

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.))))	(Joint Administration Requested)

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

LaVie Care Centers, LLC ("LaVie") and certain of its affiliates and subsidiaries, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), hereby seeks entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), granting the relief described below. In support of this application (the "Application"), the Debtors submit the *Declaration of Evan J. Gershbein in Support of Debtors' Emergency Application for Entry of Order Authorizing the Retention and Employment of Kurtzman Carson Consultants LLC as Claims, Noticing, Solicitation, and Administrative Agent Effective as of the Petition Date* (the "Gershbein Declaration"), attached hereto as **Exhibit B**, and respectfully states as follows:

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, for which the Debtors have requested joint administration. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://www.kccllc.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.



RELIEF REQUESTED

1. By the Application, the Debtors respectfully request entry of the Proposed Order appointing Kurtzman Carson Consultants LLC (“KCC”) to act as the claims, noticing, solicitation, and administrative agent in the Debtors’ chapter 11 cases (the “Claims and Noticing Agent”).

JURISDICTION AND VENUE

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

3. The legal predicates for the relief requested herein are sections 156(c) of title 28 of the United States Code, section 105(a) and 327(a) of title 11 of the United States Code (the “Bankruptcy Code”), Rule(s) 2002, 2014(a), and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 9006-2, 9013-1, and 9013-2 of the Local Rules of Practice for the United States Bankruptcy Court for the Northern District of Georgia (the “Local Rules”), and the *Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases*, dated February 6, 2023 (the “Complex Case Procedures”).

BACKGROUND

I. The Chapter 11 Cases

4. On the date hereof (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “Court”). The Debtors continue to operate their business and manage their property as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

5. To date, the Office of the United States Trustee for Region 21 (the “U.S. Trustee”) has not appointed an official committee in these Chapter 11 Cases, nor has any trustee or examiner been appointed.

6. Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors’ business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the *Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”), filed contemporaneously herewith.

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

7. The Debtors have determined that there is a need for KCC’s services. Specifically, the Debtors believe it is necessary and in the best interests of its creditors and estates to engage KCC to act as its Claims and Noticing Agent to, among other things, assist in the preparation of the Debtors’ Schedules and Statements (as defined herein) and assume full responsibility for the distribution of notices and proof of claim forms and the maintenance, processing, and docketing of all proofs of claim filed in these Chapter 11 Cases. In addition, in connection with any plan proposed by the Debtors, the Debtors have determined that it will require the service of KCC with respect to the mailing of the Debtors’ disclosure statement, plan, and ballots and in maintaining and tallying ballots in connection with the voting on such plan. The terms of KCC’s proposed retention are set forth in that certain Services Agreement between KCC and the Debtors, dated as of May 22, 2024 (the “Services Agreement”), a copy of which is attached hereto as **Exhibit C**.

8. In view of the number of anticipated claimants, creditors, and parties-in-interest, the Debtors submit that the appointment of KCC as the Claims and Noticing Agent in these Chapter 11 Cases will provide the most effective and efficient means of, and relieve the Debtors and/or the

Clerk of the Court (the “Clerk”) of the administrative burden of, noticing, administering claims, and soliciting and tabulating votes and is in the best interests of both the Debtors’ estates and its creditors.

A. KCC’s Qualifications

9. KCC is one of the country’s leading chapter 11 administrators, with significant expertise in noticing, claims administration, balloting, and facilitating other administrative aspects of chapter 11 cases. KCC has substantial experience in matters of this size and complexity and has acted as the official claims and noticing agent in various jurisdictions nationwide. *See, e.g., In re Cano Health, Inc., et al.*, Case No. 24-10164 (KBO) (Bankr. D. Del. Feb. 6, 2024); *In re InVivo Therapeutics Corp., et al.*, Case No. 24-10137 (MFW) (Bankr. D. Del. Feb. 6, 2024); *In re AN Global LLC, et al.*, Case No. 23-11294 (JKS) (Bankr. D. Del. Aug. 29, 2023); *In re Proterra Inc, et al.*, Case No. 23-11120 (BLS) (Bankr. D. Del. Aug. 10, 2023); *In re Novan, Inc., et al.*, Case No. 23-10937 (LSS) (Bankr. D. Del. July 19, 2023); *In re Lordstown Motors Corp., et al.*, Case No. 23-10831 (MFW) (Bankr. D. Del. June 28, 2023); *In re KDC Agribusiness LLC, et al.*, Case No. 23-10786 (CTG) (Bankr. D. Del. June 21, 2023); *In re Regional Housing & Community Services Corp.*, Case No. 21-41034 (PWB) (Bankr. N.D. Ga. Aug. 27, 2021); *In re P-D Valmieria Glass USA Corp.*, Case No. 19- 59440 (PWB) (Bankr. N.D. Ga. June 26, 2019); *In re Fibrant, LLC, et al.*, Case No. 18-10274 (SDB) (Bankr. N.D. Ga. Mar. 8, 2018); *In re Legacy Turf Company, LLC*, Case No. 16-41504 (PWB) (Bankr. N.D. Ga. July 20, 2016); *In re Clayton General, Inc.*, Cases No. 15-64226 (WLH) (Bankr. N.D. Ga. Aug. 6, 2015).

B. Scope of Services

10. As detailed in the Services Agreement, KCC will perform the following services (collectively, the “Services”), as the Claims and Noticing Agent, at the request of the Debtors:

- a. Create and maintain a computer database of all creditors, claimants and parties-in-interest;
- b. prepare and serve required notices in these Chapter 11 Cases, which may include:
 1. notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors;
 2. notice of the claims bar date, if any;
 3. notice of objections to claims;
 4. notice of any hearings on a disclosure statement and confirmation of a plan of reorganization; and
 5. other miscellaneous notice to any entities, as may be deemed necessary for the orderly administration of these cases;
- c. after the mailing of a particular notice, prepare for filing with the Clerk's Office a certificate or affidavit of service that references the document served and includes an alphabetical listing of the parties to whom the notice was mailed and the date and manner of mailing;
- d. receive and record proofs of claim and proofs of interest;
- e. create and maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 1. the names of the Debtors;
 2. the name and address of the claimant, and any agent thereof;
 3. the date received;
 4. the claim number assigned; and
 5. the asserted amount and classification of claim;
- f. implement necessary security measures to ensure the completeness and integrity of the claims register;
- g. transmit to the Clerk's Office a copy of the claims register upon request and at agreed upon intervals;
- h. act as balloting agent which will include the following services:

1. print ballots;
 2. coordinate mailing of ballots, disclosure statement(s), and plan(s) of reorganization and other appropriate materials to all voting and non-voting parties, and provide affidavits of service;
 3. prepare voting reports by plan class, creditor, o shareholder, and amount for review and approval by the Debtors and their counsel; and
 4. receive and tabulate ballots, inspect ballots for conformity to voting procedures, date stamp and number ballots consecutively, provide computerized balloting database services and certify the tabulation results;
- i. maintain an up-to-date creditor matrix, which list shall be available upon request of a party-in-interest or the Clerk's Office;
 - j. record all transfers of claims pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure and provide notice of such transfers as required thereunder;
 - k. comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements;
 - l. provide temporary employees to process claims, as necessary;
 - m. promptly comply with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe;
 - n. perform such other administrative and support related noticing, claims, docketing, solicitation and distribution services as the Debtors or the Clerk's Office may request;
 - o. provide reconciliation and resolution of claims services to the Debtors; and
 - p. aid in the preparation, mailing, and tabulation of ballots for the purpose of accepting or rejecting any plan of reorganization proposed by the Debtors.
11. The Claims Register shall be open to the public for examination without charge during regular business hours and on a case-specific website maintained by KCC.

C. Professional Compensation

12. The Debtors propose to compensate KCC for the Services set forth above in accordance with the pricing schedule attached to the Services Agreement. The Debtors respectfully request that the undisputed fees and expenses incurred by KCC in the performance of the Services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and Bankruptcy Code section 503(b)(1)(A) and be paid in the ordinary course of business pursuant to the Services Agreement without further application to or order of the Court.

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

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

15. In addition, under the terms of the Services Agreement, the Debtors have agreed to indemnify and defend KCC, its affiliates, parent, and each such entity's officers, members,

directors, agents, representatives, managers, consultants, and employees under certain circumstances specified in the Services Agreement, except in circumstances resulting from KCC's gross negligence or willful misconduct, or as otherwise provided in the Proposed Order. The Debtors believe that such an indemnification obligation is customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in these Chapter 11 Cases.

D. KCC's Disinterestedness

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

BASIS FOR RELIEF REQUESTED

I. Sufficient Cause for the Appointment of KCC

17. The Court is permitted to appoint KCC as Claims and Noticing Agent in the Chapter 11 Cases. Pursuant to 28 U.S.C. § 156(c), this Court is authorized to utilize agents and facilities other than the Clerk for the administration of bankruptcy cases. Specifically, 28 U.S.C. § 156(c) provides, in relevant part, as follows:

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

28 U.S.C. § 156(c). Further, Bankruptcy Code section 105(a) provides, in pertinent part, as follows:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party-in-interest shall be construed to preclude the court from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a). Moreover, Bankruptcy Rule 2002, which regulates the notices that must be provided to creditors and other parties-in-interest in a bankruptcy case, provides that the Court may direct that a person other than the Clerk give notice of the various matters described therein. *See Fed. R. Bankr. P. 2002.*

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

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

11 U.S.C. § 327(a).

19. Bankruptcy Rule 2014(a) requires that an application for retention include:

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

Fed. R. Bankr. P. 2014.

20. The appointment of KCC as Claims and Noticing Agent will help to expedite and more efficiently facilitate the administration of these Chapter 11 Cases, particularly given the number of parties receiving notice in these Chapter 11 Cases and the number of anticipated claimants, and will relieve the Clerk's office of associated administrative burdens. The Debtors also believe that the terms and conditions of the Services Agreement are reasonable in light of the anticipated number of creditors and other parties-in-interest that will be involved in these Chapter 11 Cases. For these reasons, the Debtors respectfully submit that the appointment of KCC as Claims and Noticing Agent is necessary and in the best interests of the Debtors and their estates and will serve to maximize the value of the Debtors' estates for all stakeholders.

RELIEF AS OF THE PETITION DATE IS APPROPRIATE

21. In accordance with the Debtors' request, KCC has agreed to serve as Claims and Noticing Agent on and after the Petition Date with assurances that the Debtors would seek approval of their employment and retention, effective as of the Petition Date, so that KCC can be compensated for services rendered on and after the Petition Date, including prior to approval of the Application. The Debtors believe that no party-in-interest will be prejudiced by the granting of the employment, as proposed in the Application, because KCC has provided, and continues to provide, valuable services to the Debtors' estates during the interim period. Accordingly, the Debtors respectfully request entry of the Proposed Order authorizing the Debtors to retain and employ KCC as Claims and Noticing Agent effective as of the Petition Date.

EMERGENCY CONSIDERATION

22. The Debtors respectfully request emergency consideration of this Application pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid

immediate and irreparable harm.” Fed. R. Bankr. P. 6003. Here, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors’ operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first 21 days of these Chapter 11 Cases would severely disrupt the Debtors’ operations at this critical juncture. Accordingly, the Debtors submit that it has satisfied the “immediate and irreparable harm” standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Application on an emergency basis.

RESERVATION OF RIGHTS

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

NOTICE

24. The Debtors will provide notice of the Motion to: (a) the U.S. Trustee; (b) the Internal Revenue Service; (c) the United States Attorney for the Northern District of Georgia; (d) the Attorney General for the State of Georgia; (e) the Georgia Department of Revenue; (f) the Centers for Medicare and Medicaid Services; (g) the states attorneys general for states in which the Debtors conduct business; (h) the parties included on the Debtors’ list of their 30 largest unsecured creditors; (i) counsel to the Debtors’ prepetition lenders; (j) counsel to the

proposed DIP Lenders; and (k) all parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtors submit that no other or further notice is required.

NO PRIOR REQUEST

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

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

Dated: Atlanta, Georgia
June 2, 2024

MCDERMOTT WILL & EMERY LLP

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*Proposed Counsel for the Debtors and
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CERTIFICATE OF SERVICE

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

Dated: Atlanta, Georgia
June 2, 2024

MCDERMOTT WILL & EMERY LLP

/s/ Daniel M. Simon
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*Proposed Counsel for the Debtors and
Debtors-in-Possession*

EXHIBIT A

Proposed Order

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

<p>In re:</p> <p>LAVIE CARE CENTERS, LLC, <i>et al.</i>¹</p> <p style="text-align: center;">Debtors.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Chapter 11</p> <p>Case No. 24-55507 (PMB)</p> <p>(Jointly Administered)</p> <p>Related to Docket No. ____</p>
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**ORDER AUTHORIZING THE RETENTION
AND EMPLOYMENT OF KURTZMAN CARSON
CONSULTANTS LLC AS CLAIMS, NOTICING, SOLICITATION, AND
ADMINISTRATIVE AGENT EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “Application”)² of the Debtors for entry of an order (this “Order”) appointing Kurtzman Carson Consultants LLC (“KCC”) as claims, noticing,

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, for which the Debtors have requested joint administration. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.kccllc.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 have the meanings ascribed to them in the Application.

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

ORDERED, ADJUDGED, AND DECREED that:

1. The Application is granted as set forth herein.

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

3. Pursuant to 28 U.S.C. § 156(c), Bankruptcy Code sections 105(a) and 327(a), and Bankruptcy Rules 2002, 2014, and 2016, the Debtors are authorized, but not directed, to retain KCC as Claims and Noticing Agent in the Chapter 11 Cases, effective as of the Petition Date, under the terms of the Services Agreement, and KCC is directed to perform the Services and to receive, maintain, record, and otherwise administer the proofs of claim filed in the Chapter 11 Cases and perform all related tasks as set forth in the Application, the Services Agreement, and this Order. In addition to the services set forth in the Application and the Services Agreement, KCC is authorized to provide other noticing, claims processing, and administrative services as the Debtors and the Clerk may request from time to time. The Clerk shall provide KCC with ECF credentials that allow KCC to receive ECF notifications and file certificates of service.

4. KCC shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in the Chapter 11 Cases and is authorized and directed to maintain the official Claims Register for the Debtors, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.

5. KCC is authorized and directed to obtain a post office box or address for the receipt of proofs of claim. KCC is also authorized to provide an electronic interface for filing proofs of claim, subject to further Court approval.

6. KCC is authorized to take such other action to comply with all duties set forth in the Application and this Order.

7. KCC shall comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

8. Without further order of the Court, the Debtors are authorized to compensate KCC for its Services in accordance with the terms of the Services Agreement upon receipt of reasonably detailed monthly invoices setting forth the services provided by KCC, and to reimburse KCC for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for KCC to file fee applications or otherwise seek this Court's approval for the compensation of its services and reimbursement of its expenses.

9. KCC shall maintain records of all services performed, showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the U.S. Trustee, counsel to the Debtors, counsel to any statutory committee appointed in the Chapter 11 Cases, and any party-in-interest who specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Services Agreement or monthly invoices, and the parties may seek resolution of such matter from this Court if resolution is not achieved.

11. Pursuant to Bankruptcy Code section 503(b)(1)(A), and subject to paragraphs 8- 10 of this Order, the fees and expenses of KCC incurred in connection with the Services shall be an administrative expense of the Debtors' estates.

12. KCC may apply its Advance to all prepetition invoices, which retainer shall be replenished to the original retainer amount of \$50,000 and, thereafter, KCC may hold the Advance as a retainer during the Chapter 11 Cases as security for payment of KCC's final invoice for services rendered and expenses incurred under the Services Agreement. Upon cessation of KCC's

engagement, any unused advance amounts after payment of all outstanding fees and expenses under the Services Agreement will be returned to the Debtors.

13. The Debtors are authorized to indemnify KCC under the terms of the Services Agreement, subject to the following modifications:

- a. KCC shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Services Agreement for services other than the services provided under the Services Agreement, unless such services and the indemnification, contribution, or reimbursement therefor are approved by this Court;
- b. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any claim or expense that is either: (i) judicially determined (the determination having become final) to have arisen solely from KCC's gross negligence, willful misconduct, fraud, bad faith, self-dealing, or breach of fiduciary duty (if any) as provided in this Order; (ii) for a contractual dispute in which the Debtors allege the breach of KCC's contractual obligations if the Court determines that indemnification, contribution, or reimbursement would not be permissible pursuant to applicable law, or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which KCC should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by this Order;
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Chapter 11 Cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing the Chapter 11 Cases, KCC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, KCC must file an application therefor in the Court, and the Debtors may not pay any such amounts to KCC before the entry of an order by the Court approving the payment. If KCC seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Services Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in KCC's own applications, both interim and final, but determined by this Court after notice and a hearing. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by KCC for indemnification, contribution,

or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify KCC. All parties-in-interest shall retain the right to object to any demand by KCC for indemnification, contribution, or reimbursement.

14. KCC shall provide access to the Claims Register without charge, including access to copies of proofs of claim with attachments, if any.

15. In the event KCC is unable to provide the Services, KCC will immediately notify the Clerk and the Debtors' counsel and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

16. Notwithstanding anything to the contrary contained in the Application or this Order, any payment to be made and any relief or authorization granted hereunder shall be limited by, and shall be subject to, the requirements imposed on the Debtors in the DIP Orders, including, for the avoidance of doubt, the Approved DIP Budget. To the extent of any conflict (but solely to the extent of such conflict) between the terms of this Order and the terms of the DIP Orders, the terms of the DIP Orders will govern.

17. KCC shall not cease providing claims processing services during the Chapter 11 Cases for any reason, including nonpayment, without an order of this Court.

18. In the event of any inconsistency between the Services Agreement, the Application, and this Order, the terms of this Order shall govern.

19. Notice of the Application as provided therein shall be deemed good and sufficient notice of the same and the requirements of the Bankruptcy Rules are satisfied by such notice.

20. The Debtors and KCC are authorized to take all steps necessary or appropriate to carry out this Order.

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

END OF ORDER

Prepared and presented by:

/s/ Daniel M. Simon

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- and -

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

Jake Jumbeck (*pro hac vice* pending)

Catherine Lee (*pro hac vice* pending)

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

Distribution List

LaVie Care Centers, LLC
c/o Ankura Consulting Group, LLC,
485 Lexington Avenue, 10th Floor,
New York, NY 10017
Attn: M. Benjamin Jones

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McDermott Will & Emery LLP
1180 Peachtree Street NE, Suite 3350
Atlanta, GA 30309

Emily C. Keil
McDermott Will & Emery LLP
444 West Lake Street, Suite 4000
Chicago, IL 60606

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245

Jonathan S. Adams
Office of the United States Trustee
362 Richard Russell Federal Building
75 Ted Turner Drive, SW
Atlanta, GA 30303

EXHIBIT B

GERSHBEIN DECLARATION

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.)	(Joint Administration Requested)
)	

**DECLARATION OF EVAN J. GERSHBEIN IN SUPPORT OF THE
DEBTORS’ APPLICATION FOR ENTRY OF AN ORDER AUTHORIZING
THE RETENTION AND EMPLOYMENT OF KURTZMAN CARSON
CONSULTANTS LLC AS CLAIMS, NOTICING, SOLICITATION, AND
ADMINISTRATIVE AGENT EFFECTIVE AS OF THE PETITION DATE**

I, Evan J. Gershbein, hereby declare under penalty of perjury as follows:

1. I am an Executive Vice President of Corporate Restructuring of Kurtzman Carson Consultants LLC (“KCC”), a chapter 11 administrative services firm whose headquarters are located at 222 N. Pacific Coast Highway, 3rd Floor, El Segundo, California, 90245. Except as otherwise noted in this declaration (this “Declaration”), I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. I submit this Declaration in support of the *Debtors’ Application for Entry of an Order Authorizing the Retention and Employment of Kurtzman Carson Consultants LLC as Claims, Noticing, and Solicitation Agent Effective as of the Petition Date* (the “Application”),² filed contemporaneously herewith.

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, for which the Debtors have requested joint administration. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <https://www.kccllc.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 in the Application.

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

4. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the “Potential Parties in Interest”) in these Chapter 11 Cases. The list of Potential Parties in Interest was provided by the Debtors and is attached hereto as **Schedule 1**.

The results of the conflict check were compiled and reviewed by KCC professionals under my supervision. At this time and as set forth in further detail herein, KCC is not aware of any connection that would present a disqualifying conflict of interest. Should KCC discover any new relevant facts or connections bearing on the matters described herein during the period of its retention, KCC will use reasonable efforts to file promptly a supplemental declaration.

5. To the best of my knowledge, and based solely upon information provided to me by the Debtors, neither KCC, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties. KCC may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which KCC serves or has served in a neutral capacity as claims, noticing, solicitation, and administrative agent for another chapter 11 debtor.

6. KCC has and will continue to represent clients in matters unrelated to these Chapter 11 Cases. In addition, in matters unrelated to these Chapter 11 Cases, KCC and its personnel may have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties-in-interest that may be involved in these Chapter 11 Cases. KCC may also provide professional services to entities or persons that may be creditors or parties-in-interest in these Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

7. KCC and its personnel in their individual capacities regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by KCC or its personnel may appear in chapter 11 cases representing the Debtors or parties-in-interest. All engagements where such firms represent KCC or its personnel in their individual capacities are unrelated to these Chapter 11 Cases.

8. On May 1, 2023, funds affiliated with GCP Capital Partners LLC (“GCP”) indirectly acquired a controlling equity interest in KCC (the “Acquisition”). Pursuant to the Acquisition, an indirect, non-controlling, beneficial minority interest in KCC was acquired by funds affiliated with J.P. Morgan Investment Management Inc. (“JPMIM”). GCP is a middle-market private equity investment firm based in New York. GCP has made investments in a number of industries, including tech-enabled business services, payments, and select financials. JPMIM is a U.S. registered investment adviser. Designees of GCP are members of the Board of Managers (the “Board”) of KCC’s ultimate parent company, KCC Parent LLC (“Parent”). Parent wholly owns KCC Intermediate LLC, which in turn wholly owns KCC Global Administration, LLC, which in turn wholly owns KCC Topco LLC, which in turn wholly owns KCC. One representative of JPMIM is entitled to attend and observe (but not vote) at all meetings of the Board, but no designee of JPMIM is a member of the Board.

9. KCC searched all entities listed in the list of Potential Parties in Interest against an internal database that includes (i) KCC’s parent entities, affiliates, and subsidiaries and (ii) GCP, GCP’s funds, and each such fund’s respective portfolio companies and investments as set forth in the list most recently provided to KCC by GCP. Based solely on the foregoing search, KCC has determined, to the best of its knowledge, the following connection:

- a. Chase is listed as a bank on the Potential Parties in Interest List. There are information barriers between JPMIM and the line of business where Chase may be associated with the Debtors.

10. To the extent KCC learns of any other material connections between the funds or investments included in the above-described conflicts search and the Debtors, KCC will promptly file a supplemental disclosure. In addition, KCC may have had, may currently have, or may in the

future have business relationships unrelated to the Debtors with one or more GCP or JPMIM entities including, among others, portfolio companies of GCP.

11. Based on the foregoing, I believe that KCC is a “disinterested person” as that term is defined in Bankruptcy Code section 101(14) with respect to the matters upon which it is to be engaged. Moreover, to the best of my knowledge and belief, neither KCC nor any of its partners or employees hold or represent any interest materially adverse to the Debtors’ estates with respect to any matter upon which KCC is to be engaged.

[Remainder of page intentionally left blank]

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

Dated: June 2, 2024



Evan J. Gershbein
Executive Vice President of Corporate
Restructuring
Kurtzman Carson Consultants LLC

SCHEDULE 1

Parties-in-Interest List

LaVie Parties in Interest List

Debtors

LaVie Care Centers, LLC
10040 Hillview Road Operations LLC (d/b/a University Hills Health and Rehabilitation)
1010 Carpenters Way Operations LLC (d/b/a Wedgewood Healthcare Center)
1026 Albee Farm Road Operations LLC (d/b/a Bay Breeze Health and Rehabilitation Center)
1061 Virginia Street Operations LLC (d/b/a Lakeside Oaks Care Center)
1111 Drury Lane Operations LLC (d/b/a Englewood Healthcare and Rehabilitation Center)
1120 West Donegan Avenue Operations LLC (d/b/a Keystone Rehabilitation and Health Center)
11565 Harts Road Operations LLC (d/b/a Harts Harbor Health Care Center)
12170 Cortez Boulevard Operations LLC (d/b/a Spring Hill Health and Rehabilitation Center)
125 Alma Boulevard Operations LLC (d/b/a Island Health and Rehabilitation Center)
1445 Howell Avenue Operations LLC (d/b/a Heron Pointe Health and Rehabilitation Center)
1465 Oakfield Drive Operations LLC (d/b/a Brandon Health and Rehabilitation Center)
1507 South Tuttle Avenue Operations LLC (d/b/a Magnolia Health and Rehabilitation Center)
15204 West Colonial Drive Operations LLC (d/b/a Colonial Lakes Health Care)
1550 Jess Parrish Court Operations LLC (d/b/a Vista Manor)
1615 Miami Road Operations LLC (d/b/a Harbor Beach Nursing and Rehabilitation Center)
1820 Shore Drive Operations LLC (d/b/a Health and Rehabilitation Centre at Dolphins View, The)
1851 Elkcam Boulevard Operations LLC (d/b/a Deltona Health Care)
1937 Jenks Avenue Operations LLC (d/b/a Sea Breeze Health Care)
195 Mattie M. Kelly Boulevard Operations LLC (d/b/a Destin Healthcare and Rehabilitation Center)
216 Santa Barbara Boulevard Operations LLC (d/b/a Coral Trace Health Care)
2333 North Brentwood Circle Operations LLC (d/b/a Health Center at Brentwood)
2401 NE 2nd Street Operations LLC (d/b/a SeaView Nursing and Rehabilitation Center)
2826 Cleveland Avenue Operations LLC (d/b/a Heritage Park Rehabilitation and Healthcare)
2916 Habana Way Operations LLC (d/b/a Habana Health Care Center)
2939 South Haverhill Road Operations LLC (d/b/a Coral Bay Healthcare and Rehabilitation)
3001 Palm Coast Parkway Operations, LLC (d/b/a Grand Oaks Health and Rehabilitation Center)
3101 Ginger Drive Operations LLC (d/b/a Heritage Healthcare Center at Tallahassee)
3110 Oakbridge Boulevard Operations LLC (d/b/a Oakbridge Healthcare Center)
3735 Evans Avenue Operations LLC (d/b/a Evans Health Care)
3825 Countryside Boulevard Operations LLC (d/b/a Countryside Rehab and Healthcare Center)
3920 Rosewood Way Operations LLC (d/b/a/ Rosewood Health and Rehabilitation Center)
4200 Washington Street Operations LLC (d/b/a Hillcrest Health Care and Rehabilitation Center)
4641 Old Canoe Creek Road Operations LLC (d/b/a Plantation Bay Rehabilitation Center)
500 South Hospital Drive Operations LLC (d/b/a Shoal Creek Rehabilitation Center)
5065 Wallis Road Operations LLC (d/b/a Renaissance Health and Rehabilitation)

518 West Fletcher Avenue Operations LLC
(d/b/a Fletcher Health and Rehabilitation
Center)
5405 Babcock Street Operations LLC (d/b/a
The Palms Rehabilitation and Healthcare
Center)
611 South 13th Street Operations LLC
(d/b/a Fort Pierce Health Care)
626 North Tyndall Parkway Operations LLC
(d/b/a Emerald Shores Health and
Rehabilitation)
6305 Cortez Road West Operations LLC
(d/b/a Bradenton Health Care)
6414 13th Road South Operations, LLC
(d/b/a Wood Lake Health and Rehabilitation
Center)
650 Reed Canal Road Operations LLC
(d/b/a Oaktree Healthcare)
6700 NW 10th Place Operations LLC (d/b/a
North Florida Rehabilitation and Specialty
Care)
702 South Kings Avenue Operations LLC
(d/b/a Central Park Healthcare and
Rehabilitation Center)
710 North Sun Drive Operations LLC (d/b/a
Lake Mary Health and Rehabilitation
Center)
741 South Beneva Road Operations LLC
(d/b/a Beneva Lakes Assisted Living Center;
Beneva Lakes Healthcare and Rehabilitation
Center)
777 Ninth Street North Operations LLC
(d/b/a Heritage Healthcare and
Rehabilitation Center)
7950 Lake Underhill Road Operations LLC
(d/b/a Rio Pinar Health Care)
9035 Bryan Dairy Road Operations LLC
(d/b/a Bardmoor Oaks Healthcare and
Rehabilitation Center (f/k/a Largo Health
and Rehabilitation Center))
9311 South Orange Blossom Trail
Operations LLC (d/b/a Parks Healthcare and
Rehabilitation Center, The)
9355 San Jose Boulevard Operations LLC
(d/b/a San Jose Health and Rehabilitation
Center)

Alpha Health Care Properties, LLC
Ambassador Ancillary Services, LLC
Ambassador Rehabilitative Services, LLC
Ashland Facility Operations, LLC (d/b/a
Ashland Nursing & Rehabilitation Center)
Ashton Court HealthCare, LLC (d/b/a
Ashton Court Care and Rehabilitation
Centre)
Assisted Living at Frostburg Village Facility
Operations, LLC (d/b/a Assisted Living at
Frostburg Village)
Augusta Facility Operations, LLC (d/b/a
Augusta Nursing and Rehab Center)
Augusta Health Care Properties, LLC
Baya Nursing and Rehabilitation, LLC
(d/b/a Baya Pointe Nursing and
Rehabilitation Center)
Bayonet Point Facility Operations, LLC
(d/b/a Consulate Health Care of Bayonet
Point)
Bossier HealthCare, LLC (d/b/a Heritage
Manor of Bossier)
Brandon Facility Operations, LLC (d/b/a
Consulate Health Care of Brandon)
Brentwood Meadow Health Care
Associates, LLC (d/b/a Brentwood
Retirement Community)
Briley Facility Operations, LLC
Brownsboro Hills HealthCare, LLC (d/b/a
Brownsboro Hills Health Care and
Rehabilitation Center)
Canonsburg Property Investors, LLC
Capital Health Care Associates, LLC (d/b/a
Capital Healthcare Center)
Cardinal North Carolina HealthCare, LLC
(d/b/a Cardinal Healthcare and
Rehabilitation Center)
Carey Facility Operations, LLC
Cary HealthCare, LLC (d/b/a Cary Health
and Rehabilitation Center)
Catalina Gardens Health Care Associates,
LLC (d/b/a Brookshire, The)
Catalina Health Care Associates, LLC
Centennial Acquisition Corporation
Centennial Employee Management, LLC
Centennial Five Star Master Tenant, LLC

Centennial HealthCare Corporation	Cypress Manor Health Care Associates, LLC
Centennial Healthcare Holding Company LLC	Cypress Square Health Care Associates, LLC (d/b/a Cypress Square Villas)
Centennial HealthCare Investment Corporation	D.C. Medical Investors Limited Partnership
Centennial HealthCare Management Corporation	Donegan Square Health Care Associates, LLC (d/b/a Keystone Villas Assisted Living Center)
Centennial HealthCare Properties Corporation	Down East HealthCare, LLC (d/b/a Down East Health and Rehabilitation Center)
Centennial Healthcare Properties, LLC	Edinburgh Square Health Care Associates, LLC (d/b/a Villas at Lakeside Oaks, The)
Centennial Management Investment, LLC	Emerald Ridge HealthCare, LLC (d/b/a Emerald Ridge Rehabilitation and Care Center)
Centennial Master Subtenant, LLC	Envoy Health Care, LLC
Centennial Master Tenant, LLC	Envoy Management Company, LLC
Centennial Newco Holding Company, LLC	Envoy of Alexandria, LLC (d/b/a Envoy of Alexandria)
Centennial Professional Therapy Services Corporation	Envoy of Denton, LLC (d/b/a Envoy of Denton)
Centennial SEHC Master Tenant LLC	Envoy of Forest Hills, LLC (d/b/a Bonview Rehabilitation and Healthcare)
Centennial Service Corporation - Grant Park Charlwell HealthCare, LLC (d/b/a Charlwell House)	Envoy of Fork Union, LLC (d/b/a Envoy at the Village)
Chenal HealthCare, LLC (d/b/a Chenal Rehabilitation and Healthcare Center)	Envoy of Goochland, LLC (d/b/a Envoy at the Meadows)
Cheswick Facility Operations, LLC (d/b/a Consulate Health Care of Cheswick)	Envoy of Lawrenceville, LLC (d/b/a Envoy of Lawrenceville)
CHIC Holding Company, LLC	Envoy of Norfolk, LLC (d/b/a Envoy of Thornton Hall; Envoy of Thornton Hall (ALF))
CHMC Holding Company, LLC	Envoy of Pikesville, LLC (d/b/a Envoy of Pikesville)
CHPC Holding Company LLC	Envoy of Richmond, LLC (d/b/a Envoy of Westover Hills)
Clay County HealthCare, LLC (d/b/a Clay County Care Center)	Envoy of Somerset, LLC (d/b/a Siemon's Heritage Personal Care Center; Siemon's Lakeview Manor Nursing and Rehabilitation Center)
Clearwater HealthCare, LLC (d/b/a Clearwater Health and Rehabilitation)	Envoy of Staunton, LLC (d/b/a Envoy of Staunton)
Coastal Administrative Services, LLC	Envoy of Williamsburg, LLC (d/b/a Envoy of Williamsburg)
Coastal Management Investment, LLC	
Consulate EV Acquisition, LLC	
Consulate EV Master Tenant, LLC	
Consulate EV Operations I, LLC	
Consulate Facility Leasing, LLC	
Consulate Management Company III, LLC (d/b/a Consulate Health Care)	
Consulate MZHBS Leaseholdings, LLC	
Consulate NHCG Leaseholdings, LLC	
Country Meadow Facility Operations, LLC (d/b/a Country Meadow Care Center)	
Crestline Facility Operations, LLC (d/b/a Crestline Nursing Center)	

Envoy of Winchester, LLC (d/b/a Envoy of Winchester)
Envoy of Woodbridge, LLC (d/b/a Envoy of Woodbridge)
Epsilon Health Care Properties, LLC
Ferriday HealthCare, LLC (d/b/a Heritage Manor Health and Rehabilitation Center)
FLLVMT, LLC
Florida Health Care Properties, LLC
Floridian Facility Operations, LLC (d/b/a Floridean Nursing and Rehabilitation Center, The)
Forrest Oakes HealthCare, LLC (d/b/a Forrest Oakes Healthcare Center)
Franklinton HealthCare, LLC (d/b/a Heritage Manor of Franklinton)
Frostburg Facility Operations, LLC (d/b/a Frostburg Village)
Garden Court HealthCare, LLC (d/b/a Garden Court Health and Rehabilitation Center)
Gateway HealthCare, LLC (d/b/a Gateway Rehabilitation and Healthcare)
Genoa Healthcare Consulting, LLC
Genoa Healthcare Group, LLC
Glenburney HealthCare, LLC (d/b/a Glenburney Health Care and Rehabilitation Center)
Grant Park Nursing Home Limited Partnership
Grayson Facility Operations, LLC (d/b/a Grayson Rehabilitation and Health Care Center)
Green Cove Facility Operations LLC (d/b/a Green Cove Springs Rehabilitation and Care Center)
Greenfield Facility Operations, LLC (d/b/a Edgewood Manor of Greenfield)
Harbor Pointe Facility Operations, LLC (d/b/a Village at Harbor Pointe, The; Lutheran Village at Harbor Pointe)
HFLLVMT, LLC
Hilltop Mississippi HealthCare, LLC (d/b/a Hilltop Manor Health and Rehabilitation Center)
Hilltopper Holding Corp.

Hollywell HealthCare, LLC
Hunter Woods HealthCare, LLC (d/b/a Hunter Woods Nursing and Rehabilitation Center)
Hurstbourne HealthCare, LLC (d/b/a Hurstbourne Care Centre at Stony Brook)
Jacksonville Facility Operations, LLC (d/b/a Consulate Health Care of Jacksonville)
Jennings HealthCare, LLC (d/b/a Jennings Healthcare Center)
Josera, LLC (d/b/a Independence Living Centers)
Kannapolis HealthCare, LLC (d/b/a Transitional Health Services of Kannapolis)
KD HealthCare, LLC (d/b/a Kathleen Daniel)
Kenton Facility Operations, LLC (d/b/a Kenton Nursing & Rehabilitation Center)
Kenwood View HealthCare, LLC (d/b/a Kenwood View Health and Rehabilitation Center)
Kimwell HealthCare, LLC (d/b/a Kimwell)
Kings Daughters Facility Operations, LLC (d/b/a Kings Daughters Community Health & Rehab)
Kissimmee Facility Operations, LLC (d/b/a Consulate Health Care of Kissimmee)
Lake Parker Facility Operations, LLC (d/b/a Consulate Health Care at Lake Parker)
Lakeland Facility Operations, LLC (d/b/a Consulate Health Care of Lakeland)
Legends Facility Operations, LLC (d/b/a Legends Care Center)
Level Up Staffing, LLC
Libby HealthCare, LLC (d/b/a Libby Care Center)
Lidenskab, LLC (d/b/a Raydiant Health Care)
Lincoln Center HealthCare, LLC (d/b/a Lincoln Centers for Rehabilitation and Healthcare)
Locust Grove Facility Operations, LLC (d/b/a Locust Grove Retirement Village; The Cottages at Locust Grove)
LTC Insurance Associates, LLC

Lucasville I Facility Operations, LLC (d/b/a Edgewood Manor of Lucasville I)
Lucasville II Facility Operations, LLC (d/b/a Edgewood Manor of Lucasville II)
Luther Ridge Facility Operations, LLC (d/b/a Luther Ridge at Seiders Hill)
LV CHC Holdings I, LLC
LV Operations I, LLC
LV Operations II, LLC
LVE Holdco, LLC
LVE Master Tenant 1, LLC
LVE Master Tenant 2, LLC
LVE Master Tenant 3, LLC
LVE Master Tenant 4, LLC
LVFH Master Tenant, LLC
LVLUPH, LLC
MA HealthCare Holding Company, LLC
Manor at St. Luke Village Facility Operations, LLC (d/b/a Manor at St. Luke Village, The)
McComb HealthCare, LLC (d/b/a Courtyard Rehabilitation and Healthcare)
Melbourne Facility Operations, LLC (d/b/a Consulate Health Care of Melbourne)
Miami Facility Operations, LLC (d/b/a Franco Nursing & Rehabilitation Center)
Milton HealthCare, LLC (d/b/a Milton Health Care)
Montclair HealthCare, LLC (d/b/a Montclair Nursing and Rehabilitation Center)
Mount Royal Facility Operations, LLC (d/b/a Mount Royal Villa)
NENC HealthCare Holding Company, LLC
New Harmonie HealthCare, LLC (d/b/a New Harmonie Healthcare Center)
New Port Richey Facility Operations, LLC (d/b/a Consulate Health Care of New Port Richey)
Newport News Facility Operations, LLC (d/b/a Newport News Nursing and Rehabilitation Center)
Norfolk Facility Operations, LLC (d/b/a Consulate Health Care of Norfolk)
North Carolina Master Tenant, LLC

North Fort Myers Facility Operations, LLC (d/b/a Consulate Health Care of North Fort Myers)
North Strabane Facility Operations, LLC (d/b/a Consulate Health Care of North Strabane)
Oak Grove HealthCare, LLC (d/b/a Oak Grove Healthcare Center)
Oaks at Sweeten Creek HealthCare, LLC (d/b/a Oaks at Sweeten Creek, The)
Omro HealthCare, LLC (d/b/a Omro Care Center)
Onetete, LLC
Orange Park Facility Operations, LLC (d/b/a Consulate Health Care of Orange Park)
Osprey Nursing and Rehabilitation, LLC (d/b/a Osprey Point Nursing Center)
Paloma Blanca Health Care Associates, LLC (d/b/a Paloma Blanca Health and Rehabilitation)
Parkside Facility Operations, LLC (d/b/a Parkside Manor)
Parkview Facility Operations, LLC (d/b/a Parkview Care Center)
Parkview HealthCare, LLC (d/b/a Parkview Nursing and Rehabilitation Center)
Parkview Manor HealthCare, LLC (d/b/a Parkview Manor Health and Rehabilitation Center)
Parkwell HealthCare, LLC (d/b/a Parkwell)
Pavilion at St. Luke Village Facility Operations, LLC (d/b/a Amity Village; Pavilion at St. Luke Village, The)
Penn Village Facility Operations, LLC (d/b/a Manor at Penn Village, The; Pennsfield Apartments)
Pennknoll Village Facility Operations, LLC (d/b/a Pennknoll Village)
Pensacola Facility Operations, LLC (d/b/a Consulate Health Care of Pensacola)
Perry Facility Operations, LLC (d/b/a Perry Oaks Health Care)
Perry Village Facility Operations, LLC (d/b/a Manor at Perry Village, The)

Pheasant Ridge Facility Operations, LLC (d/b/a Pheasant Ridge Nursing and Rehab Center)
Piketon Facility Operations, LLC (d/b/a Piketon Nursing Center)
Pine River HealthCare, LLC (d/b/a Pine River Healthcare Center)
Pinelake HealthCare, LLC
Pinewood HealthCare, LLC (d/b/a Coeur d'Alene Health Care and Rehabilitation Center)
Port Charlotte Facility Operations, LLC (d/b/a Consulate Health Care of Port Charlotte)
QCPMT, LLC
RAC Insurance Investors, LLC
Reeders Facility Operations, LLC (d/b/a Reeders Memorial Home; Reeders Memorial Home (IL))
Retirement Village of North Strabane Facility Operations, LLC (d/b/a Consulate Retirement Village of North Strabane)
Ridgewood Facility Operations, LLC (d/b/a Ridgewood Manor)
Riley HealthCare, LLC (d/b/a Oaks Rehabilitation and Healthcare Center, The)
Rispetto, LLC
Riverbend HealthCare, LLC (d/b/a Riverbend Health Care Center)
Riverview of Ann Arbor HealthCare, LLC
Royal Terrace HealthCare, LLC (d/b/a Royal Terrace Nursing and Rehabilitation Center)
Safety Harbor Facility Operations, LLC (d/b/a Consulate Health Care of Safety Harbor)
Salus Management Investment, LLC
Sarasota Facility Operations, LLC (d/b/a Consulate Health Care of Sarasota)
Sea Crest Management Investment, LLC
Sheridan Indiana HealthCare, LLC (d/b/a Sheridan Rehabilitation and Healthcare Center)
Shoreline Healthcare Management, LLC
Skyline Facility Operations, LLC (d/b/a Skyline Nursing and Rehabilitation Center)

Southpoint Health Care Associates, LLC
St. Petersburg Facility Operations, LLC (d/b/a Consulate Health Care of St. Petersburg)
Starkville Manor HealthCare, LLC (d/b/a Starkville Manor Health Care and Rehabilitation Center)
Stratford Facility Operations, LLC (d/b/a Consulate Health Care of Chattanooga)
Summit Facility Operations, LLC (d/b/a Summit Villa Care Center)
Susquehanna Village Facility Operations, LLC (d/b/a Manor at Susquehanna Village)
Swan Pointe Facility Operations, LLC (d/b/a Addison Heights Health and Rehabilitation Center)
Tallahassee Facility Operations, LLC (d/b/a Consulate Health Care of Tallahassee)
Tarpon Health Care Associates, LLC
THS Partners I, Inc.
THS Partners II, Inc.
Tosturi, LLC
Transitional Health Partners (d/b/a Transitional Health Services)
Transitional Health Services, Inc.
Valley View HealthCare, LLC (d/b/a Valley View Care and Rehabilitation Center)
VAPAMT, LLC
Vero Beach Facility Operations, LLC (d/b/a Consulate Health Care of Vero Beach)
VNTG HD Master Tenant, LLC
Walnut Cove HealthCare, LLC (d/b/a Walnut Cove Health and Rehabilitation Center)
Wayne HealthCare, LLC (d/b/a Transitional Health Services of Wayne)
Wellington HealthCare, LLC (d/b/a Wellington Rehabilitation and Healthcare)
Wellston Facility Operations, LLC (d/b/a Edgewood Manor of Wellston)
West Altamonte Facility Operations, LLC (d/b/a Consulate Health Care at West Altamonte)
West Palm Beach Facility Operations, LLC (d/b/a Consulate Health Care of West Palm Beach)

Westerville Facility Operations, LLC (d/b/a Edgewood Manor of Westerville)
Westwood HealthCare, LLC (d/b/a Westwood Health and Rehabilitation Center)
Whispering Hills Facility Operations, LLC (d/b/a Whispering Hills Care Center)
Whitehall of Ann Arbor HealthCare, LLC (d/b/a Whitehall Healthcare Center of Ann Arbor)
Whitehall of Novi HealthCare, LLC (d/b/a Whitehall Healthcare Center of Novi)
Williamsburg Facility Operations, LLC (d/b/a Consulate Health Care of Williamsburg)
Willowbrook HealthCare, LLC (d/b/a Willowbrook Rehabilitation and Care Center)
Wilora Lake HealthCare, LLC (d/b/a Wilora Lake Healthcare Center)
Windsor Facility Operations, LLC (d/b/a Consulate Health Care of Windsor)
Winona Manor HealthCare, LLC (d/b/a Winona Manor Health Care and Rehabilitation Center)
Winter Haven Facility Operations, LLC (d/b/a Consulate Health Care of Winter Haven)
Woodbine HealthCare, LLC (d/b/a Woodbine Healthcare and Rehabilitation Center)
Woodstock Facility Operations, LLC (d/b/a Consulate Health Care of Woodstock)

Current and Former Officers

John Silliter
Jared Elliot
Craig Robinson
Timothy Lehner
Jeron Walker
Miriam Pastor
Brian Beckerhoff
Tiffany Hoback

Secured Lenders

MidCap Financial Trust
MidCap Funding IV Trust

OHI Mezz Lender, LLC

DIP Lenders

OHI DIP Lender, LLC
TIX 33433 LLC

Chapter 11 Professionals

Ankura Consulting Group, LLC
McDermott Will & Emery LLP
Kurtzman Carson Consultants LLC

Banks

Regions Bank
Wells Fargo
PNC Bank
CIBC Bank
TD Bank
Chase
Capital One
Atlantic Union
Truist
Wells Fargo Bank
Citi Bank
Somerset Trust Co.
CIBC
Atlantic Union Bank
First National
PNC Bank
Wells Fargo
First National Bank
Pennian Bank
Skyline Bank
United Community Bank

Landlords

CSE WoodFin LP
CSE Lenoir LP
CSE Arden LP
CSE Walnut Cove LLC
CSE Knightdale LP
OHI Asset (FL), LLC
CSE Orlando – Pinar Terrace Manor LLC
Hazleton Re Owner LLC
Mifflin Re Owner LLC
Pottsville Re Owner LLC
Selinsgrove Re Owner LLC

Everett Re Owner LLC
OHI Asset (VA) Ashland, LLC
OHI Asset (VA) Norfolk – 3900 Llewellyn, LLC
FC Encore 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
FC Encore Perry, LLC
FC Encore Destin, LLC
Welltower NNN Group LLC
Jacksonville Nursing Home, Ltd.
Elderberry of Hayesville, LLC
Elderberry of Lincolnton, LLC
Elderberry of 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

Utility Providers

Advanced Telecom Systems
Afton Communications Corp.
Allbridge LLC
American Electric Power
Amerigas
Ascentium Capital LLC
Atmos Energy

Augusta County Service Authority
Bedford Rural Electric
Blossman LP Gas Service Inc.
Blue Ridge Energies, LLC
Blue Ridge Mountain Electric
Borough of Selinsgrove
Brask Enterprises Inc.
Brightspeed
Broad River Water Authority
Cable TV
Centerpoint Energy
CenturyLink
Charter Communications
Citizens Coop
City of Albemarle
City of Archdale
City of Asheville
City of Charlotte
City of Kannapolis
City of Lenoir
City of Lincolnton
City of McComb
City of Meridian
City of Raleigh
City of Staunton
City of Union
Clark Gas & Oil, Inc.
Clay County Water & Sewer District
Columbia Gas of Virginia
Comcast
County of Isle of Wight
Cox Business Services
Cox Communications
Curtis Bay Energy-Baltimore
Dominion Energy North Carolina
Dominion Energy Virginia
Dominion Virginia Power
DTE Incorporated
Duke Energy
Dumpster USA Inc.
Emco Consulting
Entergy
First Piedmont Waste Solution
Floyd County
Frontier
Gas South LLC

GFL Environmental Holdings Inc.
Greater Hazleton Joint Sewer
Hanover County Dept.
Hazleton City Authority
HRSD
HRUBS
JEA
Koppys Propane Inc.
Level 3 Communications LLC
Lumos Networks
Maxxsouth Broadband
Mettel
Mississippi Power Company
Natchez Water Works
New Horizon Communications
Newport News Waterworks
North State Gas Service
Northland Communications
NRG Business Marketing
One Stop Communications of PA
Pak-Rite Rentals Inc.
Pen Teledata LP 1
Pheasant Ridge Land Investors LLC
Piedmont Natural Gas Co
PPL Electric Utilities
Republic Services \$759
Republic Services Inc.
Roanoke Gas Co.
Schuykill County Municipal
Senior TV
Service Electric Cable
Shenandoah Valley Electric
Shentel
Snake Spring Township
Southern States Tidewater
Sparklight
Starkville Electric
Stericycle Inc.
Suburban Propane
Teco Peoples Gas
Time Warner Cable
Town of Andrews
Town of Cary
Town of Independence
Town of Walnut Cove
Town of Windsor

Town of Woodstock
Town of Yadkinville
Twilio Inc.
Twin Boroughs Sanitary
UGI Utilities
Verizon
Virginia Natural Gas
Washington Gas
Waste Management
Waste Pro
Weaver's Sanitation Service
Western Virginia Water Authority
Windstream
Winona Public Utility
Yadkin Propane
Yadkin Valley Telephone
Zito Media

Taxing Authorities

Alachua County Tax Collector
Bay County Tax Collector
Brevard County Tax Collector
Broward County Revenue Collector
Charlotte County Tax Collector
Citrus County Tax Collector
Clay County Tax Collector
Collier County Tax Collector
Duval County Tax Collector
Escambia County Tax Collector
Flagler County Tax Collector
Hernando County Tax Collector
Hillsborough County Tax Collector
Lee County
Leon County Tax Collector
Manatee County Tax Collector
Miami-Dade County Tax Collector
Okaloosa County Tax Collector
Orange County Tax Collector
Osceola County Tax Collector
Palm Beach County Tax Collector
Pinellas County Tax Collector
Polk County Tax Collector
Sarasota County Tax Collector
Seminole County Tax Collector
Taylor County Tax Collector
Volusia County Tax Collector

St. Lucie County Tax Collector
Columbia County Tax Collector
Sumter County
Florida Department of Revenue
Commonwealth of Kentucky
Maryland State Dept of Assessments
City of Bossier
Parish of Bossier (Whit)
Concordia Parish
Town of Ferriday Tax Collector
Washington Parish Sheriff's Office
Washington Parish Tax Collector
Town of Franklinton Tax Collector
Louisiana Department of Revenue
Adams County Tax Collector
Neshoba County Tax Collector
Pike County Tax Collector
Lauderdale County Tax Collector
Oktibbeha County Tax Collector
Montgomery County Tax Collector
City of Winona Tax Collector
Mississippi Department of Revenue
Stanly County Tax Collector
Cherokee County Tax Collector
Randolph County Tax Collector
Lincoln County Tax Administrator
Wake County Revenue Department
Buncombe County Tax Collector
Caldwell County Tax Collector
City of Lenoir Tax Office
Mecklenberg County Tax Collector
Carbarrus County Tax Collector
Rutherford County Tax Collector
Stokes County Tax Department
Clay County Tax Collector
Town of Andrews
Town of Yadkinville
Yadkin County Tax Collector
North Carolina Department of Revenue
Snake Springs Township Tax Collector
Milford Township Tax Collector
Luzerne County Treasurer's Office
N Manheim Township Tax Collector
HAB-MISC
Selinsgrove Tax Collector
Pennsylvania Department of Revenue

City of Norfolk
City of Norfolk Comm of Revenue
Town of Ashland
Hanover County
Augusta County Treasurer
City of Roanoke Treasurer
Commissioner of the Revenue (Roanoke)
City of Newport News
Commissioner of the Revenue (Newport News)
City of Staunton Treasurer
Commissioner of the Revenue (Staunton)
Grayson County
Town of Independence, VA
James City County
Isle of Wight County
Town Windsor
Shenandoah County
Town of Woodstock
Floyd County
Virginia Dept. of Taxation
Taxing Authority Consulting Services PC

Employee Benefit Providers

Leading Edge Administrators
Voya Financial
Optum Bank
WEX, Inc.
Unum Group
EyeMed
Ameritas BlueStar
The Chubb Insurance Company
Zurich American Insurance Company
Automatic Data Processing, Inc.
Payactiv/OnShift
Elan
Comdata
National Datacare
Worldpay, Inc.
Aflac
AXA XL

Insurance Carriers

Arch Specialty Insurance Company
Arch Insurance North America
Ascot Insurance Company

Axis Surplus Insurance Company
Beazley Excess & Surplus Insurance
Beazley Insurance Company, Inc.
Covington Specialty Insurance Company
Crum & Foster Specialty Insurance
Company
Endurance American Specialty Insurance
Company
Everest Indemnity Insurance Company
Greenwich Insurance Company
Hartford Fire Insurance Co.
HDI Global Specialty SE
Hudson Insurance Company
Imperial Fire and Casualty Insurance
Company
Indian Harbor Insurance Company
Ironshore Specialty Insurance Company
Lexington Insurance Company
Lloyd's
Lloyds of London
Midwest Insurance Group Inc., a RRG
Mt Hawley Insurance Company
MunichRe
National Union Fire Ins. Co. of Pittsburgh
PA
Navigators Specialty Insurance Company
Obsidian Specialty Insurance Company
PartnerRe Insurance Solutions Bermuda Ltd
RSUI Indemnity Company
Starstone Specialty Insurance Company
Travelers Property Casualty Co. of America
Twin City Fire Insurance Co.
Westchester Surplus Lines Insurance Co.
Wright National Flood Insurance Company
XL Specialty Insurance

Employment Agencies

Staffquest Inc.
Sun Quest
Precision Staffing

Unions

United Food & Commercial Workers Union
United Steel, Paper, and Forestry, Rubber,
Manufacturing, Energy, Allied Industrial
and Service Workers International Union

Local 15198-01
District Council 86, American Federation of
State, County, and Municipal Employees,
AFL/CIO
District Council 87, American Federation of
State, County and Municipal Employees,
AFL-CIO

Top 50 Trade Creditors

Healthcare Services Group
Powerback Rehabilitation
Shiftmed LLC
Twin Med LLC
Gale Healthcare Solutions LLC
Omnicare Inc.
Superior Medical Staffing
Direct Supply
PA Nursing Facility Assessment
Amidon Nursing Staffing LLC
Precision Healthcare Staffing
CDB Services USA LLC
Snapmedtech Inc.
Coastal Care Nursing Assoc. Inc.
Ecapital Commerical Finance
Shiftkey LLC
Accurate Healthcare
Nursecore Management Services
Focal Point Medical Staffing
Caremasters Healthcare Service
Maxim Healthcare Service
Caremasters Homehealth LLC
Milestone Staffing Services
Island Nurse Staffing
Respiratory Health Services
Staffquest Inc.
Intelycare Inc.
ATAAM Staffing, LLC
Nurses That Aid, LLC
Fusion Medical Staffing LLC
Worx Staffing Group Inc.
American Health Associates Inc.
Careerstaff Unlimited LLC
Iron Mountain Inc.
Care Advantage, Inc.
Connect Rn Inc.
TwoMagnets Inc.
Lifefleet Southeast Inc.

General Healthcare Resources
Comprehensive Energy Services
Medic Air Systems Inc.
Favorite Healthcare Staffing
Harman Claytor Corrigan
Grove Medical Inc.
Houlihan Lokey Financial
Dynafire Inc.
Medacure Inc.
Indeed Inc.
S&J Healthcare, LLC
Optimum

Governmental Authorities

Centers for Medicare and Medicaid
Department of Justice
Department of Health & Human Services

Judges – Bankruptcy Court for the Northern District of Georgia

Barbara Ellis-Monro
Paul M. Baisier
Paul W. Bonapfel
Jeffery W. Cavender
Wendy L. Hagenau
Lisa Ritchey Craig
James R. Sacca
Sage M. Sigler

Court Staff – Northern District of Georgia

Vania S. Allen, Clerk of Court
Shannon Morris, Chief Deputy Clerk
Monique Chapple, Courtroom Deputy to
Jeffery W. Cavender
Kristi Gillespie, Courtroom Deputy to James
R. Sacca
Nicholas Mahone, Courtroom Deputy Clerk
to Sage M. Sigler

Stephen Roach, Law Clerk to Jeffery W.
Cavender
David Fass, Law Clerk to James R. Sacca
Charles Ferrelle, Law Clerk to James R.
Sacca
Aaron Anglin, Law Clerk to Sage M. Sigler
James Cornett, Deputy-in-Charge
Gainesville Division
Kimberly Williams, Deputy-in-Charge
Newnan Division
Maresa Snow, Deputy-in-Charge Rome
Division

Members of United States Trustee Office for Region 21, Atlanta Office

Mary Ida Townson, U.S. Trustee
R. Jeneane Treace, Assistant U.S. Trustee
Jonathan S. Adams
Beth Brown
Anne Cabrera
Allison Cleary
Roslyn Dowdy
Chevonne Ducille
Randal D. Ennever
Alan Hinderleider
Adriano O. Iqbal
Deborah R. Jackson
Tara Kelly
Lindsay Kolba
Heidi O'Brien
Martin P. Ochs
Roxana Peterson
Donavan Slack
Lisa Smoot
Michele Stephens-Taylor
David Weidenbaum

EXHIBIT C

Services Agreement



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 22 day of May 2024, between LaVie Care Centers, LLC (together with its affiliates and subsidiaries, the "Company"),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, "KCC"). In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company dated May 17, 2024 and addressed to Daniel M. Simon of McDermott Will & Emery LLP (the "KCC Fee Structure").

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services at the rates and prices set by KCC that are in effect as of the date of this Agreement and in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment and are inclusive of all charges. KCC reserves the right to reasonably increase its prices, charges and rates; provided, however, that if any such increase exceeds 15%, KCC will give thirty (30) days written notice to the Company.

B. In addition to fees and charges for services, the Company agrees to pay KCC's reasonable transportation, lodging, and meal expenses incurred in connection with services provided under this Agreement.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and charges related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. KCC's invoices will contain reasonably detailed descriptions of charges for both hourly (fees) and non-hourly (expenses) case specific charges. Where total invoice amounts are expected to exceed \$10,000 in any single month and KCC reasonably believes it will not be paid, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as two and one-half percent (2-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute or any amounts unable to be paid due to Court order or applicable law. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) must be paid at least three (3) days in advance of those fees and expenses being incurred. Certain fees and charges may need to be adjusted due to availability related to the COVID-19 (novel coronavirus) global health issue.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) to the extent possible and otherwise in accordance with applicable Bankruptcy law and that all amounts due under this Agreement shall, to the extent possible, be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable



KCC AGREEMENT FOR SERVICES

following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause pleadings to be filed with the Bankruptcy Court seeking entry of an order or orders approving this Agreement (the "Retention Order"). The form and substance of the pleadings and the Retention Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with the terms of this Agreement. The parties recognize and agree that if there is a conflict between the terms of this Agreement and the terms of the Retention Order, the terms of the Retention Order shall govern during the chapter 11 or other proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$50,000 (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. In the event of a Chapter 11 Filing, KCC will first apply the Retainer to all pre-petition invoices, and thereafter, will have the Retainer replenished to the original amount. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably



KCC AGREEMENT FOR SERVICES

believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Retention Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility in the Company's bankruptcy case.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Retention Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

At the Company's request and subject to Court approval following any chapter 11 filing, KCC may be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement; provided, however, that this limitation shall not apply to the Company during any chapter 11 case in which the Company is a debtor.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or



KCC AGREEMENT FOR SERVICES

express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

X. FORCE MAJEURE

KCC will not be liable for any delay or failure in performance when such delay or failure arises from circumstances beyond its reasonable control, including without limitation acts of God, acts of government in its sovereign or contractual capacity, acts of public enemy or terrorists, acts of civil or military authority, war, riots, civil strife, terrorism, blockades, sabotage, rationing, embargoes, epidemics, pandemics, outbreaks of infectious diseases or any other public health crises, earthquakes, fire, flood, other natural disaster, quarantine or any other employee restrictions, power shortages or failures, utility or communication failure or delays, labor disputes, strikes, or shortages, supply shortages, equipment failures, or software malfunctions.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC
222 N. Pacific Coast Highway, 3rd Floor
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133
E-Mail: dfoster@kccllc.com

LaVie Care Centers, LLC
1040 Crown Pointe Parkway, Suite 600
Atlanta, GA 30338
Attn: Timothy H. Lehner
E-mail: Timothy.H.Lehner@consulatehc.com

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement



KCC AGREEMENT FOR SERVICES

between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

[SIGNATURE PAGE FOLLOWS]



KCC AGREEMENT FOR SERVICES

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

Kurtzman Carson Consultants LLC

DocuSigned by:
Evan J. Gershbein

41878F07BE7747D...
BY: Evan Gershbein DATE: 22-May-2024 | 4:49:46 PM EDT
TITLE: EVP, Corporate Restructuring Services

LaVie Care Centers, LLC

Timothy H. Lehner 5/22/24

BY: Timothy H. Lehner DATE:
TITLE: Authorized Signatory