

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.	)	(Jointly Administered)
	)	
	)	Related to Docket No. 896

---

**NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN  
EXECUTORY CONTRACTS IN CONNECTION WITH DEBTORS'  
TRANSFER OF OPERATIONS OF THE HARTS HARBOR HEALTH CARE CENTER**

**PLEASE TAKE NOTICE** that, on April 8, 2025, LaVie Care Centers, LLC and certain of their affiliates and subsidiaries, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of Order (I) Authorizing Transfer of Operations and Related Assets of Harts Harbor Health Care Center Free and Clear of All Liens, Claims, Encumbrances, and Interests, (II) Authorizing Assumption and Assignment of Executory Contracts; (III) Authorizing Rejection of the Harts Harbor Lease and Related Subleases; (IV) Approving Form of Operations Transfer Agreement; and (V) Granting Related Relief* [Docket No. 896] (the “Motion”).<sup>2</sup>

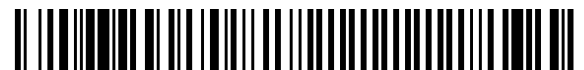
**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Motion, the Debtors seek to transfer substantially all of the assets (the “Transferred Assets”) of 11565 Harts Road Operations, LLC d/b/a Harts Harbor Health Care Center (the “Debtor Operator”) to New Operator, free and clear of all liens, claims, encumbrances, and other interests, and without successor liability of any kind, to the fullest extent permitted under 11 U.S.C. § 363(f) and other applicable law.

**PLEASE TAKE FURTHER NOTICE** that, as set forth in the Motion, the Debtors seek authority to, among other things, assume and assign certain executory contracts and unexpired leases (collectively, the “Executory Contracts”) under Bankruptcy Code section 365(a). Attached hereto as **Schedule 1** is a list of the Executory Contracts that the Debtors may assume and assign to New Operator, along with (a) the name of each non-Debtor counterparty to such Executory Contract (the “Counterparty”); and (b) the proposed amount necessary, if any, to cure all monetary

---

<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.veritaglobal.net/LaVie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.



defaults, if any, under such Executory Contract pursuant to Bankruptcy Code section 365(b) (the “Cure Cost”).

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU ARE IDENTIFIED AS A COUNTERPARTY TO ONE OR MORE OF THE EXECUTORY CONTRACTS THAT MAY BE ASSUMED AND ASSIGNED AS PART OF THE SALE AND TRANSFER OF THE TRANSFERRED ASSETS TO NEW OPERATOR. *If you agree with the Cure Costs and do not otherwise object to the assumption and assignment of your Executory Contract listed on Schedule 1, you do not need to take any further action.***

PLEASE TAKE FURTHER NOTICE that any Counterparty that objects to the Motion, the Transactions, or to the assumption and assignment of an Executory Contract on **Schedule 1** for any reason, including, without limitation, lack of adequate assurance of future performance or the validity of the Cure Cost, or otherwise asserts that any other amounts, defaults, conditions or pecuniary losses must be cured or satisfied under any of the Executory Contracts in order to be assigned to New Operator or other successful purchaser, must file an objection (a “Contract Objection”), which must: (a) be in writing; (b) state with specificity the basis for the objection to the Motion or the Transactions, including any Cure Cost that such Counterparty asserts to be due and each and every asserted default in the applicable Executory Contract (in all cases with appropriate documentation in support thereof); (c) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Georgia; and (d) be filed and served on the following parties by no later than **4:00 p.m. (prevailing Eastern Time) on April 21, 2025** (the “Contract Objection Deadline”): (i) the Debtors, LaVie Care Centers, LLC, c/o Ankura Consulting Group, LLC, 485 Lexington Avenue, 10th Floor, New York, NY 10017 (Attn: M. Benjamin Jones) (ben.jones@ankura.com); (ii) counsel to the Debtors, McDermott Will & Emery LLP, 1180 Peachtree St. NE, Suite 3350, Atlanta, GA 30309, Attn: Daniel M. Simon (dsimon@mwe.com) and 444 W. Lake Street, Suite 4000, Chicago, IL 60606, Attn: Emily C. Keil (ekeil@mwe.com); (iii) the Office of the United States Trustee for Region 21, 75 Ted Turner Drive, S.W., Room 362, Atlanta, GA 30303, Attn: Jonathan S. Adams (jonathan.s.adams@usdoj.gov); (iv) counsel to the Committee, Troutman Pepper Hamilton Sanders LLP, 600 Peachtree St. NE, Suite 3000, Atlanta, GA 30308 (Attn: Pierce E. Rigney) (pierce.rigney@troutman.com) and 3000 Two Logan Square, Eighteenth and Arch Street, Philadelphia, PA 19103-2799 (Attn: Francis J. Lawall) (francis.lawall@troutman.com) and 875 Third Avenue New York, NY 10022 (Attn: Deborah Kovsky-Apap) (Deborah.kovsky@troutman.com); (v) counsel to the Omega Parties, Goodwin Procter LLP, The New York Times Building, 620 Eighth Avenue, New York, NY 10018 (Attn: Liza L. Burton and Robert Lemons) (lburton@goodwinlaw.com and rlemons@goodwinlaw.com and Ferguson Braswell Fraser Kubasta PC, 2500 Dallas Parkway, Suite 600, Plano, TX 75093 (Attn: Leighton Aiken) (laiken@fbfk.law); (vi) counsel to the Plan Sponsor, DLA Piper LLP (US), 1900 N. Pearl St, Suite 2200 Dallas, TX 75201 (Attn: James Muenker) (James.Muenker@us.dlapiper.com); and (vii) counsel to the New Operator, Bradley Arant Boult Cummings LLP, One Federal Place, 1819 5th Avenue N, Birmingham, AL 35203 (Attn: T. Parker Griffin, Jr. and James B. Bailey) (pgriffin@bradley.com and jbailey@bradley.com); *provided* that the Debtors may modify the Contract Objection Deadline by filing a notice of such modification on the Court’s docket.

**PLEASE TAKE FURTHER NOTICE IF A COUNTERPARTY FAILS TO FILE WITH THE COURT AND SERVE A TIMELY OBJECTION, (1) THE COUNTERPARTY SHALL BE FOREVER BARRED FROM OBJECTING TO THE ASSUMPTION AND ASSIGNMENT OF ITS EXECUTORY CONTRACT OR ASSERTING ANY OBJECTION WITH REGARD TO THE AMOUNT TO CURE ANY DEFAULT UNDER THE APPLICABLE EXECUTORY CONTRACT, (2) THE CURE COSTS SET FORTH ON SCHEDULE 1 HERETO SHALL BE CONTROLLING AND WILL BE THE ONLY AMOUNT NECESSARY TO CURE OUTSTANDING DEFAULTS UNDER THE APPLICABLE EXECUTORY CONTRACT UNDER BANKRUPTCY CODE SECTION 365(b), NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE EXECUTORY CONTRACT OR ANY OTHER DOCUMENT, (3) THE APPLICABLE COUNTERPARTY SHALL BE FOREVER BARRED FROM ASSERTING ANY ADDITIONAL CURE OR OTHER AMOUNTS WITH RESPECT TO SUCH EXECUTORY CONTRACT (INCLUDING ANY CLAIMS, COUNTERCLAIMS, RIGHTS, DEFAULTS, SETOFFS, OR RECOUPMENTS) AGAINST THE DEBTORS, THE NEW OPERATOR, OR THE PROPERTY OF ANY OF THEM, AND (4) THE APPLICABLE COUNTERPARTY SHALL BE DEEMED TO HAVE CONSENTED TO THE MOTION AND TRANSACTIONS DESCRIBED THEREIN AND SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE MOTION AND SUCH TRANSACTIONS, INCLUDING WITHOUT LIMITATION, ANY OBJECTIONS RELATING TO THE TRANSFER OF THE TRANSFERRED ASSETS TO THE NEW OPERATOR FREE AND CLEAR OF SUCCESSOR LIABILITY OF ANY KIND AND ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS THAT SUCH PARTY OR ENTITY MAY HAVE AGAINST THE DEBTORS OR THE TRANSFERRED ASSETS.**

**PLEASE TAKE FURTHER NOTICE** that, the inclusion of any contract or lease on **Schedule 1** shall not constitute or be deemed a determination or admission by the Debtors or New Operator that such contract, lease or other document is, in fact, an executory contract or unexpired lease within the meaning of the Bankruptcy Code (all rights with respect thereto being expressly reserved). Notwithstanding the inclusion of any lease or contract on **Schedule 1**, the Debtors are not bound to assume, and New Operator, or any other successful purchaser, are not bound to accept assignment of, any executory contracts or unexpired leases. New Operator has until the closing of the Transactions to designate which executory contracts and unexpired leases, if any, shall be assumed by the Debtors and assigned to New Operator.

**PLEASE TAKE FURTHER NOTICE** this Notice is subject to the full terms and conditions of the Motion, which shall control in the event of any conflict. The Debtors encourage parties in interest to review such documents in their entirety. Copies of the Motion and all related exhibits, and any other filings in the Debtors' bankruptcy cases are available for free on the website of the Debtors' notice agent, Verita Global, at <https://veritaglobal.net/lavie/>.

*[Remainder of page intentionally left blank]*

Dated: April 11, 2025  
Atlanta, Georgia

**MCDERMOTT WILL & EMERY LLP**

/s/ Daniel M. Simon

Daniel M. Simon (Georgia Bar No. 690075)

1180 Peachtree St. NE, Suite 3350

Atlanta, Georgia 30309

Telephone: (404) 260-8535

Facsimile: (404) 393-5260

Email: dsimon@mwe.com

- and -

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

444 West Lake Street, Suite 4000

Chicago, Illinois 60606

Telephone: (312) 372-2000

Facsimile: (312) 984-7700

Email: ekeil@mwe.com

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

**Schedule 1**

**Potentially Assumed Executory Contracts<sup>1</sup>**

<b>Debtor</b>	<b>Contract Counterparty</b>	<b>Address</b>	<b>Description</b>	<b>Proposed Cure Amount</b>
11565 Harts Road Operations, LLC	United Food & Commercial Workers Union, Local 1625	UFCW Local 1625 5600 US Highway 98 N Lakeland, FL 33809 Attn: Gary Parody	Collective Bargaining Agreement	\$0.00 <sup>2</sup>
11565 Harts Road Operations, LLC	Centers for Medicare and Medicaid Services	Region IV - Atlanta, GA Atlanta Federal Center, 4th Floor 61 Forsyth Street SW, Suite 4T20 Atlanta, GA 30303-8909	Medicare Provider Agreement (CMS-1561)	\$0.00

---

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

<sup>2</sup> As set forth in the proposed Operations Transfer Agreement (the “OTA”), Debtor Operator will provide New Operator with a credit (as defined in the OTA, the “Employee Accrual Credit”) of an amount equal to one hundred percent (100%) of the accrued, vested and unvested, but unpaid vacation obligations solely to the extent required to be paid out by Debtor Operator under its existing employment policies, applicable Law, and/or under the CBA. Other than the Employee Accrual Credit, Debtor Operator is unaware of any additional Cure Costs associated with the CBA.