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

In re:	)	Chapter 11
LAVIE CARE CENTERS, LLC, *et al.*,	)	Case No. 24-55507 (PMB)
Debtors.[1]	)	(Jointly Administered)

STIPULATION AND AGREED ORDER REGARDING
CERTAIN TWIN MED AND ALLIANZ PROOFS OF CLAIM

This stipulation and agreed order (this "Stipulation") is made by and between the GUC Trustee,[2] Twin Med, LLC ("Twin Med"), and Allianz Trade (*f/k/a* Euler Hermes North America

[1] The last four digits of LaVie Care Centers, LLC's federal tax identification number are 5592. There were 282 Debtors in these chapter 11 cases, *see* Case Nos. 24-55504 through 24-55787, which the Court ordered jointly administered under the above caption [Docket No. 20] at the Debtors' request [Docket No. 3]. All these cases except this lead case are now closed. *See* Docket No. 1206. A complete list of the jointly administered Debtors and the last four digits of their federal tax identification numbers 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.

[2] Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Plan, as defined herein.

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Insurance Company) ("Allianz"; together with Twin Med and the GUC Trustee, the "Parties," and each, a "Party"), by and through their respective undersigned counsel, regarding certain Twin Med and Allianz proofs of claim.

RECITALS

WHEREAS, on June 2, 2024 and June 3, 2024, LaVie Care Centers, LLC and certain of its affiliates (collectively, the "Debtors") filed in the United States Bankruptcy Court for the Northern District of Georgia (Atlanta Division) (the "Court") their respective voluntary petitions for bankruptcy relief under chapter 11 of title 11 of the United States Code;

WHEREAS, the Court on July 2, 2024 entered its *Order (I) Establishing Bar Dates for Filing Claims Against the Debtors; and (II) Granting Related Relief* [Docket No. 218];

WHEREAS, on or about August 28-29, 2024, Twin Med timely filed in the individual cases of certain Debtors the proofs of claim listed on **Exhibit A** hereto (the "Original POCs"), asserting in such Original POCs claims arising from the alleged supply of pharmaceutical goods by Twin Med under that certain *Medical Supply Services Agreement*;

WHEREAS, Twin Med assigned to Allianz the Original POCs;

WHEREAS, Twin Med also assigned to Allianz part of Proof of Claim No. 2615 (the "Partially Assigned Claim");[3]

WHEREAS, Allianz timely filed proofs of claim that amend and/or supersede the Original POCs and are for the same alleged liability (the "Superseding Claims");[4]

[3] Allianz was assigned only $30,195.01 of the $106,657.92 total that Twin Med asserted in the Partially Assigned Claim.

[4] A list of the Superseding Claims, along with the Original POC that each Superseding Claim replaces, is set forth on **Exhibit A**.

WHEREAS, the Debtors on May 29, 2025 filed the *Debtors' Ninth Omnibus Objection to Request for Payment of Administrative Expense Claims Under 11 U.S.C. § 503(b)(9) Set Forth in Proofs of Claim Listed on Exhibit A* [Docket No. 1009] (the "Objection"), objecting to the requests for payment of §503(b)(9) administrative expense claims (the "503(b)(9) Requests") set forth in (among others) Superseding Claim Nos. 5116, 5211, 5272, and 5274,[5] and seeking entry of an order disallowing and reclassifying as non-priority, general unsecured claims all such 503(b)(9) Requests;

WHEREAS, the Court on July 11, 2025 entered its *Order Sustaining Debtors' Ninth Omnibus Objection to Requests for Payment of Administrative Expense Claims Under 11 U.S.C. § 503(b)(9) Set forth in Proofs of Claim Listed on Schedule 1* [Docket No. 1128] (the "503(b)(9) Order"), sustaining the Objection and reclassifying as non-priority, general unsecured claims the 503(b)(9) Requests set forth in Superseding Claim Nos. 5116, 5211, 5272, and 5274;

WHEREAS, the Court on December 5, 2024 entered *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], confirming the *Debtors' Modified Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization*, filed on December 4, 2024 [Docket No. 730] (the "Plan");

WHEREAS, the Effective Date of the Plan occurred on June 1, 2025, *see Notice of (I) Entry of Order Confirming Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization and (II) Occurrence of Effective Date*, filed on June 2, 2025 [Docket No. 1016], and the GUC Trust was formed on that date;

[5] For clarity, Superseding Claim Nos. 5116, 5211, 5272, and 5274 were the only Superseding Claims that contained 503(b)(9) Requests; all other Superseding Claims asserted solely non-priority, general unsecured claims.

WHEREAS, the Plan grants the GUC Trustee, who oversees and administers the GUC Trust, the authority to (among other things) reconcile and resolve claims of general unsecured creditors;

WHEREAS, the claims register currently reflects duplicative liability for the Original POCs and the Superseding Claims;

WHEREAS, the GUC Trustee wishes to reconcile and correct the claims register; and

WHEREAS, Twin Med and Allianz have consented to the disposition of the Original POCs, Superseding Claims, and Partially Assigned Claim, all as set forth herein.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, AND UPON APPROVAL BY THE BANKRUPTCY COURT OF THIS STIPULATION, IT IS ORDERED AS FOLLOWS:

1. The recitals set forth above are incorporated by reference as though fully set forth herein.

2. Upon endorsement by the Court of this Stipulation:

   a. the Original POCs (listed on **Exhibit A** hereto) shall be, and shall be deemed to be, withdrawn and expunged in their entirety;

   b. the Superseding Claims shall be, and hereby are, allowed as non-priority, general unsecured claims in the amounts set forth in the "Superseding Claim Amount" column of **Exhibit A** hereto;

   c. the Partially Assigned Claim shall be, and hereby is, allowed, *provided* that the total claim amount set forth in the Partially Assigned Claim shall for purposes of distribution be divided between Allianz and Twin Med as follows:

      i. Allianz – $30,195.01;

      ii. Twin Med – $76,462.91; and

d. the Clerk of Court and the Debtors' claims and noticing agent are hereby authorized and directed to reflect the above relief on the docket and claims register for the above-captioned bankruptcy case.

3. For the avoidance of doubt, the Superseding Claims and Partially Assigned Claim (as allowed herein) shall be treated as Class 6A (OpCo General Unsecured Claims) or Class 6B (DivestCo General Unsecured Claims), as applicable, in accordance with the Plan and Confirmation Order.

4. The Parties are authorized and empowered to take all actions necessary to implement the relief provided by this Stipulation.

5. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon entry by the Court.

6. This Stipulation may be executed in counterparts, including by facsimile or other electronic means, and each such counterpart together with the others shall constitute one and the same instrument.

7. This Stipulation shall be binding upon all successors and assigns of the Parties.

8. Each person who executes this Stipulation on behalf of a Party represents that he or she is duly authorized and has requisite authority to execute and deliver this Stipulation on behalf of such Party and to bind his or her respective Party to the terms and conditions of this Stipulation.

9. This Stipulation constitutes the entire agreement between the Parties with respect to the matters addressed herein and may not be modified except in a writing signed by the Parties. The Parties agree that each of them has had a full opportunity to participate in the drafting of this Stipulation and any claimed ambiguity shall be construed neither for nor against any of the Parties.

10. The GUC Trustee shall, within three (3) business days of entry of this Order, cause a copy of this Order to be served by electronic mail or first-class mail, as applicable, on all parties served with the Stipulation, and a certificate of service confirming such service shall be filed promptly thereafter.

11. This Court hereby retains jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation.

[*Remainder of Page Left Intentionally Blank; Signatures Follow*]

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed as of the day and year written below.

Dated: September 22, 2026

Prepared and Agreed to by:

PARKER, HUDSON, RAINER & DOBBS LLP

By: /s/ *Matthew G. Roberts*
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ALLIANZ TRADE
f/k/a EULER HERMES NORTH AMERICA INSURANCE COMPANY

By:
GUY P. YOUNG, JR.
Authorized Representative

Exhibit A

Original POCs and Superseding Claims

	Debtor Name	Original POC No. (*Withdrawn / Expunged*)	Superseding Claim No. (*Replaces Corresponding Original POC*)	Superseding Claim Amount
1.	Oaks at Sweeten Creek HealthCare LLC	2182	471	$79,987.15
2.	Ashland Facility Operations LLC	2187	466	$124,055.84
3.	Augusta Facility Operations LLC	2192	1804	$110,906.22
4.	Kannapolis HealthCare LLC	2196	1848	$85,845.06
5.	Kings Daughters Facility Operations LLC	2531	1861	$122,689.57
6.	1061 Virginia Street Operations LLC	2563	5210	$86,219.20
7.	Valley View HealthCare LLC	2580	5116	$57,556.55
8.	Emerald Ridge HealthCare LLC	2614	1862	$16,465.89
9.	Wellington HealthCare LLC	2864	1857	$105,042.59
10.	Perry Facility Operations LLC	2866	5213	$103,393.73
11.	Cardinal North Carolina HealthCare LLC	3039	473	$101,503.06
12.	Locust Grove Facility Operations LLC	3042	1951	$84,109.46

	Debtor Name	**Original POC No. (*Withdrawn / Expunged*)**	**Superseding Claim No. (*Replaces Corresponding Original POC*)**	**Superseding Claim Amount**
13.	Walnut Cove HealthCare LLC	3046	528	$37,745.83
14.	Pennknoll Village Facility Operations LLC	3050	1818	$147,981.28
15.	Luther Ridge Facility Operations LLC	3053	1855	$7,869.92
16.	Pheasant Ridge Facility Operations LLC	3060	1841	$97,504.32
17.	Norfolk Facility Operations LLC	3084	1864	$150,569.43
18.	Clay County HealthCare LLC	3217	488	$63,561.48
19.	Oak Grove HealthCare LLC	3221	1865	$67,123.60
20.	Skyline Facility Operations LLC	3238	1839	$71,877.54
21.	Starkville Manor HealthCare LLC	3274	1866	$115,975.33
22.	Green Cove Facility Operations LLC	3282	5212	$111,246.11
23.	Williamsburg Facility Operations LLC	3283	5274	$102,528.46
24.	Newport News Facility Operations LLC	3285	1863	$108,239.35
25.	Hilltop Mississippi HealthCare LLC	3287	1867	$86,401.32
26.	Willowbrook HealthCare LLC	3289	532	$15,392.01

	Debtor Name	**Original POC No. (*Withdrawn / Expunged*)**	**Superseding Claim No. (*Replaces Corresponding Original POC*)**	**Superseding Claim Amount**
27.	Winona Manor HealthCare LLC	3333	5272	$158,463.84
28.	Woodstock Facility Operations LLC	3363	1821	$88,865.99
29.	Wilora Lake HealthCare LLC	3366	5211	$62,713.23