

UNITED STATES BANKRUPTCY COURT  
 NORTHERN DISTRICT OF GEORGIA  
 ATLANTA DIVISION

IN RE:	)	CHAPTER 11
	)	
LAVIE CARE CENTERS, LLC, <i>et al.</i> , <sup>1</sup>	)	CASE NO. 24-55507-pmb
	)	
Debtors.	)	JOINTLY ADMINISTERED
_____	)	
	)	
FC ENCORE ST. CLOUD, LLC,	)	
	)	
Plaintiff,	)	
v.	)	Adv. Pro. No. 25-_____
	)	
WILLIAM BURNHAM,	)	
	)	
Defendant	)	
_____	)	

**COMPLAINT**

FC Encore St. Cloud, LLC (“FCE”), a Released Party<sup>2</sup> under the Plan and the Confirmation Order (as defined herein) in the above-captioned Chapter 11 cases (the “**Chapter 11 Cases**”), hereby files this adversary complaint (the “**Complaint**”) pursuant to Rule 7001 of the Federal Rules of Bankruptcy Procedure against Defendant William Burnham (“**Burnham**”). As the basis for the Complaint, FCE states as follows:

<sup>1</sup> The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these Chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.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.

<sup>2</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in *Debtors’ Modified Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization*, filed on December 4, 2024 [Dkt. No. 730] (the “**Plan**”).



**NATURE OF THE ACTION**

1. Through these Chapter 11 Cases, the above-captioned Debtors (the “**Debtors**”) sought to maximize the value of their estates through various restructuring efforts that ultimately resulted in the confirmed Plan. One critical component of the Plan was the granting of broad releases to certain third parties, including FCE, who along with its affiliates provided substantial value to the Debtors’ estates as part of the Plan process. Such releases bound both the Debtors and consenting third parties, such as Burnham, who did not affirmatively elect to opt out of the Plan releases.

2. FCE now brings this action to stop Burnham from continuing to prosecute claims against FCE that are due to be released under the Plan upon the Plan becoming effective. Without the requested relief, certain Debtors, as indemnitors of FCE (or FCE itself) will have to continue to expend significant funds to continue to litigate claims that will be released upon the Effective Date of the Plan.

3. Accordingly, this Court should extend the automatic stay to cover FCE in the Burnham state court action pending the Plan becoming effective, whereupon the claims asserted by Burnham will be released as against FCE. Specifically, FCE respectfully requests that this Court:

- (a) declare that the claims enumerated by Burnham against FCE are already stayed under Bankruptcy Code Section 362 or, in the alternative, that this Court extend the automatic stay to apply to such claims against FCE;
- (b) enjoin the Burnham action under Bankruptcy Code Section 105, as applicable to FCE; and
- (c) award all such other and further relief, at law or in equity, that this Court deems just and proper.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. In addition, this Court has jurisdiction under the express terms of Art. XI (2), (7), (13), and/or (19) of the Plan, among other terms, as well as under Sections MM and PP of those certain *Findings of Fact, Conclusions of Law, and Order Approving on Final Basis and Confirming Debtors' Modified Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization*, entered on December 5, 2024 (the “**Confirmation Order**”) [Dkt. 735], pp. 31-34.

5. The legal predicates for the relief requested herein are Sections 105(a) and 362(a) of Title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 7001(7), 7007 and 7065 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rule 7007-1 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**”).

### **PARTIES**

6. FCE is a Florida limited liability company with its principal place of business located at 303 International Circle, Suite 200, Hunt Valley, Maryland 21030.

7. Defendant Burnham is a individual Florida resident residing in Osceola County, Florida, and may be served via his retained counsel in the Burnham State Court Action (as defined below), Alicia Smith, Esq., Morgan & Morgan, 20 North Orange Ave., Suite 1600 Orlando, FL 32801, and via his retained counsel in the Chapter 11 Cases, David A. Geiger, Morgan & Morgan

Atlanta PLLC, 191 Peachtree Street NE, Suite 4200, Atlanta, Georgia 30303, and Justin M. Luna, Esq., Latham, Luna, Eden & Beaudine, LLP, 201 S. Orange Ave., Suite 1400, Orlando, Florida 32801.

## **FACTUAL BACKGROUND**

### **I. The Chapter 11 Cases**

8. On June 2, 2024 (the “**Petition Date**”), each of the Debtors commenced a case by filing a petition for relief under Chapter 11 of the Bankruptcy Code 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.

9. On June 13, 2024, the Office of the United States Trustee for Region 21, Atlanta Division (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (the “**Committee**”). *See* Docket No. 112. To date, no chapter 11 trustee or examiner has been appointed in the Chapter 11 Cases. 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* [Docket No. 17].

10. On December 5, 2024, the Court entered the Confirmation Order confirming the Plan. The Plan’s Effective Date has not yet occurred, but is expected to occur within the next two or three months.

## II. The Burnham Action

11. Burnham is the Plaintiff in Florida state court action styled, *William Burnham v. FC Encore St. Cloud, LLC and 4641 Old Canoe Creek Road Operations, LLC*, Case No. 23-CA-004407 (the “**State Court Action**”), pending in the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida (the “**State Court**”), against FCE and Debtor 4641 Old Canoe Creek Road Operations, LLC (the “**OpCo Debtor**”) for damages allegedly sustained as a result of a fall. At all times relevant to claims asserted in the State Court Action, FCE, as landlord, leased the subject facility to Debtor LVE Master Tenant 4, LLC (“**Tenant Debtor**”), which in turned subleased the subject facility to OpCo Debtor and, as such, Tenant Debtor and OpCo Debtor were in complete possession and control of the property in question.

12. Under the terms of that certain Master Lease and Security Agreement dated July 1, 2016 by and between, among others, FCE and Tenant Debtor (as subsequently amended from time to time, the “**Master Lease**”), Tenant Debtor was obligated to indemnify FCE with respect to, among other things, “any and all foreseeable or unforeseeable liability, expense, loss, costs, deficiency, fine, penalty, or damage (including, without limitation, punitive or consequential damages) of any kind or nature, including reasonable attorneys’ fees, from any suits, claims or demands regardless of the merits of any such alleged suit, claim or demand, on account of any matter or thing, action or failure to act arising out of or in connection with this Lease (including, without limitation, the breach by Tenant of any of its obligations hereunder), any Property, the Premises, or the operations of Tenant on any portion of the Premises” during the term of the Master Lease. In addition, pursuant to the terms of that certain Guaranty by and between, among others, FCE and Debtor LaVie Care Centers, LLC, dated July 29, 2016 (the “**LaVie Guaranty**”), Debtor LaVie Care Centers, LLC (“**LaVie**”) guaranteed all of the obligations of Tenant Debtor to FCE

under the terms of the Master Lease, including the indemnity obligations described above. Similarly, pursuant to the terms of that certain Guaranty by and between, among others, FCE and Debtor LV Operations II, LLC, dated July 29, 2016 (the “**LV Operations Guaranty**”), Debtor LV Operations II, LLC (“**LV Operations**”) guaranteed all of the obligations of Tenant Debtor to FCE under the terms of the Master Lease, including the indemnity obligations. Finally, pursuant to the terms of that certain Cross-Default Guaranty of Subtenants dated July 1, 2016 by and between, among others, Tenant Debtor and various Debtor subtenants, including OpCo Debtor (as subsequently amended from time to time, the “**Subtenant Guaranty**”), the various Debtor subtenants, including OpCo Debtor (collectively, the “**Debtor Subtenants**”) all guaranteed to Tenant Debtor all of the obligations owed by each of the Debtor Subtenants under the various subleases between those parties. Pursuant to the terms of that certain Sublease, dated July 29, 2016, by and between Tenant Debtor and OpCo Debtor (the “**Sublease**”),<sup>3</sup> OpCo Debtor covenanted to assume and perform all of the obligations of Tenant Debtor under the Master Lease. Accordingly, each of the Debtor Subtenants, including OpCo Debtor, owes the same indemnity obligations to FCE as does Tenant Debtor. All of the aforementioned indemnities and guarantees survived the termination of the Master Lease.

13. Each of Tenant Debtor, Debtor LaVie, Debtor LV Operations and the Debtor Subtenants, including OpCo Debtor (collectively, the “**FCE Debtor Indemnitors**”) owe broad indemnification obligations to FCE, meaning that the FCE Debtor Indemnitors are the “real party

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<sup>3</sup> FCE has not attached copies of the Master Lease, the LaVie Guaranty, the LV Operations Guaranty, the Subtenant Guaranty, the Sublease and a related Lease Termination Agreement dated March 31, 2024 (the “**Lease Termination**”) hereto, because such documents are voluminous and potentially confidential. However, copies will be made available to counsel for Burnham upon request and presented to the Court at any hearing on this Motion.

defendants” in the State Court Action and any judgment against FCE will effectively be a judgment against the FCE Debtor Indemnitors, further meriting an extension of the automatic stay.

14. On June 24, 2024, OpCo Debtor filed a Suggestion of Bankruptcy in the State Court Action notifying the State Court and Burnham that the action was stayed pursuant to the Debtors’ bankruptcy filings in this case. *See Exhibit A*, which is a true and correct copy of the *Suggestion of Bankruptcy as to 4641 Old Canoe Creek Road Operations LLC*.

15. On October 16, 2024, Burnham filed a Motion to Lift Stay in these bankruptcy proceedings and noticed it for hearing on December 16, 2024. *See Motion to Lift or Modify the Automatic Stay to (1) Liquidate Personal Injury Tort Claim in Pending Litigation, (2) Pursue Recovery to the Extent of Insurance Coverage, and (3) Grant Related Relief* [Dkt. 564] (the “**Stay Relief Motion**”). Burnham thereafter filed an Amended Notice of Hearing on October 29, 2024, resetting the hearing on the Stay Relief Motion to December 10, 2024. *See Amended Notice of Hearing* [Dkt. 599]. Subsequently, on December 9, 2024, Burnham withdrew the Motion. *See Notice of Withdrawal of Motion to Lift or Modify the Automatic Stay to (1) Liquidate Personal Injury Tort Claim in Pending Litigation, (2) Pursue Recovery to the Extent of Insurance Coverage, and (3) Grant Related Relief* [Dkt. No. 743].

### **III. The Plan and Voting Process**

16. On October 1, 2024, the Debtors filed, and subsequently sent to all creditors, including Burnham, who filed claims and/or entered an appearance in these proceedings, a confirmation plan hearing notice, which included conspicuous disclaimers concerning the release of non-debtor third-party claims such as those brought in the State Court Action, as well as reminders to thoroughly read and study the entire Plan. *See Notice of (I) Combined Hearing with*

*Respect to the Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization and (II) Related Objection Deadline* [Dkt. 483].

17. Burnham did not submit a ballot voting to reject the Plan or opting out of the Plan's third-party release provision as required by the Plan. Specifically, as demonstrated by the claims agent's declaration in this case, which identified all of the ballots received in voting on the Plan, Burnham never returned a ballot. *See Declaration of Jennifer Westwood, on Behalf of Kurtzman Carson Consultants LLC D/B/A Verita Global Regarding Solicitation and Tabulation of Ballots Cast on Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization*, filed on November 8, 2024 [Dkt. 647]. Further, Burnham did not object to the Plan or otherwise attempt to opt out of the third-party release provisions.

18. Notwithstanding the foregoing, the State Court in the State Court Action subsequently denied FCE's Motion to Stay Action at a hearing on December 1, 2024. *See Declaration of Antonio A. Cifuentes*, ¶¶ 3, 4, which is attached hereto as Exhibit B.

19. By electronic correspondence, dated December 23, 2024 (the "**December 23 Correspondence**"), Burnham's counsel in the State Court Action was informed of the need for Burnham to demonstrate in this Court why his claim(s) against FCE had not been released by virtue of the Plan and Confirmation Order. A true and correct copy of the December 23 Correspondence is attached hereto as Exhibit C. Neither Burnham nor his counsel responded to the December 23 Correspondence. *See Declaration of Antonio A. Cifuentes (Exhibit B)*, ¶¶ 5, 6.<sup>4</sup>

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<sup>4</sup> FCE has moved to have the State Court reconsider its order lifting the stay against FCE. *See Exhibit D*, which is a true and correct copy (without the exhibits thereto) of FCE's *Motion for Reconsideration of Court Order Dated December 1, 2024 Denying Defendant's Motion for Stay*, dated December 31, 2024.



#### IV. The Effect of the Plan

20. The Plan, as confirmed by the Confirmation Order and once effective, provides for the release of claims against non-debtors third parties, including FCE. Burnham's claim(s) against FCE will be released upon the Effective Date of the Plan pursuant to the "Third-Party Releases" contained in Article X(D)(2) of the Plan.

21. FCE is a Released Party under the Plan, as the term "Released Parties" includes "Omega." Plan, Article II (A), § 1.243. The term "Omega" includes the "Omega Note Agreement Lenders." *Id.*, § 1.170. The Omega Note Agreement Lenders are defined as "the list of lenders identified on Schedule 1 of the Omega Note Agreement." *Id.*, § 1.186. FCE is identified as a lender on Schedule 1 of the Omega Note Agreement. A true and correct copy of the Omega Note Agreement and Schedule 1 thereto is attached hereto as Exhibit E.

22. Burnham is a Releasing Party under the Plan, as he is the Holder of a Claim who abstained from voting, and did not opt out of the consensual release. *See* Plan, Article II (A), § 1.240.

23. Burnham was on notice of these bankruptcy proceedings by virtue of his appearance and participation in these proceedings. *See supra*, ¶ 15. As such, Burnham was on notice of the Plan and was fully aware of all matters related to this proceeding, including the terms of the Plan and the non-debtor third-party releases contained therein. Specifically, on October 1, 2024, counsel for the Debtors filed a confirmation plan hearing notice, which included conspicuous disclaimers regarding the release of third-party claims such as those brought in the State Court Action, as well as reminders to thoroughly read and study the Plan. *Id.*, ¶ 16. Such notice was served upon Burnham's counsel of record in the State Court Action.

24. The Plan provided that Burnham could “opt out” of the release provisions of the Plan but required that he had to affirmatively indicate that choice in a ballot submitted to Kurtzman Carson Consultants LLC D/B/A Verita Global. *See Memorandum Decision on Opt Out Third-Party Releases Included in Debtors’ Joint Second Amended Plan of Reorganization* [Dkt. 736], pp. 21-32. Burnham never responded with a ballot expressly opting out of the non-debtor third-party releases. *See* [Dkt. 647]; *supra*, ¶ 17. Nor did Burnham respond with an opt-out election, objection, or response of any kind.

25. The Confirmation Order approving the Plan provides that this Court retains jurisdiction to “determine whether any claim or Cause of Action to be asserted in any forum against a Released Party . . . was released under the Plan or this Confirmation Order, and any party intending to file any such claim or Cause of Action, or to pursue any such claim or Cause of Action already filed, against a Released Party . . . shall first obtain an order of this Court determining that such claim or Cause of Action was not released under the Plan or this Confirmation Order.” *See* Confirmation Order [Dkt. 735], pp. 33-34, Section PP.

26. Accordingly, once the Plan is effective, Burnham may not pursue his claim(s) against FCE unless he first obtains an order from this Court determining that his claim(s) against FCE is not released under the Plan or the Confirmation Order.

### **COUNT ONE**

#### **(Extension of Automatic Stay Pursuant to Bankruptcy Code Section 362)**

27. The allegations set forth above are incorporated herein by reference.

28. Upon the commencement of a bankruptcy case, Bankruptcy Code Section 362(a) operates to stay:

- (1) the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding

against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title;

(2) the enforcement, against the debtor or against property of the estate, of a judgment obtained before the commencement of the case under this title;

(3) any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate;

...

(6) any act to collect, assess, or recover a claim against the debtor that arose before the commencement of the case under this title . . .

11 U.S.C. § 362(a)(1), (2), (3), (6).

29. Due to his election to not opt out or object to the Third-Party Release, Burnham is bound by the Third-Party Release contained in the confirmed Plan, meaning that all of his claims against the Non-Debtor Defendants, including FCE, have been released and are no longer viable. As such, continued prosecution of these released claims against FCE in the State Court Action is a futile and wasteful abuse of process and warrants intervention by this Court.

30. If not automatically stayed, bankruptcy courts in the Eleventh Circuit may extend the automatic stay to non-debtor third parties when there is an identity of interest between the Debtor and another defendant.

31. There is an identity of interest between the FCE Debtor Indemnitors and FCE in the State Court Action because a judgment against FCE would upset the carefully negotiated terms of the Plan. Further, because Tenant Debtor and OpCo Debtor were the parties that were in possession and control of the property at issue at all times relevant to the State Court Action, and because all of the FCE Debtor Indemnitors are obligated to indemnify FCE for the claims asserted in the State Court Action, the FCE Debtor Indemnitors are undoubtedly indispensable parties to the State Court Action, both because such claims depend on adverse findings against certain of the

FCE Debtor Indemnitors (Tenant Debtor and OpCo Debtor), and are inextricably interwoven with, and present common questions of fact and law. The State Court Action, and, importantly, the discovery, depositions, and other litigation workstreams associated therewith, simply cannot proceed without the FCE Debtor Indemnitors' involvement, meriting an extension of the automatic stay.

32. Finally, bankruptcy courts in the Eleventh Circuit may also extend the automatic stay to non-debtor third parties when there is an identity of interest between the debtor and another defendant. Here, there is an identity of interest between FCE and the FCE Debtor Indemnitors in the State Court Action because, pursuant to the indemnification obligations, the FCE Debtor Indemnitors are obligated to defend and indemnify FCE, implicating the FCE Debtor Indemnitors as the “real party defendants” and meaning that a judgment against FCE would essentially be a judgment against the FCE Debtor Indemnitors. Moreover, there is an identity of interest because, as noted above, certain of the FCE Debtor Indemnitors are inextricably interwoven into the facts, claims, and defenses in the State Court Action necessitating their involvement.

33. Therefore, this Court should extend the automatic stay to FCE through and including the Effective Date.

## **COUNT TWO**

### **(Preliminary and Permanent Injunction Pursuant to Bankruptcy Code Section 105)**

34. The allegations set forth above are incorporated herein by reference.

35. Bankruptcy Code Section 105(a) permits the bankruptcy court to issue any order “necessary or appropriate” to assure the administration of the debtor’s bankruptcy estate, including issuing injunctions to enjoin actions against non-debtors. *See* 11 U.S.C. § 105(a).

36. Here, the issues between the FCE Debtor Indemnitors and FCE are inextricably interwoven and judicial economy would be served if the issues were fully litigated in a single proceeding. Therefore, an injunction is warranted to prohibit Burnham from prosecuting claims against FCE while the Debtors, including the FCE Debtor Indemnitors, are focused on completing their restructuring efforts in their Chapter 11 Cases.

37. FCE has shown (a) a reasonable likelihood of success on the merits; (b) a danger of imminent, irreparable harm to FCE in the absence of an injunction; (c) that the balance of equities tips in favor of FCE as opposed to Burnham who would be restrained from pursuing claims that are imminently due to be released; and (d) the public interest in a successful bankruptcy reorganization outweighs other competing societal interests.

38. An injunction is necessary to prevent irreparable harm to FCE (and the Debtors, for that matter), because the continued prosecution of the claims and causes of action at issue that are due to be released would (i) risk cost and expense to FCE for the pursuit of what are ultimately futile claims; and (ii) could force the participation of the FCE Debtor Indemnitors in order to ensure that its interests are adequately protected, thereby causing harm to the Debtors' estates.

39. With respect to the third factor, in contrast to the immediate and irreparable harm FCE would face if injunctive relief were denied, the only potential harm faced by Burnham is a mere few months delay before the Plan becomes effective and Burnham's claims are released against FCE in any event.

40. As to the fourth and final factor, public interest favors an injunction, which would preserve the results of a confirmed plan of reorganization which was heavily negotiated and litigated.

41. Accordingly, an injunction barring Burnham from prosecuting the claims and causes of action enumerated in the State Court Action against FCE until the earlier of (a) the Effective Date of the Plan, whereupon the injunction should become permanent due to the claims at issue being deemed released, or (b)(i) conversion or (ii) dismissal of the Chapter 11 Cases, is appropriate and essential to the orderly and effective administration of the Chapter 11 Cases.

**PRAYER FOR RELIEF**

WHEREFORE, FCE respectfully requests that this Court enter an order:

- (a) declaring that the claims enumerated in the State Court Action against FCE are stayed under Bankruptcy Code Section 362 or, in the alternative, extending the automatic stay to apply to such claims against FCE;
- (b) enjoining the State Court Action under Bankruptcy Code Section 105, as applicable to FCE; and
- (c) awarding all such other and further relief, at law or in equity, that this Court deems just and proper.

*[Remainder of page intentionally left blank]*

This 7th day of January, 2025.

SCROGGINS, WILLIAMSON & RAY, P.C.

By: /s/ Matthew W. Levin

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**EXHIBIT A**

**Suggestion of Bankruptcy**



IN THE CIRCUIT COURT OF THE NINTH  
JUDICIAL CIRCUIT IN AND FOR OSCEOLA  
COUNTY, FLORIDA

WILLIAM BURNHAM,

Plaintiff,

vs.

CASE NO.: 23-CA-004407

FC ENCORE ST. CLOUD, LLC AND  
4641 OLD CANOE CREEK ROAD OPERATIONS, LLC

Defendants.

\_\_\_\_\_ /

**SUGGESTION OF BANKRUPTCY**

PLEASE TAKE NOTICE that on June 2, 2024, Defendant, 4641 OLD CANOE CREEK ROAD OPERATIONS LLC, identified in **Exhibit A** (the “Debtor”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “Bankruptcy Court”). A copy of a voluntary petition is attached hereto and further Bankruptcy Court documents (including the other voluntary petitions) can be found at <https://www.kccllc.net/LaVie>.

PLEASE TAKE FURTHER NOTICE that under Bankruptcy Code section 362(a), the Debtor’s filing of a voluntary petition operates as a stay of, among other things: (a) the commencement or continuation of all judicial, administrative, or other actions or proceedings against the Debtor (i) that were or could have been commenced before the commencement of the Debtor’s case or (ii) to recover any claims against the Debtor that arose before the commencement of the Debtor’s cases; (b) the enforcement, against the Debtor or against any property of the Debtor’s bankruptcy estates, of a judgment obtained before the commencement of the Debtor’s

cases; or (c) any act to obtain possession of property of or from the Debtor's bankruptcy estate, or to exercise control over property of the Debtor's bankruptcy estate.

PLEASE TAKE FURTHER NOTICE that the Debtor reserves its right to bring an action in the Bankruptcy Court for any violation of Bankruptcy Code section 362(a)'s automatic stay.

Respectfully submitted,

Dated: June 24, 2024

/s/ Antonio Cifuentes

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent via Electronic Mail to: **Alicia M. Smith, Esq.**, Morgan & Morgan, P.A., 20 N. Orange Ave., Suite 1600, Orlando, FL 32801; Primary: [aliciasmith@forthepeople.com](mailto:aliciasmith@forthepeople.com); Secondary: [nmazurick@forthepeople.com](mailto:nmazurick@forthepeople.com), on this **24<sup>th</sup>** day of June, 2024.

DIAS & ASSOCIATES, P.A.  
Attorney for Defendant  
5110 Sunforest Drive, Suite 160  
Tampa, FL 33634  
Phone: (813) 769-6280 | Fax: (813) 769-6281  
Email service: (primary) [efile@mdlegal.net](mailto:efile@mdlegal.net)

BY: /s/ Antonio Cifuentes  
ANTONIO A. CIFUENTES, ESQ.  
Florida Bar No.: 0043605

**EXHIBIT A**

**Voluntary Chapter 11 Petition**

**Fill in this information to identify your case:**

United States Bankruptcy Court for the:  
 NORTHERN DISTRICT OF GEORGIA

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Case number (if known) \_\_\_\_\_ Chapter 11

Check if this an amended filing

Official Form 201

**Voluntary Petition for Non-Individuals Filing for Bankruptcy**

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name LaVie Care Centers, LLC

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2. All other names debtor used in the last 8 years  
 Include any assumed names, trade names and doing business as names

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3. Debtor's federal Employer Identification Number (EIN) 45-3515592

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4. Debtor's address

<p><b>Principal place of business</b></p> <p><u>1040 Crown Pointe Pkwy, Suite 600</u>  <u>Atlanta, GA 30338</u>  <small>Number, Street, City, State &amp; ZIP Code</small></p> <p><u>DeKalb</u>  <small>County</small></p>	<p><b>Mailing address, if different from principal place of business</b></p> <p>_____</p> <p><small>P.O. Box, Number, Street, City, State &amp; ZIP Code</small></p> <p><b>Location of principal assets, if different from principal place of business</b></p> <p>_____</p> <p><small>Number, Street, City, State &amp; ZIP Code</small></p>
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5. Debtor's website (URL) https://consulatehc.com/

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6. Type of debtor

Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

Partnership (excluding LLP)

Other. Specify: \_\_\_\_\_

Debtor LaVie Care Centers, LLC Case number (if known) \_\_\_\_\_  
Name

7. Describe debtor's business A. Check one:

- Health Care Business (as defined in 11 U.S.C. § 101(27A))
- Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- Railroad (as defined in 11 U.S.C. § 101(44))
- Stockbroker (as defined in 11 U.S.C. § 101(53A))
- Commodity Broker (as defined in 11 U.S.C. § 101(6))
- Clearing Bank (as defined in 11 U.S.C. § 781(3))
- None of the above

B. Check all that apply

- Tax-exempt entity (as described in 26 U.S.C. §501)
- Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

6231

8. Under which chapter of the Bankruptcy Code is the debtor filing? Check one:

- Chapter 7
- Chapter 9

Chapter 11. Check all that apply:

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

- The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11**. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- A plan is being filed with this petition.
- Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

- Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?  No.  Yes.

If more than 2 cases, attach a separate list.

District _____	When _____	Case number _____
District _____	When _____	Case number _____

Debtor LaVie Care Centers, LLC Case number (if known) \_\_\_\_\_  
Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?  No  Yes.

List all cases. If more than 1, attach a separate list

Debtor	<u>See Rider 1</u>	Relationship	<u>Affiliate</u>
District	<u>Northern District of Georgia</u>	When	Case number, if known

11. Why is the case filed in this district? *Check all that apply:*

- Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?  No  Yes.

Answer below for each property that needs immediate attention. Attach additional sheets if needed.

**Why does the property need immediate attention?** *(Check all that apply.)*

- It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.  
What is the hazard? \_\_\_\_\_
- It needs to be physically secured or protected from the weather.
- It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).
- Other \_\_\_\_\_

**Where is the property?** \_\_\_\_\_  
 Number, Street, City, State & ZIP Code

**Is the property insured?**

- No
- Yes. Insurance agency \_\_\_\_\_  
 Contact name \_\_\_\_\_  
 Phone \_\_\_\_\_

**Statistical and administrative information**

13. Debtor's estimation of available funds. *Check one:*

- Funds will be available for distribution to unsecured creditors.
- After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors

<input type="checkbox"/> 1-49	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 25,001-50,000
<input type="checkbox"/> 50-99	<input type="checkbox"/> 5001-10,000	<input type="checkbox"/> 50,001-100,000
<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 10,001-25,000	<input type="checkbox"/> More than 100,000
<input type="checkbox"/> 200-999		

15. Estimated Assets

<input type="checkbox"/> \$0 - \$50,000	<input type="checkbox"/> \$1,000,001 - \$10 million	<input checked="" type="checkbox"/> \$500,000,001 - \$1 billion
<input type="checkbox"/> \$50,001 - \$100,000	<input type="checkbox"/> \$10,000,001 - \$50 million	<input type="checkbox"/> \$1,000,000,001 - \$10 billion
<input type="checkbox"/> \$100,001 - \$500,000	<input type="checkbox"/> \$50,000,001 - \$100 million	<input type="checkbox"/> \$10,000,000,001 - \$50 billion
<input type="checkbox"/> \$500,001 - \$1 million	<input type="checkbox"/> \$100,000,001 - \$500 million	<input type="checkbox"/> More than \$50 billion

Debtor LaVie Care Centers, LLC Case number (if known) \_\_\_\_\_  
Name

- 16. Estimated liabilities**
- |  |  |  |
|--|--|--|
| <input type="checkbox"/> \$0 - \$50,000          | <input type="checkbox"/> \$1,000,001 - \$10 million    | <input type="checkbox"/> \$500,000,001 - \$1 billion               |
| <input type="checkbox"/> \$50,001 - \$100,000    | <input type="checkbox"/> \$10,000,001 - \$50 million   | <input checked="" type="checkbox"/> \$1,000,000,001 - \$10 billion |
| <input type="checkbox"/> \$100,001 - \$500,000   | <input type="checkbox"/> \$50,000,001 - \$100 million  | <input type="checkbox"/> \$10,000,000,001 - \$50 billion           |
| <input type="checkbox"/> \$500,001 - \$1 million | <input type="checkbox"/> \$100,000,001 - \$500 million | <input type="checkbox"/> More than \$50 billion                    |

Note: The information provided regarding number of creditors, assets, and liabilities in Items 14-16 is being provided on a consolidated basis for the entities listed on Rider 1.

Debtor LaVie Care Centers, LLC Case number (if known) \_\_\_\_\_  
Name

**Request for Relief, Declaration, and Signatures**

**WARNING** -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

**17. Declaration and signature of authorized representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.  
I have been authorized to file this petition on behalf of the debtor.  
I have examined the information in this petition and have a reasonable belief that the information is true and correct.  
I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 2, 2024  
MM / DD / YYYY

X   
Signature of authorized representative of debtor  
Title Chief Restructuring Officer

M. Benjamin Jones  
Printed name

**18. Signature of attorney**

X   
Signature of attorney for debtor

Date June 2, 2024  
MM / DD / YYYY

Daniel M. Simon  
Printed name

McDermott Will & Emery LLP  
Firm name

1180 Peachtree St. NE  
Suite 3350  
Atlanta, GA 30309  
Number, Street, City, State & ZIP Code

Contact phone 404-260-8535 Email address dsimon@mwe.com

690075 GA  
Bar number and State



**Rider 1**

**Pending Bankruptcy Cases Filed by the Debtor and Certain Affiliates and Subsidiaries of the Debtor**

On the date hereof, each of the entities listed below (collectively, the “Debtors”) filed a petition in the United States Bankruptcy Court for the Northern District of Georgia for relief under chapter 11 of title 11 of the United States Code. The Debtors have moved for joint administration of these cases for procedural purposes only under the case number assigned to the chapter 11 case of Debtor LaVie Care Centers, LLC.

<b>Debtor Name</b>	<b>EIN Number</b>
LaVie Care Centers, LLC	45-3515592
10040 Hillview Road Operations LLC	37-1654496
1010 Carpenters Way Operations LLC	36-4716312
1026 Albee Farm Road Operations LLC	38-3858193
1061 Virginia Street Operations LLC	32-0358871
1111 Drury Lane Operations LLC	36-4714694
1120 West Donegan Avenue Operations LLC	37-1654964
11565 Harts Road Operations LLC	35-2428092
12170 Cortez Boulevard Operations LLC	30-0706977
125 Alma Boulevard Operations LLC	38-3858306
1445 Howell Avenue Operations LLC	35-2428213
1465 Oakfield Drive Operations LLC	32-0358612
1507 South Tuttle Avenue Operations LLC	37-1654971
15204 West Colonial Drive Operations LLC	37-1653462
1550 Jess Parrish Court Operations LLC	35-2428780
1615 Miami Road Operations LLC	30-0706236
1820 Shore Drive Operations LLC	61-1666246
1851 Elkcam Boulevard Operations LLC	80-0768116
1937 Jenks Avenue Operations LLC	35-2427914
195 Mattie M. Kelly Boulevard Operations LLC	90-0775960
216 Santa Barbara Boulevard Operations LLC	80-0768096
2333 North Brentwood Circle Operations LLC	30-0707193
2401 NE 2nd Street Operations LLC	38-3858020
2826 Cleveland Avenue Operations LLC	61-1666359
2916 Habana Way Operations LLC	61-1665516
2939 South Haverhill Road Operations LLC	80-0768119
3001 Palm Coast Parkway Operations LLC	38-3857454
3101 Ginger Drive Operations LLC	30-0707332
3110 Oakbridge Boulevard Operations LLC	30-0707729
3735 Evans Avenue Operations LLC	35-2427163
3825 Countryside Boulevard Operations LLC	90-0775956

<b>Debtor Name</b>	<b>EIN Number</b>
3920 Rosewood Way Operations LLC	90-0777086
4200 Washington Street Operations LLC	30-0707346
4641 Old Canoe Creek Road Operations LLC	90-0777064
500 South Hospital Drive Operations LLC	61-1666089
5065 Wallis Road Operations LLC	80-0769064
518 West Fletcher Avenue Operations LLC	90-0776108
5405 Babcock Street Operations LLC	37-1655153
611 South 13th Street Operations LLC	32-0359064
626 North Tyndall Parkway Operations LLC	35-2427139
6305 Cortez Road West Operations LLC	30-0705718
6414 13th Road South Operations LLC	35-2428783
650 Reed Canal Road Operations LLC	61-1666689
6700 NW 10th Place Operations LLC	36-4716114
702 South Kings Avenue Operations LLC	38-3857011
710 North Sun Drive Operations LLC	35-2428407
741 South Beneva Road Operations LLC	61-1665084
777 Ninth Street North Operations LLC	38-3858199
7950 Lake Underhill Road Operations LLC	90-0777078
9035 Bryan Dairy Road Operations LLC	36-4715950
9311 South Orange Blossom Trail Operations LLC	80-0770038
9355 San Jose Boulevard Operations LLC	80-0769084
Alpha Health Care Properties, LLC	41-2077416
Ambassador Ancillary Services, LLC	20-5760077
Ambassador Rehabilitative Services, LLC	26-3907299
Ashland Facility Operations, LLC	20-5065966
Ashton Court HealthCare, LLC	20-0900123
Assisted Living at Frostburg Village Facility Operations, LLC	20-5103941
Augusta Facility Operations, LLC	20-5104011
Augusta Health Care Properties, LLC	20-1277671
Baya Nursing and Rehabilitation, LLC	46-1570112
Bayonet Point Facility Operations, LLC	20-5109197
Bossier HealthCare, LLC	20-0875159
Brandon Facility Operations, LLC	20-5109231
Brentwood Meadow Health Care Associates, LLC	58-2639492
Briley Facility Operations, LLC	20-5111715
Brownsboro Hills HealthCare, LLC	20-0900168
Canonsburg Property Investors, LLC	26-2735207
Capital Health Care Associates, LLC	58-2639426
Cardinal North Carolina HealthCare, LLC	20-0900368
Carey Facility Operations, LLC	20-5104199

<b>Debtor Name</b>	<b>EIN Number</b>
Cary HealthCare, LLC	20-0905436
Catalina Gardens Health Care Associates, LLC	26-0220976
Catalina Health Care Associates, LLC	20-1135070
Centennial Acquisition Corporation	58-1953209
Centennial Employee Management, LLC	20-0826862
Centennial Five Star Master Tenant, LLC	20-1300494
Centennial HealthCare Corporation	58-1839701
Centennial Healthcare Holding Company, LLC	20-0807247
Centennial HealthCare Investment Corporation	58-2199520
Centennial HealthCare Management Corporation	58-1918794
Centennial HealthCare Properties Corporation	58-2060434
Centennial HealthCare Properties, LLC	20-1003944
Centennial Management Investment, LLC	80-0113338
Centennial Master Subtenant, LLC	20-1300460
Centennial Master Tenant, LLC	20-1300375
Centennial Newco Holding Company, LLC	55-0873842
Centennial Professional Therapy Services Corporation	58-2066026
Centennial SEHC Master Tenant, LLC	20-1300475
Centennial Service Corporation - Grant Park	58-1961642
Charlwell HealthCare, LLC	20-0807329
Chenal HealthCare, LLC	20-0874862
Cheswick Facility Operations, LLC	20-5111780
CHIC Holding Company, LLC	20-1228499
CHMC Holding Company, LLC	20-1228582
CHPC Holding Company, LLC	20-1228338
Clay County HealthCare, LLC	20-0905506
Clearwater HealthCare, LLC	20-0899904
Coastal Administrative Services, LLC	20-1002338
Coastal Management Investment, LLC	80-0113346
Consulate EV Acquisition, LLC	46-5024592
Consulate EV Master Tenant, LLC	46-5040168
Consulate EV Operations I, LLC	46-5065655
Consulate Facility Leasing, LLC	20-5065805
Consulate Management Company III, LLC	87-1962788
Consulate MZHBS Leaseholdings, LLC	46-1554261
Consulate NHCG Leaseholdings, LLC	47-2479870
Country Meadow Facility Operations, LLC	20-5104234
Crestline Facility Operations, LLC	20-5104979
Cypress Manor Health Care Associates, LLC	58-2639431
Cypress Square Health Care Associates, LLC	58-2639493

<b>Debtor Name</b>	<b>EIN Number</b>
D.C. Medical Investors Limited Partnership	58-1479238
Donegan Square Health Care Associates, LLC	58-2639494
Down East HealthCare, LLC	20-0905536
Edinburgh Square Health Care Associates, LLC	58-2639495
Emerald Ridge HealthCare, LLC	20-0905569
Envoy Health Care, LLC	26-3494764
Envoy Management Company, LLC	26-3494857
Envoy of Alexandria, LLC	26-3644169
Envoy of Denton, LLC	26-3644052
Envoy of Forest Hills, LLC	26-3644246
Envoy of Fork Union, LLC	26-3644310
Envoy of Goochland, LLC	26-3644361
Envoy of Lawrenceville, LLC	26-3644400
Envoy of Norfolk, LLC	26-3644431
Envoy of Pikesville, LLC	26-3643997
Envoy of Richmond, LLC	26-3644488
Envoy of Somerset, LLC	37-1625920
Envoy of Staunton, LLC	26-3644536
Envoy of Williamsburg, LLC	26-3644589
Envoy of Winchester, LLC	26-3644649
Envoy of Woodbridge, LLC	26-3644689
Epsilon Health Care Properties, LLC	20-1000103
Ferriday HealthCare, LLC	20-0875115
FLLVMT, LLC	87-1988233
Florida Health Care Properties, LLC	58-2639462
Floridian Facility Operations, LLC	47-2428106
Forrest Oakes HealthCare, LLC	20-0905610
Franklinton HealthCare, LLC	20-0875206
Frostburg Facility Operations, LLC	20-5111843
Garden Court HealthCare, LLC	20-0875068
Gateway HealthCare, LLC	20-0905642
Genoa Healthcare Consulting, LLC	80-0113353
Genoa Healthcare Group, LLC	20-2853620
Glenburney HealthCare, LLC	20-0900219
Grant Park Nursing Home Limited Partnership	58-1513696
Grayson Facility Operations, LLC	20-5105028
Green Cove Facility Operations, LLC	86-2113482
Greenfield Facility Operations, LLC	20-5105082
Harbor Pointe Facility Operations, LLC	20-5105131
HFLVMT, LLC	87-2008240

<b>Debtor Name</b>	<b>EIN Number</b>
Hilltop Mississippi HealthCare, LLC	20-0900236
Hilltopper Holding Corp.	13-4103036
Hollywell HealthCare, LLC	20-0807352
Hunter Woods HealthCare, LLC	20-0905659
Hurstbourne HealthCare, LLC	20-0900196
Jacksonville Facility Operations, LLC	20-5108974
Jennings HealthCare, LLC	20-0899983
Josera, LLC	87-1962345
Kannapolis HealthCare, LLC	20-0905909
KD HealthCare, LLC	20-0807374
Kenton Facility Operations, LLC	20-5105168
Kenwood View HealthCare, LLC	20-0874981
Kimwell HealthCare, LLC	20-0807398
Kings Daughters Facility Operations, LLC	20-5105233
Kissimmee Facility Operations, LLC	20-5109023
Lake Parker Facility Operations, LLC	20-5109064
Lakeland Facility Operations, LLC	20-5109103
Legends Facility Operations, LLC	20-5105433
Level Up Staffing, LLC	88-2002166
Libby HealthCare, LLC	20-0875249
Lidenskab, LLC	87-2613227
Lincoln Center HealthCare, LLC	20-0900026
Locust Grove Facility Operations, LLC	20-5109149
LTC Insurance Associates, LLC	20-3195964
Lucasville I Facility Operations, LLC	20-5105485
Lucasville II Facility Operations, LLC	20-5105523
Luther Ridge Facility Operations, LLC	20-5111897
LV CHC Holdings I, LLC	80-0816955
LV Operations I, LLC	45-3515359
LV Operations II, LLC	45-3515478
LVE Holdco, LLC	81-0749529
LVE Master Tenant 1, LLC	81-0771024
LVE Master Tenant 2, LLC	81-0758175
LVE Master Tenant 3, LLC	81-0789765
LVE Master Tenant 4, LLC	81-0794633
LVFH Master Tenant, LLC	83-4283023
LVLUPH, LLC	88-1974540
MA HealthCare Holding Company, LLC	20-5146601
Manor at St. Luke Village Facility Operations, LLC	20-5111951
McComb HealthCare, LLC	20-0900260

<b>Debtor Name</b>	<b>EIN Number</b>
Melbourne Facility Operations, LLC	20-5111992
Miami Facility Operations, LLC	20-5112030
Milton HealthCare, LLC	20-0807422
Montclair HealthCare, LLC	20-0900148
Mount Royal Facility Operations, LLC	20-5112170
NENC HealthCare Holding Company, LLC	20-3625264
New Harmonie HealthCare, LLC	20-0900065
New Port Richey Facility Operations, LLC	20-5112212
Newport News Facility Operations, LLC	20-5105591
Norfolk Facility Operations, LLC	20-5105634
North Carolina Master Tenant, LLC	04-3829822
North Fort Myers Facility Operations, LLC	20-5112262
North Strabane Facility Operations, LLC	20-5112337
Oak Grove HealthCare, LLC	20-0905695
Oaks at Sweeten Creek HealthCare, LLC	20-0905720
Omro HealthCare, LLC	20-0875286
Onetete, LLC	87-2587023
Orange Park Facility Operations, LLC	20-5112395
Osprey Nursing and Rehabilitation, LLC	46-1564762
Paloma Blanca Health Care Associates, LLC	26-1305470
Parkside Facility Operations, LLC	20-5112496
Parkview Facility Operations, LLC	20-5112554
Parkview HealthCare, LLC	20-0900205
Parkview Manor HealthCare, LLC	20-0875336
Parkwell HealthCare, LLC	20-0807446
Pavilion at St. Luke Village Facility Operations, LLC	20-5113160
Penn Village Facility Operations, LLC	20-5113850
Pennknoll Village Facility Operations, LLC	20-5113884
Pensacola Facility Operations, LLC	20-5113943
Perry Facility Operations, LLC	86-2133012
Perry Village Facility Operations, LLC	20-5113979
Pheasant Ridge Facility Operations, LLC	20-5105665
Piketon Facility Operations, LLC	20-5114014
Pine River HealthCare, LLC	20-0818444
Pinelake HealthCare, LLC	20-0905771
Pinewood HealthCare, LLC	20-0899952
Port Charlotte Facility Operations, LLC	20-5114051
QCPMT, LLC	32-0576275
RAC Insurance Investors, LLC	20-3080060
Reeders Facility Operations, LLC	20-5065901

<b>Debtor Name</b>	<b>EIN Number</b>
Retirement Village of North Strabane Facility Operations, LLC	20-5112301
Ridgewood Facility Operations, LLC	20-5114074
Riley HealthCare, LLC	20-0900279
Rispetto, LLC	87-1934858
Riverbend HealthCare, LLC	20-0900103
Riverview of Ann Arbor HealthCare, LLC	20-0818482
Royal Terrace HealthCare, LLC	20-0875028
Safety Harbor Facility Operations, LLC	20-5114096
Salus Management Investment, LLC	26-2640475
Sarasota Facility Operations, LLC	20-5122556
Sea Crest Management Investment, LLC	80-0113363
Sheridan Indiana HealthCare, LLC	20-0906111
Shoreline Healthcare Management, LLC	20-0807287
Skyline Facility Operations, LLC	20-5105696
Southpoint Health Care Associates, LLC	81-0612152
St. Petersburg Facility Operations, LLC	20-5114123
Starkville Manor HealthCare, LLC	20-0900298
Stratford Facility Operations, LLC	20-5114158
Summit Facility Operations, LLC	20-5105730
Susquehanna Village Facility Operations, LLC	20-5114203
Swan Pointe Facility Operations, LLC	20-5105792
Tallahassee Facility Operations, LLC	20-5114238
Tarpon Health Care Associates, LLC	58-2639486
THS Partners I, Inc.	61-1247990
THS Partners II, Inc.	61-1247991
Tosturi, LLC	87-1934589
Transitional Health Partners	61-1247988
Transitional Health Services, Inc.	61-1245176
Valley View HealthCare, LLC	20-0905934
VAPAMT, LLC	30-1127282
Vero Beach Facility Operations, LLC	20-5114268
VNTG HD Master Tenant, LLC	83-4270086
Walnut Cove HealthCare, LLC	20-0905961
Wayne HealthCare, LLC	20-0818282
Wellington HealthCare, LLC	20-0905981
Wellston Facility Operations, LLC	20-5105831
West Altamonte Facility Operations, LLC	20-5114358
West Palm Beach Facility Operations, LLC	20-5114330
Westerville Facility Operations, LLC	20-5105869
Westwood HealthCare, LLC	20-0906009

<b>Debtor Name</b>	<b>EIN Number</b>
Whispering Hills Facility Operations, LLC	20-5105923
Whitehall of Ann Arbor HealthCare, LLC	20-0818567
Whitehall of Novi HealthCare, LLC	20-0818514
Williamsburg Facility Operations, LLC	20-5105956
Willowbrook HealthCare, LLC	20-0906053
Wilora Lake HealthCare, LLC	20-0906081
Windsor Facility Operations, LLC	20-5105990
Winona Manor HealthCare, LLC	20-0900306
Winter Haven Facility Operations, LLC	20-5114303
Woodbine HealthCare, LLC	20-0900137
Woodstock Facility Operations, LLC	20-5106024



## LV OPERATIONS I, LLC

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### Written Consent of Independent Manager

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June 2, 2024

The undersigned, being the Independent Manager (the “Independent Manager”) of LV Operations I, LLC, a Delaware limited liability company (“LVO I”), acting on behalf of LVO I in accordance with that certain Unanimous Written Consent of FC Investors XXI, LLC dated May 19, 2024 (the “Parent Consent”) and that certain limited liability company agreement of LVO I (as amended by the Parent Consent, the “LLC Agreement”), and acting for and on behalf of each direct and indirect wholly owned subsidiary of LVO I listed on Schedule A (each, a “Subsidiary” and together with LVO I, the “Companies” and each, a “Company”), and such Subsidiaries acting on behalf of their respective Subsidiaries, as member, director, and/or manager of such Subsidiaries, as contemplated in the resolutions below and in accordance with the governing documents of such Subsidiaries, hereby consents to the following actions and adopts the following resolutions with respect to each Company in lieu of a meeting effective as of the date hereof.

### Authorization

WHEREAS, pursuant to the LLC Agreement, the Independent Manager has the sole and exclusive authority to authorize, and cause LVO I and the Subsidiaries to take, the Restructuring Actions (as defined in the Parent Consent), including the sole authority to cause the amendment or modification of any of the governing documents of the Subsidiaries the Independent Manager determines to be necessary or advisable to authorize any Restructuring Action.

WHEREAS, the Independent Manager, individually and acting on behalf of LVO I, LVO I acting as the sole member of LV Operations II, LLC, LV Operations II, LLC acting as the sole member of LaVie Care Centers, LLC, LaVie Care Centers, LLC acting as the sole member of each of its direct Subsidiaries, and each such Subsidiary acting in its capacity as the direct or indirect member, manager, or partner of the other Subsidiaries, desires to (a) amend of each limited liability company agreement, partnership agreement or other governing document of each Subsidiary to provide that, notwithstanding any other provision of such agreement to the contrary, (i) the Independent Manager, as a manager or authorized agent of such Subsidiary, is authorized to, directly or through any member, manager, partner, director, or shareholder of such Subsidiary, to authorize, approve and implement any Restructuring Actions (including any applicable amendments to governing documents of any Subsidiary) with respect to such Subsidiary or any of its Subsidiaries, (ii) the bankruptcy of any person or entity serving as a member or partner of a Subsidiary that is a limited liability company or partnership shall not cause such person or entity to cease to be a member or partner and shall not cause the dissolution of such Subsidiary, and (iii) no consent or approval of any person or entity other than the Independent Manager shall be required to approve any Restructuring Action (including any Chapter 11 Case (as defined below)) (collectively, the “Subsidiary Amendments”), and (b) remove of any or all directors of any Subsidiary that is a corporation, fix the size of the board of directors of such Subsidiary to one

directorship, and appoint the Independent Manager as the sole director of such Subsidiary to authorize, approve and implement any Restructuring Actions (including the Subsidiary Amendments) (the “Subsidiary Director Replacements”).

RESOLVED, that each of the Subsidiary Amendments and the Subsidiary Director Replacements are hereby authorized, approved, ratified and confirmed in all respects, and each such actions shall be deemed to have occurred at such time and in such sequence as may be required by applicable law or the applicable governing documents of the Companies in order to give valid effect thereto.

RESOLVED, that the Independent Manager is executing this Written Consent, and authorizing the resolutions set forth herein, in such capacity and on behalf of such Company as may be required by applicable law or the applicable governing documents of such Companies in order for all resolutions set forth herein to be effective with respect to each of the Companies regarding the matters contemplated hereby.

### **Chapter 11 Filing**

WHEREAS, the Independent Manager has considered presentations by the financial and legal advisors of each Company regarding the liabilities and liquidity situation of each Company, the strategic alternatives available, and the effect of the foregoing on each Company’s business and creditors.

WHEREAS, the Independent Manager has had the opportunity to consult with the financial and legal advisors of the Companies and fully consider each of the strategic alternatives available to the Companies.

RESOLVED, that it is advisable and in the best interest of each Company (including a consideration of its creditors and other parties-in-interest) that each Company shall be, and hereby is, authorized to file, or cause to be filed, a voluntary petition for relief (each a “Chapter 11 Case” and collectively, the “Chapter 11 Cases”) under the provisions of chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Northern District of Georgia (the “Bankruptcy Court”).

RESOLVED, that the Independent Manager, the Chief Restructuring Officer, and any other duly appointed officer or agent of any Company or any other person acting at the direction of the foregoing (collectively, the “Authorized Signatories”), acting alone or with one or more other Authorized Signatories be, and they hereby are, authorized, empowered, and directed to execute and file on behalf of each Company all petitions, schedules, lists and other motions, papers, or documents, and to take any and all actions that they deem necessary, proper, or convenient to obtain such relief, including, without limitation, any action necessary to maintain the ordinary course operation of each Company’s business.

### **Retention of Professionals**

RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized, empowered, and directed to employ the law firm of McDermott Will & Emery LLP (“McDermott”) as general bankruptcy counsel to represent and assist each Company in carrying

out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed an appropriate application for authority to retain the services of McDermott.

RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized, empowered, and directed to employ the firm of Stout Capital, LLC ("Stout") as investment banker to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed appropriate applications for authority to retain the services of Stout.

RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized, empowered, and directed to employ the firm of Kurtzman Carson Consultants LLC ("KCC") as claims, noticing, and administrative agent to represent and assist each Company in carrying out its duties under the Bankruptcy Code, and to take any and all actions to advance each Company's rights and obligations; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed appropriate applications for authority to retain the services of KCC.

RESOLVED, that each of the Authorized Signatories be, and hereby is, authorized, empowered, and directed to employ any other professionals to assist each Company in carrying out its duties under the Bankruptcy Code; and in connection therewith, each of the Authorized Signatories, with power of delegation, is hereby authorized, empowered, and directed to execute appropriate retention agreements, pay appropriate retainers and fees, and to cause to be filed appropriate applications for authority to retain the services of any other professionals as necessary, proper, or convenient.

RESOLVED, that each of the Authorized Signatories be, and hereby is, with the power of delegation, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers, and, in connection therewith, to employ and retain all assistance by legal counsel, accountants, financial advisors, and other professionals and to take and perform any and all further acts and deeds that each of the Authorized Signatories deem necessary, proper, or desirable in connection with each Company's Chapter 11 Case, with a view to the successful prosecution of such case.

### **Debtor-in-Possession Financing, Cash Collateral, and Adequate Protection**

WHEREAS, reference is made to that certain debtor-in-possession term sheet (together with any and all exhibits, schedules, and annexes thereto, the "DIP Term Sheet") providing for a secured debtor-in-possession term loan credit facility to be provided by OHI DIP Lender, LLC and TIX 33433 LLC, or their respective designee(s) (as amended, amended and restated,

supplemented, or otherwise modified from time to time, the “DIP Facility” and the financing to be provided thereunder, the “DIP Financing”), including the use of the cash collateral, as that term is defined in Bankruptcy Code section 363(a) (the “Cash Collateral”), which is security for certain prepetition secured lenders under that certain Second Amended and Restated Credit and Security Agreement, by and between MidCap Funding IV Trust (“MidCap”) and LV CHC Holdings I, LLC and certain of its affiliates and subsidiaries, dated as of March 25, 2022.

RESOLVED, that in the judgment of the Independent Manager, each Company will receive benefits from the DIP Financing, and it is advisable and in the best interest of each Company, their creditors, and other parties-in-interest that the form, terms, and provisions of (i) the DIP Term Sheet and (ii) the related documentation (collectively, the “DIP Documentation”), and all other documents, agreements, instruments or certificates, intellectual property security agreements, joinders, and consents to be executed, delivered, or filed by each Company in connection therewith, and the transactions contemplated by the DIP Term Sheet and the DIP Documentation (in each case including, without limitation, the borrowings and other extensions of credit thereunder, and the guaranties, liabilities, obligations, security interest granted, and notes issued, if any, in connection therewith) be authorized, adopted, and approved in substantially the form presented to the Independent Manager, together with such changes as may be approved by the Authorized Signatories executing and delivering the same, such approval to be conclusively evidenced by such Authorized Signatory’s execution and delivery thereof.

RESOLVED, that the form, terms, and provisions of the DIP Term Sheet and DIP Documentation be, and hereby are, authorized, adopted, and approved in substantially the form presented to the Independent Manager, together with such changes as may be approved by the Authorized Signatories executing and delivering the same, such approval to be conclusively evidenced by such Authorized Signatory’s execution and delivery thereof, and each Company’s execution and delivery of, and the incurrence and performance of its obligations in connection with, the DIP Term Sheet and DIP Documentation, and the consummation of the transactions contemplated thereby or entered into in connection with the DIP Term Sheet and DIP Documentation, including, without limitation, any borrowing by any Company under the DIP Term Sheet and DIP Documentation, are hereby, in all respects, authorized and approved.

RESOLVED, that in order to use and obtain the benefits of the DIP Financing, and in accordance with Bankruptcy Code section 363, each Company will provide certain liens, claims, and adequate protection to Omega and MidCap to secure the obligations of the Companies under the DIP Facility as documented in a proposed order in interim and final form (each, a “DIP Order” and, together, the “DIP Orders”), authorizing and approving the DIP Term Sheet, the DIP Documentation, and the transactions contemplated thereby, and submitted for approval to the Bankruptcy Court.

RESOLVED, that the form, terms, and provisions of the DIP Orders to which each Company is or will be subject, and the actions and transactions contemplated thereby are hereby authorized, adopted, and approved, and each of the Authorized Signatories of each Company be, and hereby is, authorized and empowered, in the name of and on behalf of each Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of, each DIP Order and such other agreements, certificates, instruments, receipts, petitions, motions, or other papers or documents relating to the transactions

contemplated thereby to which each Company is or will be a party, including, but not limited to, any security agreements, pledge agreements, guaranty agreements, assignment documents, notices, financing statements, mortgages, intellectual property filings, tax affidavits, fee letters and other instruments as the applicable lenders may reasonably request or as may be necessary or appropriate to create, preserve, and perfect the liens granted under the DIP Term Sheet and DIP Documentation and to otherwise consummate the transactions contemplated thereby, with any changes, additions, and modifications to the DIP Term Sheet, DIP Documentation, and DIP Orders (collectively, the “DIP Documents”) as any Authorized Signatory executing the same shall approve, such approval to be conclusively evidenced by such Authorized Signatory’s execution and delivery thereof.

RESOLVED, that each of the Authorized Signatories of each Company be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, each Company to take all such further actions, including, without limitation, to pay all fees and expenses payable in accordance with the terms of the DIP Documents, to arrange for and enter into supplemental agreements, amendments, instruments, certificates, or documents relating to the transactions contemplated by any of the DIP Documents and to execute and deliver all such supplemental agreements, amendments, instruments, certificates, or documents in the name and on behalf of each of the Companies, which shall in their sole judgment be necessary, proper, or advisable in order to perform such Companies’ obligations under or in connection with any of the DIP Documents and the transactions contemplated thereby (execution by such Authorized Signatory to constitute conclusive evidence of such judgment), and to carry out fully the intent of the foregoing resolutions. The performance of any such further act or thing and the execution of any such document or instrument by any of the Authorized Signatories of the Companies pursuant to these resolutions shall be conclusive evidence that the same have been authorized and approved by the Companies in every respect.

### **General Resolutions**

RESOLVED, that the Authorized Signatories of each of the Companies be, and each of them hereby is, authorized, empowered, and directed to execute, acknowledge, verify, deliver, and file any and all such other agreements, documents, instruments, and certificates and to take such other actions as may be necessary, proper, or appropriate in order to carry out the intent and purposes of the foregoing resolutions.

FURTHER RESOLVED, that any and all actions heretofore or hereafter taken and expenses incurred in the name of and on behalf of any Company by any officer, member, manager, partner, director, shareholder, employee, agent or Authorized Signatory of any Company in connection with or related to the matters set forth or contemplated by the foregoing resolutions be, and they hereby are, approved, ratified, and confirmed in all respects.

FURTHER RESOLVED, that an Authorized Signatory of the Companies is hereby authorized to certify to third parties with respect to adoption of these resolutions in the form and substance satisfactory to them.

**IN WITNESS WHEREOF**, the undersigned has executed this Written Consent as of the date first written above.

**INDEPENDENT MANAGER:**



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James D. Decker, solely in his capacity as Independent Manager and not in his individual capacity

**SCHEDULE A**

**Subsidiaries**

1. 10040 Hillview Road Operations LLC
2. 1010 Carpenters Way Operations LLC
3. 1026 Albee Farm Road Operations LLC
4. 1061 Virginia Street Operations LLC
5. 1111 Drury Lane Operations LLC
6. 1120 West Donegan Avenue Operations LLC
7. 11565 Harts Road Operations LLC
8. 12170 Cortez Boulevard Operations LLC
9. 125 Alma Boulevard Operations LLC
10. 1445 Howell Avenue Operations LLC
11. 1465 Oakfield Drive Operations LLC
12. 1507 South Tuttle Avenue Operations LLC
13. 15204 West Colonial Drive Operations LLC
14. 1550 Jess Parrish Court Operations LLC
15. 1615 Miami Road Operations LLC
16. 1820 Shore Drive Operations LLC
17. 1851 Elkcam Boulevard Operations LLC
18. 1937 Jenks Avenue Operations LLC
19. 195 Mattie M. Kelly Boulevard Operations LLC
20. 216 Santa Barbara Boulevard Operations LLC
21. 2333 North Brentwood Circle Operations LLC
22. 2401 NE 2nd Street Operations LLC
23. 2826 Cleveland Avenue Operations LLC
24. 2916 Habana Way Operations LLC
25. 2939 South Haverhill Road Operations LLC
26. 3001 Palm Coast Parkway Operations, LLC
27. 3101 Ginger Drive Operations LLC
28. 3110 Oakbridge Boulevard Operations LLC
29. 3735 Evans Avenue Operations LLC
30. 3825 Countryside Boulevard Operations LLC
31. 3920 Rosewood Way Operations LLC
32. 4200 Washington Street Operations LLC
33. 4641 Old Canoe Creek Road Operations LLC
34. 500 South Hospital Drive Operations LLC
35. 5065 Wallis Road Operations LLC
36. 518 West Fletcher Avenue Operations LLC
37. 5405 Babcock Street Operations LLC
38. 611 South 13th Street Operations LLC
39. 626 North Tyndall Parkway Operations LLC
40. 6305 Cortez Road West Operations LLC
41. 6414 13th Road South Operations, LLC
42. 650 Reed Canal Road Operations LLC
43. 6700 NW 10th Place Operations LLC

44. 702 South Kings Avenue Operations LLC
45. 710 North Sun Drive Operations LLC
46. 741 South Beneva Road Operations LLC
47. 777 Ninth Street North Operations LLC
48. 7950 Lake Underhill Road Operations LLC
49. 9035 Bryan Dairy Road Operations LLC
50. 9311 South Orange Blossom Trail Operations LLC
51. 9355 San Jose Boulevard Operations LLC
52. Alpha Health Care Properties, LLC
53. Ambassador Ancillary Services, LLC
54. Ambassador Rehabilitative Services, LLC
55. Ashland Facility Operations, LLC
56. Ashton Court HealthCare, LLC
57. Assisted Living at Frostburg Village Facility Operations, LLC
58. Augusta Facility Operations, LLC
59. Augusta Health Care Properties, LLC
60. Baya Nursing and Rehabilitation, LLC
61. Bayonet Point Facility Operations, LLC
62. Bossier HealthCare, LLC
63. Brandon Facility Operations, LLC
64. Brentwood Meadow Health Care Associates, LLC
65. Briley Facility Operations, LLC
66. Brownsboro Hills HealthCare, LLC
67. Canonsburg Property Investors, LLC
68. Capital Health Care Associates, LLC
69. Cardinal North Carolina HealthCare, LLC
70. Carey Facility Operations, LLC
71. Cary HealthCare, LLC
72. Catalina Gardens Health Care Associates, LLC
73. Catalina Health Care Associates, LLC
74. Centennial Acquisition Corporation
75. Centennial Employee Management, LLC
76. Centennial Five Star Master Tenant, LLC
77. Centennial HealthCare Corporation
78. Centennial Healthcare Holding Company LLC
79. Centennial HealthCare Investment Corporation
80. Centennial HealthCare Management Corporation
81. Centennial HealthCare Properties Corporation
82. Centennial Healthcare Properties, LLC
83. Centennial Management Investment, LLC
84. Centennial Master Subtenant, LLC
85. Centennial Master Tenant, LLC
86. Centennial Newco Holding Company, LLC
87. Centennial Professional Therapy Services Corporation
88. Centennial SEHC Master Tenant, LLC
89. Centennial Service Corporation - Grant Park



90. Charlwell HealthCare, LLC
91. Chenal HealthCare, LLC
92. Cheswick Facility Operations, LLC
93. CHIC Holding Company, LLC
94. CHMC Holding Company, LLC
95. CHPC Holding Company LLC
96. Clay County HealthCare, LLC
97. Clearwater HealthCare, LLC
98. Coastal Administrative Services, LLC
99. Coastal Management Investment, LLC
100. Consulate EV Acquisition, LLC
101. Consulate EV Master Tenant, LLC
102. Consulate EV Operations I, LLC
103. Consulate Facility Leasing, LLC
104. Consulate Management Company III, LLC
105. Consulate MZHBS Leaseholdings, LLC
106. Consulate NHCG Leaseholdings, LLC
107. Country Meadow Facility Operations, LLC
108. Crestline Facility Operations, LLC
109. Cypress Manor Health Care Associates, LLC
110. Cypress Square Health Care Associates, LLC
111. D.C. Medical Investors Limited Partnership
112. Donegan Square Health Care Associates, LLC
113. Down East HealthCare, LLC
114. Edinborough Square Health Care Associates, LLC
115. Emerald Ridge HealthCare, LLC
116. Envoy Health Care, LLC
117. Envoy Management Company, LLC
118. Envoy of Alexandria, LLC
119. Envoy of Denton, LLC
120. Envoy of Forest Hills, LLC
121. Envoy of Fork Union, LLC
122. Envoy of Goochland, LLC
123. Envoy of Lawrenceville, LLC
124. Envoy of Norfolk, LLC
125. Envoy of Pikesville, LLC
126. Envoy of Richmond, LLC
127. Envoy of Somerset, LLC
128. Envoy of Staunton, LLC
129. Envoy of Williamsburg, LLC
130. Envoy of Winchester, LLC
131. Envoy of Woodbridge, LLC
132. Epsilon Health Care Properties, LLC
133. Ferriday HealthCare, LLC
134. FLLVMT, LLC
135. Florida Health Care Properties, LLC

136. Floridian Facility Operations, LLC
137. Forrest Oakes HealthCare, LLC
138. Franklinton HealthCare, LLC
139. Frostburg Facility Operations, LLC
140. Garden Court HealthCare, LLC
141. Gateway HealthCare, LLC
142. Genoa Healthcare Consulting, LLC
143. Genoa Healthcare Group, LLC
144. Glenburney HealthCare, LLC
145. Grant Park Nursing Home Limited Partnership
146. Grayson Facility Operations, LLC
147. Green Cove Facility Operations LLC
148. Greenfield Facility Operations, LLC
149. Harbor Pointe Facility Operations, LLC
150. HFLLVMT, LLC
151. Hilltop Mississippi HealthCare, LLC
152. Hilltopper Holding Corp.
153. Hollywell HealthCare, LLC
154. Hunter Woods HealthCare, LLC
155. Hurstbourne HealthCare, LLC
156. Jacksonville Facility Operations, LLC
157. Jennings HealthCare, LLC
158. Josera, LLC
159. Kannapolis HealthCare, LLC
160. KD HealthCare, LLC
161. Kenton Facility Operations, LLC
162. Kenwood View HealthCare, LLC
163. Kimwell HealthCare, LLC
164. Kings Daughters Facility Operations, LLC
165. Kissimmee Facility Operations, LLC
166. Lake Parker Facility Operations, LLC
167. Lakeland Facility Operations, LLC
168. LaVie Care Centers, LLC
169. Legends Facility Operations, LLC
170. Level Up Staffing, LLC
171. Libby HealthCare, LLC
172. Lidenskab, LLC
173. Lincoln Center HealthCare, LLC
174. Locust Grove Facility Operations, LLC
175. LTC Insurance Associates, LLC
176. Lucasville I Facility Operations, LLC
177. Lucasville II Facility Operations, LLC
178. Luther Ridge Facility Operations, LLC
179. LV CHC Holdings I, LLC
180. LV Operations II, LLC
181. LVE Holdco, LLC

182. LVE Master Tenant 1, LLC
183. LVE Master Tenant 2, LLC
184. LVE Master Tenant 3, LLC
185. LVE Master Tenant 4, LLC
186. LVFH Master Tenant, LLC
187. LVLUPH, LLC
188. MA HealthCare Holding Company, LLC
189. Manor at St. Luke Village Facility Operations, LLC
190. McComb HealthCare, LLC
191. Melbourne Facility Operations, LLC
192. Miami Facility Operations, LLC
193. Milton HealthCare, LLC
194. Montclair HealthCare, LLC
195. Mount Royal Facility Operations, LLC
196. NENC HealthCare Holding Company, LLC
197. New Harmonie HealthCare, LLC
198. New Port Richey Facility Operations, LLC
199. Newport News Facility Operations, LLC
200. Norfolk Facility Operations, LLC
201. North Carolina Master Tenant, LLC
202. North Fort Myers Facility Operations, LLC
203. North Strabane Facility Operations, LLC
204. Oak Grove HealthCare, LLC
205. Oaks at Sweeten Creek HealthCare, LLC
206. Omro HealthCare, LLC
207. Onetete, LLC
208. Orange Park Facility Operations, LLC
209. Osprey Nursing and Rehabilitation, LLC
210. Paloma Blanca Health Care Associates, LLC
211. Parkside Facility Operations, LLC
212. Parkview Facility Operations, LLC
213. Parkview HealthCare, LLC
214. Parkview Manor HealthCare, LLC
215. Parkwell HealthCare, LLC
216. Pavilion at St. Luke Village Facility Operations, LLC
217. Penn Village Facility Operations, LLC
218. Pennknoll Village Facility Operations, LLC
219. Pensacola Facility Operations, LLC
220. Perry Facility Operations, LLC
221. Perry Village Facility Operations, LLC
222. Pheasant Ridge Facility Operations, LLC
223. Piketon Facility Operations, LLC
224. Pine River HealthCare, LLC
225. Pinelake HealthCare, LLC
226. Pinewood HealthCare, LLC
227. Port Charlotte Facility Operations, LLC

228. QCPMT, LLC
229. RAC Insurance Investors, LLC
230. Reeders Facility Operations, LLC
231. Retirement Village of North Strabane Facility Operations, LLC
232. Ridgewood Facility Operations, LLC
233. Riley HealthCare, LLC
234. Rispetto, LLC
235. Riverbend HealthCare, LLC
236. Riverview of Ann Arbor HealthCare, LLC
237. Royal Terrace HealthCare, LLC
238. Safety Harbor Facility Operations, LLC
239. Salus Management Investment, LLC
240. Sarasota Facility Operations, LLC
241. Sea Crest Management Investment, LLC
242. Sheridan Indiana HealthCare, LLC
243. Shoreline Healthcare Management, LLC
244. Skyline Facility Operations, LLC
245. Southpoint Health Care Associates, LLC
246. St. Petersburg Facility Operations, LLC
247. Starkville Manor HealthCare, LLC
248. Stratford Facility Operations, LLC
249. Summit Facility Operations, LLC
250. Susquehanna Village Facility Operations, LLC
251. Swan Pointe Facility Operations, LLC
252. Tallahassee Facility Operations, LLC
253. Tarpon Health Care Associates, LLC
254. THS Partners I, Inc.
255. THS Partners II, Inc.
256. Tosturi, LLC
257. Transitional Health Partners
258. Transitional Health Services, Inc.
259. Valley View HealthCare, LLC
260. VAPAMT, LLC
261. Vero Beach Facility Operations, LLC
262. VNTG HD Master Tenant, LLC
263. Walnut Cove HealthCare, LLC
264. Wayne HealthCare, LLC
265. Wellington HealthCare, LLC
266. Wellston Facility Operations, LLC
267. West Altamonte Facility Operations, LLC
268. West Palm Beach Facility Operations, LLC
269. Westerville Facility Operations, LLC
270. Westwood HealthCare, LLC
271. Whispering Hills Facility Operations, LLC
272. Whitehall of Ann Arbor HealthCare, LLC
273. Whitehall of Novi HealthCare, LLC

- 274. Williamsburg Facility Operations, LLC
- 275. Willowbrook HealthCare, LLC
- 276. Wilora Lake HealthCare, LLC
- 277. Windsor Facility Operations, LLC
- 278. Winona Manor HealthCare, LLC
- 279. Winter Haven Facility Operations, LLC
- 280. Woodbine HealthCare, LLC
- 281. Woodstock Facility Operations, LLC

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

In re:	)	
	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> , <sup>1</sup>	)	Case No. 24-_____ (___)
Debtors.	)	(Joint Administration Requested)
	)	
	)	

**CONSOLIDATED CORPORATE OWNERSHIP STATEMENT**

Pursuant to Rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, LaVie Care Centers, LLC and certain of its affiliates and subsidiaries, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the “Debtors”), respectfully represent as follows with respect to the Debtors’ direct and indirect corporate ownership:

1. Non-Debtor LaVie HoldCo, LLC owns 100% of the membership interests in LV Operations I, LLC.
2. LV Operations I, LLC owns 100% of the membership interests in LV Operations II, LLC.
3. LV Operations II, LLC owns 100% of the membership interests in LaVie Care Centers, LLC.
4. LaVie Care Centers, LLC owns 100% of the membership interests in the following Debtor entities: Centennial HealthCare Properties, LLC; MA HealthCare Holding Company, LLC; Consulate MZHBS Leaseholdings, LLC; LVLUPH, LLC; LV CHC Holdings I, LLC; Centennial

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<sup>1</sup> 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.

Management Investment, LLC; Consulate EV Acquisition, LLC; Consulate NHCG Leaseholdings, LLC; Genoa Healthcare Group, LLC; LVE Holdco, LLC; Tosturi, LLC; Onetete, LLC; and Rispetto, LLC.

5. LVLUPH, LLC owns 100% of the membership interests in Level Up Staffing, LLC.

6. Tosturi, LLC owns 100% of the membership interests in Josera, LLC.

7. Onetete, LLC owns 100% of the membership interests in Lidenskab, LLC.

8. Rispetto, LLC owns 100% of the membership interests in Consulate Management Company III, LLC.

9. Genoa Healthcare Group, LLC owns 100% of the membership interests in the following Debtor entities: Florida Health Care Properties, LLC; Genoa Healthcare Consulting, LLC; Coastal Management Investment, LLC; Sea Crest Management Investment, LLC; RAC Insurance Investors, LLC; and Salus Management Investment, LLC.

10. Coastal Management Investment, LLC owns 100% of the membership interests in Coastal Administrative Services, LLC.

11. Florida Health Care Properties, LLC owns 100% of the membership interests in the following Debtor entities: Epsilon Health Care Properties, LLC; Alpha Health Care Properties, LLC; and Augusta Care Properties, LLC.

12. Epsilon Health Care Properties, LLC owns 100% of the membership interests in the following Debtor entities: 9035 Bryan Dairy Road Operations LLC; 1026 Albee Farm Road Operations LLC; 6305 Cortez Road West Operations LLC; 1465 Oakfield Drive Operations LLC; 2333 North Brentwood Circle Operations LLC; Brentwood Meadow Health Care Associates, LLC; Capital Health Care Associates, LLC; 15204 West Colonial Drive Operations LLC; 216 Santa Barbara Boulevard Operations LLC; 3825 Countryside Boulevard Operations LLC; Cypress

Manor Health Care Associates, LLC; Cypress Square Health Care Associates, LLC; 1851 Elkcarn Boulevard Operations LLC; 195 Mattie M. Kelly Boulevard Operations LLC; 626 North Tyndall Parkway Operations LLC; 1111 Drury Lane Operations LLC; 3735 Evans Avenue Operations LLC; 518 West Fletcher Avenue Operations LLC; 611 South 13th Street Operations LLC; 3001 Palm Coast Parkway Operations LLC; Green Cove Facility Operations LLC; 2916 Habana Way Operations LLC; 1615 Miami Road Operations LLC; 11565 Harts Road Operations LLC; 3101 Ginger Drive Operations LLC; 777 Ninth Street North Operations LLC; 2826 Cleveland Avenue Operations LLC; 1445 Howell Avenue Operations LLC; 4200 Washington Street Operations LLC; 125 Alma Boulevard Operations LLC; 1120 West Donegan Avenue Operations LLC; Donegan Square Health Care Associates, LLC; 710 North Sun Drive Operations LLC; 1061 Virginia Street Operations LLC; 1507 South Tuttle Avenue Operations LLC; 6700 NW 10th Place Operations LLC; 650 Reed Canal Road Operations LLC; Perry Facility Operations LLC; 4641 Old Canoe Creek Road Operations LLC; 5065 Wallis Road Operations LLC; 7950 Lake Underhill Road Operations LLC; 3920 Rosewood Way Operations LLC; 9355 San Jose Boulevard Operations LLC; 1937 Jenks Avenue Operations LLC; 2401 NE 2nd Street Operations LLC; 500 South Hospital Drive Operations LLC; 12170 Cortez Boulevard Operations LLC; Tarpon Health Care Associates, LLC; 5405 Babcock Street Operations LLC; Edinborough Square Health Care Associates, LLC; 10040 Hillview Road Operations LLC; 1550 Jess Parrish Court Operations LLC; and 1010 Carpenters Way Operations LLC.

13. Alpha Health Care Properties, LLC owns 100% of the membership interests in the following Debtor entities: 741 South Beneva Road Operations LLC; 702 South Kings Avenue Operations LLC; 2939 South Haverhill Road Operations LLC; 3110 Oakbridge Boulevard Operations LLC; Catalina Gardens Health Care Associates, LLC; 9311 South Orange Blossom



Trail Operations LLC; Paloma Blanca Health Care Associates, LLC; Southpoint Health Care Associates, LLC; and 6414 13th Road South Operations LLC.

14. Augusta Health Care Properties, LLC owns 100% of the membership interests in the following Debtor entities: Catalina Health Care Associates, LLC and 1820 Shore Drive Operations LLC.

15. MA HealthCare Holding Company, LLC owns 100% of the membership interests in the following Debtor entities: Charlwell HealthCare, LLC; KD HealthCare, LLC; Kimwell HealthCare, LLC; Milton HealthCare, LLC; and Parkwell HealthCare, LLC.

16. Centennial Management Investment, LLC owns 100% of the membership interests in Shoreline Healthcare Management, LLC.

17. Centennial Healthcare Properties, LLC owns 100% of the membership interests in the following Debtor entities: NENC HealthCare Holding Company, LLC; LTC Insurance Associates, LLC; Centennial Healthcare Holding Company, LLC; Centennial Master Tenant, LLC; Centennial Master Subtenant, LLC; Centennial SEHC Master Tenant, LLC; Centennial Five Star Master Tenant, LLC; North Carolina Master Tenant, LLC; Centennial Employee Management, LLC; and Centennial Newco Holding Company, LLC.

18. NENC HealthCare Holding Company, LLC owns 100% of the membership interests in the following Debtor entities: Down East HealthCare, LLC, Forrest Oakes HealthCare, LLC; Montclair HealthCare, LLC; Valley View HealthCare, LLC; and Westwood HealthCare, LLC.

19. Centennial Healthcare Holding Company, LLC owns 100% of the membership interests in the following Debtor entities: Bossier HealthCare, LLC; Brownsboro Hills HealthCare, LLC; Cardinal North Carolina HealthCare, LLC; Cary HealthCare, LLC; Clay County HealthCare,

LLC; Clearwater HealthCare, LLC; Emerald Ridge HealthCare, LLC; Ferriday HealthCare, LLC; Franklinton HealthCare, LLC; Garden Court HealthCare, LLC; Gateway HealthCare, LLC; Glenburney HealthCare, LLC; Hilltop Mississippi HealthCare, LLC; Hollywell HealthCare, LLC; Hunter Woods HealthCare, LLC; Hurstbourne HealthCare, LLC; Jennings HealthCare, LLC; Kannapolis HealthCare, LLC; Libby HealthCare, LLC; Lincoln Center HealthCare, LLC; McComb HealthCare, LLC; New Harmonie HealthCare, LLC; Oak Grove HealthCare, LLC; Oaks at Sweeten Creek HealthCare, LLC; Omro HealthCare, LLC; Parkview HealthCare, LLC; Parkview Manor HealthCare, LLC; Pine River HealthCare, LLC; Pinelake HealthCare, LLC; Pinewood HealthCare, LLC; Riley HealthCare, LLC; Riverbend HealthCare, LLC; Riverview of Ann Arbor HealthCare, LLC; Sheridan Indiana HealthCare, LLC; Starkville Manor HealthCare, LLC; Walnut Cove HealthCare, LLC; Wayne HealthCare, LLC; Wellington HealthCare, LLC; Whitehall of Ann Arbor HealthCare, LLC; Whitehall of Novi HealthCare, LLC; Willowbrook HealthCare, LLC; Wilora Lake HealthCare, LLC; and Winona Manor HealthCare, LLC.

20. Centennial Newco Holding Company, LLC owns 100% of the equity interests in Hilltopper Holding Corporation.

21. Hilltopper Holding Corporation owns 100% of the equity interests in Centennial HealthCare Corporation.

22. Centennial HealthCare Corporation owns 100% of the equity interests in the following Debtor entities: Centennial HealthCare Properties Corporation; Centennial Acquisition Corporation; Transitional Health Services, Inc.; and Centennial HealthCare Management Corporation.

23. Centennial HealthCare Properties Corporation owns 100% of the membership interests and equity interests, as applicable, in the following Debtor entities: CHPC Holding

Company, LLC; Centennial HealthCare Investment Corporation; and Centennial Service Corporation – Grant Park.

24. CHPC Holding Company, LLC owns 100% of the membership interests in the following Debtor entities: Kenwood View HealthCare, LLC and Royal Terrace HealthCare, LLC.

25. Centennial HealthCare Investment Corporation owns 100% of the membership interests in Chenal HealthCare, LLC.

26. Centennial Service Corporation – Grant Park owns 100% of the partnership interests in the following Debtor entities: D.C. Medical Investors Limited Partnership and Grant Park Nursing Home Limited Partnership.

27. Transitional Health Services, Inc. owns 100% of the membership interests and equity interests, as applicable, in the following Debtor entities: Centennial Professional Therapy Services Corporation; THS Partners I, Inc.; and THS Partners II, Inc.

28. THS Partners I, Inc. and THS Partners II, Inc. own 100% of the partnership interests in Transitional Health Partners.

29. Transitional Health Partners owns 100% of the membership interests in CHIC Holding Company, LLC

30. CHIC Holding Company, LLC owns 100% of the membership interests in Ashton Court HealthCare, LLC.

31. Centennial HealthCare Management Corporation owns 100% of the membership interests in CHMC Holding Company, LLC.

32. CHMC Holding Company, LLC owns 100% of the membership interests in Woodbine HealthCare, LLC.

33. Consulate MZHBS Leaseholdings, LLC owns 100% of the membership interests in the following Debtor entities: Osprey Nursing and Rehabilitation, LLC and Baya Nursing and Rehabilitation, LLC.

34. Consulate EV Acquisition, LLC owns 100% of the membership interests in the following Debtor entities: Consulate EV Operations I, LLC and Envoy Management Company, LLC.

35. Consulate EV Operations I, LLC owns 100% of the membership interests in Envoy Health Care, LLC.

36. Envoy Health Care, LLC owns 100% of the membership interests in the following Debtor entities: Envoy of Alexandria, LLC; Envoy of Denton, LLC; Envoy of Forest Hills, LLC; Envoy of Fork Union, LLC; Envoy of Goochland, LLC; Envoy of Lawrenceville, LLC; Envoy of Norfolk, LLC; Envoy of Pikesville, LLC; Envoy of Richmond, LLC; Envoy of Somerset, LLC; Envoy of Staunton, LLC; Envoy of Williamsburg, LLC; Envoy of Winchester, LLC; Envoy of Woodbridge, LLC; VNTG HD Master Tenant LLC; and Consulate EV Master Tenant, LLC.

37. Consulate NHCG Leaseholdings, LLC owns 100% of the membership interests in Floridian Facility Operations, LLC.

38. LV CHC Holdings I, LLC owns 100% of the membership interests in the following Debtor entities: Ambassador Ancillary Services, LLC; Ambassador Rehabilitative Services, LLC; Ashland Facility Operations, LLC; Augusta Facility Operations, LLC; Bayonet Point Facility Operations, LLC; Brandon Facility Operations, LLC; Briley Facility Operations, LLC; Canonsburg Property Investors, LLC; Carey Facility Operations, LLC; Cheswick Facility Operations, LLC; Consulate Facility Leasing, LLC; Country Meadow Facility Operations, LLC; Crestline Facility Operations, LLC; FLLVMT, LLC; Assisted Living at Frostburg Village Facility

Operations, LLC; Frostburg Facility Operations, LLC; Grayson Facility Operations, LLC; Greenfield Facility Operations, LLC; Harbor Pointe Facility Operations, LLC; HFLLVMT, LLC; Jacksonville Facility Operations, LLC; Kenton Facility Operations, LLC; Kings Daughters Facility Operations, LLC; Kissimmee Facility Operations, LLC; Lake Parker Facility Operations, LLC; Lakeland Facility Operations, LLC; Legends Facility Operations, LLC; Locust Grove Facility Operations, LLC; Lucasville I Facility Operations, LLC; Lucasville II Facility Operations, LLC; Luther Ridge Facility Operations, LLC; LVFH Master Tenant, LLC; Melbourne Facility Operations, LLC; Miami Facility Operations, LLC; Mount Royal Facility Operations, LLC; New Port Richey Facility Operations, LLC; Newport News Facility Operations, LLC; Norfolk Facility Operations, LLC; North Fort Myers Facility Operations, LLC; North Strabane Facility Operations, LLC; Retirement Village of North Strabane Facility Operations, LLC; Orange Park Facility Operations, LLC; Parkside Facility Operations, LLC; Parkview Facility Operations, LLC; Penn Village Facility Operations, LLC; Pennknoll Village Facility Operations, LLC; Pensacola Facility Operations, LLC; Perry Village Facility Operations, LLC; Pheasant Ridge Facility Operations, LLC; Piketon Facility Operations, LLC; Port Charlotte Facility Operations, LLC; QCPMT, LLC; Reeders Facility Operations, LLC; Ridgewood Facility Operations, LLC; Safety Harbor Facility Operations, LLC; Sarasota Facility Operations, LLC; Skyline Facility Operations, LLC; Manor at St. Luke Village Facility Operations, LLC; Pavilion at St. Luke Village Facility Operations, LLC; St. Petersburg Facility Operations, LLC; Stratford Facility Operations, LLC; Summit Facility Operations, LLC; Susquehanna Village Facility Operations, LLC; Swan Pointe Facility Operations, LLC; Tallahassee Facility Operations, LLC; VAPAMT, LLC; Vero Beach Facility Operations, LLC; Wellston Facility Operations, LLC; West Altamonte Facility Operations, LLC; West Palm Beach Facility Operations, LLC; Westerville Facility Operations, LLC; Whispering

Hills Facility Operations, LLC; Williamsburg Facility Operations, LLC; Windsor Facility Operations, LLC; Winter Haven Facility Operations, LLC; and Woodstock Facility Operations, LLC.

39. LVE Holdco, LLC owns 100% of the membership interests in the following Debtor entities: LVE Master Tenant 1, LLC; LVE Master Tenant 2, LLC; LVE Master Tenant 3, LLC; and LVE Master Tenant 4, LLC.

Fill in this information to identify the case:  
 Debtor name: LaVie Care Centers, LLC, et al.  
 United States Bankruptcy Court for the: Northern District of Georgia  
 Case number (if known): \_\_\_\_\_

Check if this is an amended filing

**Official Form 204**

**Chapter 11 or Chapter 9 Cases: Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an insider, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	POWERBACK REHABILITATION PO Box 831322 Philadelphia, PA 19182-1322 United States	Name: Jonathan Kirschner Email: jonathan.kirschner@genesishcc.com Phone: (516) 241-0401	Trade				\$57,565,547
2	OMEGA LANDLORDS C/O OMEGA HEALTH CARE INVESTORS, INC. Attn: Ferguson Braswell Fraser Kubasta PC 2500 Dallas Parkway, Suite 600 Plano, TX 75093 United States Attn: Leighton Aiken	Name: Leighton Aiken, Robert Lemons, Matthew Levin Email: laiken@fbfk.law rlemons@goodwinlaw.com mlevin@swlawfirm.com Phone: (972) 378-9111	Landlord				\$47,059,090
3	HEALTHCARE SERVICES GROUP 3220 Tilman Drive, Suite #300 Bensalem, PA 18201 United States	Name: Patrick J. Orr Email: porr@hcsgrcorp.com Phone: (215) 688-4359	Trade				\$39,718,570
4	POWERBACK REHABILITATION PO Box 831322 Philadelphia, PA 19182-1322 United States	Name: Jonathan Kirschner Email: jonathan.kirschner@genesishcc.com Phone: (516) 241-0401	Unsecured Note				\$36,588,694
5	HEALTHCARE SERVICES GROUP 3220 Tilman Drive, Suite #300 Bensalem, PA 18201 United States	Name: Patrick J. Orr Email: porr@hcsgrcorp.com Phone: (215) 688-4359	Unsecured Note				\$21,114,847
6	SHIFTMED, LLC 7925 Jones Branch Drive, Suite 1100 McClean, VA 22102 United States	Email: legal@shiftmed.com Phone: (513) 646-7373	Trade	Disputed			\$14,363,135
7	TWIN MED LLC PO Box 847340 Los Angeles, CA 90084-7340 United States	Email: payments@twinmed.com Phone: (323) 826-2230	Trade				\$9,602,043
8	GALE HEALTHCARE SOLUTIONS PO Box 4729 Winter Park, FL 32793-4729 United States	Email: mfafalios@realtimeservices.com Phone: (407) 645-1003	Trade	Disputed			\$9,211,499
9	OMEGA LENDERS C/O OMEGA HEALTH CARE INVESTORS, INC. Attn: Ferguson Braswell Fraser Kubasta PC 2500 Dallas Parkway, Suite 600 Plano, TX 75093 United States Attn: Leighton Aiken	Name: Leighton Aiken, Robert Lemons, Matthew Levin Email: laiken@fbfk.law rlemons@goodwinlaw.com mlevin@swlawfirm.com Phone: (972) 378-9111	Unsecured Note				\$8,216,169
10	OMNICARE INC 100 E. River Center Blvd. Covington, KY 41011 United States	Name: Karen Dailey Email: Karen.Dailey@CVSHealth.com Phone: (480) 772-5267	Trade				\$7,810,881
11	SUPERIOR MEDICAL STAFFING PO Box 4729 Winter Park, FL 32793 United States	Email: mfafalios@realtimeservices.com Phone: (407) 645-1003	Trade	Disputed			\$3,204,684

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
12	DEPARTMENT OF JUSTICE* 950 Pennsylvania Avenue, NW Washington, DC 20530-0001 United States  * Projected to be paid in full, in accordance with settlement terms.	Name: Miniard Culpepper & Alastair Gesmundo Email: miniard.culpepper@usdoj.gov alastair.m.gesmundo@usdoj.gov Phone: (202) 514-2000	Governmental Agency				\$2,500,000
13	DIRECT SUPPLY PO Box 88201 Milwaukee, WI 53288-0201 United States	Email: DFord@directs.com Phone: (800) 246-5149	Trade				\$2,444,763
14	AMIDON NURSE STAFFING, LLC PO Box 436 Malverne, NY 11565 United States	Email: eschick@amidons.com Phone: (904) 374-5904	Trade	Disputed			\$1,410,905
15	PRECISION HEALTHCARE, LLC 4209 Lakeland Drive, #363 Flowood, MS 39232 United States	Email: invoice@precisionhcs.com Phone: (228) 238-4954	Trade	Disputed			\$1,301,999
16	CDB SERVICES USA LLC 2549 Eastbluff Drive, Suite 490 Newport Beach, CA 92660 United States	Email: bmagill@telginc.com Phone: (888) 304-4347	Trade	Disputed			\$1,123,963
17	CAREMASTERS HOMEHEALTH, LLC 1248 Sarasota Center Blvd Sarasota, FL 34240 United States	Email: rmohammed@WaltersLevine.com Phone: (941) 364-8787	Trade	Disputed			\$951,675
18	EMPIRIAN HEALTH, LLC C/o Burr & Forman, LLP 420 North 20 <sup>th</sup> Street, Ste 3400 Birmingham, AL 35203 United States Attn: Rik S. Tozzi, Esq.	Name: Rik Tozzi; Jackson A. Freese; Benjamin Coulter Email: rik.tozzi@burr.com; bcoulter@burr.com; jfreese@burr.com Phone: (205) 251-3000	Litigation	Disputed			\$900,000
19	SNAPMEDTECH, INC 675 Ponce de Leon Ave, Suite 8500 Atlanta, GA 30308 United States	Email: EBarton@seyfarth.com Phone: (404) 885-6772	Trade	Disputed			\$861,111
20	SHIFTKEY LLC PO Box 735913 Dallas, TX 75373-5913 United States	Email: allyson.omalley@shiftkey.com Phone: (440) 537-2432	Trade	Disputed			\$818,165
21	ECAPITAL COMMERCIAL FINANCE CORP CORP. BOA LOCKBOX 742890 Attn: Premier Healthcare 6000 Feldwood RD College Park, GA 30349 United States	Name: Devin Hull Email: Devin.Hull@ecapital.com Phone: (678) 385-9667	Trade	Disputed			\$777,527
22	COASTAL CARE STAFFING, LLC 1525 S. Tamiami Trail, Suite 603 Venice, FL 34285 United States	Email: mhildreth@shumaker.com Phone: (941) 366-6660	Trade	Disputed			\$750,000
23	ACCURATE HEALTHCARE PROFESSIONALS 2221 Buechel Ave, Suite 1 Louisville, KY 40218 United States	Email: loriwhitmore2005@icloud.com Phone: (502) 671-0996	Trade	Disputed			\$726,281
24	NURSCORE MANAGEMENT SERVICES, LLC Dept 41753, P.O. Box 650823 Dallas, TX 75265 United States	Email: FortMyersStaffingMailGroup@nurscore.com Phone: (239) 286-7524	Trade	Disputed			\$604,445
25	FOCAL POINT MEDICAL STAFFING, INC. 8356 Six Forks Road, Suite 203 Raleigh, NC 27615 United States	Email: director@focalpointstaff.com Phone: (919) 785-9355	Trade	Disputed			\$583,769
26	MAXIM HEALTHCARE STAFFING 12558 Collections Center Dr Chicago, IL 60527 United States	Name: Brandon Williams, Esq. Email: bwilliams@dvsjones.com Phone: (281) 826-6926 Address: Davis & Jones, LLC, 2521 Brown Blvd., Arlington, TX 76006	Trade	Disputed			\$549,588



	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
27	RESPIRATORY HEALTH SERVICES PO Box 821322 Philadelphia, PA 19182-1322 United States	Email: jonathan.kirschner@genesishcc.com Phone: (516) 241-0401	Trade			\$507,076	
28	MILESTONE STAFFING SERVICES PO Box 935725 Atlanta, GA 31193-5725 United States	Email: AWelch@milestonehealth.com Phone: (972) 813-4025	Trade	Disputed		\$487,883	
29	ESTATE OF JOHN O'NEILL BY JACQUELINE O'NEILL, PR	Name: Lydia Wardell, Esq. Email: lwardell@yourcasematters.com; tpaldwstaff@yourcasematters.com Phone: (813) 873-0026 Address: Wilkes & Associates, PA, 3550 Buschwood Park Drive, Ste 230, Tampa, FL 33618	Litigation			\$475,000	
30	ISLAND NURSE STAFFING 333 South Tamiami Trail, Suite 201 Venice, FL 34285 United States	Email: Jcosta@islandnursestaffing.com Phone: (941) 525-8764	Trade	Disputed		\$463,982	

**Fill in this information to identify the case:**

Debtor name LaVie Care Centers, LLC

United States Bankruptcy Court for the: NORTHERN DISTRICT OF GEORGIA

Case number (if known) \_\_\_\_\_

Check if this is an amended filing

Official Form 202

# Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

**WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**

## Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- Schedule H: Codebtors* (Official Form 206H)
- Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- Amended Schedule*
- Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- Other document that requires a declaration **Consolidated Corporate Ownership Statement, Consolidated List of Creditors Who Have the 30 Largest Unsecured Claims**

I declare under penalty of perjury that the foregoing is true and correct.

Executed on June 2, 2024

X 

Signature of individual signing on behalf of debtor

**M. Benjamin Jones**

Printed name

**Chief Restructuring Officer**

Position or relationship to debtor

**EXHIBIT B**

**Declaration of Antonio A. Cifuentes**

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

In re:	)	
	)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> <sup>1</sup>	)	Case No. 24-55507 (PMB)
Debtors.	)	(Joint Administration Requested)

**DECLARATION OF ANTONIO A. CIFUENTES**

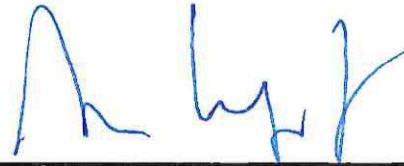
I, ANTONIO A. CIFUENTES, hereby declare under penalty of perjury that the following is true to the best of my knowledge, information, and belief:

1. I am employed as an attorney by the law firm of Dias & Associates, P.A.
2. I am counsel for both defendants in the matter of William Burnham v FC Encore St. Cloud, LLC and 4641 Old Canoe Creek Road Operations, LLC, Case No. 23-CA-004407, filed in the Circuit Court for the Ninth Judicial Circuit for Osceola County, Florida (the “Osceola County Case”).
3. On November 20, 2024, I filed a Motion to Stay Action on behalf of Defendant FC Encore St. Cloud, LLC (the “Motion to Stay”) in the Osceola County Case because of the other Defendant, 4641 Old Canoe Creek Road Operations, LLC, filed for Chapter 11 bankruptcy protection in this case.
4. On December 1, 2024, the Judge in the Osceola County Case heard and denied the Motion to Stay. No written order has yet been entered by the Judge reflecting this denial.
5. On December 23, 2024, I sent correspondence attached hereto as Attachment A to Alicia M. Smith, Plaintiff’s counsel in the Osceola County Case, informing her of the Confirmation Order entered on December 5, 2024 in this case and the presumption granted therein that Plaintiff’s claim against FC Encore St Cloud, LLC had been released. I demanded she inform me whether she would obtain an order from this Court that Plaintiff’s claim had not been released and Plaintiff could continue to prosecute it in the Osceola County Case, as required by the Confirmation Order. I demanded a response from Plaintiff’s counsel by 5 p.m. on December 30, 2024.
6. I did not receive a response from Ms. Smith by the 5 p.m. deadline on December 30, 2024.

**Remainder of Page Intentionally Left Blank; Signature Page Follows**

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

Dated this 31st of December, 2024



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ANTONIO A. CIFUENTES

**EXHIBIT C**

**Letter to Alicia Smith**

# Dias & Associates, P.A.

Attorneys at Law

December 23, 2024

**VIA E-MAIL**

Alicia M. Smith, Esquire  
Morgan & Morgan, P.A.  
20 N. Orange Avenue, Suite 1600  
Orlando, FL 32801  
[aliciasmith@forthepeople.com](mailto:aliciasmith@forthepeople.com)  
Bryanna Barnard [bbarnard@forthepeople.com](mailto:bbarnard@forthepeople.com)

**RE: Case No.: 23-CA-004407**  
**William Burnham v. FC Encore St. Cloud, LLC**

Dear Ms. Smith:

This letter follows Defendant FC Encore-St. Cloud, LLC's ("FCE") filing of its Notice of Compliance with the Court's discovery Order entered after the Court's denial of FCE's Motion to Stay Action. As I have advised you via telephone on December 18, 2024, and you are now aware, the attached Order (the "Order") was entered by the Bankruptcy Court on December 5, 2024, confirming Debtors' Second Joint Amended Plan of Reorganization (also attached). That Plan has a provision that provides for releases of non-debtor third parties that includes a release of your client's claim against FCE.

Specifically, FCE is a Released Party under the Plan, as the term "Released Parties" includes "Omega." Plan, Article II (A), § 1.243. The term "Omega" includes the "Omega Note Agreement Lenders." Id., § 1.170. The Omega Note Agreement Lenders are defined as "the list of lenders identified on Schedule 1 of the Omega Note Agreement." Id., § 1.186. FCE is identified as a lender on Schedule 1 of the Omega Note Agreement.

Equally important, the Bankruptcy Court's Order provides, among other things, that a creditor like your client, who failed to return a ballot in respect of the Plan or did not "opt out" of the non-debtor third party release, is presumed to have released his claim unless he first obtains an order of the Bankruptcy Court that such claim was not released pursuant to the Bankruptcy Court's Order. **Specifically, the Order approving the Plan provides that the Bankruptcy Court retains jurisdiction to "determine whether any claim or Cause of Action to be asserted in any forum against a Released Party... was released under the Plan or this Confirmation Order, and any party intending to file any such claim or Cause of Action, or to pursue any such claim or Cause of Action already filed, against a Released Party...shall first obtain an order of this Court determining that such claim or Cause of Action was not released under the Plan or this Confirmation Order. (See pp. 33-34, Section PP of Order Approving Plan).**

# Dias & Associates, P.A.

Attorneys at Law

It is my understanding that you have not obtained the required order from the Bankruptcy Court allowing you to continue with Plaintiff's case, in direct violation of its Order approving the Plan. Demand is hereby made by FCE that you immediately move to obtain the required order from the Bankruptcy Court, or, alternatively, that you agree to stay the state court case against FCE until you obtain the required authorization from the Bankruptcy Court to continue with the case.

Please let me know in writing by 5 p.m. on December 30, 2024, if you intend to comply with FCE's demand set forth above. If I do not receive a response by that time, or if you indicate you do not intend to comply, FCE will take all action available to it against Plaintiff in this action and in Bankruptcy Court based on your direct violation of the Bankruptcy Court's Order.

Sincerely,



ANTONIO A. CIFUENTES, ESQ.  
AC/ynp

Cc David A. Geiger, Esquire [dgeiger@forthepeople.com](mailto:dgeiger@forthepeople.com)  
Justin M. Luna, Esquire [jluna@forthepeople.com](mailto:jluna@forthepeople.com)



**EXHIBIT D**

**Motion for Reconsideration of Court Order**

IN THE CIRCUIT COURT OF THE NINTH  
JUDICIAL CIRCUIT IN AND FOR OSCEOLA  
COUNTY, FLORIDA

WILLIAM BURNHAM,

Plaintiff,

vs.

CASE NO.: 23-CA-004407

FC ENCORE ST. CLOUD, LLC AND  
4641 OLD CANOE CREEK ROAD OPERATIONS, LLC

Defendants.

**MOTION FOR RECONSIDERATION OF COURT ORDER DATED DECEMBER 1, 2024  
DENYING DEFENDANT'S MOTION FOR STAY**

Defendant, FC ENCORE ST. CLOUD, LLC ("FCE"), by and through undersigned counsel, files this Motion for Reconsideration of this Court's December 1, 2024 order denying FCE's request to continue the automatic stay to Defendant and, in support thereof, states:

**BACKGROUND**

1. Plaintiff sued 4641 Old Canoe Creek Road Operations LLC ("OPCO"), a nursing home operator licensed to operate a skilled nursing facility known as Plantation Bay Rehabilitation Center, and FCE, the landlord of the facility, for damages sustained as a result of a fall on the facility property.
2. OPCO filed for Chapter 11 bankruptcy protection on June 3, 2024 in the Atlanta Division of the Northern District of Georgia Bankruptcy Court (references hereafter shall be to the "Bankruptcy Case" or "Bankruptcy Court"). Because OPCO is a bankruptcy debtor, the automatic stay provision of the Bankruptcy Code stayed Plaintiff's case against OPCO.
3. Plaintiff, believing FCE was a non-debtor and thus not covered by the bankruptcy stay, served FCE with discovery requests. Subsequently, he filed a Motion to Compel responses

to those requests and, on November 14, 2024, requested that this Court set his Motion to Compel for Hearing. A hearing was set by the Court for December 1, 2024.

4. In response to Plaintiff's Motion to Compel and his request that a hearing date be set, FCE filed its Motion to Stay this action as to FCE pending resolution of the Bankruptcy Case. The Court held a hearing on both Motions on December 1, 2024.
5. At the hearing, the Court denied FCE's Motion for Stay, granted Plaintiff's Motion to Compel and ordered FCE to provide responses by December 20, 2024. No written order was issued denying FCE's Motion. FCE timely provided discovery responses to Plaintiff consistent with the directives of the Court's Order, but under reservations of rights in respect of matters affecting Plaintiff's claim(s) as a result of the Bankruptcy Case.
6. On December 5, 2024, the Bankruptcy Court entered its Order (the "Confirmation Order," attached hereto as Exhibit "A.") approving the Debtors' Second Amended Plan of Reorganization (the "Plan," attached hereto Exhibit "B."). The Confirmation Order contains rulings that directly impact Plaintiff's claim and sets forth a process Plaintiff must follow before he is permitted to pursue his claim against FCE in this Court. Because the Confirmation Order was issued four days after the December 1<sup>st</sup> hearing, it was not available to FCE to present to this Court. Because of its impact on this case, FCE respectfully believes that this Court should reconsider its December 1<sup>st</sup> Order denying FCE's Motion to Stay.

#### THE APPLICABLE PLAN AND BANKRUPTCY COURT ORDER PROVISIONS

7. The Plan provides, among other things, for a release of, or the presumption of a release, of certain claims against non-debtor third parties, including Plaintiff's claim against FCE.

8. Under the Plan, FCE is included in the definition of a “Released Party.” See Article II(A) §1.243. That provision includes “Omega”, which is further defined to include the “Omega Note Agreement Lenders.” Id., §1.170 “Omega Note Agreement Lenders” are those entities identified on Schedule 1 of the Omega Note Agreement. Id., §1.186. FCE is listed on Schedule 1 of the Omega Note Agreement. See Exhibit “C” attached hereto.
9. The Plan gave creditors who hold claims against Released Parties the ability to "opt out" of the release provisions of the Plan. However, creditors who wanted to opt out had to affirmatively indicate that choice on a ballot that was filed with the Court. (See Analysis, pp 21-32 of Bankruptcy Court Memorandum Decision on Opt Out Third-Party Releases in the Plan (the “Order on Third Party Releases”), attached as Exhibit “D”).
10. Plaintiff was provided with several conspicuous notices of the various actions required of him in order to establish his claim and right to vote on the Plan in Bankruptcy Court, as well as his obligation to affirmatively opt out of the third-party releases provided for in the Plan. (See Exhibits “E” and “F” attached hereto.) Despite being provided those notices, neither Plaintiff nor Plaintiff's counsel voted to reject the Plan or opt out of the Plan's non-debtor third-party release provision as required by the Plan. As a result, pursuant to the Bankruptcy Court's Order on Third Party Releases, Plaintiff is deemed to be a “Releasing Party” under the Plan and his claim against FCE is presumed to be released. Article II (A) §1.240(a) or (d).
11. The Confirmation Order establishes a very specific and limited path for Plaintiff to challenge the presumption that his claim against FCE is not released by the Plan. The Bankruptcy Court retains jurisdiction to “determine whether any claim or Cause of Action to be asserted in any forum against a Released Party... was released under the Plan or this

Confirmation Order” and further requires “**any party intending to file any such claim or Cause of Action, or to pursue any such claim or Cause of Action already filed, against a Released Party...shall first obtain an order of this Court determining that such claim or Cause of Action was not released under the Plan or this Confirmation Order.** (See pp. 33-34, Section PP of the Confirmation Order).

12. Based on the plain language of the Plan (defining FCE as a “Released Party”), the Bankruptcy Court’s Order on Third Party Releases, the Confirmation Order, and Plaintiff’s failure to take required steps to opt out of the release of non-debtor third parties, a presumption exists that Plaintiff’s claim against FCE has been released. Based on the exclusive jurisdiction retained by the Bankruptcy Court over whether a third-party claim has been released, Plaintiff cannot proceed with his case in this forum without first obtaining an order from the Bankruptcy Court that his claim against FCE has not been released.

#### PLAINTIFF’S ACTIONS SINCE ENTRY OF THE ORDER

13. To FCE’s knowledge and belief, Plaintiff has not sought or obtained any order from the Bankruptcy Court declaring that his claim against FCE was not released under the Plan. On December 23, 2024, counsel for FCE sent Plaintiff’s counsel the letter (attached as Exhibit “G”) that informed them of the Plan provisions regarding non-debtor third party releases and the requirements of the Confirmation Order that Plaintiff obtain the required order from the Bankruptcy Court before continuing with his case against FCE. FCE further demanded that Plaintiff produce that order or, if none had been obtained, agree to stay this case until that order was obtained.

14. FCE set a deadline of 5 p.m. on December 30<sup>th</sup> for a written response from Plaintiff's as to whether Plaintiff would agree to a stipulated stay of this case until he obtained the requisite order. FCE further indicated that silence would be treated as an indication that Plaintiff would not agree to the demand.
15. As of the filing of this Motion, Plaintiff has not responded.
16. FCE is contemporaneously filing a Motion to Show Cause in the Bankruptcy Case based on Plaintiff's refusal to abide by the requirements of its Orders relating to Third Party Releases and the continuation of his action against FCE. Because the Bankruptcy Court retains jurisdiction to determine if Plaintiff's claim has been released, FCE submits that any continuation of this case prior to receipt of an order from the Bankruptcy Court permitting the case to continue, risks a waste of this Court's and the parties' time and resources, as well as invades the exclusive jurisdiction of the Bankruptcy Court.

**WHEREFORE**, for the reasons set forth above, FCE respectfully requests this Court reconsider its December 1<sup>st</sup> order denying the extension of the bankruptcy stay to FCE, enter an order staying this action against FCE until Plaintiff complies with the Confirmation Order and obtains an order from the Bankruptcy Court finding that his claim against FCE was not released by the Confirmation Order, and for any other relief this Court deems just and proper.

#### **CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been sent via Electronic Mail to: **Alicia M. Smith, Esq.**, Morgan & Morgan, P.A., 20 N. Orange Ave., Suite 1600, Orlando, FL 32801; Primary: [aliciasmith@forthepeople.com](mailto:aliciasmith@forthepeople.com); Secondary: [nmazurick@forthepeople.com](mailto:nmazurick@forthepeople.com); [dgeiger@forthepeople.com](mailto:dgeiger@forthepeople.com) and [jluna@forthepeople.com](mailto:jluna@forthepeople.com), on this **31<sup>st</sup>** day of December, 2024.

DIAS & ASSOCIATES, P.A.  
Attorney for Defendant  
5110 Sunforest Drive, Suite 160  
Tampa, FL 33634  
Phone: (813) 769-6280 Fax: (813) 769-6281  
Email services (primary) [efile@mdlegal.net](mailto:efile@mdlegal.net)

BY: 

ANTONIO A. CIFUENTES, ESQ.  
Florida Bar No.: 0043605

**EXHIBIT E**

**Omega Note Agreement and First Amendment**



TERM NOTE  
(OHI - Consulate)

\$8,315,039.09

Baltimore, Maryland  
September 1, 2021

1. **Promise to Pay.** LVE MASTER TENANT 4, LLC, a Delaware limited liability company ("**Borrower**"), promises to pay, jointly and severally, to the entities listed on Schedule 1 to this Revolving Note (this "**Note**") (collectively, "**Lender**"), at Lender's principal office at c/o Omega Healthcare Investors, Inc., 303 International Circle, Suite 200, Hunt Valley, MD 21030, or at such other place as Lender may designate in writing, or to order, in lawful money of the United States of America, the principal sum of EIGHT MILLION THREE HUNDRED FIFTEEN THOUSAND THIRTY NINE AND 09/100 DOLLARS (\$8,315,039.09), or such lesser sum as is indicated on Lender's records, with interest thereon as provided in Section 3 hereof and all other amounts that may become owing hereunder.

2. **Definitions.** For all purposes of this Note except as otherwise expressly provided or unless the context otherwise requires, (a) the terms defined in this Section have the meanings assigned to them in this Section and include the plural as well as the singular, (b) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as at the time applicable, and (c) the words "herein", "hereof" and "hereunder" and other words of similar import refer to this Note as a whole and not to any particular Section or other subdivision:

**Affiliate:** As defined in the Loan Agreement.

**Business Day:** Each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which national banks in the City of Baltimore, Maryland, are authorized or obligated, by law or executive order, to close.

**Default Rate:** As defined in the Loan Agreement.

**Due Date:** The *earlier* of: (a) the Termination Date, and (b) the date upon which Lender duly accelerates the due date of all unpaid principal and interest owed by Borrower to Lender.

**Event of Default:** The occurrence of any of the following shall constitute an Event of Default: (a) Borrower fail to pay amounts due and payable under the terms of this Note when due and payable, whether by acceleration or otherwise, or (b) an Event of Default under the Loan Agreement or any other Combined Transaction Document.

**Interest Rate:** As defined in the Loan Agreement.

**Loan Agreement:** The Term Loan Agreement dated of even date herewith between Borrower and Lender.

Loan Documents: As defined in the Loan Agreement.

Loan Balance: As defined in the Loan Agreement.

Termination Date: As defined in the Loan Agreement.

3. Interest and Principal Payments.

3.1 Monthly Payment of Interest. The Loan Balance outstanding from time to time under this Note shall bear interest at the Interest Rate, subject, in each case, to application of the Default Interest Rate, and calculated on the basis of exact days in a 360 day year. Commencing on the first Business Day of the first calendar month after the date of this Note, and continuing on the first Business Day of each calendar month thereafter until the Due Date, Borrower shall pay accrued interest on the Loan Balance.

3.2 Payments of Principal. Borrower shall make all payments of principal required pursuant to the Loan Agreement.

3.3 Default Interest. Notwithstanding anything to the contrary contained in this Note, if an Event of Default occurs, then interest shall be due and payable on the Loan Balance at the Default Rate as set forth in of the Loan Agreement.

4. Credit Facility. Pursuant to the Loan Agreement, Lender has authorized a credit facility to Borrower in a principal amount not to exceed the face amount of this Note. The credit facility is in the form of loans made from time to time by Lender to Borrower and evidenced by, among other things, credits to the Borrower's account. This Note evidences the Borrower's obligation to repay those loans. The aggregate principal amount of debt evidenced by this Note shall be the amount reflected from time to time in the records of Lender.

5. Method of Payment. All payments to be paid by Borrower to Lender under this Note shall, unless otherwise specified in writing by Lender to Borrower, be paid by electronic funds transfer debit transactions or through wire transfer of immediately available funds and shall be initiated by Borrower for payment on or before the first day of each month in which a payment is due; provided, however, if such day is not a Business Day, then payment shall be made on the next succeeding day that is a Business Day. Lender shall provide Borrower in writing with appropriate wire transfer information. Once given, such information shall remain in effect until changed by subsequent written instructions. Borrower shall inform Lender of payment by sending to Lender a facsimile transmission of the Borrower's wire transfer confirmation as soon as reasonably practicable.

6. Usury Not To Be Collected. In no event shall the interest rate in effect from time to time under this Note exceed the highest rate allowed by law. If Lender reasonably shall determine that the interest rate under this Note has been adjudicated to be usurious or is otherwise limited by

statute, interest in excess of the applicable legal rate paid or collected by Lender shall be deemed to have been automatically and immediately credited by Lender to the principal balance under this Note and shall not be charged to interest, it being the intention of Lender that no interest in excess of the legal rate shall be taken or received.

7. **Late Charge.** Lender shall have the right, in Lender's discretion, to charge Borrower with a late charge of not more than five cents (\$.05) for each dollar of any payment under this Note that is not paid on or before the date that is five (5) days after the date on which the payment is due to defray the costs involved in processing and collecting a late payment and to compensate Lender for amounts which it may be required to pay to its financing sources. Borrower shall pay such late charge to Lender immediately upon receipt of notice of same.

8. **Payment on Due Date.** The entire unpaid principal balance hereof not yet paid, together with all accrued and unpaid interest under Section 3, and any other amounts owing to Lender under this Note, shall be due and payable on the Due Date.

9. **Payments to be Made Without Regard to Setoffs and Counterclaims.** All payments by Borrower shall be paid in full without setoff or counterclaim and without reduction for and free from any and all taxes, levies, imposts, duties, fees, charges, deductions or withholdings of any type or nature imposed by any government or any political subdivision or taxing authority thereof.

10. **Prepayment.** Borrower may pre-pay the amounts due under this Note at any time without premium as provided for in the Loan Agreement.

11. **Acceleration Upon Event of Default.** Upon the occurrence of any Event of Default, the entire principal balance owing under this Note, together with all accrued and unpaid interest and any other amounts owing under this Note, at Lender's option, will become immediately due and payable, all without formal demand, presentment or notice of any kind, all of which are expressly waived. Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and Lender's acceptance of any such partial payment shall not constitute a waiver of Lender's right to receive the entire amount due. Upon any Event of Default, neither the failure of Lender to promptly exercise its right to declare the outstanding principal and accrued unpaid interest hereunder to be immediately due and payable, nor the failure of Lender to demand strict performance of any other obligation of one or more of Borrower or any other person who may be liable hereunder, shall constitute a waiver of any such rights, nor a waiver of such rights in connection with any future default on the part of Borrower or any other person who may be liable hereunder.

12. **Application of Payments; Partial Payments.** Unless an Event of Default has occurred and not been fully cured, all payments received by Lender hereunder shall be applied first against interest that has accrued and not been paid under Section 3 and second to principal, with the balance applied against any other amounts that may be owing to Lender hereunder. Following the occurrence of an Event of Default, and until such Event of Default is fully cured, Lender may apply

any payment that it receives, whether directly from Borrower or as a consequence of realizing upon any security that it holds, in its sole and absolute discretion, to any amount owing to it under this Note or any other Combined Transaction Documents.

13. Security for Note. This Note is made pursuant to the Loan Agreement, and is secured as provided in the Loan Agreement. Reference is hereby made to the Loan Agreement for a complete description of the collateral securing this Note and for additional terms and conditions concerning this Note.

14. Choice of Law; Venue; Jurisdiction. This Note shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects, including, but not limited to, the legality of the interest charged hereunder, by the statutes, laws and decisions of the State of Maryland. Borrower, in order to induce Lender to accept this Note and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, agree that all actions or proceedings arising directly, indirectly or otherwise in connection with, out of, related to or from this Note shall be litigated, in Lender's sole discretion and at Lender's sole election, only in courts having a situs within the State of Maryland. For the purposes of the foregoing, Borrower hereby consent and submit to the jurisdiction of any local, state or federal court located within the State of Maryland. Borrower waive any right a Borrower may have to transfer or change the venue of any litigation brought against a Borrower by Lender in accordance with this paragraph.

15. Miscellaneous Provisions.

15.1 Writings Required. This Note may not be amended or modified, and revision hereto shall not be effective, except by an instrument in writing executed by Borrower and Lender.

15.2 Notices. Any notice to be given hereunder shall be given in the manner provided in the Loan Agreement.

15.3 Relationship of Parties. Nothing contained in this Note or in any other Combined Transaction Document shall be deemed or construed as creating a partnership or joint venture between one or more of Borrower and Lender or between Lender and any other person, or cause the holder hereof to be responsible in any way for the debts or obligations of a Borrower or any other person.

15.4 Waivers. Each Borrower hereby waives presentment, protest and demand, notice of protest, dishonor and nonpayment of this Note, and expressly agrees that, without in any way affecting the liability of Borrower hereunder, Lender may extend the time for payment of any amount due hereunder, accept additional security, release any party liable hereunder and release any security now or hereafter securing this Note without in any other way affecting the liability and obligation of Borrower. The obligations of Borrower under this Note are joint and several.

15.5 Severability. Every provision of this Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which shall remain binding and enforceable.

15.6 Headings. Headings at the beginning of each numbered Section of this Note are intended solely for convenience of reference and are not to be deemed or construed to be a part of this Note.

15.7 Costs of Collection. Borrower, and any other person who may be liable hereunder in any capacity, agree to pay all costs of collection, including reasonable attorney fees, in case the principal of this Note or any payment of interest thereon is not paid as it becomes due, or in case it becomes necessary to protect the security for this Note, whether suit is brought or not.

*Signatures on following page.*



TERM NOTE  
(OHI - Consulate)

Schedule 1

List of Lenders

FC Encore Bradenton, LLC	FC Encore Orlando, LLC
FC Encore Brandon, LLC	FC Encore S. Daytona, LLC
FC Encore Cape Coral, LLC	FC Encore Dunedin, LLC
FC Encore Pensacola, LLC	FC Encore Brooksville II, LLC
FC Encore Deltona, LLC	FC Encore Tampa, LLC
FC Encore Destin, LLC	FC Encore Titusville, LLC
FC Encore Brooksville I, LLC	FC Encore Hollywood, LLC
FC Encore Callaway, LLC	FC Encore W. Palm Beach, LLC
FC Encore Englewood, LLC	FC Encore Winter Garden, LLC
FC Encore Fort Myers, LLC	FC Encore Bossier City II, LLC
FC Encore Lecanto, LLC	FC Encore Ferriday, LLC
FC Encore Venice, LLC	FC Encore Natchez, LLC
FC Encore Naples, LLC	FC Encore Union, LLC
FC Encore Tallahassee I, LLC	FC Encore Meridian, LLC
FC Encore Lake Mary, LLC	FC Encore Starkville, LLC
FC Encore Lakeland, LLC	FC Encore Winona, LLC
FC Encore Merritt Island, LLC	FC Encore Albemarle, LLC
FC Encore Crestview, LLC	FC Encore Andrews, LLC
FC Encore Palm Bay, LLC	FC Encore Rutherfordton, LLC
FC Encore Palm Coast, LLC	FC Encore Yadkinville, LLC
FC Encore Pompano Beach, LLC	
FC Encore St. Cloud, LLC	

Each a Delaware limited liability company

FIRST AMENDMENT TO TERM LOAN AGREEMENT  
*(OHI - Consulate)*

Multiple Advance Credit Facility Between

The entities set forth on Schedule 1 as “Lender”

and

LVE MASTER TENANT 4, LLC, a Delaware limited liability company, as “Borrower”

December 29, 2022



FIRST AMENDMENT TO TERM LOAN AGREEMENT  
(OHI - Consulate)

This First Amendment to Term Loan Agreement (this “Agreement”) is made as of December 29, 2022 (the “Effective Date”), by and among the entities set forth on Schedule 1 as “Lender” (collectively, “Lender”), and LVE MASTER TENANT 4, LLC, a Delaware limited liability company (“Borrower”).

RECITALS:

A. Borrowers have executed and delivered to Lender a Term Loan Agreement dated September 1, 2021 (the “Existing Loan Agreement”) pursuant to which Lender has made certain loans to Borrower. The Loans are evidenced by the Note and secured by the Loan Documents.

B. The parties now agree to amend and modify the Existing Loan Agreement to (i) extend the Termination Date to match the term of the Master Lease, (ii) to reduce the Interest Rate, and (iii) to provide for payment of all interest accruing hereafter as PIK Interest, all in accordance with the terms and conditions set forth below.

NOW THEREFORE, the parties agree as follows:

1. Definitions.

(a) Any capitalized term used but not defined in this Amendment will have the meaning assigned to such term in the Existing Loan Agreement.

(b) The following definition defined in Section 1 of the Existing Loan Agreement are hereby amended in its entirety as follows:

“Interest Rate” means an annual rate of (i) on and before December 31, 2022, seven percent (7.0%), and (ii) on and after January 1, 2023, two percent (2.0%).

“Termination Date” means the date that is the earlier to occur of (i) the date of the expiration or earlier termination of the Master Lease, and (ii) the date Borrower requests in writing that this Agreement be terminated.

2. PIK Interest. Section 3.4(b) is hereby amended and restated in its entirety as follows:

(b) Commencing on the first day of the first month after the date of this Agreement, and continuing on the first Business Day of each calendar month thereafter until December 31, 2022, Borrower shall pay accrued interest on the Loan Balance; provided however, that, with respect to interest accruing during the period from September 1, 2021 thru August 31, 2022 which is due and payable on the first Business Day of each month during the period from October 1, 2021 thru September 1, 2022, and provided that no Event of Default exists, Borrower may elect to pay accrued interest on the Loan Balance as PIK

Interest and such PIK Interest shall be added to the Loan Balance on the date the applicable accrued interest is due; provided, however, that the aggregate amount of PIK Interest added to the Loan Balance shall not exceed Three Hundred Fifteen Thousand Thirty Nine and 09/100 Dollars (\$315,039.09). Unless Borrower notifies Lender to the contrary in writing, Borrower shall be deemed to have elected to pay such accrued interest as PIK Interest. Commencing on January 1, 2023, and continuing on the first Business Day of each calendar month thereafter until the Termination Date, accrued interest on the Loan Balance shall be paid as PIK Interest and such PIK Interest shall be added to the Loan Balance on the date the applicable accrued interest is due.

3. Cessation of Quarterly Principal Payments. Section 3.5 of the Existing Loan Agreement is hereby amended and restated in its entirety as follows:

3.5 Principal Payments. Commencing on September 1, 2022, and continuing on the first Business Day of each month until December 31, 2022, Borrower shall make equal monthly principal payments in an amount sufficient to fully amortize the Loan Balance by March 31, 2031.

4. Representations and Warranties.

(a) Intentionally.

(b) Borrower hereby represents and warrants as of the date of this Amendment and as of the Effective Date as follows: (i) it is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) the execution, delivery and performance by it of this Amendment and the Loan Documents, as applicable, are within its powers, have been duly authorized, and do not contravene (A) its articles of organization, operating agreement, or other organizational documents, or (B) any applicable law; (iii) no consent, license, permit, approval or authorization of, or registration, filing or declaration with any governmental authority or other Person (except for those that have already been obtained), is required in connection with the execution, delivery, performance, validity or enforceability of this Amendment or the Loan Documents, as applicable, by or against it; (iv) this Amendment and the Loan Documents, as applicable, have been duly executed and delivered by it; (v) this Amendment and the Loan Documents, as applicable, constitute its legal, valid and binding obligations enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity; (vi) intentionally omitted, and (vii) Lender has fully performed all of its obligations under each of the Loan Documents through the date of this Amendment, and Lender is in full compliance with its obligations under each of the Loan Documents.

5. Enforceability. This Amendment constitutes the legal, valid and binding obligation of Borrowers, and is enforceable against Borrowers in accordance with its terms, except as the

enforceability thereof may be limited by bankruptcy, insolvency or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles. Each of the agreements, documents and instruments executed in connection herewith to which a Borrower is a party constitutes the legal, valid and binding obligation of such Borrower, and is enforceable against such Borrower in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or other similar laws relating to the enforcement of creditors' rights generally and by general equitable principles.

6. Confirmation of Representations and Warranties. Borrower represents and warrants to Lender that, before and after giving effect to this Amendment:

(a) Intentionally omitted.

(b) The execution and delivery by Borrower of this Amendment and the performance by it of the transactions herein contemplated (i) are and will be within its powers, (ii) have been authorized by all necessary action, (iii) are not and will not conflict with or result in any breach or contravention of, or the creation of any Lien under, any material contract to which Borrower is a party, any organizational document of Borrower, any order, injunction, writ or decree of any governmental authority or any arbitral award to which Borrower or the property of Borrower is subject, (iv) will not violate any applicable law (including, without limitation, any corporation law, limited liability company law or partnership law of the states in which Borrower is organized), and (v) will not result in a limitation on any material licenses, permits or other governmental approvals applicable to the business, operations or properties of Borrower or adversely affect the ability of Borrower to participate in any third party payor program.

(c) This Amendment and all allonges, assignments, instruments, documents, and agreements executed and delivered in connection herewith, are and will be valid, binding, and enforceable against Borrower in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy laws or by equitable principles relating to enforceability.

(d) Intentionally omitted.

(e) Borrower is Solvent.

(f) Intentionally omitted.

7. Conditions to Effectiveness. The obligation of Lender to enter into this Amendment shall be subject to the satisfaction of the following condition precedent:

(a) that Lender shall have received the following documents, each duly executed by all of the parties thereto and each in form and substance satisfactory to Lender:

(i) this Amendment; and

(ii) Intentionally omitted; and

(iii) Intentionally omitted;

(b) Lender shall have received reasonably satisfactory evidence that all conditions precedent to the other transactions expected to occur on the Effective Date have been satisfied; and

(c) all fees payable to Lender in connection with the execution of this Amendment shall have been paid.

8. Intentionally omitted.

9. Costs, Fees and Expenses. Each party to this Amendment shall be responsible for the payment of all reasonable costs, fees and expenses of its counsel incurred in connection with the preparation of this Amendment and any related documents.

10. Defenses and Setoffs. Borrower hereby represents and warrants that as of the date hereof, there are no defenses, setoffs, claims or counterclaims which could be asserted against the Lender arising from or in connection with the Loan Agreement or any other Loan Document.

11. Affirmation. Except as specifically amended pursuant to the terms hereof, the Loan Agreement and all other Loan Documents (and all covenants, terms, conditions and agreements therein) shall remain in full force and effect, and are hereby ratified and confirmed in all respects by Borrowers. Each Borrower covenants and agrees to comply with all of the terms, covenants and conditions of the Loan Agreement (as amended hereby) and the Loan Documents notwithstanding any prior course of conduct, waivers, releases or other actions or inactions on Borrower's part which might otherwise constitute or be construed as a waiver of or Amendment to such terms, covenants and conditions.

12. No Waiver or Novation. The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided in this Amendment, operate as a waiver of any right, power or remedy of Lender, nor constitute a waiver of any provision of the Loan Agreement, the other Loan Documents or any other documents, instruments and agreements executed or delivered in connection with any of the foregoing. Nothing herein is intended or shall be construed as a waiver of any existing Events of Default under the Loan Agreement or other Loan Documents or any of Lender's rights and remedies in respect of such Events of Default. This Amendment (together with any other document executed in connection herewith) is not intended to be, nor shall it be construed as, a novation of the Loan Agreement.

13. Release. Borrower, on behalf of itself and its predecessors, advisors, agents, affiliates, directors, employees, officers, parents, representatives and subsidiaries, together with its successors and assigns (collectively, the "Releasers" and individually each a "Releasor"), knowingly, voluntarily, and intentionally releases and forever discharges Lender, its respective

predecessors, advisors, agents, Affiliates, directors, employees, officers, parents, representatives and subsidiaries, together with their respective successors and assigns (collectively, the “Released Parties” and individually each a “Released Party”) from all possible claims, counterclaims, demands, actions, causes of action, damages, costs, expenses and liability whatsoever, known or unknown, anticipated or unanticipated, suspected or unsuspected, at law or in equity, originating in whole or in part on or before the date hereof in connection with the Loan Documents, which any Releasor may now or hereafter have against any Released Party, if any (collectively, the “Released Claims”), and irrespective of whether any such Released Claims arise out of contract, tort, equity, violation of law or regulations, or otherwise.

14. Intentionally omitted.

15. Headings. Section headings in this Amendment are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

16. Counterparts. This Amendment may be executed in counterparts, and such counterparts taken together shall be deemed to constitute one and the same instrument. Signatures by facsimile or by electronic mail delivery of an electronic version of any executed signature page shall bind the parties hereto.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

*Signature Page to*  
FIRST AMENDMENT TO TERM LOAN AGREEMENT  
(OHI - Consulate)

BORROWER:

LVE MASTER TENANT 4, LLC

By:  \_\_\_\_\_

Name: Gregory Hayes

Title: Authorized Signatory

*Signature Page to*  
FIRST AMENDMENT TO TERM LOAN AGREEMENT  
(OHI - Consulate)

LENDER:

FC Encore Bradenton, LLC  
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FC Encore Crestview, LLC  
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FC Encore Winona, LLC  
FC Encore Albemarle, LLC  
FC Encore Andrews, LLC  
FC Encore Rutherfordton, LLC  
FC Encore Yadkinville, LLC

By: 

Name: Daniel J. Booth

Title: Chief Operating Officer

FIRST AMENDMENT TO TERM LOAN AGREEMENT  
(OHI - Consulate)

Schedule 1  
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