



**PLEASE TAKE FURTHER NOTICE** that, on August 28, 2024, the Debtors filed the *Notice of Revised List of Potentially Assumed Executory Contracts and Unexpired Leases and Related Cure Costs* [Docket No. 356] (the “Revised Contract Assumption Notice”), which set forth revised Cure Payments and addressed certain informal and formal objections to the same.

**PLEASE TAKE FURTHER NOTICE** that, on October 1, 2024, the Debtors filed the *Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* (as amended, supplemented, or modified, the “Plan”).

**PLEASE TAKE FURTHER NOTICE** that, on October 28, 2024, the Debtors filed the *Notice of Filing of Plan Supplement with Respect to the Debtors’ Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization* [Docket No. 593] (the “Plan Supplement”), which, among other things, set forth a schedule of proposed assumed contracts as Exhibit A to the Plan Supplement.

**PLEASE TAKE FURTHER NOTICE** that, since the filing of the Revised Contract Assumption Notice, the Debtors have identified certain additional contracts (the “Additional Contracts”) that were not included on the Original Contract Assumption Notice or the Revised Contract Assumption Notice, but were included in the Plan Supplement. To provide sufficient notice of the proposed cure amounts with respect to the Additional Contracts, a supplement to the Revised Contract Assumption Notice (the “Supplement”) <sup>3</sup> is attached hereto as **Exhibit A** and may also be accessed free of charge on the Debtors’ case information website: <https://veritaglobal.net/LaVie>.

**PLEASE TAKE FURTHER NOTICE** that the Debtors **may** assume and assign the Executory Contracts and Unexpired Leases listed on **Exhibit A** to which you are a counterparty. The Debtors have conducted a review of their books and records and have determined that the Cure Payments for unpaid monetary obligations under such Executory Contract or Unexpired Lease is as set forth on **Exhibit A**.

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the proposed Cure Payments, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, the Local Rules, and any order governing the administration of these chapter 11 cases; (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Payments; (iv) state the correct Cure Payments alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; and (v) be filed with the Court and served and **actually received no later than November 13, 2024, at 4:00 p.m. (prevailing Eastern Time)** (the “Cure and Adequate Assurance Objection Deadline”) by the Court and the following parties: (i) the Debtors, LaVie Care Centers, LLC, c/o Ankura Consulting Group, LLC, 485 Lexington Avenue, 10th Floor, New York, NY 10017 (Attn: M. Benjamin Jones) (ben.jones@ankura.com); (ii) counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, GA 30309 (Attn: Daniel M. Simon)

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<sup>3</sup> For the avoidance of doubt, unless reflected as amended or modified by the Supplement, the list of potentially assumed Executory Contracts and Unexpired Leases reflected in the Original Contract Assumption Notice and Revised Contract Assumption Notice remains unchanged. The Debtors reserve all rights to further revise, modify, or supplement the Original Contract Assumption Notice, the Revised Contract Assumption Notice, the Plan Supplement, and the Supplement.

(dsimon@mwe.com), and 444 West Lake Street, Suite 4000, Chicago, IL 60606 (Attn: Emily C. Keil) (ekeil@mwe.com); (iii) the Office of the United States Trustee for Region 21, 75 Ted Turner Drive, S.W., Room 362, Atlanta, GA 30303, Attn: Jonathan S. Adams (jonathan.s.adams@usdoj.gov); (iv) counsel to the Committee, Troutman Pepper Hamilton Sanders LLP, 600 Peachtree St. NE, Suite 3000, Atlanta, GA 30308 (Attn: Pierce E. Rigney) (pierce.rigney@troutman.com) and 3000 Two Logan Square, Eighteenth and Arch Street, Philadelphia, PA 19103-2799 (Attn: Francis J. Lawall) (francis.lawall@troutman.com) and 875 Third Avenue New York, NY 10022 (Attn: Deborah Kovsky-Apap) (Deborah.kovsky@troutman.com); (v) counsel to the Omega Parties, Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018 (Attn: Liza L. Burton and Robert Lemons) (lburton@goodwinlaw.com and rlemons@goodwinlaw.com; and (vi) counsel to the Plan Sponsor, DLA Piper LLP (US) 1900 N. Pearl St, Suite 2200 Dallas, TX 75201 (Attn: James Muenker and Erik Stier) (James.Muenker@us.dlapiper.com and Erik.Stier@us.dlapiper.com), and Ferguson Braswell Fraser Kubasta PC, 2500 Dallas Parkway, Suite 600, Plano, TX 75093 (Attn: Leighton Aiken) (laiken@fbfk.law); *provided* that the Debtors may modify the Cure and Adequate Assurance Objection Deadline by filing a notice of such modification on the Court's docket.

**PLEASE TAKE FURTHER NOTICE** that if no objection to (i) the Cure Payments or (ii) the proposed assignment and assumption of any Executory Contract or Unexpired Lease is filed by the Cure and Adequate Assurance Objection Deadline, then (i) you will be deemed to have stipulated that the Cure Payments as determined by the Debtors are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional Cure Payments are due under the Executory Contract or Unexpired Lease, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment in connection with the Plan.

**PLEASE TAKE FURTHER NOTICE** that any objection to the proposed assumption and assignment of an Executory Contract or Unexpired Lease or related Cure Payments in connection with the Plan that otherwise complies with these procedures yet remains unresolved as of the commencement of the hearing on confirmation of the Plan, shall be heard at a later date as may be fixed by the Court.

**PLEASE TAKE FURTHER NOTICE** that, notwithstanding anything herein, the mere listing of any Executory Contract or Unexpired Lease on the Original Contract Assumption Notice Revised Contract Assumption Notice, Supplement, or Plan Supplement does not require or guarantee that such Executory Contract or Unexpired Lease will be assumed by the Debtors at any time or assumed and assigned, and all rights of the Debtors with respect to such Executory Contracts and/or Unexpired Leases are reserved. Moreover, the Debtors explicitly reserve the right, in their reasonable discretion, to seek to reject or assume each Executory Contract or Unexpired Lease pursuant to Bankruptcy Code section 365(a) and in accordance with the procedures allowing the Debtors, as applicable, to designate any Executory Contract or Unexpired Lease as either rejected or assumed on a post-confirmation basis.

**PLEASE TAKE FURTHER NOTICE** that, nothing herein (i) alters in any way the prepetition nature of the Executory Contracts or Unexpired Leases or the validity, priority, or amount of any claims of a counterparty to any Contract against the Debtors that may arise under such Executory Contract or Unexpired Lease, (ii) creates a postpetition contract or agreement, or

(iii) elevates to administrative expense priority any claims of a counterparty to any Executory Contract or Unexpired Lease against the Debtors that may arise under such Executory Contract or Unexpired Lease.

Dated: Atlanta, Georgia  
October 30, 2024

**MCDERMOTT WILL & EMERY LLP**

/s/ Daniel M. Simon

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

**EXHIBIT A**

**Supplement to Revised Schedule of Potentially Assumed and Assigned  
Executory Contracts and Unexpired Leases**

<b>Case No.</b>	<b>Debtor</b>	<b>Contract Counterparty</b>	<b>Address</b>	<b>Description</b>	<b>Proposed Cure Settlement Amount</b>
24-55522	Ashland Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55536	Augusta Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55600	Cardinal North Carolina HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55737	Clay County HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55688	McComb HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55580	Emerald Ridge HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55726	Forrest Oakes HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55761	Glenburney HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55764	Grayson Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55776	Hilltop Mississippi HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55519	Hunter Woods HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55544	Kannapolis HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55564	Kings Daughters Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55602	Locust Grove Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55632	Luther Ridge Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-

Case No.	Debtor	Contract Counterparty	Address	Description	Proposed Cure Settlement Amount
24-55722	Newport News Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55728	Norfolk Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55744	Oak Grove HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55724	Riley HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55515	Oaks at Sweeten Creek HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55627	Penn Village Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55631	Pennknoll Village Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55661	Pheasant Ridge Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55759	Skyline Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55685	Manor at St. Luke Village Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55623	Pavilion at St. Luke Village Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55766	Starkville Manor HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55573	Valley View HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55621	Walnut Cove HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55636	Wellington HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55665	Westwood HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55781	Willowbrook HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-

Case No.	Debtor	Contract Counterparty	Address	Description	Proposed Cure Settlement Amount
24-55782	Wilora Lake HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55783	Windsor Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55784	Winona Manor HealthCare, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55787	Woodstock Facility Operations, LLC	Atlanta Office Technologies	5600 Oakbrook Parkway Norcross, GA, 30093	Copiers and Printer Agreement	-
24-55661	Pheasant Ridge Facility Operations, LLC	Department of Veteran Affairs	Network Contracting Office 6 100 Emancipation Dr Hampton, VA 23667	IDIQ	-
24-55522	Ashland Facility Operations, LLC	Department of Veteran Affairs	Network Contracting Office 6 100 Emancipation Dr Hampton, VA 23667	IDIQ	-
24-55544	Kannapolis HealthCare, LLC	Iron Mountain	c/o Hackett Feinberg P.C., 155 Federal Street, 9th Floor, Boston, MA 02110, Attn: Jacqueline M. Doyle	Record Storage and Shredding	-
24-55632	Luther Ridge Facility Operations, LLC	Iron Mountain	c/o Hackett Feinberg P.C., 155 Federal Street, 9th Floor, Boston, MA 02110, Attn: Jacqueline M. Doyle	Record Storage and Shredding	-
24-55685	Manor at St. Luke Village Facility Operations, LLC	Iron Mountain	c/o Hackett Feinberg P.C., 155 Federal Street, 9th Floor, Boston, MA 02110, Attn: Jacqueline M. Doyle	Record Storage and Shredding	-
24-55744	Oak Grove HealthCare, LLC	Iron Mountain	c/o Hackett Feinberg P.C., 155 Federal Street, 9th Floor, Boston, MA 02110, Attn: Jacqueline M. Doyle	Record Storage and Shredding	-
24-55623	Pavilion at St. Luke Village Facility Operations, LLC	Iron Mountain	c/o Hackett Feinberg P.C., 155 Federal Street, 9th Floor, Boston, MA 02110, Attn: Jacqueline M. Doyle	Record Storage and Shredding	-

<b>Case No.</b>	<b>Debtor</b>	<b>Contract Counterparty</b>	<b>Address</b>	<b>Description</b>	<b>Proposed Cure Settlement Amount</b>
24-55627	Penn Village Facility Operations, LLC	Iron Mountain	c/o Hackett Feinberg P.C., 155 Federal Street, 9th Floor, Boston, MA 02110, Attn: Jacqueline M. Doyle	Record Storage and Shredding	-
24-55507	LaVie Care Centers, LLC	Lexis Nexis	1000 Alderman Drive Alpharetta, GA 30005	Asset Search Software Agreement	-
24-55507	LaVie Care Centers, LLC, et al.	National Datacare	14155 Newbrook Drive Suite 200 Chantilly, VA 20151	Resident Trust Bank Account Program	-