

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 MOTION FOR ENTRY OF
INTERIM AND FINAL ORDERS AUTHORIZING DEBTORS
TO (I) MAINTAIN EXISTING INSURANCE POLICIES AND SURETY
BONDS AND PAY ALL OBLIGATIONS ARISING THEREUNDER; (II) RENEW,
REVISE, EXTEND, SUPPLEMENT, CHANGE, OR ENTER INTO NEW INSURANCE
POLICIES AND SURETY BONDS; AND (III) GRANTING RELATED RELIEF**

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 move (the “Motion”) for entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “Interim Order” and the “Final Order,” respectively), granting the relief described below. In support thereof, the Debtors rely upon the *Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”),² filed contemporaneously herewith. In further support of the Motion, the Debtors respectfully represent 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.

² Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration.



RELIEF REQUESTED

1. By the Motion, the Debtors respectfully request entry of the Interim Order and the Final Order authorizing, but not directing, the Debtors to (a) maintain coverage under the existing Insurance Policies (as defined below) and Surety Bonds (as defined below) and pay on an uninterrupted basis all premiums, deductibles, administration costs, and brokers' fees arising thereunder or in connection therewith that are paid for by the Debtors in the ordinary course of business (collectively, the "Insurance Obligations"); (b) renew, revise, extend, supplement, change, or enter into new insurance policies, premium financing agreements, and surety bonds as needed in their business judgment without further order of this Court; and (c) granting related relief.

2. The Debtors also request that the Interim Order and the Final Order authorize the Debtors' banks and other financial institutions (collectively, the "Banks") to receive, process, honor, and pay any and all checks and other forms of payment drawn on the Debtors' bank accounts, including fund transfers and electronic payment requests, to the extent they relate to any of the foregoing and to rely on the Debtors' direction to pay amounts authorized under the Motion, provided that sufficient funds are available in the applicable accounts to make such payments.

JURISDICTION AND VENUE

3. The Court has jurisdiction to consider the Motion 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 Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

4. The legal predicates for the relief requested herein are sections 105(a) and 363 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6003, and 6004 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 *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

5. 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.

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

7. 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 First Day Declaration.

II. The Insurance Policies, the Surety Bonds, and Related Payment Obligations

A. The Insurance Policies

8. In the ordinary course of business, the Debtors (and certain of their non-Debtor affiliates) maintain insurance policies for, among other things, the Debtors’ property, general liability, professional liability, automobile liability, flood liability, storage tank liability, boiler and machinery coverage, cyber liability, crime and terrorism liability, workers’ compensation, directors’ and officers’ liability, and umbrella coverage (collectively, the “Insurance Policies”), each of which is listed in **Exhibit C** attached hereto, administered by various third-party insurance

carriers (collectively, the “Insurance Carriers”). The Insurance Policies generally are one year in length and renew annually, principally in June.

9. The Insurance Policies are either financed through two premium financing agreements (each, a “Premium Financing Agreement”) or paid directly to the insurance carrier through installments. One Premium Financing Agreement is between non-Debtor LV Investment, LLC (“LV Investment”) and Westfield Bank, FSB (the “Premium Financing Provider”). The other Premium Financing Agreement is between non-Debtor FC Investors XXI, LLC (“FC Investors”) and the Premium Financing Provider. Pursuant to the Premium Financing Agreements, the Premium Financing Provider pays the full yearly premium to the Insurance Carriers at the time the Insurance Policies are bound, and the Debtors in turn each pay their pro rata share of the financing premiums on a monthly basis directly to the Premium Financing Provider.³ The aggregate annual premiums for the Insurance Policies financed under the Premium Financing Agreements are approximately \$5.6 million.⁴

10. Continuation and renewal of the Insurance Policies and entry into new Insurance Policies is essential to protecting the value of the Debtors’ businesses, properties, and assets. Not only are some of the Insurance Policies required by various regulations, laws, and contracts that govern the Debtors’ commercial activities, but Bankruptcy Code section 1112(b)(4)(C) provides that “failure to maintain appropriate insurance that poses a risk to the estate or to the public” is “cause” for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). Moreover, the *Operating Guidelines and Reporting Requirements for Debtors in Possession and*

³ For the avoidance of doubt, the Debtors do not pay any funds to non-Debtors LV Investment and FC Investors related to the Premium Financing Agreements.

⁴ This amount reflects the portion of annual premiums paid by the Debtors only and does not include amounts attributable to non-Debtor entities.

Chapter 11 Trustees (the “U.S. Trustee Guidelines”) issued by the Office of United States Trustee for Region 21 (the “U.S. Trustee”) require that a debtor maintain adequate insurance coverage. See *U.S. Trustee Guidelines*, at 3–4.

11. Moreover, continuing to perform under the Premium Financing Agreements on a postpetition basis is in the best interests of the Debtors’ estates. In light of their financial circumstances, alternative insurance premium finance companies may not be willing to provide insurance premium financing to the Debtors on attractive market terms on a postpetition basis. As a result, it is critical for the Debtors to continue to make disbursements on account of the premiums due under the Premium Financing Agreements and otherwise perform under their existing Premium Financing Agreements.

B. Surety Bonds

12. The Debtors also maintain surety bonds (the “Surety Bonds”) issued by Arch Insurance North America (the “Surety”), each of which is listed in **Exhibit D** attached hereto. The Surety Bonds, issued in favor of certain of the Debtors, guarantee such Debtors’ obligations under their respective resident trust accounts. The Surety Bonds are currently set to expire at various dates over the course of the next year.

C. The Debtors’ Insurance Obligations

13. The current annual premiums and brokers’ fees for the Insurance Policies and the Surety Bonds total approximately \$6.2 million. As of the Petition Date, the Debtors are current on the premiums owed pursuant to the Premium Financing Agreements; however, the Debtors estimate that, as of the Petition Date, there is approximately \$100,000 in outstanding endorsements and prorated prepetition Premium Financing Agreement installments, all of which will become due and owing in the first 30 days of the Chapter 11 Cases. As such, the Debtors seek authority,

but not direction, to pay any amounts, including prepetition obligations, that may become due in the ordinary course of business on a postpetition basis in connection with the Premium Financing Agreements, the Insurance Policies, and the Surety Bonds, without further Court approval. The Debtors further seek authority to enter into new insurance policies, surety bonds, or premium financing agreements (directly with a premium financing provider or through a non-Debtor entity acting as borrower), or otherwise renew, modify, or cancel their existing Insurance Policies, Surety Bonds, or Premium Financing Agreements in the ordinary course of business without further court approval.

D. Workers' Compensation

14. Under the laws of the various jurisdictions in which they operate, the Debtors are required to maintain policies and programs to provide employees with workers' compensation benefits. The Debtors seek authorization to pay insurance policies relating to workers' compensation pursuant to the *Motion of Debtors for Entry of Interim and Final Orders Authorizing Debtors to (I) Pay Prepetition Wages, Compensation, and Employee Benefits, (II) Continue Certain Employee Benefit Programs in the Ordinary Course, and (III) Granting Related Relief* (the "Employee Motion"), filed contemporaneously herewith. Further details regarding workers' compensation benefits provided by the Debtors and the related policies can be found in the Employee Motion.

BASIS FOR RELIEF REQUESTED

I. The Debtors Are Authorized to Maintain Insurance Policies and Honor Insurance Obligations in the Ordinary Course.

15. The maintenance of the Insurance Policies and payment of postpetition Insurance Obligations, including undertaking the renewal or replacement of Insurance Policies as they expire or entering into new insurance arrangements, constitute transactions in the ordinary course of

business within the meaning of Bankruptcy Code section 363(c)(1) that do not require prior bankruptcy court approval. *See* 11 U.S.C. § 363(c)(1). Out of an abundance of caution, however, the Debtors are seeking authorization, but not direction, to (a) maintain the existing Insurance Policies and honor the Insurance Obligations described herein, including utilizing the services of any insurance agents or brokers that the Debtors employ in the ordinary course of maintaining the Insurance Policies and making any payments required by the Insurance Policies; and (b) renew or replace Insurance Policies or enter into new insurance arrangements as may be required in the Debtors' business judgment as the annual terms of existing Insurance Policies and arrangements expire, in each case in the ordinary course of business, without further order of the Court.

16. As described above, maintenance of the Insurance Policies is required under the U.S. Trustee Guidelines, the laws of various states in which the Debtors operate, and various contractual agreements. Thus, the maintenance of the Insurance Policies is necessary and essential to the care of the Debtors' residents as well as achieving the Debtors' chapter 11 objectives, and the failure to do so may result in the Debtors being unable to find alternative insurance coverage at comparable cost, if at all. Given the importance of maintaining insurance coverage with respect to their business activities, the Debtors believe it is in the best interests of their estates to receive Court approval to honor their obligations under the Insurance Policies and, as necessary, renew, or enter into new such agreements.

17. Further, courts in this District have routinely granted relief similar to the relief requested herein. *See, e.g., In re Virtual Citadel, Inc.*, Case No. 20-62725 (JWC) (Bankr. N.D. Ga. Feb. 19, 2020) [Docket No. 28]; *In re The Krystal Company*, Case No. 20-61065 (PWB) (Bankr. N.D. Ga. Feb. 13, 2020) [Docket No. 159]; *In re Jack Cooper Ventures, Inc.*, Case No. 19-62393 (PWB) (Bankr. N.D. Ga. Sept. 3, 2019) [Docket No. 225]; *In re Beaulieu Group, LLC*, Case No. 17-41677 (PWB) (Bankr. N.D. Ga. July 20, 2017) [Docket No. 44]; *In re AstroTurf, LLC*,

Case No. 16-41504 (PWB) (Bankr. N.D. Ga. July 8, 2016) [Docket No. 55]; *In re Southern Regional Health System, Inc.*, Case No. 15-64266 (WLH) (Bankr. N.D. Ga. Aug. 11, 2015) [Docket. No. 66].

II. The Proposed Payment Processing Procedures Are Appropriate.

18. As set forth above, the Debtors request that all Banks be authorized and directed to honor and process payments on account of the Insurance Obligations as directed by the Debtors. The Debtors have sufficient liquidity to pay the amounts delineated in this Motion in the ordinary course of business and have implemented controls to ensure that prepetition claims will not be paid except as authorized by this Court. The Debtors therefore submit that the payment-processing procedures described in the Motion are appropriate.

III. Cause Exists to Authorize the Debtors' Financial Institutions to Honor Checks and Electronic Fund Transfers.

19. The Debtors also request that all applicable banks and other financial institutions be authorized to receive, process, honor, and pay all checks presented for payment, and to honor all electronic payment requests made by the Debtors, related to the obligations described herein, whether such checks were presented or electronic requests were submitted prior to or after the Petition Date. The Debtors further request that all such banks and financial institutions be authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved pursuant to the Motion. The Debtors represent that they have sufficient availability of funds to pay any amounts described herein.

EMERGENCY CONSIDERATION

20. The Debtors respectfully request emergency consideration of this Motion 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 Motion on an emergency basis.

WAIVER OF ANY APPLICABLE STAY

21. The Debtors seek a waiver of any stay of the effectiveness of the order granting this Motion. Pursuant to Bankruptcy Rule 6004(h), any "order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." The Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for the reasons set forth herein. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable.

RESERVATION OF RIGHTS

22. Nothing in the Motion 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

23. 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; (k) each of the Insurance Carriers; (l) the Premium Financing Provider; (m) the Surety; and (n) all parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtors submit that no other or further notice is required.

NO PRIOR REQUEST

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

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Interim and Final Orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, respectively, 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

/s/ Daniel M. Simon

Daniel M. Simon (Georgia Bar No. 690075)
1180 Peachtree St. NE, Suite 3350
Atlanta, Georgia 30309
Telephone: (404) 260-8535
Facsimile: (404) 393-5260
Email: dsimon@mwe.com

- and -

Emily C. Keil (*pro hac vice* pending)
Jake Jumbeck (*pro hac vice* pending)
Catherine Lee (*pro hac vice* pending)
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 372-2000
Facsimile: (312) 984-7700
Email: ekeil@mwe.com
jjumbeck@mwe.com
clee@mwe.com

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

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

Daniel M. Simon (Georgia Bar No. 690075)

1180 Peachtree St. NE, Suite 3350

Atlanta, Georgia 30309

Telephone: (404) 260-8535

Facsimile: (404) 393-5260

Email: dsimon@mwe.com

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

EXHIBIT A

Proposed Interim Order

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

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

**INTERIM ORDER (I) AUTHORIZING DEBTORS TO
(II) MAINTAIN EXISTING INSURANCE POLICIES AND SURETY
BONDS AND PAY ALL OBLIGATIONS ARISING THEREUNDER; (III) RENEW,
REVISE, EXTEND, SUPPLEMENT, CHANGE, OR ENTER INTO NEW INSURANCE
POLICIES AND SURETY BONDS; AND (IV) GRANTING RELATED RELIEF**

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.

Upon the motion (the “Motion”)² of the Debtors for entry of an interim order (this “Order”) and a Final Order, authorizing, but not directing, the Debtors to (a) maintain coverage under the existing Insurance Policies and Surety Bonds and pay on an uninterrupted basis all premiums, deductibles, administration costs, and brokers’ fees arising thereunder or in connection therewith that are paid for by the Debtors in the ordinary course of business (collectively, the “Insurance Obligations”); (b) renew, revise, extend, supplement, change, or enter into new insurance policies, premium financing agreements, and surety bonds as needed in their business judgment without further order of this Court; and (c) granting related relief, all as more fully set forth in the Motion; 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 Motion 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 Motion having been given under the particular circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion 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

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

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is granted on an interim basis as set forth herein.
2. The final hearing (the "Final Hearing") on the Motion shall be held on _____, 2024, at _:__.m. (prevailing Eastern Time). Any objections or responses to the entry of the proposed Final Order shall be filed with the Court and served on the following no later 4:00 p.m. (prevailing Eastern Time) on _____, 2024: (a) LaVie Care Centers, LLC, c/o Ankura Consulting Group, LLC, 485 Lexington Avenue, 10th Floor, New York, NY 10017 (Attn: M. Benjamin Jones); (b) proposed counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, GA 30309 (Attn: Daniel M. Simon), and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Emily C. Keil and Catherine Lee); (c) counsel to the Prepetition Omega Secured Parties and proposed DIP Lenders, Scroggins & Williamson, P.C., 4401 Northside Parkway, Suite 450, Atlanta, GA 30327 (Attn: Matthew W. Levin), and Goodwin Proctor LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018 (Attn: Robert J. Lemons), and Ferguson Braswell Fraser Kubasta PC, 2500 Dallas Parkway, Suite 600, Plano, TX 75093 (Attn: Leighton Aiken); (d) counsel to the Debtors' prepetition ABL lender, Proskauer LLP, One International Place, Boston, MA 02110 (Attn: Charles A. Dale) and Vedder Price LLP, 222 North LaSalle Street, Chicago, IL 60601 (Attn: Kathryn L. Stevens); (e) counsel to the Debtors' proposed DIP Lenders, DLA Piper LLP, 1900 N. Pearl St., Suite 2200, Dallas, TX 75201 (Attn: James Muenker) and 1251 Avenue of the Americas, New York, NY 10020 (Attn: Kira Mineroff); (f) the Office of the United States Trustee for Region 21, 362 Richard Russell Building & U.S. Courthouse, 75 Ted Turner Drive, S.W., Atlanta, GA 30303 (Attn: Jonathan S. Adams); (g) counsel to the official committee of unsecured creditors (if any) appointed in these Chapter 11 Cases; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. If no

objections to entry of the Final Order are filed and served, the Court may enter such Final Order without further notice or hearing.

3. The Debtors are authorized, but not directed, in the ordinary course of business and consistent with past practice, to maintain the Insurance Policies, the Premium Financing Agreements, the Surety Bonds, and any related agreements and to pay the Insurance Obligations as they become due, including any prepetition amounts owed to the Insurance Carriers, the Surety, and/or the Premium Financing Provider.

4. Without further order of this Court, the Debtors are authorized, but not directed, in the ordinary course of business and consistent with past practice, to renew, revise, extend, supplement, change, or enter into new insurance coverage, financing agreements, and surety bonds as needed in their business judgment.

5. The banks and financial institutions on which checks were drawn or electronic payment requests made for payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order without any duty of further inquiry and without liability for following the Debtors' instructions.

6. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of the Chapter 11 Cases with respect to the relief granted herein.

7. Notwithstanding anything to the contrary contained in the Motion 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 Interim DIP Order, 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 Interim DIP Order, the terms of the Interim DIP Order will govern.

8. Nothing in the Motion or this Order or the relief granted (including any actions taken or payments made by the Debtors pursuant thereto) shall 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.

9. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested in the Motion is necessary to avoid immediate and irreparable harm.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Local Rules, and the Complex Case Procedures are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

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

13. The Debtors are authorized to take all actions necessary to implement the relief granted in this Order.

14. 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

Daniel M. Simon (Georgia Bar No. 690075)

MCDERMOTT WILL & EMERY LLP

1180 Peachtree Street NE, Suite 3350

Atlanta, Georgia 30309

Telephone: (404) 260-8535

Facsimile: (404) 393-5260

Email: dsimon@mwe.com

- and -

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

Jake Jumbeck (*pro hac vice* pending)

Catherine Lee (*pro hac vice* pending)

MCDERMOTT WILL & EMERY LLP

444 West Lake Street, Suite 4000

Chicago, Illinois 60606

Telephone: (312) 372-2000

Facsimile: (312) 984-7700

Email: ekeil@mwe.com

jjumbeck@mwe.com

clee@mwe.com

*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

Daniel M. Simon
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

Proposed Final Order

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

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

**FINAL ORDER (I) AUTHORIZING DEBTORS TO
(II) MAINTAIN EXISTING INSURANCE POLICIES AND SURETY
BONDS AND PAY ALL OBLIGATIONS ARISING THEREUNDER; (III) RENEW,
REVISE, EXTEND, SUPPLEMENT, CHANGE, OR ENTER INTO NEW INSURANCE
POLICIES AND SURETY BONDS; AND (IV) GRANTING RELATED RELIEF**

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.

Upon the motion (the “Motion”)² of the Debtors for entry of an Interim Order and a final order (this “Order”), authorizing, but not directing, the Debtors to (a) maintain coverage under the existing Insurance Policies and Surety Bonds and pay on an uninterrupted basis all premiums, deductibles, administration costs, and brokers’ fees arising thereunder or in connection therewith that are paid for by the Debtors in the ordinary course of business (collectively, the “Insurance Obligations”); (b) renew, revise, extend, supplement, change, or enter into new insurance policies, premium financing agreements, and surety bonds as needed in their business judgment without further order of this Court; and (c) granting related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration and the Interim Order entered on _____, 2024; 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 Motion 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 Motion having been given under the particular circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion 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

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

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is granted on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, in the ordinary course of business and consistent with past practice, to maintain the Insurance Policies, the Premium Financing Agreements, the Surety Bonds, and any related agreements and to pay the Insurance Obligations as they become due, including any prepetition amounts owed to the Insurance Carriers, the Surety, and/or the Premium Financing Provider.
3. Without further order of this Court, the Debtors are authorized, but not directed, in the ordinary course of business and consistent with past practice, to renew, revise, extend, supplement, change, or enter into new insurance coverage, financing agreements, and surety bonds as needed in their business judgment.
4. The banks and financial institutions on which checks were drawn or electronic payment requests made for payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order without any duty of further inquiry and without liability for following the Debtors' instructions.
5. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of the Chapter 11 Cases with respect to the relief granted herein.
6. Notwithstanding anything to the contrary contained in the Motion 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 Final DIP Order, 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 Final DIP Order, the terms of the Final DIP Order will govern.

7. Nothing in the Motion or this Order or the relief granted (including any actions taken or payments made by the Debtors pursuant thereto) shall 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.

8. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested in the Motion is necessary to avoid immediate and irreparable harm.

9. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Local Rules, and the Complex Case Procedures are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

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

12. The Debtors are authorized to take all actions necessary to implement the relief granted in this Order.

13. 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

Daniel M. Simon (Georgia Bar No. 690075)

MCDERMOTT WILL & EMERY LLP

1180 Peachtree Street NE, Suite 3350

Atlanta, Georgia 30309

Telephone: (404) 260-8535

Facsimile: (404) 393-5260

Email: dsimon@mwe.com

- and -

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

Jake Jumbeck (*pro hac vice* pending)

Catherine Lee (*pro hac vice* pending)

MCDERMOTT WILL & EMERY LLP

444 West Lake Street, Suite 4000

Chicago, Illinois 60606

Telephone: (312) 372-2000

Facsimile: (312) 984-7700

Email: ekeil@mwe.com

jjumbeck@mwe.com

clee@mwe.com

*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

Daniel M. Simon
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 C

Insurance Policies

#	Carrier	Policy Type	Policy No. ¹	Coverage Start	Coverage End
1.	Greenwich Insurance Company	Auto	RAD943801204	May 1, 2024	May 1, 2025
2.	Travelers Property Casualty Co. of America	Boiler & Machinery	BME18P634732TIL24	June 1, 2024	June 1, 2025
3.	Beazley Insurance Company, Inc.	Crime	ELU18947623*	June 1, 2024	June 1, 2025
4.	Lloyds of London	Cyber Liability	W28A39230501	October 1, 2023	October 1, 2024
5.	RSUI Indemnity Company	D&O/EPL	NPP709141	March 1, 2024	March 1, 2025
6.	Ascot Insurance Company	D&O/EPL	MLXS241000088703	March 1, 2024	March 1, 2025
7.	Covington Specialty Insurance Company	D&O/EPL	VEL10001200	March 1, 2024	March 1, 2025
8.	Twin City Fire Insurance Co.	D&O/EPL	21PE042118524	March 1, 2024	March 1, 2025
9.	National Union Fire Ins Co of Pittsburgh PA	Fiduciary Liability	027779740	March 1, 2024	March 1, 2025
10.	Hudson Insurance Company	Fiduciary Liability	SXS3121040403	March 1, 2024	March 1, 2025
11.	Twin City Fire Insurance Co.	Fiduciary Liability	21PE042541324	March 1, 2024	March 1, 2025
12.	Hartford Fire Insurance Co.	Flood	8706122548	September 18, 2023	September 18, 2024
13.	Hartford Fire Insurance Co.	Flood	8706122544	September 18, 2023	September 18, 2024
14.	Hartford Fire Insurance Co.	Flood	6500397772	September 18, 2023	September 18, 2024
15.	Imperial Fire and Casualty Insurance Company	Flood	0002930039	May 16, 2024	May 16, 2025
16.	Hartford Fire Insurance Co.	Flood	8706155316	February 11, 2024	February 11, 2025

¹ All insurance policies marked with an asterisk were renewed as of May 31, 2024, and policy numbers for such policies are currently pending.

#	Carrier	Policy Type	Policy No. ¹	Coverage Start	Coverage End
17.	Hartford Fire Insurance Co.	Flood	8706155328	February 11, 2024	February 11, 2025
18.	Lloyds of London	GLPL	B0507CU2400076	June 1, 2024	June 1, 2025
19.	Midwest Insurance Group Inc., a RRG	GLPL	PLGLFL240002079	June 1, 2024	June 1, 2025
20.	Midwest Insurance Group Inc., a RRG	GLPL	PLGLFL240002079	June 1, 2024	June 1, 2025
21.	Midwest Insurance Group Inc., a RRG	GLPL	PLGLFL240002079	June 1, 2024	June 1, 2025
22.	Midwest Insurance Group Inc., a RRG	GLPL	PLGLFL240002079	June 1, 2024	June 1, 2025
23.	Midwest Insurance Group Inc., a RRG	GLPL	PLGLFL240002079	June 1, 2024	June 1, 2025
24.	Midwest Insurance Group Inc., a RRG	GLPL	PLGLFL240002079	June 1, 2024	June 1, 2025
25.	Midwest Insurance Group Inc., a RRG	GLPL	PLGLFL240002079	June 1, 2024	June 1, 2025
26.	Westchester Surplus Lines Insurance Co	Property	D37376474014*	May 31, 2024	May 31, 2025
27.	Starstone Specialty Insurance Company	Property	CA3P006689231*	May 31, 2024	May 31, 2025
28.	Lexington Insurance Company	Property	ESP30000648605*	May 31, 2024	May 31, 2025
29.	Everest Indemnity Insurance Company	Property	PG2305077*	May 31, 2024	May 31, 2025
30.	Certain Underwriters at Lloyd's	Property	2022900415602*	May 31, 2024	May 31, 2025
31.	Beazley Excess & Surplus Insurance	Property	006589300*	May 31, 2024	May 31, 2025
32.	Ironshore Specialty Insurance Company	Property	PG2305096*	May 31, 2024	May 31, 2025
33.	Mt Hawley Insurance Company	Property	PG2305015*	May 31, 2024	May 31, 2025

#	Carrier	Policy Type	Policy No. ¹	Coverage Start	Coverage End
34.	Crum & Forster Specialty Insurance Company	Property	PG2305070*	May 31, 2024	May 31, 2025
35.	Obsidian Specialty Insurance Company	Property	PG2305058*	May 31, 2024	May 31, 2025
36.	Endurance American Specialty Insurance Co	Property	PG2305141*	May 31, 2024	May 31, 2025
37.	Arch Specialty Insurance Company	Property	E71209232CSP*	May 31, 2024	May 31, 2025
38.	Axis Surplus Insurance Company	Property	PG2305094*	May 31, 2024	May 31, 2025
39.	Certain Underwriters at Lloyd's	Property	PG2305095*	May 31, 2024	May 31, 2025
40.	Certain Underwriters at Lloyd's	Property	100039666304*	May 31, 2024	May 31, 2025
41.	Certain Underwriters at Lloyd's	Property	XAR323059Q00*	May 31, 2024	May 31, 2025
42.	Navigators Specialty Insurance Company	Property	JEM23XS1329*	May 31, 2024	May 31, 2025
43.	PartnerRe Insurance Solutions Bermuda Ltd	Property	PG2305072*	May 31, 2024	May 31, 2025
44.	HDI Global Specialty SE	Property	EAF66108023*	May 31, 2024	May 31, 2025
45.	MunichRe	Property	PG2305071*	May 31, 2024	May 31, 2025
46.	Ironshore Specialty Insurance Company	Storage Tank	IRONTX009053303	May 1, 2024	May 1, 2025
47.	Indian Harbor Insurance Company	Terrorism	US00083743SP23A*	May 31, 2024	May 31, 2025
48.	Lloyds of London	Umbrella-Primary Layer	B0507CU2400077	June 1, 2024	June 1, 2025
49.	XL Specialty Insurance	Workers Compensation	RWD300140706	May 1, 2024	May 1, 2025
50.	Arch Insurance Company	Excess D&O	ABL1000171-00	May 29, 2024	May 29, 2025

EXHIBIT D

Surety Bonds

#	Debtor Entity	Issuer	Bond No. ¹	Expiration
1.	Forrest Oakes HealthCare, LLC	Arch Insurance North America	SP0000596	3/1/2025
2.	Valley View HealthCare, LLC	Arch Insurance North America	SP0000601	3/1/2025
3.	Westwood HealthCare, LLC	Arch Insurance North America	SP0000602	3/1/2025
4.	Donegan Square Health Care Associates, LLC	Arch Insurance North America	SP0000748*	6/1/2024
5.	Edinburgh Square Health Care Associates, LLC	Arch Insurance North America	SP0000677*	5/1/2024
6.	1465 Oakfield Drive Operations LLC	Arch Insurance North America	SP0000673*	5/1/2024
7.	3735 Evans Avenue Operations LLC	Arch Insurance North America	SP0000364*	8/1/2024
8.	11565 Harts Road Operations LLC	Arch Insurance North America	SP0000381	8/15/2024
9.	12170 Cortez Boulevard Operations LLC	Arch Insurance North America	SP0000678*	5/1/2024
10.	702 South Kings Avenue Operations LLC	Arch Insurance North America	SP0000749*	6/1/2024
11.	Cardinal North Carolina HealthCare, LLC	Arch Insurance North America	SP0000638	4/1/2025
12.	Cary HealthCare, LLC	Arch Insurance North America	SP0000639	4/1/2025
13.	Clay County HealthCare, LLC	Arch Insurance North America	SP0000640	4/1/2025
14.	Emerald Ridge HealthCare, LLC	Arch Insurance North America	SP0000643	4/1/2025
15.	Gateway HealthCare, LLC	Arch Insurance North America	SP0000641	4/1/2025
16.	Glenburney HealthCare, LLC	Arch Insurance North America	SP0000356	8/1/2024

¹ All surety bonds marked with an asterisk are in favor of previously divested entities and subject to cancellations currently pending.

#	Debtor Entity	Issuer	Bond No. ¹	Expiration
17.	Hilltop Mississippi HealthCare, LLC	Arch Insurance North America	SP0000359	8/1/2024
18.	Hunter Woods HealthCare, LLC	Arch Insurance North America	SP0000642	4/1/2025
19.	Kannapolis HealthCare, LLC	Arch Insurance North America	SP0000645	4/1/2025
20.	McComb HealthCare, LLC	Arch Insurance North America	SP0000397	8/15/2024
21.	Oak Grove HealthCare, LLC	Arch Insurance North America	SP0000646	4/1/2025
22.	Oaks at Sweeten Creek HealthCare, LLC	Arch Insurance North America	SP0000647	4/1/2025
23.	Riley HealthCare, LLC	Arch Insurance North America	SP0000400	8/15/2024
24.	Starkville Manor HealthCare, LLC	Arch Insurance North America	SP0000847	7/1/2024
25.	Walnut Cove HealthCare, LLC	Arch Insurance North America	SP0000649	4/1/2025
26.	Wellington HealthCare, LLC	Arch Insurance North America	SP0000648	4/1/2025
27.	Willowbrook HealthCare, LLC	Arch Insurance North America	SP0000650	4/1/2025
28.	Wilora Lake HealthCare, LLC	Arch Insurance North America	SP0000651	4/1/2025
29.	Winona Manor HealthCare, LLC	Arch Insurance North America	SP0000360	8/1/2024
30.	Baya Nursing and Rehabilitation, LLC	Arch Insurance North America	SP0000604*	3/1/2025
31.	Osprey Nursing and Rehabilitation, LLC	Arch Insurance North America	SP0000607*	3/1/2025
32.	Augusta Facility Operations, LLC	Arch Insurance North America	SP0000603	3/1/2025
33.	Norfolk Facility Operations, LLC	Arch Insurance North America	SP0000415	9/1/2024

#	Debtor Entity	Issuer	Bond No. ¹	Expiration
34.	Pheasant Ridge Facility Operations, LLC	Arch Insurance North America	SP0000599	3/1/2025
35.	Newport News Facility Operations, LLC	Arch Insurance North America	SP0000606	3/1/2025
36.	Kings Daughters Facility Operations, LLC	Arch Insurance North America	SP0000605	3/1/2025
37.	Grayson Facility Operations, LLC	Arch Insurance North America	SP0000582	2/1/2025
38.	Williamsburg Facility Operations, LLC	Arch Insurance North America	SP0000416	9/1/2024
39.	Windsor Facility Operations, LLC	Arch Insurance North America	SP0000417	9/1/2024
40.	Woodstock Facility Operations, LLC	Arch Insurance North America	SP0000418	9/1/2024
41.	Skyline Facility Operations, LLC	Arch Insurance North America	SP0000609	3/1/2025
42.	Ashland Facility Operations, LLC	Arch Insurance North America	SP0000406	9/1/2024
43.	Manor at St. Luke Village Facility Operations, LLC	Arch Insurance North America	SP0000610	3/1/2025
44.	Pennknoll Village Facility Operations, LLC	Arch Insurance North America	SP0000598	3/1/2025
45.	Penn Village Facility Operations, LLC	Arch Insurance North America	SP0000608	3/1/2025
46.	Locust Grove Facility Operations, LLC	Arch Insurance North America	SP0000597	3/1/2025
47.	Pavilion at St. Luke Village Facility Operations, LLC	Arch Insurance North America	SP0000611	3/1/2025