaranty.

For other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Guarantor hereby covenants and agrees as follows:

1. As used herein, the term "**Guaranteed Indebtedness**" means all amounts now or hereafter due and owing pursuant to the terms of the Note.

2. Guarantor hereby absolutely and unconditionally guarantees the prompt, complete and full payment when due, and no matter how such shall become due, as a primary obligor and surety for the Reorganized Debtors under the Plan, of the Guaranteed Indebtedness. It is expressly understood that this is a guarantee of payment and performance and not merely of collectability.

3. Upon the occurrence of any Event of Default under the Note, Guarantor shall, on demand, pay the amount due under this Guaranty to the GUC Trust at the address specified in the Note, and it shall not be necessary for the GUC Trust in order to enforce such payment by Guarantor to first institute suit or exhaust its remedies against Reorganized Debtors or to have the Reorganized Debtors joined with Guarantor in any suit brought under this Guaranty. Upon the occurrence of an Event of Default under the Note, the GUC Trust may in its discretion exercise from time to time such other rights and remedies available to it at law, in equity or otherwise, including, without limitation, entry of the Consent Judgment against Guarantor.

4. Until the Guaranteed Indebtedness is indefeasibly paid in full, Guarantor postpones and subordinates in favor of the GUC Trust or its designee (and any assignee or potential assignee) any and all rights which Guarantor may have to (a) assert any claim whatsoever against the Debtors or Reorganized Debtors based on subrogation, exoneration, reimbursement, or indemnity or any right of recourse to security for the Guaranteed Indebtedness with respect to payments made hereunder, and (b) any realization on any property of the Debtors or Reorganized Debtors, including participation in any marshalling of Debtors' or Reorganized Debtors' assets.

5. This Guaranty is binding on Guarantor and its successors and assigns.

6. No modification, consent, amendment or waiver of any provision of this Guaranty, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by the party against whom enforcement of such modification, consent, amendment or waiver is sought, and then shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on Guarantor or the GUC Trust in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

7. No delay or omission by Guarantor or the GUC Trust in exercising any power or right hereunder, or any single or partial exercise thereof, or the exercise of any other right or power hereunder, shall impair any such right or power or be construed as a waiver thereof or any acquiescence therein.

8. If Guarantor should breach or fail to perform any provision of this Guaranty, Guarantor agrees to pay the GUC Trust all costs and expenses (including court costs and reasonable attorney's fees) incurred by the GUC Trust in the enforcement hereof.

9. This Guaranty shall be governed by and construed in accordance with the laws of the State of Delaware, except for the choice of law rules of that state.

10. If any term or provision of this Guaranty shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be enforced to the fullest extent permitted by applicable law.

11. Any notices under this Guaranty shall be sent via reputable overnight mail carrier (e.g., FedEx, UPS, DHL) or U.S. Certified Mail or hand delivery (with acknowledgement of receipt), addressed as provided-for in the Note, and shall be effective upon receipt or refusal by addressee.

EXECUTED as of the date first above written.

GUARANTOR:

TIX 33433 LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "B"

CONSENT JUDGMENT

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

In re:

LAVIE CARE CENTERS, LLC, *et al.*¹

Debtors.

[●], as GUC Trustee,

Plaintiff,

v.

TIX 33433, LLC and LAVIE CARE CENTERS,
LLC, *et al.*,²

Defendants.

Chapter 11

Case No. 24-55507 (pmb)

(Jointly Administered)

Adv. Pro. No. **Refer to Summons**

JOINT MOTION FOR ENTRY OF CONSENT JUDGMENT AND ORDER

Plaintiff, [●], in his capacity as the GUC Trustee (the “GUC Trustee”), appointed under and as defined in the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 481] (the “Plan”)³ filed in the above-captioned Chapter 11 Cases, and each of the Reorganized Debtors and TIX 33433, LLC (“Defendants,” and together with the GUC Trustee, the “Parties”), hereby jointly move this Court for entry of a Consent Judgment and Order against Defendants.

In support of this Motion, the Parties state as follows:

1. An Event of Default has occurred under the Backstop Note and/or Backstop Note Guaranty (as defined therein).

¹ The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

² *Id.*

³ Capitalized terms not otherwise defined herein have the meanings set forth in the Plan.

2. In accordance with the terms set forth below, Defendants hereby authorize the entry of a Consent Judgment and Order in substantially the same form as attached hereto as Exhibit 1 (the “Judgment”), against Defendants, jointly and severally, and in favor of the GUC Trustee for the principal sum of \$ _____, which is equal to two times the remaining amount due under the Backstop Note, together with the GUC Trustee’s reasonable costs or expenses of this action, including attorneys’ fees, in the amount of \$ _____.

3. The GUC Trustee and each of the Defendants submit to the jurisdiction of this Court and to the jurisdiction of such other courts where the GUC Trustee shall seek to have the Judgment entered with respect to the subject matter of this Judgment, to the extent such courts have personal jurisdiction over Defendants, and hereby make a general appearance before this Court and all other such courts to which this Judgment is presented for entry. For the avoidance of doubt, this Motion and the Judgment may be modified to the extent necessary to enable them to be filed in a court other than this Court.

4. Defendants acknowledges that the Judgment is in payment and satisfaction of a claim by the GUC Trustee against Defendants, and Defendants assent to the entry of the Judgment as a free and voluntary act. Each Defendant acknowledges that it is obligated, jointly and severally, to pay the GUC Trustee the amount due and owing under this Judgment, as set forth herein.

5. The Parties signing this Consent Judgment are of lawful age and are the proper parties with authority to execute and sign the same.

6. The terms of the Judgment are commercially fair and reasonable and are the product of arm’s length discussions among the Parties and their counsel of choice.

WHEREFORE, the Parties respectfully request that the Court enter the Consent Judgment and Order in substantially the same form as attached hereto as Exhibit 1.

Dated: _____

/s/ DRAFT
[•]

/s/ DRAFT
[•]

Counsel to the Reorganized Debtors

Counsel to the GUC Trustee

/s/ DRAFT

[●]

Counsel to TIX 33433, LLC

EXHIBIT 1

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

In re:

LAVIE CARE CENTERS, LLC, *et al*¹

Debtors.

[●], as GUC Trustee,

Plaintiff,

v.

TIX 33433, LLC and LAVIE CARE CENTERS,
LLC, *et al.*,²

Defendants.

Chapter 11

Case No. 24-55507 (pmb)

(Jointly Administered)

Adv. Pro. No. **Refer to Summons**

CONSENT JUDGMENT AND ORDER

This matter having come before the Court on the parties' Joint Motion for Entry of Consent Judgment and Order, the parties hereto, Plaintiff, [●], in his capacity as the GUC Trustee (the "GUC Trustee"), appointed under and as defined in the *Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 481] (the "Plan")³ filed in the above-captioned Chapter 11 Cases, and each of the Reorganized Debtors and TIX 33433, LLC ("Defendants," and together with the GUC Trustee, the "Parties"), having had a full and fair opportunity to resolve the issue presented in this action, as well as all issues that could have been brought in an action between or among them, have agreed and consented to the entry of this Consent Judgment and Order.

¹ The last four digits of LaVie Care Centers, LLC's federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://veritaglobal.net/lavie>. The location of LaVie Care Centers, LLC's corporate headquarters and the Debtors' service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

² *Id.*

³ Capitalized terms not otherwise defined herein have the meanings set forth in the Plan.

NOW, THEREFORE, IT IS HEREBY FINALLY ORDERED, ADJUDICATED, AND DECREED as follows:

1. This Court has jurisdiction over the subject matter of this action and the parties to the action. The Parties submit to the jurisdiction of the Court for the purpose of enforcement of this Consent Judgment and Order.

2. Judgment is entered in favor of the GUC Trustee and against Defendants, jointly and severally, in the principal amount of \$_____, which is equal to two times the remaining amount due under the Backstop Note, together with the GUC Trustee's reasonable costs or expenses of this action, including attorneys' fees, in the amount of \$_____.

3. Each of the Parties consenting to the entry of this Consent Judgment and Order waives any and all rights to appeal or otherwise contest the Consent Judgment and Order.

4. The Court shall retain continuing jurisdiction over this action and the parties for the purposes of making any further orders necessary to enforce this Consent Judgment and Order.

SO ORDERED, this ____ day of _____.

United States Bankruptcy Judge

CONSENT

[●], in his capacity as the GUC Trustee (the “GUC Trustee”), appointed under and as defined in the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 481] hereby stipulates and consents to entry of the foregoing Consent Judgment and Order.

**[●], solely in his capacity
as the GUC Trustee**

By: _____
Date:

CONSENT

The Reorganized Debtors hereby stipulate and consent to entry of the foregoing Consent Judgment and Order.

By: _____
Date:

CONSENT

TIX 33433, LLC hereby stipulates and consents to entry of the foregoing Consent Judgment and Order.

By: _____
Date:

EXHIBIT L

GUC Trust Agreement

[Filed at Docket No. 571]