

affiliates² (collectively, “Cigna,” and together with the Debtors, the “Parties”) hereby enter into this stipulation and agreed order (this “Stipulation and Agreed Order”).

A. On June 2, 2024, the Debtors filed voluntary petitions 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 “Court”). The Debtors’ chapter 11 cases are being jointly administered for procedural purposes only.

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334, and this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

C. On December 5, 2024, this Court entered its *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* [Docket No. 735] (the “Plan Confirmation Order”).

D. The confirmed Plan³ has not yet become effective.

E. Cigna and the Debtors are parties to the Cigna Payor Agreements, pursuant to which the Debtors provide covered healthcare services to eligible participants within the Cigna Provider Network. The Plan Confirmation Order expressly provided that no Cigna Payor Agreements will be assumed under the Plan without agreement of the Parties and further order of this Court.

² Cigna HealthCare of North Carolina, Inc., Connecticut General Life Insurance Company, Cigna HealthCare of Florida, Inc., HealthSpring of Florida, Inc., Cigna HealthCare of South Carolina, Inc., Cigna HealthCare of Virginia, Inc., Cigna HealthCare Mid-Atlantic, Inc., HealthSpring of Tennessee, Inc., and HealthSpring of Alabama, Inc.

³ Capitalized terms not defined herein shall have the meanings given to them in the Plan Confirmation Order.

F. Pursuant to the Plan, the Debtors desire to assume the Cigna Payor Agreements on **Schedule 1** hereto (collectively, the “Assumed Cigna Agreements”) and reject the Cigna Payor Agreements on **Schedule 2** hereto (collectively, the “Rejected Cigna Agreements”).

G. By this Stipulation and Agreed Order, the Parties formalize that assumption and rejection as set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into this Stipulation and Agreed Order, it is hereby AGREED and ORDERED that:

1. This Stipulation and Agreed Order shall be effective upon Court approval.
2. Notwithstanding anything to the contrary in the Plan Confirmation Order, the Plan, or any notice related thereto: (a) the Assumed Cigna Agreements shall be assumed under the Plan, and in full and final satisfaction of any cure payment due to Cigna in connection with the Assumed Cigna Agreements, (i) the Reorganized Debtors shall pay Cigna \$6,500 within five (5) business days of the Effective Date of the Plan on account of all obligations of the Debtors to Cigna accruing on or before December 10, 2024, and (ii) all obligations due and unpaid under the Assumed Cigna Contracts accruing during the period of time after December 10, 2024 and prior to the Effective Date shall be unimpaired and reinstated and assumed by the Reorganized Debtors, and nothing in this Order or section 365 of the Bankruptcy Code shall affect such obligations; and (b) the Rejected Cigna Agreements shall be deemed rejected under the Plan, effective as of the later of the Effective Date of the Plan or 30 days from the date this Order is entered.
3. The Parties are authorized and empowered to take all actions necessary to implement the relief provided by this Stipulation and Agreed Order.
4. The terms and conditions of this Stipulation and Agreed Order shall be immediately effective and enforceable upon entry by the Court.

5. This Stipulation and Agreed Order is intended by the Parties to be binding upon their successors, agents, assigns, including bankruptcy trustees and estate representatives, and any parent, subsidiary, or affiliated entity of the Parties.

6. The undersigned hereby represent and warrant that they have full authority to execute this Stipulation and Agreed Order on behalf of the respective Parties and that the respective Parties have full knowledge of, and have consented to, this Stipulation and Agreed Order. This Stipulation and Agreed Order may be executed in counterparts and/or by facsimile or other electronic signature, and each such counterpart together with the others shall constitute one and the same instrument.

7. The Parties agree that each of them has had a full opportunity to participate in the drafting of this Stipulation and Agreed Order and any claimed ambiguity shall be construed neither for nor against either of the Parties.

8. This Stipulation and Agreed Order constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior discussions, agreements, and understandings, both written and oral, among the Parties with respect thereto.

9. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation and Agreed Order, and the Parties hereby consent to such jurisdiction to resolve any disputes or controversies arising from or related to this Stipulation and Agreed Order.

END OF ORDER

Prepared and agreed to by:

Dated: April 22, 2025

MCDERMOTT WILL & EMERY LLP

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Counsel for the Official Committee of Unsecured Creditors

**LAVIE CARE CENTERS, LLC
STIPULATION AND AGREED ORDER
SCHEDULE 1 – ASSUMED CIGNA AGREEMENTS**

Case Number	Debtor	Contract Counterparty	Address	Description
24-55580	Emerald Ridge HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Emerald Ridge HealthCare LLC - Effective 8/1/10
24-55544	Kannapolis HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Kannapolis HealthCare LLC - Effective 3/15/11
24-55612	Cary HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Cary HealthCare LLC - Effective 5/1/11
24-55519	Hunter Woods HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna and Hunter Woods HealthCare LLC - Effective 4/15/10
24-55781	Willowbrook HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Willowbrook HealthCare LLC - Effective 9/1/11
24-55515	Oaks at Sweeten Creek HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Oaks at Sweeten Creek HealthCare LLC - Effective 3/1/11
24-55621	Walnut Cove HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Walnut Cove HealthCare LLC - Effective 6/5/11
24-55573	Valley View HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Valley View HealthCare LLC - Effective 5/1/11
24-55737	Clay County HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare North Carolina and Clay County HealthCare, LLC - Effective 7/1/10
24-55782	Wilora Lake HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Wilora Lake Healthcare LLC - Effective 5/15/11
24-55726	Forrest Oakes HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare North Carolina and Forrest Oakes HealthCare, LLC - Effective 8/1/10

**LAVIE CARE CENTERS, LLC
STIPULATION AND AGREED ORDER
SCHEDULE 1 – ASSUMED CIGNA AGREEMENTS**

Case Number	Debtor	Contract Counterparty	Address	Description
24-55665	Westwood HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Westwood HealthCare LLC - Effective 9/1/11
24-55600	Cardinal North Carolina HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna and Cardinal North Carolina HealthCare LLC - Effective 7/1/10
24-55744	Oak Grove HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services Agreement between Cigna HealthCare of North Carolina and Oak Grove Healthcare LLC - Effective 3/1/11
24-55636	Wellington HealthCare, LLC	Cigna Healthcare of North Carolina, Inc.	701 Corporate Center Drive Attn: Director of Provider Contracting Raleigh, NC, 27607	Ancillary Services between Cigna HealthCare of North Carolina and Wellington HealthCare LLC - Effective 9/1/11
24-55631	Pennknoll Village Facility Operations, LLC	Cigna Healthcare of Pennsylvania, Inc.	3101 Park Lane Drive Pittsburgh, PA, 15275	Ancillary Services Agreement between Cigna HealthCare of Pennsylvania, Inc. and Pennknoll Village Facility Operations, LLC
24-55600	Cardinal North Carolina Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Cardinal North Carolina Healthcare, LLC d/b/a Cardinal Healthcare and Rehabilitation Center - Effective 5/1/22
24-55580	Emerald Ridge Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Emerald Ridge Healthcare, LLC d/b/a Emerald Ridge Rehabilitation and Care Center - Effective 7/1/22
24-55519	Hunter Woods Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Hunter Woods Healthcare, LLC d/b/a Hunter Woods Nursing and Rehabilitation Center - Effective 7/1/22

LAVIE CARE CENTERS, LLC

STIPULATION AND AGREED ORDER

SCHEDULE 1 – ASSUMED CIGNA AGREEMENTS

Case Number	Debtor	Contract Counterparty	Address	Description
24-55544	Kannapolis Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Kannapolis Healthcare, LLC d/b/a Transitional Health Services of Kannapolis - Effective 5/1/22
24-55744	Oak Grove Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Oak Grove Healthcare, LLC d/b/a Oak Grove Healthcare Center - Effective 5/18/22
24-55515	Oaks at Sweeten Creek Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Oaks at Sweeten Creek Healthcare, LLC d/b/a The Oaks at Sweeten Creek - Effective 7/1/22
24-55621	Walnut Cove Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Walnut Cove HealthCare, LLC d/b/a Walnut Cove Health and Rehabilitation Center - Effective 5/1/22
24-55636	Wellington Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Wellington Healthcare, LLC d/b/a Wellington Rehabilitation and Healthcare - Effective 7/1/22
24-55781	Willowbrook Healthcare, LLC	HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance	Cigna 11016 Rushmore Drive, STE 300 Attention: General Manager Charlotte, NC, 28277	Ancillary Provider Service Agreement between HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company and certain of its affiliates and Willowbrook Healthcare, LLC d/b/a Willowbrook Rehabilitation and Care Center - Effective 5/1/22

LAVIE CARE CENTERS, LLC

STIPULATION AND AGREED ORDER

SCHEDULE 1 – ASSUMED CIGNA AGREEMENTS

Case Number	Debtor	Contract Counterparty	Address	Description
24-55507	LaVie Care Centers, LLC	Connecticut General Life Insurance Company	c/o Jeffrey C. Wisler Connolly Gallagher LLP 1201 North Market Street, 20th Floor Wilmington, DE 19801 jwisler@ connollygallagher.com	Ancillary Services Agreement between Connecticut General Life Insurance Company and LaVie Care Centers, LLC – Effective 5/1/14

**LAVIE CARE CENTERS, LLC
STIPULATION AND AGREED ORDER
SCHEDULE 2 – REJECTED CIGNA AGREEMENTS**

- Ancillary Services Agreement between Cigna Healthcare of Florida, Inc. and Sea Crest Health Care Management, LLC d/b/a LaVie Management Services of Florida – Effective June 1, 2011
- Ancillary Service Provider Agreement, as amended, between LaVie Care Centers, LLC dba Consulate Health Care and HealthSpring of Alabama, Inc., HealthSpring of Florida, Inc., HealthSpring of Tennessee, Inc., and Cigna Health and Life Insurance Company – Effective 1/1/2020
- Ancillary Services Agreement, as amended, between Cigna Healthcare of Virginia and Cigna Healthcare Mid-Atlantic, Inc. and Consulate Health Care LLC and HealthSpring Life & Health Insurance Company, Inc., Cigna Health and Life Insurance Company, and certain of their affiliates – Effective 4/1/23
- Ancillary Services Agreement between Cigna Healthcare of Virginia, Inc. and Cigna Healthcare Mid-Atlantic, Inc. and Envoy Healthcare LLC – Effective 4/1/12
- Ancillary Service Provider Agreement between Cigna Healthcare of North Carolina, Inc., Cigna Healthcare of South Carolina, Inc., and HealthSpring Life & Health Insurance Company, Inc. and Kannapolis Healthcare, LLC d/b/a Transitional Health Services of Kannapolis – Effective 5/1/16
- Ancillary Service Provider Agreement between Cigna HealthCare of North Carolina, Inc., Cigna HealthCare of South Carolina, Inc., and HealthSpring Life & Health Insurance Company, Inc. and Walnut Cove HealthCare, LLC d/b/a Walnut Cove Health and Rehabilitation Center – Effective 5/1/16
- Ancillary Service Provider Agreement between Cigna Healthcare of North Carolina, Inc., Cigna Healthcare of South Carolina, Inc., and HealthSpring Life & Health Insurance Company, Inc. and Willowbrook Healthcare, LLC d/b/a Willowbrook Rehabilitation and Care Center – Effective 6/1/16

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