

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

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

**DECLARATION OF NOCHUM FREUND IN SUPPORT OF APPROVAL OF  
OPERATIONS TRANSFER AGREEMENT AND RELATED TRANSACTIONS**

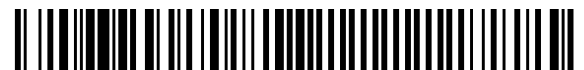
I, Nochum “Nathan” Freund, hereby declare, pursuant to 28 U.S.C. § 1746, under penalty of perjury as follows:

1. I submit this declaration in support of 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>

2. I am an authorized representative of 11565 Harts Road Opco LLC (“New Operator”). New Operator is a newly formed Florida limited liability company that has offered to

<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 defined herein shall have the meanings ascribed to them in the *Operations Transfer Agreement* (the “OTA”) attached to the Motion as Exhibit 1 to the Proposed Order, and if not defined in the OTA, then as defined in the Motion.



acquire the Transferred Assets and take over operations at the Debtor Operator's facility located at 11565 Harts Road, Jacksonville, Florida 32218 (the "Facility") pursuant to the terms and conditions of the OTA.

3. If the Court enters the Approval Order, upon closing of the Transactions, New Operator will operate and manage the Facility, with the support of the Consultant Group (as hereinafter defined), and with a commitment to providing quality care for residents and patients of the Facility.

4. All facts set forth in this declaration are based upon my personal knowledge and my review of the records and documents in the possession, custody, or control of New Operator. If I were called to testify, I would testify competently to the facts set forth in this declaration.

5. New Operator's management team is knowledgeable and experienced in acquiring, transitioning, managing, and operating senior care facilities. I will be part of New Operator's management team that will oversee the transition, management and operations of the Facility if the Court approves the Motion.

6. I have extensive experience in the senior care industry. I currently serve as CEO of a group of closely held affiliated companies (collectively, the "Consultant Group") that operate, manage and/or provide consulting services to over one hundred and thirty (130) skilled nursing facilities in four (4) states, including more than fifty (50) skilled nursing facilities in Florida. Most of these skilled nursing facilities in Florida were previously affiliated with the Debtors prior to transfer of the operations to members of the Consultant Group in late 2023. Many of them were similarly situated to the Facility in terms of physical, financial, and operational condition at the time operations were transferred to members of the Consultant Group. Including my current role, I have nearly two (2) decades of experience in the skilled nursing industry. I started my career in

the industry in maintenance, moved up to administration, and ultimately to executive leadership. As an executive, I have overseen the operation and/or management of over one hundred and fifty (150) skilled nursing facilities across six (6) states.

7. The other members of New Operator's management team that will oversee the transition, management and operations of the Facility if the Court approves the Motion also have extensive experience in the senior care industry.

8. I was one of the primary contacts on behalf of New Operator for the negotiation of the OTA and other Transaction Documents.

9. Other than as set forth in the OTA, New Operator's obligations to close the Transactions are not subject to any (i) financing contingency, (ii) contingency relating to further due diligence, (iii) contingency relating to the approval of New Operator's boards of directors or managers or other non-governmental third-party consents or approvals, or (iv) any other conditions precedent.

10. Following the Operations Closing, New Operator is financially prepared for continued operation of the Facility. New Operator will have sufficient working capital to cover all post-closing operational needs. Additionally, New Operator expects to have access to a line of credit, which will provide further financial flexibility to address any unexpected expenses or operational requirements.

11. The Assumed Contracts are an integral component of the Transferred Assets. The assumption and assignment of the Assumed Contracts to New Operator is a condition to Closing the Transactions and necessary for transition of operations at the Facility.

12. Based upon my review of the due diligence, and my experience in the senior living industry, I believe that New Operator is capable and qualified financially, operationally, and

otherwise, to perform its obligations under the OTA, including satisfying the conditions to closing of the Transactions and, following closing, satisfying the Assumed Liabilities specified in the Transaction Documents and otherwise performing its obligations under the Assumed Contracts.

13. One of the conditions to the Closing is for New Operator to obtain all necessary licensing from the State of Florida. New Operator is taking all reasonable steps, consistent with its obligations under the OTA and applicable law, to obtain the necessary licensing to operate the Facility upon the Operations Closing Date, as provided in the OTA. In the event the necessary licensing has not been received by the Operations Closing Date, the OTA provides for the parties' entry into interim agreements as required by the Agency or applicable law to operate and manage the Facility pending New Operator's receipt of the necessary licensing.

14. New Operator submitted the change of ownership application ("CHOW") to Florida Agency for Health Care Administration ("AHCA") on March 28, 2025. AHCA has not yet issued the CHOW approvals for the Facility, but New Operator's regulatory counsel is working diligently to obtain such approval.

15. New Operator has acted in good faith and at arm's-length in negotiations with the Debtors and their professionals. New Operator understands that the Debtors were free to deal with any other parties interested in acquiring the Transferred Assets, or any other assets the Debtors have marketed.

16. To the best of my knowledge, neither New Operator, nor any of its professionals, officers, employees, representatives, or affiliates have engaged, or caused any other party to engage, in any collusion, or other misconduct, with respect to the Transaction Documents or the submission of any bid for the Debtors' assets.

17. To the best of my knowledge, neither New Operator, nor any of its professionals, officers, employees, representatives, or affiliates have engaged, or caused any other party to engage, in any interference or other behavior that would prevent the consummation of a transaction between the Debtors and any other potential bidders for the Debtors' assets.

18. To the best of my knowledge, neither New Operator, nor any of its professionals, officers, employees, representatives, or affiliates have engaged, or caused any other party to engage, in any collusion or other similar behavior with any other potential bidders to limit or otherwise affect the consideration under the Transaction Documents.

19. New Operator, on the one hand, and the Debtors, on the other, have been represented by separate legal counsel at all times.

20. Other than the OTA, any other Transaction Documents, and any non-disclosure agreement entered into with respect to the marketing process for the Debtors' assets, there are no other agreements between New Operator, on the one hand, and the Debtors, their directors, officers, owners, or affiliates on the other, with respect to the transfer of the Transferred Assets.

21. New Operator is not an "insider" or "affiliate" of the Debtors, and no common identity of officers, directors, or owners exists between New Operator, on the one hand, and any of the Debtors, on the other.

22. New Operator would not have entered into the OTA and will not consummate the transfer contemplated thereby if such transfer is not free and clear of all claims, liens, interests and encumbrances (other than Assumed Liabilities), and without successor liability of any kind, or if New Operator would, or in the future could, be liable for any of such claims, liens, interests, and encumbrances (other than Assumed Liabilities).

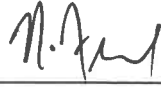
23. New Operator will not close the Transactions without entry of the Approval Order approving the transfer of the Transferred Assets free and clear of all claims, liens, interests, and encumbrances (other than Assumed Liabilities), including, without limitation, any claims of the State of Florida or any other Governmental Authority against the Debtors, their affiliates, or the Transferred Assets (other than Assumed Liabilities).

24. Upon entry of the Approval Order, and subject to the terms and closing conditions of the OTA, New Operator intends to consummate the Transactions on or before the anticipated closing date of May 1, 2025.

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

***[SIGNATURE ON FOLLOWING PAGE]***

Executed on April 23, 2025

A handwritten signature in black ink, appearing to read 'N. Freund', is written above a horizontal line.

Nochum Freund