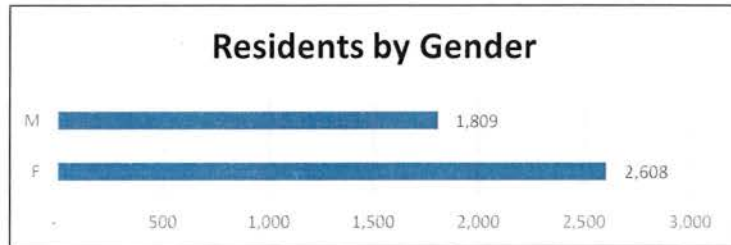


# **Attachment 1**

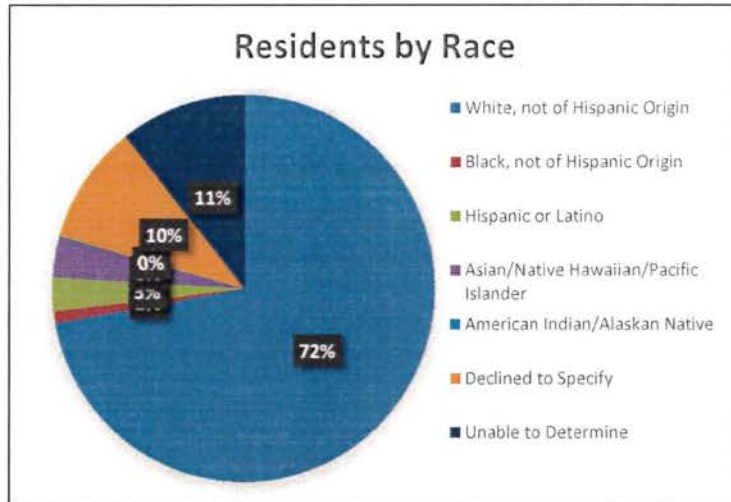
## **Patient Panel**

Merrimack Valley Center  
Patient Panel Data Tables

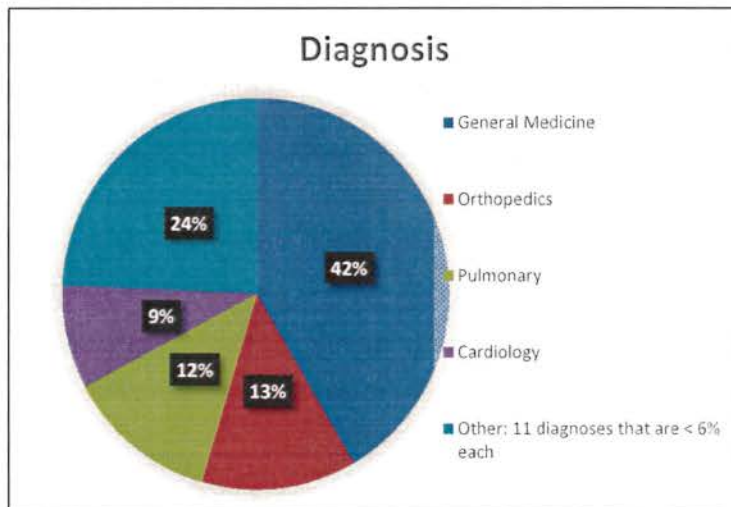
	Number of Residents
F	2,608
M	1,809
Grand Total	4,417



	Number of Residents
White, not of Hispanic Origin	3,186
Black, not of Hispanic Origin	44
Hispanic or Latino	123
Asian/Native Hawaiian/Pacific Islander	149
American Indian/Alaskan Native	5
Declined to Specify	441
Unable to Determine	469
Grand Total	4,417



	Number of Residents
General Medicine	1,836
Orthopedics	576
Pulmonary	553
Cardiology	378
Other: 11 diagnoses that are < 6% each	1,074
Grand Total	4,417



**Genesis HealthCare Lowell Market Payor Mix**  
**September 2017 YTD and Prior Two Years**

	<i>FYE 12/31/2015</i>	<i>FYE 12/31/2016</i>	<i>YTD 9/30/2017</i>
<i>Payor Mix (% of patient days)</i>	<i>Heritage Nursing Care Center</i>	<i>Heritage Nursing Care Center</i>	<i>Heritage Nursing Care Center</i>
Private	4%	5%	3%
Medicare A	6%	4%	3%
Managed Care	3%	3%	2%
Medicaid	87%	88%	92%
Total	100%	100%	100%

	<i>FYE 12/31/2015</i>	<i>FYE 12/31/2016</i>	<i>YTD 9/30/2017</i>
<i>Payor Mix (% of patient days)</i>	<i>Palm Skilled Nursing Care Ctr</i>	<i>Palm Skilled Nursing Care Ctr</i>	<i>Palm Skilled Nursing Care Ctr</i>
Private	9%	12%	11%
Medicare A	15%	11%	9%
Managed Care	12%	12%	14%
Medicaid	64%	65%	66%
Total	100%	100%	100%

	<i>FYE 12/31/2015</i>	<i>FYE 12/31/2016</i>	<i>YTD 9/30/2017</i>
<i>Payor Mix (% of patient days)</i>	<i>Westford House</i>	<i>Westford House</i>	<i>Westford House</i>
Private	17%	16%	18%
Medicare A	10%	12%	10%
Managed Care	4%	5%	4%
Medicaid	69%	67%	68%
Total	100%	100%	100%

	<i>FYE 12/31/2015</i>	<i>FYE 12/31/2016</i>	<i>YTD 9/30/2017</i>
<i>Payor Mix (% of patient days)</i>	<i>Willow Manor</i>	<i>Willow Manor</i>	<i>Willow Manor</i>
Private	6%	5%	2%
Medicare A	8%	9%	8%
Managed Care	6%	6%	8%
Medicaid	80%	80%	82%
Total	100%	100%	100%

	<i>FYE 12/31/2015</i>	<i>FYE 12/31/2016</i>	<i>YTD 9/30/2017</i>
<i>Payor Mix (% of patient days)</i>	<i>Total GHC Lowell Market</i>	<i>Total GHC Lowell Market</i>	<i>Total GHC Lowell Market</i>
Private	9%	9%	9%
Medicare A	10%	9%	7%
Managed Care	6%	7%	7%
Medicaid	75%	75%	77%
Total	100%	100%	100%

# **Attachment 2**

## **Filing Fee**

Genesis Administrative Services LLC  
101 E. State Street  
Kennett Square PA 19348-3109

Capital One, N.A., Franklin, Louisiana

84-72/652

10/06/2017

03099835

\*\*\*Fifty Two Thousand Six Hundred Ninety Seven Dollars And Ninety Eight Cents\*\*\*

\$52597.98\*\*\*

Pay  
To The  
Order of

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF PUBLIC HEALTH  
Bureau of Health Care Safety & Quality  
99 Chauncy St 11th Floor  
Boston, MA 02111



Authorized Signature

⑈03099835⑈ ⑈065200722⑈ 542057564⑈

DETACH ALONG THIS PERFORATION

0000002602

Commonwealth of Massachusetts

03099835

10/09/2017

\$52597.98\*\*

08030 Div Admin Svcs-Northeast 100417-08030

09/01/201 GENESIS D.O.N. PROJECT

FILING FEE

Amount

Discount

Payment

\$52,697.98

\$0.00

\$52,697.98

\$52,697.98

\$0.00

\$52,697.98



\$52597.98\*\*\*

# **Attachment 3**

## **Notice of Intent**

# Classifieds

(Northern District) Registry of Deeds at Book 12904, Page 85, of which mortgage the undersigned is the present holder by assignment from Mortgage Electronic Registration Systems, Inc., as nominee for Homestead Funding Corp. to the Bank of New York Mellon. The Bank of New York, as trustee for the Certificateholders of CWall, Inc., Alternative Loan Trust 2005-61, Mortgage Pass-Through Certificates, Series 2005-61 dated March 21, 2014 and recorded with said registry on March 24, 2014 at Book 28083 Page 229, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 2:00 p.m. on October 13, 2017, on the mortgaged premises located at 91 FORT HILL AVENUE aka 91-93 FORT HILL AVENUE, LOWELL, Middlesex County, Massachusetts, all and singular the premises described in said mortgage.

TO WIT:  
Exhibit "A"

The land in said Lowell, with the buildings thereon, situated on the westerly side of Fort Hill Avenue, and thus bounded and described:

EASTERLY by said Fort Hill Avenue, sixty (60) feet; SOUTHERLY by Lots 137 and 138 on a plan of land hereinafter mentioned, one hundred sixteen and 57/100 (116.57) feet; WESTERLY by Lots 105 and 104 on said plan, sixty (60) feet; and NORTHERLY by land now or formerly of Mary S. Knapp, one hundred sixteen and 57/100 (116.57) feet.

Being Lot 138 and a part of Lot 139 of a plan of land entitled, "Plan of land in Lowell, Mass., belonging to Ethan A. Smith, Eli W. Hoyt, Freeman B. Shedd, Thomas R. Garity," surveyed 1883 by Osgood and Snell, and recorded with Middlesex North District Registry of Deeds, Plan Book 4, Plan 30. Using the same premises conveyed to us by deed of John A. Pargura et ux dated November 28, 1896 recorded with said Registry, Book 8328, Page 279. For mortgagor's title see deed recorded with the Middlesex North District Registry of Deeds in Book 12536 Page 261. For mortgagor's title see deed recorded with Middlesex County (Northern District) Registry of Deeds in Book 12636, Page 261.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

#### TERMS OF SALE:

A deposit of Ten Thousand (\$10,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon 1201

#### Public Notice

#### PUBLIC ANNOUNCEMENT CONCERNING MERRIMACK VALLEY CENTER

SunBridge Healthcare, LLC, a subsidiary of Genesis Healthcare, LLC and d/b/a as Merrimack Valley Center, 55 Loon Hill Road, Dracut, MA 01826 intends to file with the Department of Public Health a Determination of Need Application to make a substantial capital expenditure by constructing a new skilled nursing facility consisting of 120 licensed beds at 55 Loon Hill Road, Dracut, MA 01826 with a maximum capital expenditure of \$26,348,992. Any Ten Taxpayers of Massachusetts may register in connection with the intended Application no later than November 13, 2017 or thirty (30) days after the filing date by contacting the Department of Public Health Determination of Need Program, 259 Washington Street, 6th Floor, Boston, MA 02108.

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call Margaret Little,  
District Manager  
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uniforms, etc. 603-885-7946

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Leominster

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(978) 454-BACK

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[backtalk@lowellsun.com](mailto:backtalk@lowellsun.com)

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## MARKETPLACE

Plath was amazed by all of the crew members and equipment crammed into the restaurant for filming, the number of takes they took and the level of detail they were concerned with, down to the size of the peanut bowls on the bar.

released "It," another King-inspired movie.

"I was hoping to get a glimpse of him," Elisabeth said, but she only saw extras entering the restaurant through a side door.

Her father, Roy Earley, had hoped to see actor Terry O'Quinn, of "Lost" fame. He's also been a fan of actor Scott Glenn since he was in "The Right Stuff" in 1983. Glenn's most recent appearance was in the HBO series "The Leftovers."

According to sources, Skarsgard and O'Quinn didn't come to Chelmsford, but Glenn likely was in town. The word is that the scene was focused on an

**FROM PAGE ONE / LOCAL / WEATHER**

'scene at his LOWCH restaurant, Cobblestones.

Plath said the filming at Moonstones was a great morale boost for the staff and customers alike.

"We're planning a viewing party when it premieres so we can all yell and scream and raise our glasses when Moonstones is on the big screen," Plath said.

Castle Rock also reportedly filmed at Tewksbury State Hospital last week.

The movie "Proud Mary" also filmed in Lowell this spring.

Follow Alana Melanson  
at [facebook.com/alana.low-  
ellsun](https://www.facebook.com/alana.lowellsun) or on Twitter  
@alanamelanson.

## PUBLIC ANNOUNCEMENT CONCERNING MERRIMACK VALLEY CENTER

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FRIDAY, SEPTEMBER 29, 2017 7



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Your announcement will appear in The Sun on the third Sunday of the month.

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For past examples, please visit [LowellSun.com/Anniversaries](http://LowellSun.com/Anniversaries)  
or [LowellSun.com/Engagements](http://LowellSun.com/Engagements).

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## Inn & Conference Center

**Attachment 4**

**Notification of Parties of  
Record/Insurers/Website**

## Wyser, Barbara

---

**From:** Wyser, Barbara  
**Sent:** Friday, September 29, 2017 2:35 PM  
**To:** 'Mann, Nora (DPH)'; 'Davis, Stephen (DPH)'; 'Alice Bonner,'; 'Daniel Gent,'; 'Sherman Lohnes,'; 'Kate Mills,'; 'Patty McCusker,'; 'Thomas Lane,'; 'Paul Muzhuthett, '  
**Cc:** 'CHIA.Data@MassMail.State.MA.US'; 'HPC-DPHFilings@MassMail.State.MA.US'; LaBate, Wendy (Wendy.LaBate@genesishcc.com); Schermer, Dolores; Rosoff, Alan  
**Subject:** Determination of Need Notice of intent  
**Attachments:** LEGAL PROOF STRATEGIC 2 X 3 SEPT. 29.pdf

I am writing on behalf of Genesis HealthCare, LLC. Pursuant to 105 CMR 100.405 (C), you have been identified as a Party of Record to a Determination of Need Application for a proposed substantial capital expenditure for a new long term care facility. This message is to serve as recognition of the publishing of the Notice of Intent in the Lowell Sun on Friday, September 29, 2017. A copy of the Public Announcement is attached.

Genesis HealthCare, LLC ("Genesis") proposes to file a Determination of Need Application to construct a new 120 bed hybrid skilled nursing center in the Lowell/Dracut area ("Merrimack Valley Center"). Genesis has the opportunity to work collaboratively on this project with Lowell General Hospital, for clinical programming, and the University of Massachusetts Lowell, as an educational setting for the University. Anticipated capital expenditure is \$26,348,992 (October 2017 dollars).

The proposed Merrimack Valley Center allows Genesis to place a state of the art center in the Greater Lowell area, working in concert with key partners, Lowell General Hospital, where Genesis sits on the hospital's Board of Governors, and University of Massachusetts Lowell, where Genesis has a seat on the College of Health Science Advisory Board.

The proposed center will consist of 120 beds (78,621 GSF) to be located in a 4-story design on an approximately 3.5 acre site and adjacent to the future site of a Lowell General outpatient center and physician practice as well as an assisted living currently under construction. The center will offer both short stay rehabilitative care and more traditional long term care.

Genesis has strong relationships along the health continuum in the Greater Lowell area and with the development of this high quality short stay/hybrid clinical programming that continuum will gain a new dimension in the long term care services offered to area seniors.

Specifically, Genesis is working with Lowell General Hospital on a cardiac care telemetry program to meet the hospital's stated need and allow area residents to return from acute care stays in the Boston tertiary hospitals to find sophisticated cardiac services near their homes and families. Further, Genesis is collaborating with the University of Massachusetts Lowell to implement a "teaching SNF" at this new location with coordinated curriculum and practical rotations.

If you have any questions in advance of the Application filing, please contact me.

Sincerely,  
Barbara J. Wyser

*Barbara J. Wyser  
Strategic Care Solutions  
92 Montvale Avenue, Suite 2300  
Stoneham, MA 02180*

# Genesis

September 29, 2017

Kristen Crocket, Supervisor  
National Government Services  
NGS Part A  
Provider Enrollment M  
PO Box 7149  
Indianapolis, IN 46207-7149

VIA EMAIL, FAX & U.S. MAIL  
[Kristen.crockett@wellpoint.com](mailto:Kristen.crockett@wellpoint.com)

**Re: Proposed New Medicare Provider - Dracut, Massachusetts**

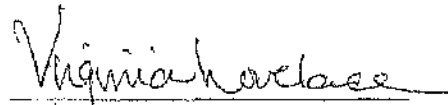
Dear Ms. Crocket:

Genesis Healthcare, Inc., through a subsidiary entity, is constructing a new facility in the Commonwealth of Massachusetts that will operate as a dually certified skilled nursing facility in the Town of Dracut. Pursuant to Massachusetts Determination of Need regulations, we are notifying all future payor sources of our intent to operate this facility and to bill for long term care services. The specifics of this facility are below:

SunBridge Healthcare LLC  
FEIN: 85-0370802  
d/b/a Merrimack Valley Center  
55 Loon Hill Road  
Dracut, Massachusetts 01826  
120 Dually Certified Beds

The estimated time of completion for this proposed long term care center will be 18-24 months following Determination of Need approval. All appropriate local, state and federal documentation will be filed to obtain regulatory approval and compliance. If you have any questions about the above, or need further information, please contact me at the telephone number below or at [virginia.lovelace@genesishcc.com](mailto:virginia.lovelace@genesishcc.com). Thank you for your attention.

Respectfully submitted,

  
Virginia Lovelace  
(505) 468-4742

cc: CMS Boston Regional Office

# Genesis

September 29, 2017

Joel Shapiro -- MassHealth Supervisor  
Maximus, Inc. Medicaid Intermediary  
55 Summer Street  
Boston MA 02111

VIA EMAIL, FAX & U.S. Mail  
Email [JoelShapiro@maximus.com](mailto:JoelShapiro@maximus.com)

**Re: Proposed New Medicaid Provider - Dracut, Massachusetts**

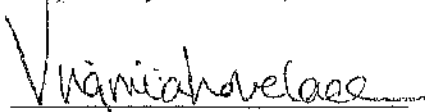
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Respectfully submitted,

  
Virginia Lovelace  
(505) 468-4742

**Wyser, Barbara**

---

**From:** LaBate, Wendy <Wendy.LaBate@genesishcc.com>  
**Sent:** Thursday, October 5, 2017 1:04 PM  
**To:** Wyser, Barbara  
**Subject:** FW: Genesis Public Notice - New Construction - Massachusetts  
**Attachments:** Genesis New Construction - Dracut Massachusetts - Public Notice 10032017.pdf

**From:** Soucy, Scott  
**Sent:** Tuesday, October 03, 2017 8:55 AM  
**To:** Jodi.Colby@fallonhealth.org  
**Cc:** LaBate, Wendy <Wendy.LaBate@genesishcc.com>; Chauvin, Charles <Charles.Chauvin@genesishcc.com>  
**Subject:** Genesis Public Notice - New Construction - Massachusetts

As part of the approval process, Genesis is required to notify payers of its intent to seek approval for a project to construct a new Skilled Nursing Facility in Dracut Massachusetts. Attached is the Public Notice which will serve as your notification and will be published in the local newspaper.

**Scott Soucy** | Sr. Director, Managed Care Business Development

Phone: 978-806-5805 | [Genesishcc.com](mailto:Genesishcc.com)



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## Wyser, Barbara

---

**From:** LaBate, Wendy <Wendy.LaBate@genesishcc.com>  
**Sent:** Thursday, October 5, 2017 1:05 PM  
**To:** Wyser, Barbara  
**Subject:** FW: Genesis Public Notice - New Construction - Massachusetts  
**Attachments:** Genesis New Construction - Dracut Massachusetts - Public Notice 10032017.pdf

---

**From:** Soucy, Scott  
**Sent:** Tuesday, October 03, 2017 8:54 AM  
**To:** jshaw@optum.com  
**Cc:** Bourne, Joe <Joe.Bourne@GenesisHCC.com>; Cahill, Jerry <Jerry.Cahill@genesishcc.com>; LaBate, Wendy <Wendy.LaBate@genesishcc.com>  
**Subject:** Genesis Public Notice - New Construction - Massachusetts

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**Scott Soucy** | Sr. Director, Managed Care Business Development

Phone: 978-806-5805 | [Wendy.LaBate@genesishcc.com](mailto:Wendy.LaBate@genesishcc.com)



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## Wyser, Barbara

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**Sent:** Thursday, October 5, 2017 1:05 PM  
**To:** Wyser, Barbara  
**Subject:** FW: Genesis Public Notice - New Construction - Massachusetts  
**Attachments:** Genesis New Construction - Dracut Massachusetts - Public Notice 10032017.pdf

**From:** Soucy, Scott  
**Sent:** Tuesday, October 03, 2017 8:54 AM  
**To:** Gentleman, Richard J (GentlemanRJ@aetna.com) <GentlemanRJ@aetna.com>  
**Cc:** Cahill, Jerry <Jerry.Cahill@genesishcc.com>; Bourne, Joe <Joe.Bourne@GenesisHCC.com>; LaBate, Wendy <Wendy.LaBate@genesishcc.com>  
**Subject:** Genesis Public Notice - New Construction - Massachusetts

As part of the approval process, Genesis is required to notify payers of its intent to seek approval for a project to construct a new Skilled Nursing Facility in Dracut Massachusetts. Attached is the Public Notice which will serve as your notification and will be published in the local newspaper.

**Scott Soucy** | Sr. Director, Managed Care Business Development

Phone: 978-806-5805, [GentlemanRJ@aetna.com](mailto:GentlemanRJ@aetna.com)



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## **PUBLIC ANNOUNCEMENT CONCERNING MERRIMACK VALLEY CENTER**

SunBridge Healthcare, LLC, a subsidiary of Genesis Healthcare, LLC and d/b/a as Merrimack Valley Center, 55 Loon Hill Road, Dracut, MA 01826 intends to file with the Department of Public Health a Determination of Need Application to make a substantial capital expenditure by constructing a new skilled nursing facility consisting of 120 licensed beds at 55 Loon Hill Road, Dracut, MA 01826 with a maximum capital expenditure of \$26,348,992. Any Ten Taxpayers of Massachusetts may register in connection with the intended Application no later than November 13, 2017 or thirty (30) days after the filing date by contacting the Department of Public Health Determination of Need Program, 250 Washington Street, 6th Floor, Boston, MA 02108.

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4

## Public Announcement Concerning Merrimack Valley Center

SunBridge Healthcare, LLC, a subsidiary of Genesis Healthcare, LLC and d/b/a as Merrimack Valley Center, 55 Loon Hill Road, Dracut, MA 01826 intends to file with the Department of Public Health a Determination of Need Application to make a substantial capital expenditure by constructing a new skilled nursing facility consisting of 120 licensed beds at 55 Loon Hill Road, Dracut, MA 01826 with a maximum capital expenditure of \$26,348,992. Any Ten Taxpayers of Massachusetts may register in connection with the intended Application no later than November 13, 2017 or thirty (30) days after the filing date by contacting the Department of Public Health Determination of Need Program, 250 Washington Street, 6<sup>th</sup> Floor, Boston, MA 02108.

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101 East State Street,  
Kennett Square, PA 19348

# **Attachment 5**

## **Sufficient Interest in the Site**

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made as of June 27, 2017 (the "Effective Date") by and between BROADLOON NOMINEE TRUST, a Massachusetts Nominee Trust, u/d/t dated September 9, 1991 ("Seller"), and 101 DEVELOPMENT GROUP, LLC, a Delaware limited liability company ("Purchaser").

### WITNESSETH:

WHEREAS, Seller is the fee simple owner of approximately 3.67 acres of real property located at 55 Loon Hill Road, Dracut, Massachusetts (the "Land"). The Land is more particularly described on Exhibit A attached hereto and incorporated herein by reference.

WHEREAS, Seller desires to sell to Purchaser the Land, together with all rights and appurtenances pertaining thereto, including, without limitation, all easements, rights of way, waters, development rights, permits, licenses, plans, authorizations and approvals relating to ownership, operation or occupancy of the Land, and other rights and benefits appurtenant thereto, and all right, title and interest of Seller, if any, in and to adjacent streets, alleys and rights-of-way (collectively, the "Property").

WHEREAS, Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. PURCHASE AND SALE OF PROPERTY. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell, transfer, convey and assign to Purchaser, and Purchaser hereby agrees to purchase, acquire and accept from Seller, the Property.

2. PURCHASE PRICE. The purchase price for the Property is Four Hundred Seventy-Five Thousand and 00/100 Dollars (\$475,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

A. Deposit. Within five (5) business days after the parties' mutual execution and delivery of this Agreement, Purchaser shall deposit with Fidelity National Title Insurance Company, 399 Sturges Avenue, Mansfield, Ohio 44903, Attn: Suzanne Rippel ("Escrow Agent" or "Title Company") a deposit in the amount of Forty-Five Thousand Dollars (\$45,000.00) (together with all interest accrued thereon, the "Deposit").

B. Investment of Deposit; Escrow Agreement. The Deposit shall be held by the Escrow Agent in an interest-bearing account maintained at a federally-insured depository until Closing (as hereinafter defined) or the earlier expiration or termination of this Agreement. If Closing occurs, the Deposit shall be paid to Seller and credited against the balance of the

Purchase Price payable at Closing in accordance with the terms and conditions of this Agreement.

C. **Payment of Balance of Purchase Price.** At Closing, Purchaser shall pay to Seller the balance of the Purchase Price, less the Deposit and subject to adjustments and apportionments set forth in this Agreement, by wire transfer of immediately available federal funds.

3. **TITLE.**

A. **Title Commitment.** Purchaser, at its sole cost and expense, shall obtain a title commitment concerning the Land (the "**Commitment**") issued by Title Company and, if elected by Purchaser, a survey of the Land (the "**Survey**"). On or before the date which is ten (10) days prior to the expiration of the Due Diligence Period (as defined below), Purchaser shall notify Seller in writing ("**Purchaser's Title Notice**") of any conditions, defects, liens, encumbrances or other items appearing as exceptions in the Commitment or Survey which are unsatisfactory to Purchaser, other than Permitted Exceptions ("**Title Objections**"). If Purchaser has timely delivered Purchaser's Title Notice, then Seller shall notify Purchaser within five (5) days after delivery of Purchaser's Title Notice ("**Seller's Notice Period**") that (i) Seller will cure such Title Objections, in which event this condition shall be deemed satisfied as to such matter(s) and Seller shall be obligated to remove or cure such matter on or before the Closing, or (ii) Seller shall not cure such Title Objections. Seller shall be deemed to have cured any Title Objections if Seller (x) removes such Title Objections at or prior to Closing, or (y) causes the Title Company to provide at or prior to Closing an affirmative endorsement insuring Purchaser over the effect of such Title Objections. If no election is made by Seller prior to the expiration of Seller's Notice Period, Seller shall be conclusively deemed to have elected not to cure such Title Objections. If Seller notifies Purchaser that it will not cure such Title Objection(s) or is deemed to elect not to cure such Title Objections, then, within five (5) days after the expiration of the Seller's Notice Period, Purchaser may elect to either: (i) waive in writing the Title Objections and proceed to Closing, in which case such Title Objections waived by Purchaser shall be deemed Permitted Exceptions (as hereafter defined) or (ii) terminate this Agreement by providing written notice of such termination to Seller.

B. **New Exceptions.** Purchaser may, at or prior to Closing, notify Seller in writing ("**Purchaser's Subsequent Title Notice**") of any new exceptions to title not reflected on the Commitment or Survey but raised or reflected in any update or "bringdown" of the Commitment or Survey thereafter received by Purchaser (such new exceptions, "**New Title Defects**," and any such updates or "bringdowns," each, a "**Title Update**"). Purchaser's Subsequent Title Notice must be given on or before the earlier of (A) ten (10) days after Purchaser receives the Title Update or (B) Closing, and must be accompanied by a copy of the Title Update. Within five (5) days after receipt of Purchaser's Subsequent Title Notice (but in all events at or prior to the Closing Date), Seller shall notify Purchaser in writing whether Seller elects to cause such New Title Defects to be cured. If Seller elects to cure such New Title Defects, Seller shall have until the Closing Date to cure the same and for this purpose Seller shall also be entitled to a reasonable adjournment of the Closing if additional time is required, but in no event shall the adjournment exceed ten (10) days after the scheduled Closing Date. If Seller elects not to cure all of the New Title Defects, Purchaser shall either (i) waive in writing the New

Title Defects and proceed to Closing, in which case such New Title Defects waived by Purchaser shall be deemed Permitted Exceptions or (ii) terminate this Agreement by providing written notice of such termination to Seller.

C. **Effect of Termination.** Upon Purchaser's termination of this Agreement in accordance with Sections 3A or 3B, the Deposit and any Extension Payment (as hereafter defined) shall be returned to Purchaser, and this Agreement shall, without any further action by Purchaser or Seller, become null and void, and all of the parties to this Agreement shall be released from any and all further obligations or liabilities hereunder, other than those which expressly survive the termination of this Agreement.

D. **Condition of Title.** Good and marketable fee simple title to the Property shall be conveyed by Seller to Purchaser at Closing by quitclaim deed (the "**Deed**") in substantially the form attached hereto as **Exhibit B**. Title to the Property shall be such as will be insured as good and marketable (at Purchaser's sole cost and expense) by the Title Company at regular rates pursuant to the standard stipulations and conditions of the most current form of ALTA Policy of Title Insurance, free and clear of all liens and encumbrances, except for the Permitted Exceptions (the "**Title Policy**"). The term "**Permitted Exceptions**" as used herein shall mean (i) any exceptions appearing in the Commitment or Survey or any Title Update which are not objected to in writing by Purchaser or which are objected to, but which objections are thereafter waived as expressly provided in this Agreement; and (ii) real estate taxes for the calendar year which are a lien but not yet due and payable.

E. **Voluntary Liens.** Notwithstanding the foregoing provisions or anything to the contrary contained in this Agreement, Seller shall be required to cure and satisfy, on or prior to the Closing Date or, if not so satisfied, shall be satisfied at Closing out of the proceeds otherwise payable to Seller, all Voluntary Liens (as hereafter defined). The term "**Voluntary Liens**" shall collectively mean the following: (i) any mortgage, deed of trust or other encumbrance evidencing outstanding indebtedness caused by Seller, (ii) any mechanic's, materialman's or supplier's liens resulting from work performed at the Property by Seller, and (iii) any judgment, lien or encumbrance of a fixed and ascertainable amount which is able to be resolved by the payment of money, which judgment, lien or encumbrance is created with Seller's consent or as a result of Seller's act or omission.

#### 4. **DUE DILIGENCE PERIOD; ACCESS TO PROPERTY.**

A. **Purchaser's Investigations.** Purchaser shall have until the date which is ninety (90) days after the Effective Date (the "**Due Diligence Period**") to inspect the Property and all documents and information related to the Property or the development thereof, including but not limited to, the physical and environmental condition of the Property, and to perform such zoning, land development, engineering and feasibility studies as Purchaser reasonably deems appropriate (the "**Investigations**"). Purchaser and its employees, agents, engineers, consultants and other representatives are hereby given the right to enter upon the Property during the Due Diligence Period for the purpose of conducting the Investigations. Purchaser shall not conduct or permit any invasive environmental investigations, such as a Phase II site assessment, on, at or under the Property ("**Invasive Testing**") without the Seller's prior written consent as to the nature and scope of such Invasive Testing, which consent shall not be unreasonably withheld,

conditioned or delayed. All "Investigations" and/or "Invasive Testing" shall be at Purchaser's sole cost and expense, subject to Section 13B below.

B. **Restoration; Indemnification.** Purchaser agrees to return the Property to substantially the same condition existing before Purchaser's Investigations. Purchaser hereby agrees to indemnify and hold Seller absolutely harmless from and against any and all claims, demands, actions, suits, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, costs and expenses, for injury to persons and damage to property caused by Purchaser's entry upon the Property and the performance (by Purchaser or its duly authorized employees, agents, engineers, consultants or other representatives) of the Investigations, including, without limitation, any lien asserted against the Property arising as a result of any such Investigations, but excluding liability for any pre-existing conditions discovered on the Property except to the extent the same have been exacerbated as a result of Purchaser's Investigations. The obligations of this Section 4B shall survive Closing or the earlier expiration or termination of this Agreement.

C. **Insurance.** Purchaser, at its sole expense, shall obtain and maintain during any period of access to the Property, and shall cause all of its independent contractors or consultants ("**Consultants**") to obtain and maintain during any period of access to the Property, commercial general liability insurance with limits of not less than \$1,000,000 combined single limit for claims arising from bodily injury and/or property damage, written on an "occurrence" basis. All insurance policies hereunder shall name Seller as an additional insured. Prior to entering the Property, Purchaser or the Consultants, whichever of them is then entering the Property, shall, upon Seller's written request, provide Seller with a certificate(s) of insurance evidencing that the foregoing policies of insurance have been obtained and are in full force and effect.

D. **Purchaser's Termination.** If Purchaser determines for any reason or no reason that the Property is not suitable, Purchaser shall have the right, at its option, to terminate this Agreement by giving written notice to Seller to such effect on or prior to the expiration of the Due Diligence Period (the "**Due Diligence Expiration Date**"). If Purchaser timely delivers notice to Seller of its election to terminate this Agreement, the Deposit shall be returned to Purchaser and this Agreement shall, without any further action by Purchaser or Seller, become null and void, and all of the parties to this Agreement shall be released from any and all further obligations or liabilities hereunder, other than those which expressly survive the termination of this Agreement. If Purchaser does not terminate this Agreement in accordance with this Section 4D, the Deposit shall become non-refundable to Purchaser (except in the event of a Seller default hereunder, in which case, the Deposit shall be refundable to Purchaser) on the Due Diligence Expiration Date.

## 5. **DEVELOPMENT APPROVALS.**

A. **Purchaser's Development.** Seller and Purchaser agree that Purchaser is purchasing the Property for the purpose of developing the Property for use as a skilled nursing facility and ancillary uses (the "**Purchaser's Intended Use**"). Purchaser, at Purchaser's sole cost and expense, shall have the right to make application for, pursue and obtain prior to Closing, but Closing shall not be conditioned on receipt of: (i) all final, non-appealable zoning and land

development approvals and permits, including, without limitation, special exceptions, conditional use permits, zoning variances and building permits from the appropriate city, county and state governmental authorities and quasi-governmental authorities (each, an "**Authority**," and collectively, the "**Authorities**") as required by law and/or deemed reasonably necessary by Purchaser to commence construction of on and off-site improvements for Purchaser's Intended Use (the "**Development Approvals**"); (ii) a Certificate of Need or Determination of Need for 120 beds issued by the applicable Authority(ies) in connection with Purchaser's development of the Property for Purchaser's Intended Use (the "**CON**"); and (iii) such other licenses, approvals or certifications from the applicable Authorities as may be necessary in connection with Purchaser's development of the Property for Purchaser's Intended Use (the "**Public Health Approvals**"; the Development Approvals, CON and Public Health Approvals are hereafter referred to collectively as the "**Approvals**"). If Purchaser is required to provide evidence of its right to pursue the Approvals, Seller agrees to allow Purchaser to deliver to the requesting party a redacted copy of this Agreement, or in the alternative, a consent executed by Seller in form and substance reasonably acceptable to Seller and the requesting party.

B. **Seller's Cooperation.** Seller agrees to reasonably cooperate with Purchaser at all times on or prior to Closing (or any earlier termination of this Agreement) in pursuing and obtaining the Approvals.

6. **DISCLAIMER OF WARRANTIES.** PURCHASER AGREES THAT IT WILL PERFORM SUCH EXAMINATIONS AND INVESTIGATIONS OF THE PROPERTY AND THE PHYSICAL CONDITION THEREOF AS IT DEEMS NECESSARY PRIOR TO CLOSING, AND THAT PURCHASER SHALL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY INSTRUMENT OR DOCUMENT DELIVERED BY SELLER AT CLOSING ("**CLOSING DOCUMENT**"), PURCHASER IS PURCHASING THE PROPERTY IN ITS "AS IS" AND "WHERE IS" CONDITION AND WITH ALL FAULTS AND EXISTING DEFECTS (PATENT AND LATENT). EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT, PURCHASER IS NOT RELYING ON ANY AGREEMENT, UNDERSTANDING, CONDITION, WARRANTY, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE), OR REPRESENTATION MADE BY SELLER OR ANY AGENT, AFFILIATE, REPRESENTATIVE, EMPLOYEE OR PRINCIPAL OF SELLER OR ANY OTHER PARTY AS TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY OR THE AREAS SURROUNDING THE PROPERTY; THE INCOME OR EXPENSES FROM OR OF THE PROPERTY; THE BOOKS AND RECORDS RELATING TO THE PROPERTY; THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE BUILDING OR FIRE CODES OR OTHER FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS; THE PRESENCE OF ANY HAZARDOUS SUBSTANCES AT, ON, UPON OR UNDER THE PROPERTY, OR THE PRESENCE OF ANY ENVIRONMENTALLY HAZARDOUS WASTES OR MATERIALS ON OR UNDER THE PROPERTY; OR ANY PERMITTED USE OR THE ZONING CLASSIFICATION OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT, SELLER SHALL HAVE NO LIABILITY TO PURCHASER WITH RESPECT TO THE CONDITION OF THE

PROPERTY UNDER COMMON LAW, OR ANY FEDERAL, STATE, OR LOCAL LAW OR REGULATION. PURCHASER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT, NONE OF SELLER NOR ANY AGENT, AFFILIATE, REPRESENTATIVE, EMPLOYEE OR PRINCIPAL OF SELLER NOR ANY OTHER PARTY ACTING ON BEHALF OF SELLER, HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY SUCH AGREEMENT, CONDITION, REPRESENTATION OR WARRANTY EITHER EXPRESSED OR IMPLIED. SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY MATERIALS, DATA, OR INFORMATION DELIVERED TO PURCHASER BY SELLER OR ANY THIRD PARTIES IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT. PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS SECTION 6 SHALL SURVIVE THE CLOSING OR THE EARLIER EXPIRATION OR TERMINATION OF THIS AGREEMENT.

7. **CLOSING; CLOSING PROCEDURE.**

A. **Closing.** Subject to Section 7B below, the closing of the sale of the Property hereunder (the "**Closing**") will take place pursuant to an escrow-style closing with the Escrow Agent on the date (the "**Closing Date**") which is thirty (30) days after the Due Diligence Expiration Date, or such other date as mutually agreed by the parties. Funds shall be deposited into and held by Escrow Agent in a closing escrow account. Upon satisfaction or completion of all closing conditions and deliveries, the parties shall direct Escrow Agent to immediately record and deliver the closing documents to the appropriate parties and make disbursements according to the closing statements executed by Seller and Purchaser.

B. **Purchaser's Right to Extend Closing Date.** Purchaser shall have the right to extend the Closing Date for up to one (1) additional period of one (1) month (the "**Extension Period**") provided that Purchaser (i) notify Seller in writing on or before the then-scheduled Closing Date of Purchaser's election to extend the Closing Date (the "**Extension Notice**") and (ii) deliver to Escrow Agent within two (2) business days of such Extension Notice the sum of Five Thousand Dollars (\$5,000) (the "**Extension Payment**") payable in the form of a cashier's check or wire transfer of immediately available funds. The Extension Payment (if any) is in addition to the Deposit and shall not be credited against the Purchase Price at Closing.

C. **Conditions Precedent to Closing.**

(1) **Seller's Conditions Precedent.** In addition to all other conditions set forth herein, Closing and the Seller's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or Purchaser's waiver thereof in writing) on or prior to the Closing Date:

(a) **Representations and Warranties.** Purchaser's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and the Closing Date, except for representations and warranties made as

of, or limited by, a specific date, which will be true and correct in all material respects as of the specified date or as limited by the specified date.

(b) **Closing Deliveries.** As of the Closing Date, Purchaser shall have tendered all deliveries to be made at Closing.

(c) **No Default.** Purchaser shall not be in material default under this Agreement.

(2) **Purchaser's Conditions Precedent.** In addition to all other conditions set forth herein, Closing and the Purchaser's obligations to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions (or Purchaser's waiver thereof in writing) on or prior to the Closing Date:

(a) **Title Policy.** The Title Company shall be prepared to issue, upon payment of the title premium and charges therefor, the Title Policy.

(b) **Representations and Warranties.** Seller's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and the Closing Date, except for representations and warranties made as of, or limited by, a specific date, which will be true and correct in all material respects as of the specified date or as limited by the specified date.

(c) **Closing Deliveries.** As of the Closing Date, Seller shall have tendered all deliveries to be made at Closing, including, without limitation, the Deed.

(d) **No Default.** Seller shall not be in material default under this Agreement.

(3) **Failure of Conditions.** So long as a party is not in default hereunder, if any condition to such party's obligation to proceed with the Closing hereunder has not been satisfied as of the Closing Date, such party may, in its sole discretion, terminate this Agreement (in which case the Deposit shall be released to the terminating party unless Section 13A or Section 13B is applicable with respect to the terminating party) by delivering written notice to the other party on or before the Closing Date, or elect to close, notwithstanding the non-satisfaction of such condition, in which event such party shall be deemed to have waived any such condition.

D. **Seller's Deliveries in Escrow.** On or before the business day immediately prior to the Closing Date, Seller shall deliver or cause to be delivered in escrow to Escrow Agent the following:

(1) **Deed.** The Deed, duly executed and acknowledged by Seller;

(2) **Conveyancing or Transfer Tax Forms or Returns.** Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Seller or Seller, as necessary, by applicable state and local law in connection with the conveyance of the Property;

(3) **FIRPTA**. A Foreign Investment in Real Property Tax Act affidavit in the form of **Exhibit C** hereto, executed by Seller;

(4) **General Assignment**. A general assignment assigning to Purchaser all of Seller's right, title and interest in and to any permits, licenses, plans, authorizations and approvals relating to ownership, operation or occupancy of the Property, substantially in the form of **Exhibit D** to this Agreement;

(5) **Title Affidavit**. A title affidavit and such other affidavits as may be reasonably required by the Title Company.

(6) **Bring Down Certificate**. A certificate from Seller indicating whether each of the representations contained in Section 9A is true and correct in all material respects as of the Closing Date, and identifying any representation which is not true and correct in all material respects as of the Closing Date. The occurrence of such change which is not permitted hereunder shall, if adverse to Purchaser, constitute the non-fulfillment of the condition set forth in Section 7C(2)(b); if, despite changes or other matters described in such certificate, Purchaser determines to proceed and the Closing occurs, Seller's representations set forth in this Agreement shall be deemed to have been modified by all statements made in such certificate.

(7) **Authority**. Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the underwriter for the Title Policy, including, without limitation, a beneficiary assent certificate and a trustees' certificate.

(8) **Additional Documents**. Any additional documents that Purchaser, Escrow Agent, the Title Company or Purchaser's lender may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Seller or result in any new or additional obligation, covenant, representation or warranty of Seller under this Agreement beyond those expressly set forth in this Agreement).

E. **Purchaser's Deliveries in Escrow**. On or before the business day immediately prior to the Closing Date, Purchaser shall deliver in escrow to Escrow Agent the following:

(1) **Conveyancing or Transfer Tax Forms or Returns**. Such conveyancing or transfer tax forms or returns, if any, as are required to be delivered or signed by Purchaser by applicable state and local law in connection with the conveyance of the Property;

(2) **Authority**. Evidence of the existence, organization and authority of Purchaser and of the authority of the persons executing documents on behalf of Purchaser reasonably satisfactory to the underwriter for the Title Policy; and

(3) **Bring Down Certificate**. A certificate from Purchaser indicating whether each of the representations contained in Section 9C is true and correct in all material respects as of the Closing Date, and identifying any representation which is not true and correct in all material respects as of the Closing Date. The occurrence of such change which is

not permitted hereunder shall, if adverse to Seller, constitute the non-fulfillment of the condition set forth in Section 7(C)(1)(a); if, despite changes or other matters described in such certificate, Seller determines to proceed and the Closing occurs, Purchaser's representations set forth in this Agreement shall be deemed to have been modified by all statements made in such certificate.

(4) **Additional Documents.** Any additional documents that Seller, Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement (provided, however, no such additional document shall expand any obligation, covenant, representation or warranty of Purchaser or result in any new or additional obligation, covenant, representation or warranty of Purchaser under this Agreement beyond those expressly set forth in this Agreement).

F. **Closing Statements.** On or prior to the Closing Date, Seller and Purchaser shall deposit with Escrow Agent an executed closing statement consistent with this Agreement in the form required by Escrow Agent.

G. **Purchase Price.** Purchaser shall deliver to Escrow Agent the Purchase Price, less the Deposit credited against the Purchase Price in accordance with this Agreement, plus or minus applicable prorations and adjustments, in immediately available funds wired for credit into Escrow Agent's escrow account, which funds must be delivered in a manner to permit Escrow Agent to deliver good funds to Seller or its designee on the Closing Date (and, if requested by Seller, by wire transfer).

H. **Possession.** Possession of the Property shall be delivered to Purchaser at Closing unoccupied and free of any leases, other claims to or rights of possession by delivery of the Deed. Prior to Closing hereunder, Seller shall clean the Property of surface trash, debris, equipment, vehicles, signs and billboards.

## 8. **PRORATIONS AND ADJUSTMENTS.**

A. **Real Estate Taxes.** All real estate taxes and other state and local taxes, charges and assessments affecting the Property for the current tax period, if any, shall be prorated on a per diem basis as of midnight on the day preceding the Closing Date with all items of income and expense for the Property being borne by Purchaser on and after the Closing Date. Except as set forth in Section 9A(8) below, if on the Closing Date the Property shall be affected by any special assessment, all installments of any such assessment due prior to Closing shall be paid and discharged by Seller and all installments due after Closing shall be paid and discharged by Purchaser. If the Closing occurs prior to Seller's receipt of the tax bill for real estate or school district taxes for the current tax period in which the Closing occurs, Purchaser and Seller shall prorate taxes for such tax period based upon the most recent tax bills available. If the proration provided for in this Section 8A is not based upon the actual taxes for the tax period in which the Closing occurs, the parties shall adjust such proration when the actual taxes are known.

B. **Utility Charges.** All charges for water, sewer rental, gas, and all other utilities, if any, shall be prorated as of the day immediately preceding the Closing Date. If the consumption of any of the foregoing is measured by meters, the Seller shall not earlier than three (3) days prior to the date of the Closing, obtain a reading of each such meter. If there is no such

meter or if the bills for any of the foregoing have not been issued prior to the Closing Date, the charges therefore shall be adjusted at the Closing on the basis of the charges for the prior period for which bills were issued and shall be further adjusted when the bills for the current period are issued.

C. **Closing Costs.** Purchaser shall pay the cost of (i) any survey prepared at Purchaser's request, (ii) any title insurance premium and related title fees (including, without limitation, the cost of any endorsements and search and exam fees), (iii) all fees for recording the deed and any mortgage evidencing Purchaser's financing, and (iv) all escrow fees incurred in connection with the transactions contemplated herein. Seller will be responsible for (i) all transfer taxes, and (ii) all fees for recording any instruments to evidence the removal of the Voluntary Liens. Each party shall be responsible for paying its own attorneys' fees. Except as otherwise expressly provided in this Agreement, all other closing costs will be paid in accordance with local custom.

D. **Survival.** The provisions of this Section 8 shall survive Closing.

9. **REPRESENTATIONS AND WARRANTIES; COVENANTS.**

A. **Representations and Warranties of Seller.** In order to induce Purchaser to enter into this Agreement and purchase the Property, and with full knowledge that Purchaser is relying thereon, Seller hereby warrants and represents to Purchaser as of the Effective Date and as of the Closing Date, as follows:

(1) **Power to Perform.** Seller owns fee simple title to the Property. Seller (i) is duly organized and validly existing under the laws of the State in which it was organized, (ii) is authorized to do business in the State in which the Property is located, (iii) has duly authorized the execution and performance of this Agreement, and (iv) to Seller's actual knowledge, such execution and performance will not conflict with or result in the breach of any law, judgment, order, writ, injunction, decree, rule or regulation, or conflict with or result in the breach of any other agreement, document or instrument to which Seller is a party (including, without limitation, the limited partnership agreement or other organizational documents of Seller) or by which it or the Property is bound or affected. This Agreement is the valid and legally binding obligation of Seller, enforceable against Seller in accordance with its terms.

(2) **No Contracts.** There are no management, employment, service, equipment, supply, maintenance, water, sewer, or other utility or concession agreements or agreements with municipalities (including improvement or development escrows or bonds) with respect to or affecting the Property which will burden the Property or Purchaser after Closing in any manner whatsoever, except for instruments of record.

(3) **No Leases.** There are no oral or written leases, agreements of sale, options, tenancies, licenses or any other claims to possession affecting the Property or any portion thereof.

(4) **No Options.** No party has, any right or option to acquire the Property or any portion thereof.

(5) **Condemnation, Etc.** Seller has not received written notice from any Authority regarding any change to the zoning classification of the Property, any condemnation proceedings with respect to the Property or any proceedings to widen or realign any street or highway adjacent to the Property.

(6) **No Violations.** Seller has no knowledge of, and has received no notice from, any Authorities asserting any violation of any federal, state, county or municipal laws, ordinances, codes, orders, regulations or requirements affecting any portion of the Property, including, without limitation, any applicable environmental laws or regulations.

(7) **No Litigation.** There is no action, suit, investigation or proceeding pending or, to the knowledge of Seller, threatened against or affecting Seller or the Property or any portion thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality

(8) **No Assessments for Public Improvements.** No assessments or charges for any public improvements have been made against the Property which remain unpaid, no improvements to the Property or any roads or facilities abutting the Property have been made or ordered for which a lien, assessment or charge can be filed or made, and Seller has no knowledge of any plans for improvements by any Authority which might result in a special assessment against the Property.

(9) **Subdivision.** The Property has been duly subdivided in accordance with all applicable laws and constitutes an independent tract of land for all applicable zoning, subdivision and taxation purposes. The current zoning classification of the Property is "B-3."

(10) **Utilities.** There is available to the boundary line of the Property (either at a public street adjacent to the Property or through valid easements and rights of way included in the Property) public storm and sanitary sewer lines, public water lines and public utility company electric, gas and telephone lines.

(11) **Sewer Moratoriums.** Seller has no knowledge of and has received no notice of any present or threatened ban, moratorium or other limitation of any kind on new connections or additional flows to the sewage treatment plant serving or to serve the Property or the conveyance facilities leading to such sewage treatment plant.

(12) **Environmental Condition.** Except as set forth herein, (i) no Hazardous Materials (as defined below) have been generated, released, stored, placed, treated or disposed of in, on or under the Property; (ii) no aboveground or underground storage tanks are now, or have been in the past, located in, on or under the Property; and (iii) no Environmental Claim (as defined below) has been asserted against or with respect to Seller or the Property. "Hazardous Materials" means any substance regulated by any governmental authority, including any material or substance which is: (A) defined as a "hazardous waste", "hazardous material", or "hazardous substance" under any Environmental Law (as defined below); (B) petroleum or petroleum products; (C) asbestos; (D) poly chlorinated biphenyl; and (E)

radioactive material. "**Environmental Laws**" means all federal, state and local environmental and health and safety statutes, ordinances, codes, rules, guidelines, regulations, orders and decrees. "**Environmental Claim**" means any administrative, regulatory or judicial action, suit, demand, claim, lien, notice of non-compliance or violation, investigation or proceeding under any applicable Environmental Law, including (y) by governmental or regulatory authorities for enforcement, cleanup, removal, response, remedial or other actions or damages pursuant to any applicable Environmental Law, and (z) by any third party for damages, contribution, indemnification, cost recovery, compensation or injunctive relief resulting from Hazardous Materials or arising from alleged injury or threat of injury to health, safety or the environment as a result of the presence of Hazardous Materials.

If Seller at any time receives notice, or otherwise has knowledge or information relating to any one or more of the Hazardous Materials at, under, upon, near or otherwise affecting or threatening the Property, then Seller agrees to provide to Purchaser all information and data as to such Hazardous Materials immediately upon receipt of same.

Seller acknowledges that any investigations made by Purchaser related to Hazardous Materials under this Agreement, shall not, in any way be deemed a waiver by Purchaser of any rights Purchaser may otherwise have.

(13) . **Not Historic Property.** Neither the Property nor any portion thereof has been registered, listed, designated, included or certified, and there are no pending or, to the knowledge of Seller, threatened, proceedings to register, list, designate, include or certify all or any portion of the Property, as "historic" by any local, state or federal governmental entity or historic commission.

(14) **Intentionally Deleted.**

(15) **No Real Estate Tax Appeals, Roll-Back Taxes or Abatements.** There is no proceeding pending for the adjustment of the assessed valuation of all or any portion of the Property for real estate tax purposes, and no portion of the Property is the subject of any abatement, reduction, deferral or "roll back" with regard to real estate taxes, nor any other agreement or arrangement whereby the Property may be subject to the imposition of real estate taxes after the Closing Date on account of periods of time prior to the Closing Date. In the event there is any abatement, reduction or deferral in effect with respect to all or any portion of the real estate taxes or assessments applicable to the Property, Seller shall pay any rollback taxes required by law.

(16) **Seller not a "Prohibited Person".** Neither Seller nor its members or managers, nor any person or entity that directly owns a 10% or greater equity interest in Seller is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action. To Seller's knowledge, Seller's activities do not violate the International Money

Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder.

(17) **FIRPTA**. Seller is not a "foreign person" within the meaning of Sections 1445 and 7701 the Internal Revenue Code of 1986, as amended (hereinafter, the "**Code**").

The representations and warranties of Seller set forth in Section 9A shall survive Closing.

B. **Covenants of Seller**. Prior to Closing:

(1) **Maintenance of Property**. Seller shall maintain all of its current insurance policies on or affecting the Property, and shall maintain the Property in a reasonable, professional and prudent manner, and kept in reasonably good condition at all times.

(2) **No Alterations**. Seller shall not make or permit to be made any alterations, improvements, or additions to the Property without the prior written consent of Purchaser, which consent shall not be unreasonably withheld or delayed by Purchaser.

(3) **Books and Records**. At reasonable times following reasonable notice, Purchaser, its accountants, architects, attorneys, engineers, contractors and other representatives shall be afforded reasonable access, at Purchaser's sole cost and expense, (i) to the Property to inspect, measure, appraise, test and make surveys of the Property and (ii) to all books, records and files relating to the Property. Purchaser shall have the right, at Purchaser's expense, to make copies of all such books and records; provided, however, that Purchaser shall return all copies of such books and records if Closing does not occur under this Agreement. Seller shall cooperate with Purchaser's reasonable requests in connection with Purchaser's review of the books, records and files relating to the Property.

(4) **Compliance with Laws**. Seller shall comply with all laws affecting the Property and shall maintain in full force and effect all licenses, permits and approvals necessary for the ownership or operation of the Property.

(5) **Notifications**. Seller shall notify Purchaser promptly of the occurrence of any of the following:

(a) Seller's receipt of notice of eminent domain proceedings or condemnation of or affecting the Property or any portion thereof;

(b) Seller's receipt of notice from any Authorities or insurance underwriters relating to the condition, use or occupancy of the Property, or any portion thereof, or any real property adjacent to the Property, or setting forth any requirements with respect thereto;

(c) Seller's receipt of notice of any actual or threatened litigation against Seller or affecting or relating to the Property, or any portion thereof;

(d) Seller's receipt of notice from any party alleging that Seller is in default of its obligations under any permit or agreement affecting the Property, or any portion or portions thereof; and

(e) Any event, action, fact or occurrence that would affect any of the representations, warranties, covenants, or agreements of Seller contained in this Agreement or which would cause any of the same to be false or misleading.

(6) **No Contracts**. No contract for or on behalf of or affecting all or any portion of the Property shall be negotiated or entered into which cannot be terminated by Seller prior to Settlement without charge, cost, penalty or premium.

(7) **No Leases**. Seller shall not enter into any leases for all or any portion of the Property.

C. **Representations and Warranties of Purchaser**. In order to induce Seller to enter into this Agreement and sell the Property, and with full knowledge that Seller is relying thereon, Purchaser hereby warrants and represents to Seller as of the Effective Date and the Closing Date, as follows:

(1) **Power to Perform**. Purchaser (i) is duly organized and validly existing under the laws of the State in which it was organized, (ii) is authorized to do business in the State in which the Property is located, (iii) has duly authorized the execution and performance of this Agreement, and (iv) to Purchaser's actual knowledge, such execution and performance will not conflict with or result in the breach of any law, judgment, order, writ, injunction, decree, rule or regulation, or conflict with or result in the breach of any other agreement, document or instrument to which Purchaser is a party (including, without limitation, the limited partnership agreement or other organizational documents of Purchaser) or by which it is bound or affected. This Agreement is the valid and legally binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

(2) **Litigation**. To Purchaser's actual knowledge, there is no action, proceeding, litigation or investigation pending or threatened against Purchaser, which could have an adverse effect on Purchaser's ability to consummate the transactions contemplated under this Agreement.

10. **RISK OF LOSS**. Seller shall bear the risk of all loss or damage to the Property from all causes, except those caused by Purchaser during site testing, until Closing.

11. **CONDEMNATION**. Seller covenants and warrants that Seller has not heretofore received any notice of any condemnation proceeding or other proceeding in the nature of eminent domain in connection with the Property. If prior to Closing any such proceeding is commenced or any change is made, or proposed to be made, to the current means of ingress and egress to the Property or to the roads or driveways adjoining the Property, or to change such ingress or egress or to change the grade thereof, or to reduce the total square footage of the Property by 5,000 square feet of land or more, Seller agrees immediately to notify Purchaser thereof. Purchaser then shall have the right, at Purchaser's option, to terminate this Agreement by giving written notice to Seller within thirty (30) days after receipt of such notice, and upon

such termination, the Deposit shall be returned to Purchaser and this Agreement shall, without any further action by Purchaser or Seller, become null and void, and all of the parties to this Agreement shall be released from any and all further obligations or liabilities hereunder, other than those which expressly survive the termination of this Agreement. If Purchaser does not so terminate this Agreement, Purchaser shall proceed to Settlement hereunder as if no such proceeding had commenced and will pay Seller the full Purchase Price in accordance with this Agreement; Seller shall assign to Purchaser all of its right, title and interest in and to any compensation for such condemnation, Seller shall not negotiate or settle any claims for compensation prior to Settlement, and Purchaser shall have the sole right (in the name of Purchaser or Seller or both) to negotiate for, to agree to and to contest all offers and awards.

12. **REAL ESTATE BROKERS.** Each party hereto represents and warrants to the other that it has not employed or retained any broker or finder in connection with the transaction contemplated by this Agreement which would entitle such person to a fee or commission in connection with this transaction, other than Edge Group, Inc. ("**Purchaser's Broker**") and Century 21 G.J. Brown ("**Seller's Broker**," and together with Purchaser's Broker, the "**Brokers**"). Except for the Brokers, each party hereby agrees to indemnify and hold the other harmless from and against any loss, cost, claim, demand or expense (including reasonable attorneys' fees) which may be incurred or sustained by such other party by virtue of any claim for fee or commission made against it by any broker or other person claiming through the other party to this Agreement. At Closing, Seller agrees to pay all commissions due the Brokers in accordance with a separate agreement or agreements between Seller and the Brokers.

13. **DEFAULT.**

A. **Purchaser's Default.** If Purchaser (i) fails to perform Purchaser's material obligations under this Agreement, and such failure continues for more than five (5) days after receipt of written notice from Seller, or (ii) fails to consummate Closing on the Closing Date (as the same may be extended by Purchaser), in either case for reasons other than Seller's default hereunder, Seller shall be entitled, as its sole remedy, to be paid the full amount of the Deposit as liquidated damages, and upon Seller's receipt of such sums, this Agreement shall be null and void and the parties shall be relieved of all further obligations and liabilities hereunder except those which expressly survive termination of this Agreement. Purchaser and Seller hereby agree that the full amount of the Deposit represents their good faith estimate of Seller's damages (and not a penalty) in the event of Purchaser's default, and that it would be extremely difficult to calculate Seller's actual damages in such event. Nothing in this Section 13A shall limit or impair Seller's rights or remedies with respect to the indemnities or other obligations of Purchaser that survive termination of this Agreement.

B. **Seller's Default.** If Seller (i) fails to perform Seller's material obligations under this Agreement, and such failure continues for more than five (5) days after receipt of written notice from Purchaser, or (ii) fails to consummate Closing on the Closing Date (as the same may be extended by Purchaser), in either case for reasons other than Purchaser's default hereunder, Purchaser shall be entitled, as its sole remedy, either to (x) terminate this Agreement and receive a return of the Deposit and any Extension Payment and, notwithstanding any provisions to the contrary in this Agreement, Seller shall immediately reimburse Purchaser for all reasonable out-of-pocket costs and expenses incurred by Purchaser in connection with this

Agreement and the Property, including but not limited to title company charges, engineering fees, environmental consultants' fees, architects' fees, legal fees and other similar charges, provided, in no event shall Seller's obligation to reimburse Purchaser under this Section exceed \$40,000; (y) seek specific performance of Seller's obligations hereunder or pursue any other form of injunctive relief; or (z) if Seller intentionally or willfully fails to consummate Closing or if specific performance is not available as a remedy, Purchaser shall have the right to pursue any and all rights and remedies at law or in equity.

14. **GENERAL PROVISIONS.**

A. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

B. **Assignment.** Purchaser may not assign this Agreement without first obtaining Seller's written consent, which shall not be unreasonably withheld, delayed or conditioned; provided, however, Purchaser may, without Seller's consent but with written notice to Seller, assign its right, title and interest in and to this Agreement to any affiliate of Purchaser or to an entity which will provide financing for the purchase of the Property pursuant to a lease or similar financing arrangement between Purchaser and such entity.

C. **Indemnity by Seller.** Provided that Closing has taken place hereunder, Seller agrees to indemnify and hold harmless Purchaser from and against, and to reimburse Purchaser with respect to any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) asserted against or incurred by Purchaser by reason of or arising out of (a) a breach of any representation or warranty of Seller as set forth in this Agreement, (b) the failure of Seller to perform any obligation required by this Agreement to be performed by it, and (c) the ownership of the Property prior to Closing. The provisions of this Section shall survive Closing.

D. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior negotiations, understandings and agreements of any nature whatsoever with respect to the subject matter hereof. No amendment, waiver or discharge of any provision of this Agreement shall be effective against either party unless that party shall have consented thereto in writing.

E. **Survival.** The provisions of this Agreement that expressly provide for performance after the Closing and the obligations of the parties not fully performed at the Closing (other than any unfulfilled closing conditions which have been waived or deemed waived by the other party) shall survive the Closing and shall not be deemed to be merged into or waived by the instruments of Closing.

F. **Invalidity and Waiver.** If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and, to the greatest extent legally possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a

waiver of such party's right to enforce against the other party the same or any other such term or provision in the future.

G. **Further Assurances.** In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by either party at Closing, each party agrees to perform, execute and deliver, but without any obligation to incur any additional liability or expense, on or after the Closing any further deliveries and assurances as may be reasonably necessary to consummate the transactions contemplated hereby or to further perfect the conveyance, transfer and assignment of the Property to Purchaser.

H. **Governing Law.** This Agreement shall be governed, interpreted, and construed in accordance with the laws of the Commonwealth of Massachusetts.

I. **WAIVER OF TRIAL BY JURY.** SELLER AND PURCHASER HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY THEM AGAINST THE OTHER(S) ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED AND DELIVERED BY A PARTY IN CONNECTION HEREWITH.

J. **Notices.** All notices, requests and other communications under this Agreement shall be in writing and shall be sent by recognized overnight delivery service providing positive tracking of items (for example, Federal Express), addressed as follows:

(1) If to Purchaser:

c/o Genesis HealthCare LLC  
101 East State Street  
Kennett Square, Pennsylvania 19348  
Attn: Law Department

and

Cozen O'Connor  
One Liberty Place  
1650 Market Street, Suite 2800  
Philadelphia, Pennsylvania 19103  
Attn: Kelly Shinn, Esq.

(2) If to Seller:

Gerald F. Moore, Esq.  
50 Crestwood Drive  
Hollis, NH 03049

(3) If to Title Company or Escrow Agent:

Fidelity National Title Insurance Company  
399 Sturges Avenue  
Mansfield, Ohio 44903  
Attn: Suzanne A. Rippel

Each party shall have the right to designate other or additional addresses or addressees for the delivery of notices, by giving notice of the same to the other party hereto (such other or additional addresses or addressees being effective from and after the date of receipt of notice of the same by the other party.) Notices may be given on behalf of a party by such party's legal counsel. Each such notice, demand, request or other communication shall be deemed to have been given upon the next business day after deposit thereof with a recognized overnight delivery service.

K. **Captions.** Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

L. **Time is of the Essence.** Time is of the essence of this Agreement and all of its terms and conditions.

M. **Attorneys' Fees.** In the event of any litigation arising out of this Agreement, unless otherwise specifically provided herein, each party shall be responsible for its own attorneys' fees and costs.

N. **No Partnership.** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest.

O. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Facsimile and .PDF copies of executed counterparts of this Agreement shall be deemed originals.

P. **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included at, unless such last day is a Saturday, Sunday or legal holiday for national banks in the location where the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The last day of any period of time described herein shall be deemed to end at 5:00 p.m. Philadelphia, Pennsylvania time.

Q. **Section 1031 Exchange.** Either party may consummate the purchase or sale (as applicable) of the Property as part of a so-called like kind exchange (an "Exchange") pursuant to § 1031 of the Code, provided that: (a) the Closing shall not be delayed or affected by reason of the Exchange nor shall the consummation or accomplishment of an Exchange be a condition precedent or condition subsequent to the exchanging party's obligations under this Agreement, (b) the exchanging party shall effect its Exchange through an assignment of this Agreement, or its rights under this Agreement, to a qualified intermediary, (c) neither party shall

be required to take an assignment of the purchase agreement for the relinquished or replacement property or be required to acquire or hold title to any real property for purposes of consummating an Exchange desired by the other party; and (d) the exchanging party shall pay any additional costs that would not otherwise have been incurred by the non-exchanging party had the exchanging party not consummated the transaction through an Exchange (such payment obligation shall survive Closing or any termination of this Agreement). Neither party shall by this Agreement or acquiescence to an Exchange desired by the other party have its rights under this Agreement affected or diminished in any manner or be responsible for compliance with or be deemed to have warranted to the exchanging party that its Exchange in fact complies with § 1031 of the Code.

R. **No Recording.** Without the prior written consent of both parties, there shall be no recordation of either this Agreement or any memorandum hereof, or any affidavit pertaining hereto.

S. **Confidentiality.** Seller and Purchaser agree to keep the provisions of this Agreement confidential and not to disclose said terms, provisions or information to any person or entity whatsoever, except as set forth in Section 5A of this Agreement and as provided below. Notwithstanding the foregoing, disclosure of the foregoing confidential information to the following parties shall be permitted provided that Seller and Purchaser shall use their reasonable efforts to cause their respective parties to maintain the confidentiality of such information in accordance with the terms hereof: (i) any party's affiliates, investors, directors, officers, employees, representatives, agents and advisors, including, without limitation, attorneys, accountants, auditors, investment bankers and third party business professionals or consultants (including brokers, insurance and marketing consultants), (ii) in connection with litigation or in response to any subpoena or other legal process requiring the production or disclosure hereof, (iii) to the IRS or any applicable regulatory authority, (iii) to any proposed lender of Purchaser, or (iv) otherwise as required of any party by applicable law or order. The provisions of this Section shall survive Closing and any termination of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto the day and year first above written.

**SELLER:**

**BROADLOON NOMINEE TRUST**, a Massachusetts  
Nominee Trust, u/d/t dated September 9, 1991

By: Joseph E. Daigle by Gerard F. Moore,  
Joseph E. Daigle, Trustee attorney-in-fact.  
6-17-17

**PURCHASER:**

**101 DEVELOPMENT GROUP, LLC**

By: \_\_\_\_\_  
Michael Berg, Assistant Secretary

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto the day and year first above written.

**SELLER:**

**BROADLOON NOMINEE TRUST**, a Massachusetts  
Nominee Trust, u/d/t dated September 9, 1991

By: \_\_\_\_\_  
Joseph E. Daigle, Trustee

**PURCHASER:**

**101 DEVELOPMENT GROUP, LLC**

By:  \_\_\_\_\_  
Michael Berg, Assistant Secretary

### **ACKNOWLEDGMENT OF ESCROW AGENT**

Escrow Agent hereby acknowledges receipt of the foregoing Agreement, and agrees to perform its duties as Escrow Agent in accordance with the terms and provisions of the Agreement.

**FIDELITY NATIONAL TITLE INSURANCE  
COMPANY**

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

Name:

Title:

Date:

**EXHIBIT A**

**DESCRIPTION OF LAND**

A certain parcel of land situated at the southerly side of Loon Hill Road in Dracut, Massachusetts, and being shown as Lot 3, containing app. 3.67 acres (159,865 square feet, more or less) on a plan entitled, "Subdivision Plan of Land in Dracut, MA for Gorman Management Trust" dated January 26, 2004, and recorded with Middlesex North Registry of Deeds, Plan Book 214, Plan 74.

**EXHIBIT B**

**FORM OF DEED**

**QUITCLAIM DEED**

**BROADLOON NOMINEE TRUST**, a Massachusetts Nominee Trust, u/d/t dated September 9, 1991, with an address at [\_\_\_\_\_] ("Grantor"), for and in consideration of Four Hundred and Seventy-Five Thousand Dollars (\$475,000.00) paid, grants to [\_\_\_\_\_] whose tax bill mailing address is c/o Genesis Healthcare LLC, 101 E. State Street, Kennett Square, Pennsylvania 19348, Attn: Law Department ("Grantee"), with QUITCLAIM COVENANTS, the land with the buildings thereon (if any), situated in the Town of Dracut, Middlesex County, Massachusetts, bounded and described as follows:

See Legal Description attached hereto as **Exhibit "A,"**

**Property Address:** 55 Loon Hill Road.

**UNDER AND SUBJECT** to matters of record, to the extent valid and enforceable and still applicable to the above described premises.

Being a portion of the premises conveyed by Deed from Joseph E. Daigle and Leila M. Daigle, husband and wife, dated September 9, 1991, and recorded with the Middlesex County Registry of Deeds in Book 5641, page 5, excepting that portion conveyed to Civic Village Corporation by Deed dated June 7, 2004 and recorded with the Middlesex County Registry of Deeds in Book 17423, Page 35.

IN WITNESS WHEREOF, the undersigned has signed, acknowledged and delivered this instrument as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**BROADLOON NOMINEE TRUST,** a  
Massachusetts Nominee Trust, u/d/t dated  
September 9, 1991

By: \_\_\_\_\_  
Joseph E. Daigle, Trustee

STATE OF \_\_\_\_\_ :  
 :  
COUNTY OF \_\_\_\_\_ :

SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned notary public, personally appeared Joseph E. Daigle, proved to me through satisfactory evidence of identification, which was his Driver's License, who, being by me duly sworn (or affirmed), did say that he is the Trustee of Broadloom Nominee Trust, and acknowledged to me that he, being duly authorized, signed the foregoing instrument on behalf of said Trust as the free act and deed of said Trust.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Record and Return to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

A certain parcel of land situated at the southerly side of Loon Hill Road in Dracut, Massachusetts, and being shown as Lot 3, containing app. 3.67 acres (159,865 square feet, more or less) on a plan entitled, "Subdivision Plan of Land in Dracut, MA for Gorman Management Trust" dated January 26, 2004, and recorded with Middlesex North Registry of Deeds, Plan Book 214, Plan 74.

**EXHIBIT C**

**FORM OF FIRPTA**

**FIRPTA CERTIFICATE**

Section 1445 of the Internal Revenue Code provides that a transferee (purchaser) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform the transferee (purchaser) that withholding of tax is not required upon the disposition of a U.S. real property interest by **BROADLOON NOMINEE TRUST**, a Massachusetts Nominee Trust, u/d/t dated September 9, 1991 ("Transferor"), Transferor hereby certifies:

(a) Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).

(b) Transferor's Federal Employer Identification Number is: \_\_\_\_\_

(c) Transferor's office address is:

\_\_\_\_\_  
\_\_\_\_\_

(d) Transferor is not a disregarded entity as defined in Section 1.445-2(b)(2)(iii).

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

*[Signature Page to Follow]*

Transferor declares that it has examined this certification and to the best of its knowledge and belief, it is true, correct and complete, and further declares that the individual executing this certification on behalf of Transferor has full authority to do so.

**BROADLOON NOMINEE TRUST**, a  
Massachusetts Nominee Trust, u/d/t dated  
September 9, 1991

By: \_\_\_\_\_  
Joseph E. Daigle, Trustee

**EXHIBIT D**

**FORM OF GENERAL ASSIGNMENT**

**GENERAL ASSIGNMENT**

**BROADLOON NOMINEE TRUST**, a Massachusetts Nominee Trust, u/d/t dated September 9, 1991 ("Seller"), in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by [\_\_\_\_\_] a [\_\_\_\_\_] ("Purchaser"), the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell and convey unto Purchaser all of its right, title and interest in and to all assignable permits, licenses, plans, authorizations and approvals relating to ownership, operation or occupancy of the real property legally described on the attached **Exhibit A**.

**TO HAVE AND TO HOLD THE SAME** unto the Purchaser, its successors and assigns forever.

This General Assignment may be executed in counterparts, by facsimile or PDF, each of which shall be deemed an original, but which together shall constitute one entire original General Assignment.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the Seller has caused these presents to be executed and delivered on and as of \_\_\_\_\_.

**BROADLOON NOMINEE TRUST**, a  
Massachusetts Nominee Trust, u/d/t dated  
September 9, 1991

By: \_\_\_\_\_  
Joseph E. Daigle, Trustee

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

A certain parcel of land situated at the southerly side of Loon Hill Road in Dracut, Massachusetts, and being shown as Lot 3, containing app. 3.67 acres (159,865 square feet, more or less) on a plan entitled, "Subdivision Plan of Land in Dracut, MA for Gorman Management Trust" dated January 26, 2004, and recorded with Middlesex North Registry of Deeds, Plan Book 214, Plan 74.



WS Property Group  
1557 South Piazza Drive  
Bloomington, IN 47401  
office: 812.332.9579  
fax: 812.332.0261  
[www.WSPropertyGroup.com](http://www.WSPropertyGroup.com)

October 31, 2017

101 Development Group, LLC  
SunBridge Healthcare, LLC  
Natalie Holland  
101 East State Street  
Kennett Square, PA 19348

Re: Development and Operation of Long-Term Care Facility  
Lowell/Dracut, Massachusetts

Dear Ms. Holland:

Below are the principle terms of the agreement between WS Property Group (its successor or assign, "WSPG"), 101 Development Group, LLC ("101") and SunBridge Healthcare, LLC ("SunBridge"):

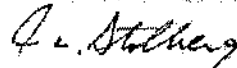
- 101 has entered into a contract to purchase land on which a hybrid skilled nursing care facility is intended to be developed in the Lowell/Dracut, Massachusetts area (the "Dracut Facility");
- WSPG and Genesis Administrative Services, LLC, an affiliate of Genesis Healthcare, Inc., have entered into an agreement pursuant to which WSPG and 101 will form a joint venture entity ("JV") for the purpose of the JV developing and owning the Dracut Facility (the "Agreement");
- 101 will assign its rights under the land purchase contract to the JV and the JV will purchase the land and develop the Dracut Facility;
- Pursuant to the Agreement, the JV will lease the facility to SunBridge (both 101 and SunBridge are subsidiaries of Genesis Healthcare, Inc.);
- The term of the lease will be twenty (20) years;
- SunBridge will operate the Dracut Facility using the d/b/a of Merrimack Valley Center; and
- The Agreement is subject to the receipt of a Determination of Need, the final negotiation of a lease agreement between the JV and SunBridge, and other customary matters.



Please sign below to acknowledge your agreement with the above terms, which remain subject to the full Agreement.

Very truly yours,

WS PROPERTY GROUP

By   
Name: Eric C. Stolberg  
Title: President

Agreed and accepted this 6<sup>th</sup> day of November, 2017.

101 DEVELOPMENT GROUP, LLC

By   
Name:  
Title: **Michael Berg**  
Assistant Secretary

SUNBRIDGE HEALTHCARE, LLC

By   
Name:  
Title: **Michael Berg**  
Assistant Secretary

# **Attachment 6**

## **Zoning Compliance**



## Town of Dracut Building / Zoning Department.

62 Arlington St.  
Dracut, MA 01826

Tel: (978) 454-0603  
Fax: (978) 937-9885

### Proposed Use Zoning Compliance Determination. (Zoning By-law 1.11.2)

6/12/2017

Updated 7/24/2017

**Owner:** Broadloom Nominee Trust

**Property Address:** 55 Loon Hill Rd.

**Existing Use:** Vacant Land.

**Proposed Use:** 120 bed rehabilitation nursing facility, with associated gym and telemetry unit.

**Zoning District:** B3

**Permitted Use?** Yes. See comments.

#### Comments:

The proposed use is permitted "by right" in the B-3 zone. See Zoning By-law 2.11.43 and 2.11.30.  
A Special Town Meeting on 6/28/17 rezoned (to B3) that portion of the property previously zoned R1.  
Update, based on a site plan dated 6/20/17.

- Proposed building (52', 4 stories) would need variance for height and number of stories. (2.12.50) Variance was granted at a meeting on 7/20/2017
- Buffering requirement is 20' side, 30' rear. Plan shows approx. 15' side and 12' rear. Variance required. (3.14.40) Variance granted 7/20/17
- Driveway entrance appears to be within 150' of driveway for 9 Loon Hill Rd. Variance required, or shared entrance (3.10.41(1)) Variance granted 7/20/17

This zoning determination represents a good faith effort to determine zoning compliance, but must not be considered a definitive document. It is dependent upon the accuracy of the information provided by the applicant, and may be subject to review or change by the Zoning Board of Appeals or a court of law. Before acting on any zoning matter, you are strongly advised to seek help from a qualified attorney.

This decision may affect your legal rights. In regard to zoning matters, you have the right to file an appeal with the Zoning Board of Appeals pursuant to Massachusetts General Laws, chapter 40A, Section 8 and 15.

Dan McLaughlin  
Inspector of Buildings.

# **Attachment 7**

## **Independent CPA Analysis**

Financial Feasibility and Reasonableness of the Proposed  
Construction of a 120-bed hybrid skilled nursing facility in  
Dracut, Massachusetts

Financial Feasibility and Reasonableness of the Proposed  
Construction of a 120-bed hybrid skilled nursing facility in  
Dracut, Massachusetts

**Financial Feasibility and Reasonableness of the Proposed Construction of a 120-bed hybrid skilled nursing facility in Dracut, Massachusetts**

Strategic Care Solutions, LLC. ("SCS") has performed an analysis of the financial projections prepared by Genesis Healthcare, Inc. ("Genesis") detailing the projected operations of SunBridge Healthcare, LLC d/b/a Merrimack Valley Center ("Merrimack"), a 120-bed hybrid skilled nursing facility to be built in Dracut, MA. This report details our analysis and findings with regard to the reasonableness of assumptions used in the preparation of the projected financial information of Merrimack as prepared by Genesis. This report is to be included by SunBridge Healthcare, LLC in its Determination of Need (DON) Application Factor 4(a) and should not be distributed or relied upon for any other purpose.

Relevant Background Information

Genesis Healthcare, Inc. ("Genesis") is one of the nation's leading providers of both short term and long term skilled nursing care services. Genesis is committed to providing optimal care to its patients and residents. Merrimack will be a hybrid skilled nursing facility which will include aspects of a traditional long term care nursing facility with the short term care program model.

Refer to Section 2.1 of the DON application for a detailed description of Genesis, Merrimack and the proposed transaction.

Scope of Analysis

The scope of this report is limited to an analysis of the five year financial projection ("Projection") prepared by Genesis and a review of the supporting documentation in order to render an opinion as to the reasonableness of assumptions used in the preparation and the feasibility of the Projection.

Our understanding of Genesis and the project as well as the analysis of the Projection are based upon a detailed review of the following relevant information:

1. Five-Year Pro-forma Financial Statement
2. Acquisition Model – Financing Dracut dated 8/10/2017
3. Company web site: [www.genesishcc.com/](http://www.genesishcc.com/)
4. Various news publications and other public information about the Company
5. Medicare.gov Nursing Home Compare web site
6. Massachusetts Senior Care Association 2017 annual employment survey
7. Determination of Need Application Instructions dated March 2017
8. Determination of Need Factor 1

This report is based upon prospective financial information provided to us by Management. The information was not audited by a certified public accountant. If the underlying data were audited, then the overall results may differ from those provided. Accordingly, we do not express an opinion or any other assurances on the underlying data presented or relied upon in this report or the achievability of the results projected by Genesis.

#### Key Financial and Statistical Projections

This section summarizes our review of the reasonableness of the assumptions used and feasibility of the Projections. The following table portrays Merrimack's key financial and statistical information including but not limited to total revenue, EBITDARM (Earnings before Interest, taxes, depreciation, amortization, rent and management fee), occupancy, and payor mix:

<b>Key Financial and Statistical Indicators</b>					
	<b>2019 *</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Total Revenue	15,028,201	17,838,029	18,283,980	18,741,080	19,209,607
Expenses:					
Wages and benefits	6,504,551	7,066,235	7,242,891	7,423,963	7,609,562
Other operating expenses	5,703,091	6,506,678	6,657,078	6,811,238	6,969,253
Total Operating Expenses	12,207,642	13,572,913	13,899,969	14,235,201	14,578,815
EBITDARM	2,820,559	4,265,116	4,384,011	4,505,879	4,630,792
Management fees	601,128	713,521	731,359	749,643	768,384
Average Daily Census	93.8	112.0	112.0	112.0	112.0
# of beds	120.0	120.0	120.0	120.0	120.0
Occupancy %	78.2%	93.3%	93.3%	93.3%	93.3%
Payor Mix (% of patient days)					
Private	8.9%	8.9%	8.9%	8.9%	8.9%
Medicare A	32.7%	32.1%	32.1%	32.1%	32.1%
Medicaid	28.3%	31.3%	31.3%	31.3%	31.3%
Managed Care	30.1%	27.7%	27.7%	27.7%	27.7%
	100.0%	100.0%	100.0%	100.0%	100.0%
Lease Coverage Ratio	1.36	1.61	1.63	1.65	1.67

\* denotes ramp up period for facility

## Revenues and Census

Total revenue mainly consists of Net Patient Service Revenue, which is further broken down into its four main categories: Private, Medicare, Managed Care, and Medicaid. We analyzed the revenue by category by analyzing the census and the reimbursement rates. We then compared these against the revenue and census numbers of traditional nursing homes within a 5 mile radius of the proposed construction site.

<u>Payor Mix (% of patient days)</u>	<u>Merrimack Valley Center</u>	<u>Traditional Nursing Home *</u>
Private	9%	6%
Medicare A	32%	12%
Managed Care	28%	11%
Medicaid	31%	71%
Total	100%	100%

\* Average payor mix for selected traditional nursing homes

Merrimack's census, and therefore, its revenues have a higher concentration of Medicare and Managed Care patients and a lower concentration of Medicaid than a traditional nursing home as evidenced above. The higher concentration of Medicare and Managed Care results from the following:

- Establishment of a cardiac care telemetry program in partnership with Lowell General Hospital. This program will also attract area residents returning from acute care stays in Boston tertiary hospitals.
- Proposed site is adjacent to planned Lowell General Hospital Medical Office space which will offer Urgent Care, a Patient Service Center (including Phlebotomy, X-Ray and Ultrasound), a Diabetes Clinic, Endocrinology and Primary Care.
- Proposed site will abut The Arbors Assisted Living at Dracut which opened in July 2017.
- In 2017, Hallmark Health network joined Wellforce, parent company of Tufts Medical Center and Circle Health (including Lowell General Hospital). This addition will provide Merrimack access to many new and potential referrals.

Based on our analysis, it is our opinion that the revenue assumptions contained in the Projection are reasonable.

## Operating Expenses

Operating Expenses in a skilled nursing facility can be broken down into the following two major categories:

### 1. Salaries and Benefits

SCS received and reviewed the staffing hours, paying close attention to the direct nursing care hours as direct care nursing salary represents 68% of total salaries. Direct Care consists of the nursing staff that care for the resident on a daily basis and include Registered Nurses, Licensed Practical Nurses and Certified Nursing Assistants. We compared the direct care hours to both the Massachusetts and National direct care hours (see below) noting that Merrimack's numbers were in line with both.

	<b>Merrimack Valley Center</b>	<b>Massachusetts Average</b>	<b>National Average</b>
Total Licensed Staff	1 hour and 42 minutes	1 hour and 45 minutes	1 hour and 41 minutes
RN	1 hour and 7 minutes	55 minutes	50 minutes
LPN	36 minutes	50 minutes	51 minutes
CNA	2 hours and 35 minutes	2 hours and 20 minutes	2 hours and 27 minutes
Overall	4.3 hours per patient day	4.1 hours per patient day	4.1 hours per patient day

SCS also reviewed the wage rates assigned to each salary category. We compared these wage rates to the rates listed in the Massachusetts Senior Care Association 2017 annual employment survey. The survey provides comprehensive information on employment related data and trends and is based on self-reported data by 194 respondents, representing about half of Massachusetts nursing facilities. The wage rates used in the financial projections fall within the range for Middlesex County as presented in the annual employment survey.

## 2. Other operating expenses

We reviewed the other operating expenses for reasonableness within the context of the construction project. In addition, we compared the other operating expenses against expenses of the traditional nursing homes within a 5 mile radius of the proposed construction site. While many of the categories of operating expenses were in line with those of the traditional nursing home, there were some categories (ancillary expenses) that were greater than those of the traditional nursing home. However, this seems reasonable given the hybrid nature of the facility and the propensity to serve a more short-stay, skilled population.

## Lease Coverage

101 Development Group ("101"), a subsidiary of Genesis, has entered into a purchase and sale agreement to purchase the land in Dracut. 101 will enter into a Joint Venture with WS Property Group where the Joint Venture will develop and construct the hybrid skilled nursing care facility. Once constructed, the Joint Venture will lease the facility to Merrimack.

As part of our procedures, we reviewed the lease term letter, the underlying debt term letter and the lease coverage ratio calculation provided by management. The lease coverage ratio was calculated by taking EBITAR (earnings before interest, taxes, amortization and rent) divided by lease payment. The calculated ratio for each of the five projected years was greater than the minimum lease coverage ratio of 1.20 as provided by Management.

## Feasibility

SCS analyzed the financial projections and reviewed the lease coverage ratio calculation for Merrimack as prepared by management. We considered multiple sources of information while performing our review including industry information. Based on our review of the Projections and the relevant supporting documentation, we determine that the project is reasonable and based upon feasible financial assumptions.

# **ATTACHMENT 8**

## **Corporate Documents**



**OFFICE OF THE SECRETARY OF STATE**

**NEW MEXICO**

**CERTIFICATE OF COMPARISON**

OF

**SUNBRIDGE HEALTHCARE, LLC**

**1416049**

The Office of the Secretary of State certifies that the attached is a true and complete copy of the 47 page document on file in this office,

This Certification is in accordance with section:

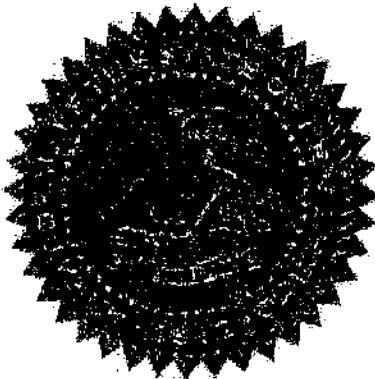
**53-19-69 NMSA 1978.**

Dated : July 18, 2013

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.

A handwritten signature in cursive script, reading "Dianna J. Duran", is written over a horizontal line.

**Dianna J. Duran**  
**Secretary of State**



STATE OF NEW MEXICO



CERTIFICATE OF INCORPORATION

OF

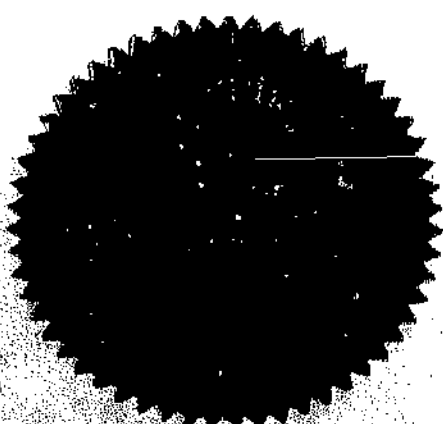
SUNRISE HEALTHCARE CORPORATION

1416049

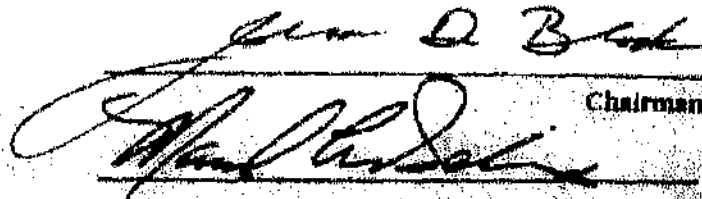
The State Corporation Commission certifies that duplicate originals of the Articles of Incorporation attached hereto, duly signed and verified pursuant to the provisions of the BUSINESS Corporation Act, have been received by it and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the State Corporation Commission issues this Certificate of Incorporation and attaches hereto a duplicate original of the Articles of Incorporation.

Dated: DECEMBER 7, 1988



In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the Seal of said Commission to be affixed at the City of Santa Fe

  
Chairman

ARTICLES OF INCORPORATION  
OF  
SUNRISE HEALTHCARE CORPORATION

DEC 07 1988

CORPORATION

DEPT

The undersigned, acting as incorporator of a corporation under the New Mexico Business Corporation Act, adopts the following Articles of Incorporation for such corporation:

FIRST: The name of the corporation is SUNRISE HEALTHCARE CORPORATION.

SECOND: The purposes for which the corporation is organized are to own and operate nursing home facilities and to provide nursing home care for the residents of those facilities, together with any and all ancillary health services and any and all other things permitted by the New Mexico Business Corporation Act.

THIRD: The aggregate number of shares which the corporation shall have authority to issue is 100,000 shares of common capital stock, \$1.00 par value.

FOURTH: The shareholders shall have no preemptive right to acquire unissued or treasury shares, or securities convertible into such shares, or carry a right to prescribe to or acquire shares.

FIFTH: The name of its initial registered agent and the street address and city of the initial registered office in New Mexico are:

Gordon L. Skarsgard  
4001 Indian School Road, NE #200  
Albuquerque, New Mexico 87110

SIXTH: The number of directors constituting the initial board of directors is one, and the name and address of the person who is to serve as director until the first annual meeting of shareholders or until his successors are elected and qualify is:

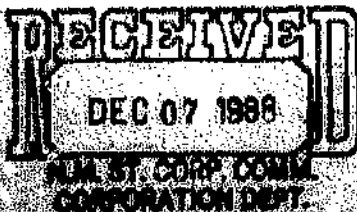
Gordon L. Skarsgard      4001 Indian School Rd, NE #200  
Albuquerque, New Mexico 87110

SEVENTH: The name and address of the incorporator is:

Gordon L. Skarsgard      4001 Indian School Rd, NE #200  
Albuquerque, New Mexico 87110

Dated this 30<sup>th</sup> day of November, 1988.

  
Incorporator



DEC 07 1988

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT OF CORPORATION  
BY DESIGNATED INITIAL REGISTERED AGENT

DEPT

To The State Corporation Commission  
State of New Mexico

STATE OF NEW MEXICO        )  
                                  ) ss.  
COUNTY OF BERNALILLO    )

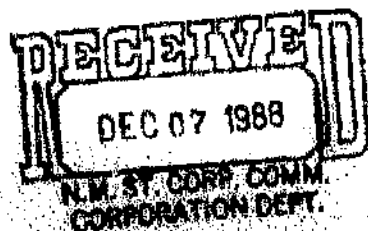
On this 30<sup>th</sup> day of November, 1988, before me, a Notary Public in and for the State and County aforesaid, personally appeared Gordon L. Skarsgard, who is to me known to be the person and who, being by me duly sworn, acknowledged to me that he does hereby accept his appointment as the initial Registered Agent of Sunrise Healthcare Corporation, the Corporation which is named in the annexed Articles of Incorporation, and which is applying for a Certificate of Incorporation pursuant to the provisions of the Business Corporation Act of the State of New Mexico.

*Gordon L. Skarsgard*  
Registered Agent

Subscribed and sworn to before me on the day, month and year first above set forth.

*Donna G. Sawyer*  
Notary Public

My commission expires:  
*Jan 28, 1990*



STATE OF NEW MEXICO



OFFICE OF  
**THE STATE CORPORATION COMMISSION**

RESTATED CERTIFICATE OF INCORPORATION

OF

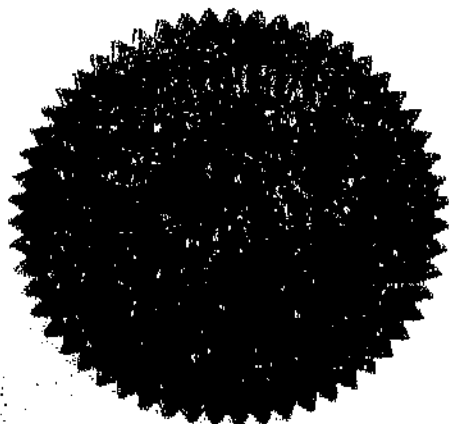
SUNRISE HEALTHCARE CORPORATION

3011566


The State Corporation Commission certifies that duplicate originals of the Restated Articles of Incorporation attached hereto, duly signed and verified pursuant to the provisions of the BUSINESS Corporation Act, have been received by it and are found to conform to law.

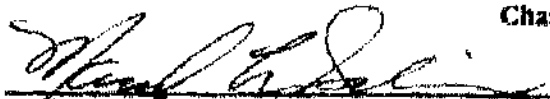
Accordingly, by virtue of the authority vested in it by law, the State Corporation Commission issues this Restated Certificate of Incorporation and attaches hereto a duplicate original of the Restated Articles of Incorporation.

Dated: FEBRUARY 21, 1989



In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the Seal of said Commission to be affixed at the City of Santa Fe

  
Chairman

  
Director

FEB 21 1989

RESTATED  
ARTICLES OF INCORPORATION  
OFSUNRISE HEALTHCARE CORPORATION CORPORATION DEPT.  
A New Mexico Corporation

KNOW ALL MEN BY THESE PRESENTS:

The individuals named herein, being natural persons of the age of eighteen (18) years or more, acting as the Officers of a corporation under the Business Corporation Act, adopts the following restated Articles of Incorporation for such corporation.

FIRST: The name of the corporation is SUNRISE HEALTHCARE CORPORATION.

SECOND: The term for which the corporation shall exist is perpetual.

THIRD: The purposes for which the corporation is organized are to own and operate nursing home facilities and to provide nursing home care for the residents of those facilities, together with any and all ancillary health services and any and all other things permitted by the New Mexico Business Corporation Act (53-11-1 to 53-18-12 NMSA, 1978 Comp).

FOURTH: The aggregate number of shares which the corporation shall have authority to issue is 100,000 shares of common capital stock, \$1.00 par value.

FIFTH: There shall be only one class of stock which shall be common capital stock, \$1.00 par value, but all stock shall be restricted by the corporation retaining the right to redeem its issued and outstanding stock at book value from shareholders who fail to qualify as eligible shareholders under Subchapter "S" of the Internal Revenue Code after the shareholders representing a simple majority of the corporate stock issued and outstanding have voted to have the corporation elect to be taxed as a small business under Subchapter "S". The stock of the corporation shall be further restricted to provide the absolute right of the corporation to have the right of first refusal in accordance with the same terms and conditions as any stockholder has agreed to accept as consideration for the transfer or encumbrance of its stock. The corporation shall have 60 days after actual receipt of written notice to pay the price and to agree to the terms and conditions as set forth in the notice. The shareholder providing notice shall be free to consummate its transaction with the 3rd party if the corporation fails to act within 60 days after actual receipt of written notice. Cumulative voting shall not be permitted.

SIXTH: There shall ~~be~~ no stock issued in series.

SEVENTH: The shareholders shall have no preemptive right to acquire unissued or treasury shares, or securities convertible into such shares, or carry a right to prescribe to or acquire shares.

EIGHTH: The Corporation may enter into contracts or transact business with one or more of its directors, officers or stockholders, or with any corporation, association, trust company, organization or other concern in which any one or more of its directors, officers or stockholders are directors, officers, trustees, beneficiaries, or stockholders, or otherwise interested in other contracts or transactions in which any one or more of its directors, officers or stockholders is in any way interested; and, in the absence of fraud, no such contract or transaction shall be invalidated or in any wise affected by the fact that such directors, officers, or stockholders of the Corporation have, or may have, interests which are, or might be adverse to, the interests of the Corporation, even though the vote or action of directors, officers or stockholders having such adverse interests may have been necessary to obligate the Corporation upon such contract or transaction. At any meeting of the Board of Directors of the Corporation which shall authorize or ratify any such contract or transaction, any such director or directors may vote or act thereat with like force and effect as if he had not such interest, provided in such case the nature of such interest (though not necessarily the extent or details thereof) shall be disclosed, or shall have been known to the directors or a majority thereof. A general notice that a director or officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure as to such director or officer with respect to all contracts and transactions with such corporation or other concern. No director shall be disqualified from holding office as director or officer of the corporation by reason of any such adverse interests. In the absence of fraud, no director, officer or stockholder having such adverse interest shall be liable to the Corporation or to any stockholder or creditor thereof, or to any other person for any loss incurred by it under or by reason of such contract or transaction, nor shall any such director, officer or stockholder be accountable for any gains or profits realized thereon.

NINTH: In accordance with Section 53-11-4.1, NMSA 1978 Comp, the Corporation shall indemnify any and all persons who may serve or who have served in their official capacity at any time as directors or officers, or who at the request of the Board of directors of the Corporation may serve or at any time have served in their official capacity as directors or officers of another corporation

in which the Corporation at such time owned or may own shares of stock or of which it was or may be a creditor, and their respective heirs, personal representatives, successors and assigns, against any and all expenses, including amounts paid upon judgments, counsel fees and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceedings in which they, or any of them, are made parties or a party, or which may be asserted against them or any of them by reason of being or having been directors or officers or a director or officer of the Corporation, or of such other corporation, except in relation to matters as to which any such director or officer or former directors or officers or person shall be adjudged in any action, suit or proceeding to be liable for his own negligence or misconduct in the performance of his duty. Expenses of each person indemnified hereunder incurred in defending a civil, criminal, administrative or investigative action, suit or proceeding (including all appeals), or threat thereof may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the directors, whether a disinterested quorum exists or not, upon receipt of an undertaking by or on behalf of the director to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation. Such indemnification shall be in addition to any other rights to which those indemnified may be entitled under any law, bylaw, agreement, vote of stockholders or otherwise.

**TENTH:** In accordance with Section 53-11-20, NMSA 1978 Comp., the Corporation, by resolution or resolutions of its Board of Directors, shall have power to create and issue, whether or not in connection with the issue and sale of any shares or any other securities of the Corporation, warrants, rights or options entitling the holders thereof to purchase from the Corporation any shares of stock or any other securities of the Corporation, such warrants, rights or options to be evidenced by or in such instrument or instruments as shall be approved by the Board of Directors. The terms upon which, the time or times, which may be limited or unlimited in duration, at or within which, and the price or prices (not less than \$1.00 per share as stated par value) at which any such warrants, rights or options may be issued and any such shares or other securities may be purchased from the corporation upon the exercise of any such warrant, right or option shall be such as shall be fixed and stated in the resolution or resolutions of the Board of directors providing for the creation and issue of such warrants, rights or options. The Board of Directors is hereby authorized to create and issue any such warrants, rights or options from time to time for such consideration, and to such persons, firms or corporations, including any employees, officers, directors or other interested person, as the

Board of Directors may determine. The Shareholders do not have a preemptive right to ~~any~~ warrants, rights or options granted by the Corporation.

**ELEVENTH:** All shares of the common capital stock of the Corporation are restricted and are subject to redemption by the Corporation at such time as the shareholders representing a simple majority of the corporate stock issued and outstanding elect to have the Corporation qualify under Subchapter S of the Internal Revenue Code (Sections 1361-1379). To enforce this restriction, the Board of Directors, after 60 days written notice to the shareholders, shall cause the Corporation to redeem all shares held by a shareholder who fails to qualify as an eligible shareholder under Subchapter S of the Internal Revenue Code. To implement this restriction contained in these Articles, the following procedure is set forth:

1. Upon election by the shareholders representing a simple majority of the corporate stock issued and outstanding that the Corporation shall elect to be taxed as a small business under Subchapter "S", all shareholders shall be notified in writing that the Subchapter "S" election has been made. Each shareholder shall have sixty (60) days after written notice has been sent by registered mail to certify to the Corporation that it is a qualified Subchapter S shareholder, and that he will execute, immediately upon request, any or all consents necessary by shareholders to elect Subchapter S status for the Corporation.

2. In the event the shareholder fails to timely certify to the Corporation that he is a qualified shareholder, then all shares held by that shareholder shall be immediately cancelled by action of the Board of Directors and the redemption price paid by the Corporation for the shares so cancelled shall be book value of the shares as of the end of the month immediately preceding the date notice was delivered to the shareholders.

3. In the event the Corporation has more than 35 qualified shareholders on the 61st day after notice was mailed, the Board of Directors shall redeem and cancel the shares held by the shareholders holding the fewest number of outstanding shares until the total number of qualified shareholders does not exceed 35 shareholders.

4. For purposes of determining the book value of the shares as of the end of the month immediately preceding the date notice was delivered to the shareholders, Section 53-6-11 NMSA 1978 Comp, shall provide the guidance for the calculation.

**TWELFTH:** The name of its initial registered agent and the street address and city of the initial registered office in New Mexico are:

Gordon L. Skarsgard  
4001 Indian School Road, NE #200  
Albuquerque, New Mexico 87110

THIRTEENTH: The number of directors constituting the initial Board of directors is one, and the name and address of the person who is to serve as Director until the first annual meeting of shareholders or until his successors are elected and qualify is:

Gordon L. Skarsgard      4001 Indian School Road, NE #200  
Albuquerque, New Mexico 87110

FOURTEENTH: The name and address of the incorporator is:

Gordon L. Skarsgard      4001 Indian School Road, NE #200  
Albuquerque, New Mexico 87110

FIFTEENTH: These Restated Articles of Incorporation correctly set forth without change the corresponding provisions of the Articles of Incorporation as theretofore amended and these Restated Articles of Incorporation supercede the original Articles of Incorporation and amendments thereto.

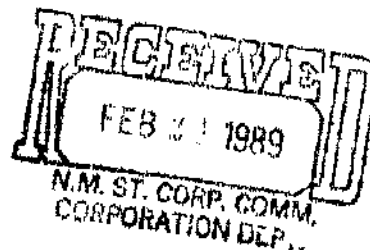
Dated this 20th day of December, 1989.

Andrew L. Skarsgard  
President

Noel L. Murray  
Secretary

Under penalty of perjury, the undersigned declares that the foregoing document was executed by the corporation and that the statements contained therein are true and correct to the best of my knowledge.

Andrew L. Skarsgard  
President



STATE OF NEW MEXICO



OFFICE OF  
**THE STATE CORPORATION COMMISSION**

CERTIFICATE OF MERGER

OF

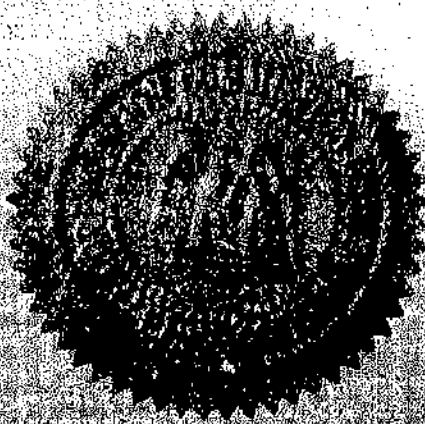
SUNRISE HEALTHCARE CORPORATION

3078441

The State Corporation Commission certifies that duplicate originals of the Articles of Merger attached hereto, duly signed and verified pursuant to the provisions of the  
BUSINESS CORPORATION ACT  
(53-11-1 to 53-18-12 NMSA 1978)  
have been received by it and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the State Corporation Commission issues this Certificate of Merger and attaches hereto a duplicate original of the Articles of Merger.

Dated: JULY 13, 1993



In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the Seal of said Commission to be affixed at the City of Santa Fe.

  
Chairman  
  
Secretary

3078441

ARTICLES OF MERGER

OF

HONORCARE CORPORATION  
AN OKLAHOMA CORPORATION, INTO  
SUNRISE HEALTHCARE CORPORATION,  
A NEW MEXICO CORPORATION

FILED IN OFFICE OF  
STATE CORPORATION COMMISSION  
OF NEW MEXICO

JUL 13 1993

CORPORATION DEPARTMENT

Pursuant to the provisions of Article 14 of the New Mexico Business Corporation Act, N.M. Stat. Ann. § 53-14-1, et seq., the undersigned corporation hereby adopts the following Articles of Merger:

FIRST: Plan of Merger.

A. Description of Merger. At the Effective Time as defined in Subparagraph B below, Honorcare Corporation, an Oklahoma corporation ("Honorcare"), shall be merged with and into Sunrise Healthcare Corporation, a New Mexico corporation ("Sunrise"). The separate existence of Honorcare shall cease; and Sunrise as the surviving corporation shall continue its corporate existence under the laws of the State of New Mexico.

B. Effective Time of the Merger. The Merger shall become effective when (a) a properly executed Certificate of Merger is duly filed with the Office of the Secretary of State of Oklahoma as provided for in Section 1007 of the Oklahoma General Corporation Act (the "Oklahoma Act"), and (b) properly executed Articles of Merger are filed with the New Mexico State Corporation Commission (the "Commission") and a Certificate of Merger has been issued by the Commission, which filings shall be made simultaneously with the closing of the transactions contemplated by that certain Plan of Reorganization and Merger, dated June 23, 1993, by and between

JUL 13 1993

Honorcare, Don A. Karchmer ("Karchmer"), Thomas E. Stewart ("Stewart"), John E. Bingaman, ("Bingaman"), and James W. Campbell ("Campbell"), as the sole shareholders of Honorcare, and Sun Healthcare Group, Inc., a Delaware corporation ("Sun"), and Sunrise (the "Agreement"). The date and time when the Merger shall become effective is referred to in these Articles of Merger as the "Effective Time."

C. Certificate of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of Sunrise, as in effect immediately prior to the Effective Time, shall be the Articles of Incorporation and Bylaws of Sunrise immediately after the Effective Time.

D. Officers and Directors: The officers and directors of Sunrise immediately prior to the Effective Time shall be the officers and directors of Sunrise immediately after the Effective Time, each to serve until his or her respective successor is duly elected and qualified in the manner provided in the Articles of Incorporation and Bylaws of Sunrise, or until his or her earlier resignation or removal, or as otherwise provided by law.

E. Conversion and Exchange of Stock at Closing. At the Effective Time, by virtue of the Merger and without any action on the part of any holder, all shares of Honorcare Common Stock which are held in treasury shall be canceled and all issued and outstanding shares of Honorcare Common Stock shall be converted into cash and shares of common stock of Sun Healthcare Group, Inc., a Delaware corporation, which shall be payable and distributable to

Honorcare Shareholders in the manner and respective amounts specified in Exhibit "A" attached hereto and incorporated herein.

F. Exchange of Certificates.

(1) At or after the Effective Time, each holder of an outstanding certificate or certificates which prior thereto represented Honorcare Shares, shall surrender the same to Sunrise and such holders shall be entitled upon such surrender to receive in exchange therefor cash and the number of Sun Shares as set forth in Exhibit "A" attached hereto and incorporated herein. Until so surrendered, each outstanding certificate which, prior to the Effective Time, represented Honorcare Shares, shall be deemed for all corporate purposes (except the payment of dividends) to evidence the right to receive that amount of cash and the ownership of that number of Sun Shares into which the Honorcare Shares represented thereby prior to such Effective Time shall have been converted. After the Effective Time and until the outstanding certificates formerly representing Honorcare Shares are so surrendered, no dividend payable to holders of record of the Sun Shares shall be paid to the holders of such outstanding Honorcare certificates in respect thereof. Upon surrender of such outstanding certificates, however, there shall be paid to the holders of the certificates for Sun Shares issued in exchange therefor the amount of dividends, if any, which theretofore became payable with respect to such Sun Shares, but which have not theretofore been paid on such stock. No interest shall be payable with respect to the payment of any such dividends.

(2) At the Effective Time, Sun shall:

(a) Cause certificates to be issued to the Shareholders for that number of shares determined in the manner set forth in Exhibit "A" attached hereto and incorporated herein, and

(b) Deliver same day funds to the Shareholders in the respective amounts determined in the manner set forth in Exhibit "A" attached hereto and incorporated herein.

G. Closing of Honorcare Transfer Books: At the Effective Time, the stock transfer books of Honorcare shall be closed and no transfer of Honorcare stock thereon shall thereafter be made.

SECOND: As to Sunrise and Honorcare:

A. Sunrise is a corporation duly organized and existing under the laws of the State of New Mexico. The number of shares of Sunrise outstanding is 10,000 shares of common stock having a par value of \$1.00 each. All shares are common stock. There are no classes of shares of common stock that are entitled to vote as a class.

B. Honorcare is a corporation duly organized and existing under the laws of the State of Oklahoma. The number of shares of Honorcare outstanding is 3,158 shares of common stock, having a par value of \$5.00 each. All shares are common stock. There are no classes of shares of common stock that are entitled to vote as a class.

C. Although pursuant to N.M. Stat. Ann. § 53-14-3-D no vote of the shareholders of Sunrise is required approving this

merger because this merger meets each of the requirements of said statute for dispensing with a vote of the shareholders, this merger was nevertheless submitted to a vote of the shareholders of Sunrise for its approval. As to Sunrise, the number of shares voting for the Plan of Merger was Ten Thousand (10,000) and the number of shares voting against the Plan of Merger was zero (0).

D. As to Honorcare, the number of shares voting for the Plan of Merger was Three Thousand One Hundred Fifty-Eight (3,158) and the number of shares voting against the Plan of Merger was zero (0).

DATED: JULY 13, 1993.

SUNRISE HEALTHCARE CORPORATION,  
a New Mexico corporation

By Mark G. Wimer  
Mark G. Wimer, President

and

Daniel N. Thorpe  
Daniel N. Thorpe, Secretary

VERIFICATION

STATE OF NEW MEXICO       )  
                                  ) ss.  
COUNTY OF BERNALILLO    )

MARK G. WIMER, of legal age, being first duly sworn upon his oath, states that he is the President of Sunrise Healthcare Corporation, a New Mexico corporation, and has read and is familiar with the statements contained in the above and foregoing Articles of Merger of Honorcare Corporation, an Oklahoma corporation, into Sunrise Healthcare Corporation, a New Mexico corporation, and further states that said Articles of Merger were executed by the undersigned as President, and by Daniel L. Thorpe, as Secretary of Sunrise Healthcare Corporation, and that the statements contained therein are true and correct to the best of his knowledge, information, and belief.

Mark G. Wimer  
MARK G. WIMER, President

Subscribed and sworn to before me this 1st day of July, 1993,  
by Mark G. Wimer.

Terril L. Rocha  
Notary Public

My Commission Expires:

12/3/93  
(SEAL)

HONORCARE CORPORATION,  
an Oklahoma corporation

By Thomas E. Stewart  
Thomas E. Stewart,  
Vice-President

and

Don A. Karchmer  
Don A. Karchmer, Secretary

VERIFICATION

STATE OF OKLAHOMA            )  
                                  ) ss.  
COUNTY OF OKLAHOMA        )

THOMAS E. STEWART, of legal age, being first duly sworn upon his oath, states that he is the Vice-President of Honorcare Corporation, an Oklahoma corporation, and has read and is familiar with the statements contained in the above and foregoing Articles of Merger of Honorcare Corporation, an Oklahoma corporation, into Sunrise Healthcare Corporation, a New Mexico corporation, and further states that said Articles of Merger were executed by the undersigned as Vice-President, and by Don A. Karchmer, as Secretary of Honorcare Corporation, and that the statements contained therein are true and correct to the best of his knowledge, information, and belief.

Thomas E. Stewart  
THOMAS E. STEWART,  
Vice-President

Subscribed and sworn to before me this 1st day of July, 1993,  
by Thomas E. Stewart.

Debra C. Edwards  
Notary Public

My Commission Expires:

7-2-94  
(SEAL)



**EXHIBIT "A"**  
**TO ARTICLES OF MERGER**

**OF**

**HONORCARE CORPORATION,  
AN OKLAHOMA CORPORATION,  
INTO SUNRISE HEALTHCARE CORPORATION,  
A NEW MEXICO CORPORATION**

The aggregate amount of \$13,000,000 in the form of cash and shares of Sun Healthcare Group, Inc., a Delaware corporation, shall be payable and distributable to Don A. Karchmer, Thomas E. Stewart, and John E. Bingaman, each as to an undivided 31 2/3% interest, and to James W. Campbell, as to an undivided 5% interest. The cash payable collectively to said shareholders shall be \$6,500,000, and the shares of Sun Healthcare Group, Inc., deliverable to said shareholders shall be the number of shares which result from dividing \$6,500,000 by the price at which stock of Sun Healthcare Group, Inc., is first sold to the public in an underwritten initial public offering thereof (the "IPO") pursuant to that certain Registration Statement on Form S-1 (the "Registration Statement") filed by Sun Healthcare Group, Inc., on May 14, 1993, with the Securities and Exchange Commission under the Securities Act of 1933, as amended.

1132117314\exh-A.art

RECEIVED  
JUL 13 1993

MEMBER AGREEMENT  
AND IRREVOCABLE APPOINTMENT OF THE  
SECRETARY OF STATE OF NEW MEXICO AS AGENT  
FOR SERVICE OF PROCESS

Sunrise Healthcare Corporation

(NAME OF SURVIVING CORPORATION)

Honorcare Corporation

(NAME OF AFFECTED CORPORATION(S) MERGED OUT IN NEW MEXICO)

PURSUANT TO SECTION 53-18-1, NMSA 1978 OF THE NEW MEXICO BUSINESS CORPORATION ACT, THE COMMISSION HAS THE POWER AND AUTHORITY REASONABLY NECESSARY TO ENABLE IT TO ADMINISTER THE BUSINESS CORPORATION ACT [53-11-1 TO 53-18-13 NMSA 1978] EFFICIENTLY AND TO PERFORM THE DUTIES THEREIN IMPOSED UPON IT. THEREFORE, THIS COMMISSION HEREBY REQUIRES THAT CONCURRENT WITH THE FILING OF THIS MEMBER AGREEMENT BY THE SURVIVING CORPORATION THAT SURVIVING CORPORATION HEREBY IRREVOCABLY APPOINT THE SECRETARY OF STATE OF NEW MEXICO AS ITS REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS IN ANY PROCEEDING ON BEHALF OF THE MERGED OUT CORPORATION(S) AFFECTED IN NEW MEXICO.

THE NAME AND ADDRESS OF THE SURVIVING CORPORATION ACCEPTING THE SERVICE OF PROCESS IS:

NAME: Sunrise Healthcare Corporation

ADDRESS: 5600 Wyoming Blvd. NE, Suite 140

CITY-STATE-ZIP CODE: Albuquerque, NM 87109

DATE: July 13, 1993

BY: *Daniel M. Thayer*  
TITLE: Secretary

NMSSC-CD  
PMC AGREEMENT  
(2/92)

(N.M. - 629 - 5/19/92)

JUL 13 1993

STATE OF NEW MEXICO



OFFICE OF  
**THE STATE CORPORATION COMMISSION**

CERTIFICATE OF MERGER  
OF  
SUNRISE HEALTHCARE CORPORATION

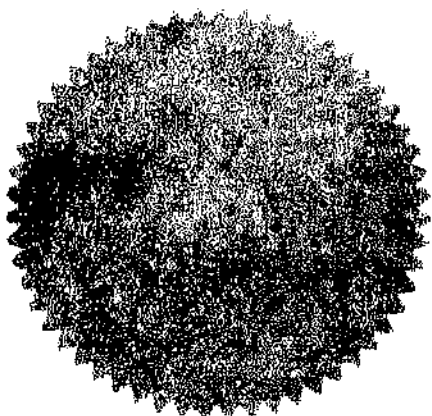
3085305

The State Corporation Commission certifies that duplicate originals of the Articles of Merger attached hereto, duly signed and verified pursuant to the provisions of the BUSINESS CORPORATION ACT (53-11-1 to 53-18-12 NMSA 1978) have been received by it and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the State Corporation Commission issues this Certificate of Merger and attaches hereto a duplicate original of the Articles of Merger.

Dated: DECEMBER 23, 1993

In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the Seal of said Commission to be affixed at the City of Santa Fe



*[Signature]*

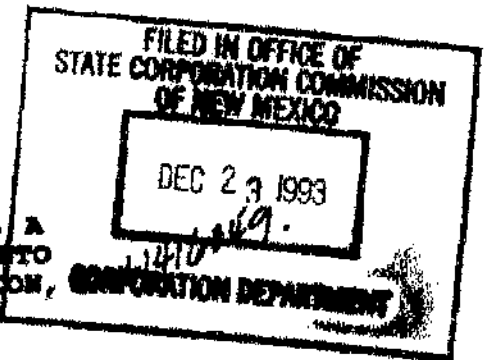
Chairman

*[Signature]*

Director

ARTICLES OF MERGER  
OF

TURNER ENTERPRISES, INC., A  
CONNECTICUT CORPORATION INTO  
SUNRISE HEALTHCARE CORPORATION,  
NEW MEXICO CORPORATION



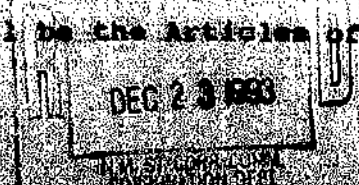
Pursuant to the provisions of Article 14 of the New Mexico Business Corporation Act, N.M. Stat. Ann. § 53-14-1, et seq., and Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended the undersigned corporation hereby adopts the following Articles of Merger:

**FIRST: Plan of Merger.**

A. Description of Merger. At the Effective Time as defined in subparagraph B below, Turner Enterprises, Inc., a Connecticut corporation ("Turner"), shall be merged with and into Sunrise Healthcare Corporation, a New Mexico corporation ("Sunrise"). The separate existence of Turner shall cease; and Sunrise as the surviving corporation shall continue its corporate existence under the laws of the State of New Mexico.

B. Effective Time of the Merger. The Merger shall become effective at 12:01 A.M. on January 1, 1994, pursuant to Section 53-14-6 of the New Mexico Business Corporation Act and Section 33-368 of the Connecticut Stock Corporation Act. The date and time when the Merger shall become effective is referred to in these Articles of Merger as the "Effective Time."

C. Certificate of Incorporation and Bylaws. The Articles of Incorporation and Bylaws of Sunrise, as in effect immediately prior to the Effective Time, shall be the Articles of

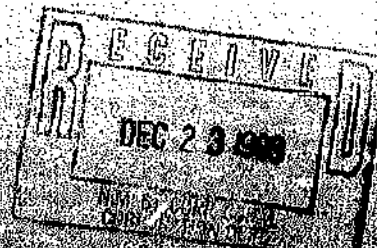


Incorporation and Bylaws of Sunrise immediately after the Effective Time.

D. Officers and Directors. The officers and directors of Sunrise immediately prior to the Effective Time shall be the officers and directors of Sunrise immediately after the Effective Time, each to serve until his or her respective successor is duly elected and qualified in the manner provided in the Articles of Incorporation and Bylaws of Sunrise, or until his or her earlier resignation or removal, or as otherwise provided by law.

E. Conversion of Stock at Closing. At the Effective Time, by virtue of the Merger and without any action on the part of any holder, all shares of Turner common stock which are held in treasury and all issued and outstanding shares of Turner common stock shall be canceled. Since the stockholders of Turner and Sunrise are the same, upon cancellation of Turner's stock, the stockholders of Turner shall increase their equity in Sunrise and no additional shares of Sunrise stock shall be issued to Turner stockholders in exchange by Sunrise. Shares of Sunrise common stock outstanding at the date of this merger shall not be converted or exchanged but shall remain outstanding as shares of common stock of Sunrise.

F. Closing of Turner Transfer Books. At the Effective Time, the stock transfer books of Turner shall be closed and no transfer of Turner stock thereon shall thereafter be made.



**SECOND: As to Sunrise and Turner:**

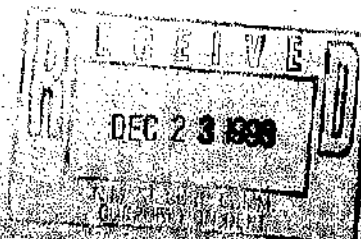
A. Sunrise is a corporation duly organized and existing under the laws of the State of New Mexico. The number of shares of Sunrise outstanding is 10,000 shares of common stock having a par value of \$1.00 each. All shares are common stock. There are no classes of shares of common stock that are entitled to vote as a class.

B. Turner is a corporation duly organized and existing under the laws of the State of Connecticut. The number of shares of Turner outstanding is 10,000 shares of common stock, having a par value of \$1.00 each. All shares are common stock. There are no classes or shares of common stock that are entitled to vote as a class.

C. Although pursuant to N.M. Stat. Ann. § 53-14-3-D no vote of the shareholders of Sunrise is required approving this merger because this merger meets each of the requirements of said statute for dispensing with a vote of the shareholders, this merger was nevertheless submitted to a vote of the shareholders of Sunrise for its approval. As to Sunrise, the number of shares voting for the Plan of Merger was Ten Thousand (10,000) and the number of shares voting against the Plan of Merger was zero (0).

D. As to Turner, the number of shares voting for the Plan of Merger was Ten Thousand (10,000) and the number of shares voting against the Plan of Merger was zero (0).

**DATED:** December 21, 1993.



SUNRISE HEALTHCARE CORPORATION,  
a New Mexico corporation

By Andrew Turner  
Andrew Turner, Vice President

and

By Sheena Thorpe  
Sheena Thorpe, Secretary  
OFFICE OF  
CORPORATION COMMISSION  
OF NEW MEXICO  
DEC 23 1993  
CORPORATION DEPARTMENT

VERIFICATION

STATE OF NEW MEXICO       )  
                                  ) ss.  
COUNTY OF BERNALILLO    )

Andrew Turner, of legal age, being first duly sworn, his oath, states that he is the Vice President of Sunrise Healthcare Corporation, a New Mexico corporation, and has read and is familiar with the statements contained in the above and foregoing Articles of Merger of Turner, a Connecticut corporation, into Sunrise Healthcare Corporation, a New Mexico corporation, and further states that said Articles of Merger were executed by the undersigned as Vice President, and by Sheena Thorpe, as Secretary of Sunrise Healthcare Corporation, and that the statements contained therein are true and correct to the best of his knowledge, information, and belief.

Andrew Turner  
ANDREW TURNER, Vice President

Subscribed and sworn to before me this 22<sup>nd</sup> day of December, 1993, by Andrew Turner.

Sage Kavin  
Notary Public

My Commission Expires:

8/30/94

DEC 23 1993

TURNER ENTERPRISES, INC., a  
Connecticut corporation

By *Andrew Turner*  
Andrew Turner, President

and

By *Sheena J. Thorpe*  
Sheena Thorpe, Secretary

VERIFICATION

STATE OF NEW MEXICO       )  
                                  ) ss.  
COUNTY OF BERNALILLO    )

ANDREW TURNER, of legal age, being first duly sworn upon his oath, states that he is the President of Turner Enterprises, Inc., a Connecticut corporation, and has read and is familiar with the statements contained in the above and foregoing Articles of Merger of Turner Enterprises, Inc. a Connecticut corporation, into Sunrise Healthcare Corporation, a New Mexico corporation, and further states that said Articles of Merger were executed by the undersigned as President, and by Sheena Thorpe, as Secretary of Turner Enterprises, Inc., and that the statements contained therein are true and correct to the best of his knowledge, information, and belief.

*Andrew Turner*  
ANDREW TURNER, President

Subscribed and sworn to before me this 22<sup>nd</sup> day of December, 1993, by Andrew Turner.

*Jayne Karin*  
Notary Public

My Commission Expires:

8/30/94  
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DEC 23 1993



**OFFICE OF**  
**THE STATE CORPORATION COMMISSION**

CERTIFICATE OF AMENDMENT

OF

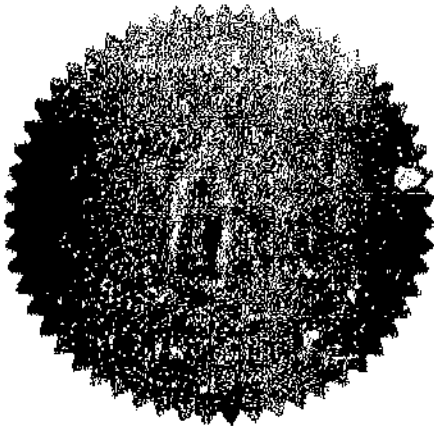
SUNRISE HEALTHCARE CORPORATION

3164225

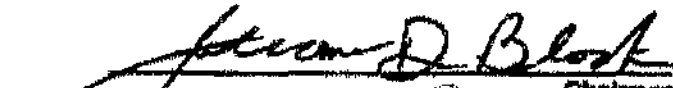

The State Corporation Commission certifies that duplicate originals of the Articles of Amendment attached hereto, duly signed and verified pursuant to the provisions of the  
BUSINESS CORPORATION ACT  
(53-11-1 to 53-18-12 NMSA 1978)  
have been received by it and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the State Corporation Commission issues this Certificate of Amendment and attaches hereto a duplicate original of the Articles of Amendment.

Dated: JUNE 5, 1998



In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the Seal of said Commission to be affixed at the City of Santa Fe

  
Chairman  
  
Director

ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION  
OF

JUN - 5 1998

SUNRISE HEALTHCARE CORPORATION - NM 3011566

1416048

CORPORATE NAME AND NMSCC CERTIFICATE OF INCORPORATION NUMBER

Pursuant to the provisions of Section 53-13-4, NMSA 1978, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation

FIRST: (Note 1) The corporate name of the corporation is SunRise Healthcare Corporation

SECOND: (NOTE 2) The following amendment to the Articles of Incorporation was adopted by the sole shareholder of the corporation on May 26, 1998

In the manner prescribed by the New Mexico Business Corporation Act:

(INSERT AMENDMENT OR ATTACH SCHEDULE, IF NEEDED. AN INDICATION SHOULD BE GIVEN TO REFLECT WHICH ARTICLE NUMBER HAS BEEN AMENDED)

The Fifth Article of the Articles of Incorporation of SunRise Healthcare Corporation is hereby amended to read in full as follows:

"FIFTH:

There shall be only one class of stock which shall be common capital stock, \$1.00 par value."

THIRD: (Note 3) The number of shares of the corporation outstanding at the time of such adoption was 10,000 and the number of shares entitled to vote thereon was 10,000

FOURTH: (Note 4) The designation and number of outstanding shares of each class entitled to vote thereon as class were as follows:

CLASS	NUMBER OF SHARES
Common Stock	10,000

FIFTH: (Note 3) The number of shares voting for such amendment was 10,000

and the number of shares voting against such amendment was 0

SIXTH: (Note 4) The number of shares of each entitled to vote thereon as a class voted for and against such amendment, respectively, was:

CLASS	NUMBER OF SHARES VOTING	
	FOR	AGAINST
Common Stock	10,000	

SEVENTH: (Note 5) The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, as follows:

N/A

DATED: May 26, 1998

SunRise Healthcare Corporation

(Note 1) Mark S. Berger CORPORATE NAME  
By Mark S. Berger  
(Note 5) Mark S. Berger Its President/Vice President  
And Michael T. Berg  
(Note 6) Michael T. Berg Its General Asst. Secretary  
Michael T. Berg

Under penalty of perjury, the undersigned declares that the foregoing document executed by the corporation and that the statements contained therein are true and correct to the best of my knowledge

Michael T. Berg  
(One of the above officers signs)

STATE OF NEW MEXICO



OFFICE OF  
**THE STATE CORPORATION COMMISSION**  
CERTIFICATE OF MERGER

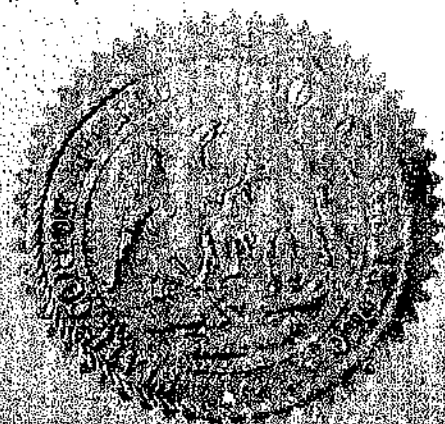
OF  
SUNRISE HEALTHCARE CORPORATION  
3173663

The State Corporation Commission certifies that duplicate originals of the Articles of Merger attached hereto, duly signed and verified pursuant to the provisions of the BUSINESS CORPORATION ACT (53-11-1 to 53-18-12 NMSA 1978) have been received by it and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the State Corporation Commission issues this Certificate of Merger and attaches hereto a duplicate original of the Articles of Merger.

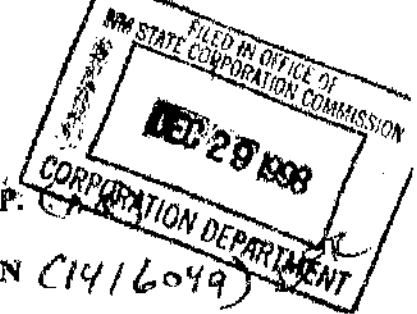
Dated: DECEMBER 29, 1998

In Testimony Whereof, the State Corporation Commission of the State of New Mexico has caused this Certificate to be signed by its Chairman and the Seal of said Commission to be affixed at the City of Santa Fe.



*Juan D. Block*  
Chairman  
*James R. [illegible]*  
[illegible]

**ARTICLES OF MERGER  
OF  
NEW LEXINGTON HEALTH CARE CORP.  
AND  
SUNRISE HEALTHCARE CORPORATION**

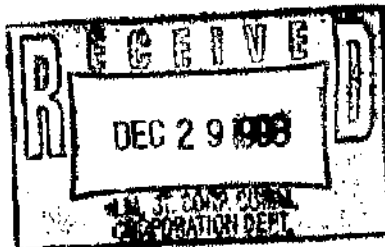


To the State Corporation Commission  
State of New Mexico

3173563

Pursuant to the provisions of the Business Corporation Act of the State of New Mexico governing the merger of a foreign business corporation with and into a domestic business corporation, the corporations hereinafter named do hereby adopt the following articles of merger.

1. The names of the merging corporations are New Lexington Health Care Corp., which is a business corporation organized under the laws of the State of Ohio, and SunRise Healthcare Corporation, which is a business corporation organized under the laws of the State of New Mexico.
2. Annexed hereto and made a part thereof is the Plan of Merger for merging New Lexington Health Care Corp. with and into SunRise Healthcare Corporation as approved by resolution of the Board of Directors of each corporation.
3. The number of shares of SunRise Healthcare Corporation which were outstanding at the time of the approval of the Plan of Merger by its shareholders is 10,000, all of which are of one class and entitled to vote. The aforesaid shares unanimously voted for the Plan of Merger.
4. The number of shares of New Lexington Health Care Corp. which were outstanding at the time of the approval of the Plan of Merger by its shareholders is 400 Class A Common Stock and 100 Class B Common Stock, all of which are equal in all respects and are entitled to vote. The aforesaid shares unanimously voted for the Plan of Merger.
5. The laws of the jurisdiction of organization of New Lexington Health Care Corp. permit the merger of a business corporation of that jurisdiction with and into a business corporation of another jurisdiction; and the merger of New Lexington Health Care Corp. with and into SunRise Healthcare Corporation is in compliance with the laws of the jurisdiction of organization of New Lexington Health Care Corp.
6. SunRise Healthcare Corporation will continue its existence as the surviving corporation under its present name pursuant to the provisions of the Business Corporation Act of the State of New Mexico.



Executed on December 1, 1998

NEW LEXINGTON HEALTHCARE CORP.

By 

Name: Robert D. Woltil

Its: Vice President and  
Chief Financial Officer




Name: Michael T. Berg

Its: Assistant Secretary

Executed on December 1, 1998

SUNRISE HEALTHCARE CORPORATION

By 

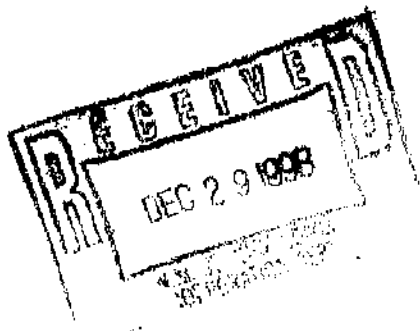
Name: Robert D. Woltil

Its: Vice President and  
Chief Financial Officer



Name: Michael T. Berg

Its: Assistant Secretary



STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO)

I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 1st day of December, 1998, personally appeared before me Michael T. Berg, who, being by me first duly sworn, declared that he is the Assistant Secretary of New Lexington Health Care Corp. and SunRise Healthcare Corporation; that he signed the foregoing Articles of Merger as Assistant Secretary of the foregoing corporations; and that the statements contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date aforesaid.

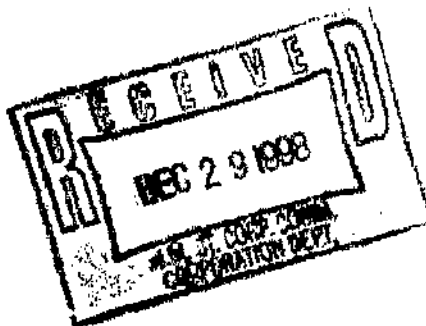
Marjorie A. Porter  
Notary Public

My commission expires:

11-27-02

Notarial Seal

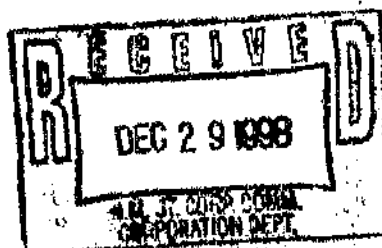
FADATALEGALMERCERSWARTMERCIRIS



## PLAN OF MERGER

1. SunRise Healthcare Corporation, which is a business corporation of the State of New Mexico, and New Lexington Health Care Corp., which is a business corporation of the State of Ohio, hereby agree to merge New Lexington Health Care Corp. with and into SunRise Healthcare Corporation, pursuant to the provisions of Chapter 1701 of the Revised Code of Ohio and pursuant to the provisions of the Business Corporation Act of the State of New Mexico.
2. The separate existence of New Lexington Health Care Corp. shall cease at the effective time and date of the merger, and SunRise Healthcare Corporation shall continue its existence as the surviving corporation pursuant to the provisions of the Business Corporation Act of the State of New Mexico.
3. The articles of incorporation of SunRise Healthcare Corporation are not amended in any respect by this Plan of Merger.
4. The present bylaws of the surviving corporation will be the bylaws of the surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Business Corporation Act of the State of New Mexico.
5. The directors and officers in office of the surviving corporation upon the effective merger date of the mergers in the State of New Mexico shall be the members of the Board of Directors and the officers of the surviving corporation, all of whom shall hold their respective directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.
6. The outstanding shares of New Lexington Health Care Corp. immediately prior to the effective time and date of the merger shall not be converted or exchanged in any manner, but each said share which is outstanding shall, at the effective time and date of the merger, be surrendered and extinguished.
7. Each share of SunRise Healthcare Corporation outstanding at the effective time and date of the merger is to be an identical outstanding share of SunRise Healthcare Corporation subsequent to the merger.
8. No shares of SunRise Healthcare Corporation and no shares, securities, or obligations convertible into such shares are to be issued or delivered under this Plan of Merger.
9. The Board of Directors and the proper officers of SunRise Healthcare Corporation and New Lexington Health Care Corp. are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.
10. The effective date of the merger herein provided for shall be December 31, 1998.

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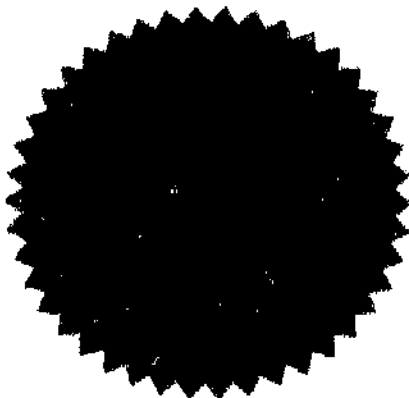


UNITED STATES OF AMERICA,  
STATE OF OHIO,  
OFFICE OF THE SECRETARY OF STATE.



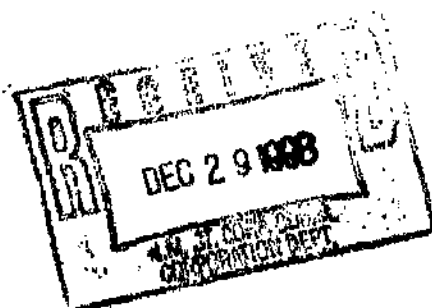
*I, Bob Taft, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show NEW LEXINGTON HEALTH CARE CORP., an Ohio Corporation, Charter No. 539379, principal location in New Lexington, County of Perry, incorporated on July 25, 1979, is currently in GOOD STANDING upon the records of this office.*

WITNESS my hand and official  
seal at Columbus, Ohio on  
December 10, 1998



*Bob Taft*

Bob Taft  
Secretary of State





OFFICE OF THE  
PUBLIC REGULATION COMMISSION

CERTIFICATE OF AMENDMENT

OF

SUNBRIDGE HEALTHCARE CORPORATION

3180650

The Public Regulation Commission certifies that duplicate originals of the Articles of Amendment attached hereto, duly signed and verified pursuant to the provisions of the BUSINESS CORPORATION ACT

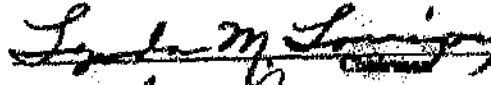

(53-11-1 to 53-18-12 NMSA 1978)

have been received by it and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate of Amendment and attaches hereto a duplicate original of the Articles of Amendment.

Dated: MAY 18, 1999

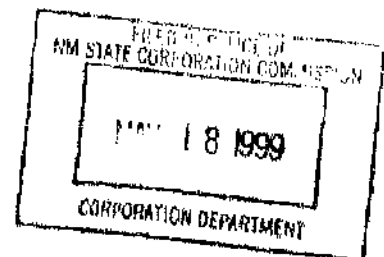
In testimony whereof, the State Public Regulation Commission of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the City of Santa Fe

  
  
Bureau Chief

TYPE OR PRINT LEGIBLY  
FILE DUPLICATE ORIGINALS  
FILING FEE: \$100.00

3180550

1416049  
**ARTICLES OF AMENDMENT  
TO THE  
ARTICLES OF INCORPORATION**



Pursuant to the provisions of Section 53-13-4, NMSA 1978, the undersigned corporation adopts the following Articles of Amendment to its Articles of Incorporation:

**ARTICLE ONE:** The Corporate name and NMSCC# of the corporation are: SunRise Healthcare Corporation, 3011366.

**ARTICLE TWO:** The following amendment to the Articles of Incorporation was adopted by the shareholders of the corporation on May 12, 1999 in the manner prescribed by the New Mexico Business Corporation Act.

The First Article of the Articles of Incorporation is hereby amended to read in full as follows:

"FIRST: The name of the corporation is SunBridge Healthcare Corporation."

**ARTICLE THREE:** The number of shares of the corporation outstanding at the time of such adoption was 10,000 and the number of shares entitled to vote thereon was 10,000.

**ARTICLE FOUR:** The designation and number of outstanding shares of each class entitled to vote thereon as a class were as follows:

CLASS	NUMBER OF SHARES
Common	10,000

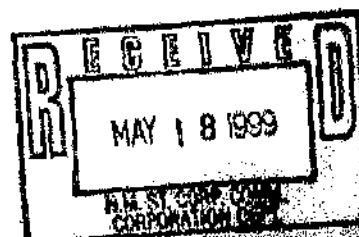
**ARTICLE FIVE:** The number of shares voting for such amendment was 10,000 and the number of shares voting against such amendment was 0.

**ARTICLE SIX:** The number of shares of each class entitled to vote thereon as a class voted for and against such amendment, respectively, was:

CLASS	NUMBER OF SHARES	
	FOR	AGAINST
Common	10,000	0

**ARTICLE SEVEN:** The manner, if not set forth in such amendment, in which any exchange, reclassification, or cancellation of issued shares provided for in the amendment shall be effected, is as follows: N/A

(NM - 1788 - 3/26/97)



DATED: May 12, 1999.

SunRise Healthcare Corporation~

By

Its Vice President

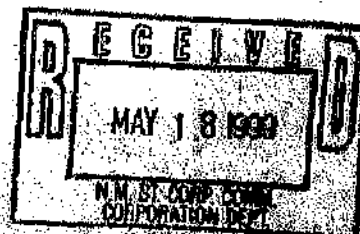
And

Its Secretary

above-signed

Under penalty of perjury, the ~~undersigned~~ above-signed declares that the foregoing document executed by the corporation and that the statements contained therein are true and correct to the best of my knowledge.

NMSCC-CD  
DPR-AM  
(REV 5/95)





OFFICE OF THE  
PUBLIC REGULATION COMMISSION

CERTIFICATE OF MERGER

OF

SUNBRIDGE HEALTHCARE CORPORATION

3256542

The Public Regulation Commission certifies that the Articles of Merger attached hereto, duly signed and verified pursuant to the provisions of the:

BUSINESS CORPORATION ACT

(53-11-1 to 53-18-12 NMSA 1978)

have been received and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law the Public Regulation Commission issues this Certificate of Merger and attaches hereto a duplicate of the Articles of Merger.

Dated: JANUARY 31, 2003

In testimony whereof, the Public Regulation of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to affixed at the City of Santa Fe.

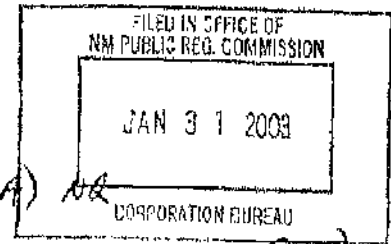
*Lynne L. Hargis*

Chairwoman

*Robert E. Chole*

Bureau Chief

**ARTICLES OF MERGER  
OF  
LIVING SERVICES, INC.  
AND  
SUNBRIDGE HEALTHCARE CORPORATION**

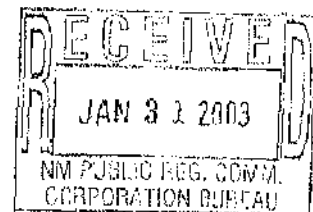


*1416049 (JM)  
Survivor*

To the State Corporation Commission  
State of New Mexico

Pursuant to the provisions of the Business Corporation Act of the State of New Mexico governing the merger of a foreign business corporation with and into a domestic business corporation, the corporations hereinafter named do hereby adopt the following articles of merger.

1. The names of the merging corporations are Living Services, Inc., which is a business corporation organized under the laws of the State of Washington, and SunBridge Healthcare Corporation, which is a business corporation organized under the laws of the State of New Mexico.
2. Annexed hereto and made a part thereof is the Plan of Merger for merging Living Services, Inc. with and into SunBridge Healthcare Corporation as approved by resolution of the Board of Directors of each corporation.
3. The number of shares of SunBridge Healthcare Corporation which were outstanding at the time of the approval of the Plan of Merger by its shareholders is 10,000, all of which are of one class and entitled to vote. The aforesaid shares unanimously voted for the Plan of Merger.
4. The number of shares of Living Services, Inc. which were outstanding at the time of the approval of the Plan of Merger by its shareholders is 25, all of which are of one class and entitled to vote. The aforesaid shares unanimously voted for the Plan of Merger.
5. The laws of the jurisdiction of organization of Living Services, Inc. permit the merger of a business corporation of that jurisdiction with and into a business corporation of another jurisdiction; and the merger of Living Services, Inc. with and into SunBridge Healthcare Corporation is in compliance with the laws of the jurisdiction of organization of Living Services, Inc.
6. SunBridge Healthcare Corporation will continue its existence as the surviving corporation under its present name pursuant to the provisions of the Business Corporation Act of the State of New Mexico.



Executed on December 27, 2002

LIVING SERVICES, INC.

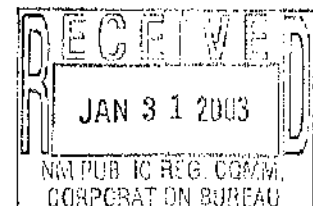
By Michael T. Berg  
Name: Michael T. Berg  
Its: Secretary

Executed on December 27, 2002

SUNBRIDGE HEALTHCARE CORPORATION

By Michael T. Berg  
Name: Michael T. Berg  
Its: Secretary

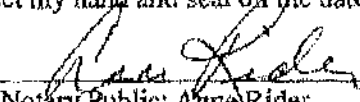
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STATE OF NEW MEXICO )  
 ) ss.  
COUNTY OF BERNALILLO)

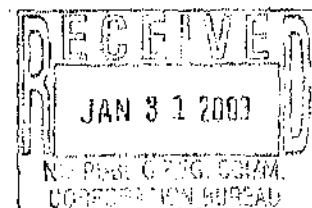
I, the undersigned, a Notary Public in and for the State and County aforesaid, do hereby certify that on this 21<sup>st</sup> day of December, 2002, personally appeared before me Michael T. Berg, who, being by me first duly sworn, declared that he is the Secretary of Living Services, Inc. and SunBridge Healthcare Corporation; that he signed the foregoing Articles of Merger as Secretary of the foregoing corporations; and that the statements contained therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the date aforesaid.

  
Notary Public: Anne Rider

My commission expires:  
6/16/06

Notarial Seal

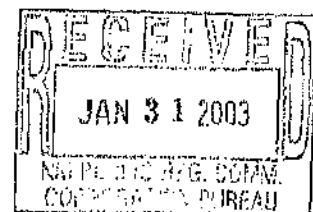


## PLAN OF MERGER

FILED IN OFFICE OF  
NM PUBLIC REG. COMMISSION

JAN 31 2003

1. SunBridge Healthcare Corporation, which is a business corporation of the State of New Mexico, and Living Services, Inc., which is a business corporation of the State of Washington, hereby agree to merge Living Services, Inc. with and into SunBridge Healthcare Corporation, pursuant to the provisions of the Washington Business Corporation Act and pursuant to the provisions of the Business Corporation Act of the State of New Mexico.
2. The separate existence of Living Services, Inc. shall cease at the effective time and date of the merger, and SunBridge Healthcare Corporation shall continue its existence as the surviving corporation pursuant to the provisions of the Business Corporation Act of the State of New Mexico.
3. The articles of incorporation of SunBridge Healthcare Corporation are not amended in any respect by this Plan of Merger.
4. The present bylaws of the surviving corporation will be the bylaws of the surviving corporation and will continue in full force and effect until changed, altered, or amended as therein provided and in the manner prescribed by the provisions of the Business Corporation Act of the State of New Mexico.
5. The directors and officers in office of the surviving corporation upon the effective merger date of the mergers in the State of New Mexico shall be the members of the Board of Directors and the officers of the surviving corporation, all of whom shall hold their respective directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.
6. The outstanding shares of Living Services, Inc. immediately prior to the effective time and date of the merger shall not be converted or exchanged in any manner, but each said share which is outstanding shall, at the effective time and date of the merger, be surrendered and extinguished.
7. Each share of SunBridge Healthcare Corporation outstanding at the effective time and date of the merger is to be an identical outstanding share of SunBridge Healthcare Corporation subsequent to the merger.
8. No shares of SunBridge Healthcare Corporation and no shares, securities, or obligations convertible into such shares are to be issued or delivered under this Plan of Merger.
9. The Board of Directors and the proper officers of SunBridge Healthcare Corporation and Living Services, Inc. are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file, and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Plan of Merger or of the merger herein provided for.
10. The effective date of the merger herein provided for shall be the date of filing.



LIVING SERVICES, INC.

By: Michael T. Berg

Name: Michael T. Berg

Its: Secretary

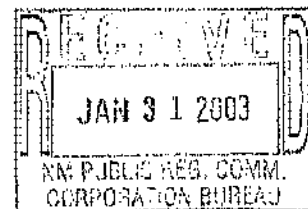
SUNBRIDGE HEALTHCARE CORPORATION

By: Michael T. Berg

Name: Michael T. Berg

Its: Secretary

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OFFICE OF THE  
PUBLIC REGULATION COMMISSION

CERTIFICATE OF ORGANIZATION BY CONVERSION

OF

SUNBRIDGE HEALTHCARE, LLC  
3389558

CONVERTED FROM  
SUNBRIDGE HEALTHCARE CORPORATION

The Public Regulation Commission certifies that the statement of conversion and Articles of Organization, duly signed and verified pursuant to the provisions of the LIMITED LIABILITY COMPANY ACT (53-19-1 to 53-19-74 NMSA 1978), have been received by it and are found to conform to law.

Accordingly, by virtue of the authority vested in it by law, the Public Regulation Commission issues this Certificate of Organization By Conversion and attaches hereto a duplicate of the statement of conversion and Articles of Organization.

Dated: October 27, 2010

In testimony whereof, the Public Regulation of the State of New Mexico has caused this certificate to be signed by its Chairman and the seal of said Commission to be affixed at the City of Santa Fe.

*David W. King*

Chairman

*Ann Echols*

Bureau Chief

3389558

STATEMENT OF CONVERSION  
FROM A CORPORATION  
TO A  
LIMITED LIABILITY COMPANY

OCT 27 2010

6010 010 100 100 100

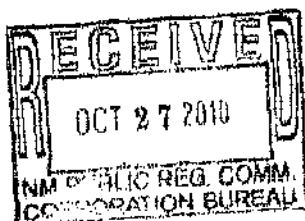
Pursuant to Section 53-19-60 NMSA 1978

1416049

1. The name of the corporation immediately prior to filing this Statement of Conversion is SunBridge Healthcare Corporation.
2. The jurisdiction where the corporation was first formed is New Mexico.
3. The corporation was first formed on December 7, 1988.
4. The corporation elects to become a limited liability company and the name of the limited liability company as set forth in the Articles of Organization is SunBridge Healthcare, LLC.
5. The terms and conditions of the conversion have been approved by the unanimous vote of the shareholder; all required approvals of the conversion have been obtained by the converting corporation.
6. The Certificate of Incorporation of SunBridge Healthcare Corporation is to be cancelled as of the date the conversion takes effect.

Date: October 25, 2010

  
\_\_\_\_\_  
Michael T. Berg,  
Secretary of Sun Bridge Healthcare Corporation



SUBMIT ORIGINAL AND A COPY  
TYPE OR PRINT LEGIBLY

OCT 27 2010

**Limited Liability Company  
ARTICLES OF ORGANIZATION**

The undersigned, acting as organizer(s) of a limited liability company pursuant to the New Mexico Limited Liability Company Act, adopt the following Articles of Organization:

**ARTICLE ONE:** The name of the limited liability company is: SunBridge Healthcare, LLC

**ARTICLE TWO:** The period of duration (if other than perpetual) is: perpetual

**ARTICLE THREE:**

(1) The New Mexico street address of the company's initial registered office is:

1819 N. Turner St., Suite G, Hobbs, NM 88240

(P.O. Box is not acceptable. Provide a description of the geographical location if a street address does not exist.)

(2) The name of the initial registered agent at that address is: CSC of Lea County, Inc.

(3) The street address of the company's principal place of business, if different from its registered office, is: 101 Sun Ave. NE, Albuquerque, NM 87109

**ARTICLE FOUR (check only if applicable):**

YES Management of the business and affairs of the company is vested in a manager.

**ARTICLE FIVE (check only if applicable):**

X YES The limited liability company is a single member limited liability company.

**ARTICLE SIX:** If these Articles of Organization are not to be effective upon filing with the commission, the effective date is: *(if an effective date is specified here, it cannot be a date prior to the date the articles are received by the commission)* October 27, 2010

Dated: October 25, 2010

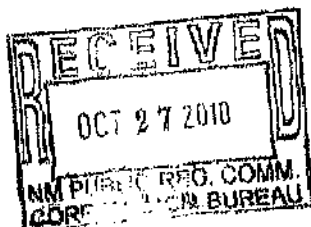


Michael T. Berg, Secretary

Signature of Organizer(s)

Printed Name(s)

Form DLLC  
(revised 07/03)



STATEMENT OF ACCEPTANCE OF APPOINTMENT  
BY DESIGNATED INITIAL REGISTERED AGENT

OCT 27 2010

I, Karissa Lowry, an authorized officer of CSC of Lea County, Inc.

hereby acknowledge that the undersigned individual or corporation accepts the

appointment as Initial Registered Agent of  
SeaBridge Healthcare, LLC

the limited liability company which is named in the annexed Articles of Organization.

*(Sign on this line if the registered agent named in the Articles of Organization is an individual.*

*If this line is signed, the two lines below do not apply and must be left blank.)*

CORPORATION ACTING AS A REGISTERED AGENT ONLY

*(If the following lines are used, the signature line above does not apply and must be left blank)*

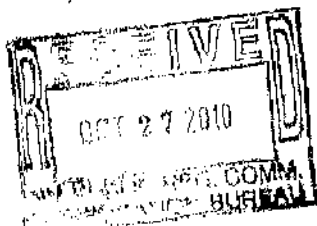
*(If the registered agent named in the Articles of Organization is a corporation, limited liability company, or partnership, type or print the name of that entity here.)*

CSC of Lea County, Inc.

By Karissa Lowry Asst. Sec.

*(An authorized person of the entity being appointed as registered agent must sign here)*

Form D.L.L.C.-STMT  
(revised 07/03)



December 4, 2012

**VIA FEDERAL EXPRESS**

Mr. Sherman Lohnes, Assistant Director  
Massachusetts Department of Public Health  
Division of Health Care Quality  
99 Chauncy Street  
Boston, MA 02111

Re: Post-Closing Notice for Merger of Sun Healthcare Group, Inc. and Genesis  
HealthCare LLC


Dear Mr. Lohnes:

This letter follows your Finding of Suitability letter dated November 28, 2012 concerning the merger involving Genesis HealthCare LLC and Sun Healthcare Group, Inc. (enclosed). The purpose of this letter is to provide post-closing notice and inform you that such merger occurred on December 1, 2012. Note also the proposed trade name changes are effective December 1, 2012, the same date as the merger closing. Per your instruction, we have enclosed a copy of the certificate of merger for your files.

Thank you for your attention to this matter. If you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,

ARNALL GOLDEN GREGORY LLP

  
Keith A. Maurtello

Enclosures

cc: Teresa Salamon, Esq., Genesis HealthCare LLC (w/ encls.)  
Hedy S. Rubinger, Esq. (w/ encls.)  
Kenneth A. Behar, Esq. (w/ encls.)

24266/14 5101100v2

Atlanta | 171 17th Street, NW • Suite 2300 • Atlanta, GA • 30363-1031 | 404.873.8500 • f 404.873.8501  
Washington, D.C. | 2001 Pennsylvania Avenue, NW • Suite 250 • Washington, D.C. • 20006 | 202.677.4030 • f 202.677.4031



# The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Public Health

Division of Health Care Quality

99 Chauncy Street, Boston, MA 02111

617-753-8000

DEVAL L. PATRICK  
GOVERNOR

TIMOTHY P. MURRAY  
LIEUTENANT GOVERNOR

JUDYANN BIGBY, MD  
SECRETARY

LAUREN A. SMITH, MD, MPH  
INTERIM COMMISSIONER

November 28, 2012

Hedy S. Rubinger, Esq.  
Arnall, Golden, Gregory LLP  
171 17<sup>th</sup> Street, NW, Suite 2100  
Atlanta, GA, 30363-1031

BY EMAIL ONLY

Re: Finding of Suitability -- Genesis Acquisition of Twenty-Two Nursing Homes, One Rest Home, One Clinic and Two Hospice Agencies

Dear Attorney Rubinger:

The Massachusetts Department of Public Health, Division of Health Care Quality, received from you on behalf of the applicant a Notice of Intent to Acquire ("NOIA") regarding each of the licensed facilities clinics and agencies noted above and specifically listed in Table "A", attached.

The Department has completed its review of these NOIAs and has determined that the applicants are suitable and responsible for the purchase and licensure of the above referenced facilities, clinics and agencies in accordance with the standards and requirements set forth in 105 CMR 140; 105 CMR 141 and 105 CMR 153.

In making a determination of suitability, the Department evaluated the information that had been submitted by you for these proposed transactions. Please be advised that this determination of suitability and responsibility is effective for a reasonable period of time, not to exceed one year. In the event any of the information submitted to the Department is altered, changed or amended, you are obliged to so inform the Department and this determination becomes voidable.

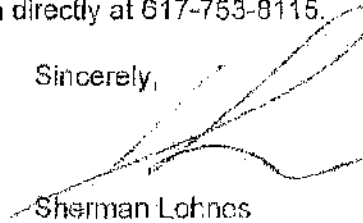
In accordance with 105 CMR 140.104; 105 CMR 141.103 and 105 CMR 153.022(C), the documentation completing the license application – such as a certificate of merger – must be submitted within forty-eight (48) hours after the transfer.

Please send the completed licensure application material to my attention at 99 Chauncy Street, Boston, MA 02111 or by email to [Sherman.Lohnes@state.ma.us](mailto:Sherman.Lohnes@state.ma.us).

Please note that any change in the Medicare provider agreement for the long term care facilities must be coordinated with the Medicare Administrative Contractor that serves the current provider, and copies of the necessary change documents must be provided to David Brown in our office. In addition, if you have not done so already, you should contact the Commonwealth's Provider Enrollment Contractor at (800) 841-2900 as to their requirements involving the transfer of ownership.

If you have any other questions regarding the certification agreements for the non-long term care facilities, please contact Mr. Brown directly at 617-753-8115.

Sincerely,



Sherman Lohnes  
Assistant Director

cc: D. Brown  
B. Kercz  
R. Pawelski  
R. Thaise  
K. Behar  
K. Mauriello

Table "A" -- List of Facilities, Clinics and Hospice Agencies:

DPH Ref. #	Current Trade Name	New Trade Name	Applicant/Proposed Licensee
<b>Nursing Homes -- Open Facilities</b>			
0282-563	Cedar Glen Care and Rehabilitation Center	Cedar Glen Care and Rehabilitation Center*	Harborside Massachusetts Limited Partnership
0249-418	Colonial Heights Care and Rehabilitation Center	Colonial Heights	SunBridge Healthcare, LLC
0905-748	Falmouth Care and Rehabilitation Center	Falmouth Center	Falmouth Healthcare, LLC
0183-543	Glenwood Care and Rehabilitation Center	Glenwood Center	SunBridge Healthcare, LLC
0RXX-735	Hadley at Elaine Care and Rehabilitation Center	Elaine Center at Hadley	SunBridge Healthcare, LLC
0113-651	Hammond House Care and Rehabilitation Center	Hammond Center	SunBridge Healthcare, LLC
0714-676	Maplewood Care and Rehabilitation Center	Maplewood Center	Harborside Massachusetts Limited Partnership
0807-530	Mashpee Care and Rehabilitation Center	Mashpee Center	Mashpee Healthcare, LLC
0307-707	Meadow View Care and Rehabilitation Center	Meadow View Center	SunBridge Healthcare, LLC
0950-550	Milford Care and Rehabilitation Center	Milford Center	SunBridge Healthcare, LLC
0136-422	Sandalwood Care and Rehabilitation Center	Sandalwood Center	SunBridge Healthcare, LLC
0337-514	Saugus Care and Rehabilitation Center	Saugus Center	Harborside Massachusetts Limited Partnership
0130-470	Spring Valley Care and Rehabilitation Center	Spring Valley Center	SunBridge Healthcare, LLC
0712-581	Twin Oaks Care and Rehabilitation Center	Twin Oaks Center	Harborside Massachusetts Limited Partnership

DPH Ref. #	Current Trade Name	New Trade Name	Applicant/Proposed Licensee
0315-960	Wakefield Care and Rehabilitation Center	Wakefield Center	Wakefield Healthcare, LLC
0788-327	Westfield Care and Rehabilitation Center	Westfield Center	Westfield Healthcare, LLC
0250-543	Wood Mill Care and Rehabilitation Center	Wood Mill Center	SunBridge Healthcare, LLC
<b>Nursing Homes – Closed Facilities</b>			
0257-237	SunBridge Care and Rehabilitation for Broadway	SunBridge Care and Rehabilitation for Broadway*	SunBridge Healthcare, LLC
0626-337	SunBridge Care and Rehabilitation for Fall River	SunBridge Care and Rehabilitation for Fall River	SunBridge Healthcare, LLC
0435-218	SunBridge Care and Rehabilitation for Robin House	SunBridge Care and Rehabilitation for Robin House	SunBridge Healthcare, LLC
0254-315	SunBridge Care and Rehabilitation for Town Manor	SunBridge Care and Rehabilitation for Town Manor	SunBridge Healthcare, LLC
0128-420	SunBridge Care and Rehab for Worcester	SunBridge Care and Rehabilitation for Worcester	SunBridge Healthcare, LLC
<b>Rest Homes</b>			
1320-105	Rosewood Rest Home	Rosewood Center	SunBridge Healthcare, LLC
<b>Clinic</b>			
4R95-002	Sundance Rehabilitation Agency of Massachusetts	Sundance Rehabilitation Agency of Massachusetts**	SunDance Rehabilitation Agency Inc.

Hospice Agencies			
7PKE-006	SolAmor Hospice	SolAmor Hospice **/***	Allegiance Hospice Care of Massachusetts, Inc.
7ADX-011	SolAmor Hospice	SolAmor Hospice **/***†	Allegiance Hospice Care of Southeastern Massachusetts LLC

\* Name to change to "Hathorne Hill" upon the relocations involving Cedar Glen Care and Rehabilitation Center and SunBridge Care and Rehabilitation for Broadway to a new building in 2013. The number of beds at the new facility is being increased beyond Cedar Glen Care and Rehabilitation Center's current bed number through the transfer of beds from SunBridge Care and Rehabilitation for Broadway, which is currently closed with beds out of service.

\*\*No change to existing name proposed in NOIA.

\*\*\*NOIA for subsequent change of ownership received, reviewed and approved separately by DPH.

†This will require a distinctive name upon the final transfer.

# Delaware

---

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:


"JAM ACQUISITION LLC", A DELAWARE LIMITED LIABILITY COMPANY, WITH AND INTO "SUN HEALTHCARE GROUP, INC." UNDER THE NAME OF "SUN HEALTHCARE GROUP, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FIRST DAY OF DECEMBER, A.D. 2012, AT 12:01 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF DECEMBER, A.D. 2012, AT 12:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3601097 8100  
121283373



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 0026985  
DATE: 12-1-12

CERTIFICATE OF MERGER  
OF  
JAM ACQUISITION LLC  
INTO  
SUN HEALTHCARE GROUP, INC.

---

Pursuant to Section 18-209 of the Delaware Limited Liability Company Act  
and Section 264 of the General Corporation Law of the State of Delaware

---

FIRST: The name and jurisdiction of formation or organization and domicile of each of the constituent entities is: Jam Acquisition LLC, which was formed as and is a Delaware limited liability company (the "LLC") and Sun Healthcare Group, Inc., which was organized as and is a Delaware corporation (the "Corporation").

SECOND: The LLC and the Corporation have entered into an Agreement and Plan of Merger, dated as of June 20, 2012 (the "Merger Agreement"), providing for the merger of the LLC with and into the Corporation pursuant to Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") and Sections 251 and 264 of the General Corporation Law of the State of Delaware (the "DGCL"). The Merger Agreement has been approved, adopted, certified, executed and acknowledged in accordance with Sections 18-204 and 18-209 of the DLLCA in the case of the LLC and Sections 103, 251 and 264 of the DGCL in the case of the Corporation.

THIRD: The Corporation shall be the surviving entity of the merger and the Amended and Restated Certificate of Incorporation of the Corporation, as amended, shall be amended and restated to read in its entirety as set forth in Exhibit A attached hereto.

FOURTH: The Merger Agreement is on file at the offices of the Corporation at 18831 Von Karman, Suite 400, Irvine, California 92612. A copy of the Merger Agreement will be furnished by the Corporation, on request and without cost, to any member of the LLC or to any stockholder of the Corporation.

FIFTH: This Certificate of Merger shall be effective at 12:01 a.m. EST on December 1, 2012.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Merger to be executed by its duly authorized officer in its corporate name as of November 30, 2012.

SUN HEALTHCARE GROUP, INC.

By: 

Name: William A. Mathies

Title: Chief Executive Officer

**EXHIBIT A**

**AMENDED AND RESTATED  
CERTIFICATE OF INCORPORATION  
OF  
SUN HEALTHCARE GROUP, INC.**

**FIRST:** The name of the Corporation is Sun Healthcare Group, Inc. (the "Corporation").

**SECOND:** The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, 19808. The name of its registered agent at that address is Corporation Service Company.

**THIRD:** The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of the State of Delaware as set forth in Title 8 of the Delaware Code (the "GCL").

**FOURTH:** The total number of shares of stock which the Corporation shall have authority to issue is One Hundred (100) shares of Common Stock, each having a par value of One Penny (\$0.01).

**FIFTH:** The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

- (1) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors.
- (2) The directors shall have concurrent power with the stockholders to make, alter, amend, change, add to or repeal the Bylaws of the Corporation.
- (3) The number of directors of the Corporation shall be as from time to time fixed by, or in the manner provided in, the Bylaws of the Corporation. Election of directors need not be by written ballot unless the Bylaws so provide.
- (4) A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation

thereof is not permitted under the GCL as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

(5) In addition to the powers and authority hereinbefore or by statute expressly conferred upon them, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the GCL, this Amended and Restated Certificate of Incorporation, and any Bylaws adopted by the stockholders; provided, however, that no Bylaws hereafter adopted by the stockholders shall invalidate any prior act of the directors which would have been valid if such Bylaws had not been adopted.

SIXTH: Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the GCL) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation.

SEVENTH: The Corporation expressly elects not to be governed by Section 203 of the GCL.

EIGHTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Amended and Restated Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.





## REQUEST FOR BEDS OUT OF SERVICE

See instructions for when  
and where to submit this form.

## FACILITY INFORMATION:

1. GLENWOOD CENTER

Facility Name

0123

License No.

2. 557 VARNUM AVENUE LOWELL MA 01851

Facility Address (Street, City/Town, ZIP – Indicate last operational address for closed facility.)

3. MICHAEL T BERG

Facility Representative's Name

4. 101D SUN AVENUE NE, ALBUQUERQUE NM 87109

Facility Representative's Address (if other than Facility Address)

5. VIRGINIA.I.LOVELACE@GENESISHHCC.COM

Email Address

6. 505-468-4742

Telephone Number

## BED INFORMATION:

1. ☐ Initial request ☒ Renewal of previously approved request.

2. ☒ All beds – facility is closed. (Note: Closure of an entire facility requires notification to DPH, the submission of a closure plan and DPH approval before the transfers begin and closure occurs.)

☐ Not all beds – facility will remain open. (Complete table below, specifying which beds, rooms, or units are to be taken out of service. Attach additional pages if needed.)

NUMBER OF LICENSED BEDS:				101
CURRENT OPERATING CAPACITY OF FACILITY prior to this request:				101
PROPOSED OPERATING CAPACITY OF FACILITY as a result of this request:				
Effective Date:	Unit Name/Floor of Beds To Be Out of Service:	Room or Bed Numbers To Be Out of Service (Which Beds):	Level of Beds To Be Out of Service	Quantity of Beds To Be Out of Service (How Many Beds):
01/01/2017	101			101
TOTAL:				101

3. Are any of the beds for which approval is being requested presently occupied?

\_\_\_\_ Yes (Note: Approval for beds out of service will not be effective for beds that remain occupied.  
The transfer or discharge of each resident or patient must comply with all state and federal  
transfer/discharge regulations.)

X  No ... Proceed to Question 4.

4. Is the space where the proposed Out of Service Beds are presently located to be used for a purpose other than a resident room?

     Yes -- Contact the Plan Review to notify them of planned space usage changes.

X No. - Proceed to Question 5.

5. Are beds being placed out of service pending new construction, structural renovations (other than of a minor cosmetic nature), or a change in the use of currently licensed bed space?

       Yes (Note: All new construction, structural renovations or any change in use must comply with applicable Determination of Need and Plan Review regulations.)

  X   No – Proceed to Question 6.

6. Has a date to re-open these beds been established?

\_\_\_\_ Yes -- Proposed date of re-opening: \_\_\_\_\_ (Note: Reactivation requires prior approval from DPH. Complete the "Re-activation" section of the form as indicated, below.)

X No - Please indicate the circumstances leading to this request, and plans for these beds:

REQUEST IS MADE TO CONTINUE TO HOLD THESE REDS OUT OF SERVICE

I certify that to the best of my knowledge the information provided herein and attached is true and correct, and that I have been duly authorized by the licensee to submit this request. I understand that prior to opening any beds approved by DFH to be taken out of service, written approval must be requested and obtained in advance to re-open such beds.

Signature of Facility Representative  
MICHAEL T. BERG

12/20/2018

Date \_\_\_\_\_

FOR DPH USE ONLY:

12/28/16  
DATE APPLICATION RECEIVED

APPROVED: *[Signature]*

FROM: 11/17

THROUGH: 12/31/77

DENIED:

1. ☐ Beds still occupied.
2. ☐ Transfer/discharge requirements not met.
3. ☐ Closure plan requirements not met.
4. ☐ Other: \_\_\_\_\_

Facility Name and Address: \_\_\_\_\_



## REQUEST FOR RE-ACTIVATION OF BEDS CURRENTLY OUT OF SERVICE

*Please submit a copy of the facility's previously approved Request for Beds out of Service with this Reactivation Request.*

<b>NUMBER OF LICENSED BEDS:</b>				
N/A <b>CURRENT OPERATING CAPACITY OF FACILITY</b> as the result of a previous Beds Out of Service request:				
<b>PROPOSED OPERATING CAPACITY OF FACILITY</b> as a result of this Bed Reactivation request:				
Proposed Effective Date of Reactivation:	Unit Name/Floor of Beds to be Returned to Service:	Room or Bed Numbers of Beds to be Reactivated (Which Beds):	Level of Beds To Be Returned to Service:	Quantity of Beds To Be Returned to Service (How Many Beds):
<b>TOTAL:</b>				

**PLEASE ATTACH:**

- ☐ A copy of the projected staffing pattern for the affected unit(s) to accommodate the reactivated beds.
- ☐ Verification that new employees have completed orientation, if applicable.
- ☐ A copy of the local building certificate verifying the allowance of the beds requested.
- ☐ A copy of the most recent DPH and local fire certificates.

I certify that, to the best of my knowledge, the information provided herein and attached is true and correct, and that:

- I have been duly authorized by the licensee to submit this request;
- the facility is in compliance with all state licensure and, if applicable, all Medicare/Medicaid participation requirements;
- all resident rooms will be ready to receive residents in accordance with licensure requirements on the Effective Date listed above;
- prior to the re-opening of these beds the facility will test the call system to assure its proper operation at the bedside and nurses' station, and ensure that adequate staffing and the beds, bed curtains, bedside cabinet and personal care items are in place.

Signature of Facility Representative \_\_\_\_\_

Date \_\_\_\_\_

**FOR DPH USE ONLY:**

Reviewed By \_\_\_\_\_

Date Received \_\_\_\_\_

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_

Remarks: \_\_\_\_\_



## REQUEST FOR BEDS OUT OF SERVICE

*See instructions for when  
and where to submit this form.*

### FACILITY INFORMATION:

1. COLONIAL HEIGHTS  
Facility Name
2. 555 SOUTH UNION STREET LAWRENCE MA 01843  
Facility Address (Street, City/Town, ZIP – Indicate last operational address for closed facility.)
3. MICHAEL T BERG  
Facility Representative's Name
4. 101D SUN AVENUE NE, ALBUQUERQUE NM 87109  
Facility Representative's Address (if other than Facility Address)
5. VIRGINIA.LOVELACE@GENESISHC.COM  
Email Address
6. 505-468-4742  
Telephone Number

0	2	4	5
---	---	---	---

License No.

### BED INFORMATION:

1. ☐ Initial request. ☒ Renewal of previously approved request.
2. ☒ All beds – facility is closed. (Note: Closure of an entire facility requires notification to DPH, the submission of a closure plan and DPH approval before the transfers begin and closure occurs.)
- ☐ Not all beds – facility will remain open. (Complete table below, specifying which beds, rooms, or units are to be taken out of service. Attach additional pages if needed.)

NUMBER OF LICENSED BEDS:				90
CURRENT OPERATING CAPACITY OF FACILITY prior to this request:				90
PROPOSED OPERATING CAPACITY OF FACILITY as a result of this request:				
Effective Date:	Unit Name/Floor of Beds To Be Out of Service:	Room or Bed Numbers To Be Out of Service (Which Beds):	Level of Beds To Be Out of Service	Quantity of Beds To Be Out of Service (How Many Beds):
01/01/2017	90			90
TOTAL:				90

3. Are any of the beds for which approval is being requested presently occupied?

Yes (Note: Approval for beds out of service will not be effective for beds that remain occupied.  
The transfer or discharge of each resident or patient must comply with all state and federal transfer/discharge regulations.)

X No – Proceed to Question 4.

4. Is the space where the proposed Out of Service Beds are presently located to be used for a purpose other than a resident room?

Yes – Contact the Plan Review to notify them of planned space usage changes.

X No – Proceed to Question 5.

5. Are beds being placed out of service pending new construction, structural renovations (other than of a minor cosmetic nature), or a change in the use of currently licensed bed space?

       Yes (Note: All new construction, structural renovations or any change in use must comply with applicable Determination of Need and Plan Review regulations.)

X No - Proceed to Question 8.

6. Has a date to re-open these beds been established?

\_\_\_\_ Yes — Proposed date of re-opening: \_\_\_\_\_ (Note: Reactivation requires prior approval from DPH. Complete the "Re-activation" section of the form as indicated, below.)

X No - Please indicate the circumstances leading to this request, and plans for these beds:

REQUEST IS MADE TO CONTINUE TO HOLD THESE REDS OUT OF SERVICE

I certify that to the best of my knowledge the information provided herein and attached is true and correct, and that I have been duly authorized by the licensee to submit this request. I understand that prior to opening any beds approved by DPH to be taken out of service, written approval must be requested and obtained in advance to re-open such beds.

Signature of Facility Representative  
MICHAEL T. BERG

12/20/2016

Date \_\_\_\_\_

FOR DPH USE ONLY:

12/28/16  
DATE APPLICATION RECEIVED

APPROVED: *[Signature]*

DENIED:

FROM: *11/17*

1. ☐ Beds still occupied.  
2. ☐ Transfer/discharge requirements not met.

THROUGH: 11/12/30/17

3. ☐ Closure plan requirements not met.

Facility Name and Address: \_\_\_\_\_



## REQUEST FOR RE-ACTIVATION OF BEDS CURRENTLY OUT OF SERVICE

*Please submit a copy of the facility's previously approved Request for Beds out of Service with this Reactivation Request.*

<b>NUMBER OF LICENSED BEDS:</b>				
N/A <b>CURRENT OPERATING CAPACITY OF FACILITY</b> as the result of a previous Beds Out of Service request:				
<b>PROPOSED OPERATING CAPACITY OF FACILITY</b> as a result of this Bed Reactivation request:				
Proposed Effective Date of Reactivation:	Unit Name/Floor of Beds to be Returned to Service:	Room or Bed Numbers of Beds to be Reactivated (Which Beds):	Level of Beds To Be Returned to Service:	Quantity of Beds To Be Returned to Service (How Many Beds):
<b>TOTAL:</b>				

**PLEASE ATTACH:**

- ☐ A copy of the projected staffing pattern for the affected unit(s) to accommodate the reactivated beds.
- ☐ Verification that new employees have completed orientation, if applicable.
- ☐ A copy of the local building certificate verifying the allowance of the beds requested.
- ☐ A copy of the most recent DPH and local fire certificates.

I certify that, to the best of my knowledge, the information provided herein and attached is true and correct, and that:

- I have been duly authorized by the licensee to submit this request;
- the facility is in compliance with all state licensure and, if applicable, all Medicare/Medicaid participation requirements;
- all resident rooms will be ready to receive residents in accordance with licensure requirements on the Effective Date listed above;
- prior to the re-opening of these beds the facility will test the call system to assure its proper operation at the bedside and nurses' station, and ensure that adequate staffing and the beds, bed curtains, bedside cabinet and personal care items are in place.

Signature of Facility Representative \_\_\_\_\_

Date \_\_\_\_\_

**FOR DPH USE ONLY:**

Reviewed By \_\_\_\_\_

Date Received \_\_\_\_\_

Approved: Yes \_\_\_\_\_ No \_\_\_\_\_ Date \_\_\_\_\_

Remarks: \_\_\_\_\_



***Business Certificate Registration***  
**Town of Dracut**

Type: **ORIGINAL**  
Book #: **68**  
Page: **149**

Original Issue: **09/08/2017**  
Renew: **09/08/2021**  
Expiration: **09/08/2021**

In conformity with the provisions of Massachusetts General Laws, Ch 110 Sec. 5, as amended, the undersigned hereby declares that the business is conducted under the title of:

**SUNBRIDGE HC DBA MERRIMACK VALLEY CENTER**  
**55 LOON HILL RD DRACUT, MA 01826**

Said business is conducted by the following named person(s). If a corporation, include the title of each corporate officer signing the certificate.

<u>Name</u>	<u>Address</u>
SHERMAN MICHAEL	101 E STATE ST KENNETT SQUARE, PA 19348

**A TRUE COPY ATTEST**

*Kathleen M. Graham*

KATHLEEN M. GRAHAM  
Town Clerk  
DRACUT MA 01826

SHERMAN MICHAEL

Phone #: **610-444-6350**

Type of Business **NURSING FACILITY**

Appeared before me the above named who did acknowledge the foregoing to be a true and accurate account and who in my presence did affix their hand and seal, given under the pains and penalties of perjury this 8th day of September 2017.

SEE ATTACHED

In accordance with the provisions of Massachusetts Laws the business certificate shall be in effect for a period of 4 years from the date of issue and shall be renewable by the applicant every four years thereafter. In the event of discontinuance, withdrawal of partnership, amendment, or amendment of the certificate in any manner it shall be necessary to file with the Town Clerk such change, under oath. Such change shall be recorded with and become part of the original filing. Copies of the Business Certificate shall be available at the address of the business and shall be furnished to any persons making purchases of goods or services upon request.

Violations regarding the "Business Certificate" statute, so called, are subject to a fine of \$300.00 for each month of violation.

Notice: While this certificate registers your business it does not give you the right to conduct business in a non-business zone, or to operate said business in any manner which shall be in violation of Town By-Laws or Zoning.

RECEIVED  
TOWNSHIP OFFICE

17 SEP -8 AM 9:39

RECEIVED  
TOWNSHIP OFFICE  
SEP 17 1978

# The Commonwealth of Massachusetts

BUSINESS CERTIFICATE

Town of Dracut

August 15

2017

In conformity with the provisions of Chapter one hundred and ten, Section five of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of Merrimack Valley Center

is conducted at

Number 55 Loon Hill Road

Street

Dracut

CITY OR TOWN

by the following named persons.

FULL NAME

RESIDENCE

SunBridge Healthcare, LLC

101 E. State Street, Kennett Square PA 19348

Signed

M. Sherman

(SIGNATURE)

(SIGNATURE)

(SIGNATURE)

(SIGNATURE)

Pennsylvania

The Commonwealth of Massachusetts

Chester County

SS.

August 15

2017

Personally appeared before me the above-named Michael Sherman

and made oath that the foregoing statement is true.

A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

Expiration Date 3-23-20

(Seal)

Deborah L. Camponelli

Notary Public

TITLE

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Deborah L. Camponelli, Notary Public  
West Chester Boro, Chester County  
My Commission Expires March 23, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

*Town of Dracut*  
Office of the Town Clerk

DATE	Receipt	Receipt #
09/08/2017		63432

Account #	Code	Description	#	Amount	Total
01.4320.4426	3	BUSINESS CERTIFICATE	1	\$ 40.00	\$ 40.00
Total Unknown Payment Type					40.00
Total .....				\$ 40.00	

# **Attachment 9**

## **Other Pertinent Data**



Sutton Hill  
1801 Turnpike Street  
North Andover, MA 01845-6322

July 3, 2017

Sutton Hill Genesis HealthCare is committed to excellence in care and services. Once a year we ask our residents to participate in a formal survey to give us feedback. Learning about your experience will help us continue to improve.

As part of our commitment to quality, we have partnered with ServiceTrac, a national independent research firm to conduct a survey. This survey is designed to give you the opportunity to express your opinion about the experience of care at Sutton Hill.

Your opinion does count! Every comment helps us better understand what's important and where there may be opportunities to improve.

It takes 10 minutes or less to complete the survey and be assured your responses will be kept completely anonymous and confidential.

For your convenience, we are offering the survey online. **By using the online option, your anonymous feedback will be visible immediately to our Center staff.** To take the survey online, just enter the following address into your web browser:

<http://surveys.servicetrac.com/genesis-resident>

Enter the following password **jj599h9** to take the survey.

If you do not wish to take the survey online, you can complete the enclosed paper copy and return it to the collection box provided. For each question, please answer by marking the box under your answer, as shown below:

How well staff handles your family member's concerns?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The food?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Thank you in advance for taking the time to participate. It is a privilege to serve you.

Sincerely,

**Gary DiPietro**  
Center Executive Director

## RESIDENT EXPERIENCE SURVEY

Please answer the questions in the survey about your life at Sutton Hill.

Mark the square next to your response. If a question does not apply to you, please leave it blank and go on to the next question.

**The three questions below are part of a national initiative to ensure the quality of skilled nursing facilities.**

	Poor	Average	Good	Very Good	Excellent
In recommending this facility to your friends and family, how would you rate it overall?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall, how would you rate the staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How would you rate the care you receive?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**How well did we MEET YOUR EXPECTATIONS for each of the following?**

	Not Met	Nearly Met	Met	Exceeded	Far Exceeded
Staff treating you with compassion?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the facility works to involve your family members in your care?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The amount of interaction you have with the staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well staff handles your concerns?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The amount of meaningful things to do?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The cleanliness?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well you are able to follow your preferred daily routine?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Your ability to make choices?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**How well did we MEET YOUR EXPECTATIONS for each of the following?**

	Not Met	Nearly Met	Met	Exceeded	Far Exceeded
Your relationship with the staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Availability of spiritual/religious activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff addressing your daily needs and requests in a timely manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff being knowledgeable of your individual care needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managers being easy to approach with questions and concerns?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Concerns being addressed in a timely manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security of personal belongings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The dining experience overall?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff working together as a team?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Did someone help you complete this survey? ☐ Yes ☐ No

How did that person help you? **Please select all that apply.**

- |  |  |
|--|--|
| <input type="checkbox"/> Read the questions to me      | <input type="checkbox"/> Translated the questions into my language |
| <input type="checkbox"/> Wrote down the answers I gave | <input type="checkbox"/> Helped in some other way                  |
| <input type="checkbox"/> Answered the questions for me |  |

Please use the space below for any comments, suggestions or concerns.

**THANK YOU. Please return completed survey to the collection location provided.**



Hollywood Manor  
149 High Street  
Madison, NJ 07860-9600

October 1st, 2016

Dear Cary Grant,

**Hollywood Manor Center** Genesis HealthCare is committed to excellence in care and services. Once a year we ask the families of our residents to participate in a formal survey to give us feedback. Learning about your experience will help us continue to improve. This survey is specifically for family members; our residents participated in their own survey during the summer.

As part of our commitment to quality, we have partnered with ServiceTrac, a national independent research firm to conduct a survey. This survey is designed to give you the opportunity to express your opinion about the experience of care at **Hollywood Manor Center**.

Your opinion does count! Every comment helps us better understand what's important and where there may be opportunities to improve.

It takes 10 minutes or less to complete the survey and be assured your responses will be kept completely anonymous and confidential.

For your convenience, we are offering the survey online. **By using the online option, your anonymous feedback will be visible immediately to our Center staff.** To take the survey online, just enter the following address into your web browser:

<http://surveys.servicetrac.com/genesis-family>

Enter the following password **gg9klj1** to take the survey.

If you do not wish to take the survey online, you can complete the enclosed paper copy and return it in the postage-paid envelope provided. Some centers may also have a ballot box available for your convenience. For each question, please answer by marking the box under your answer, as shown below:

How well staff handles your family member's concerns?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
The food?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Thank you in advance for taking the time to participate. It is a privilege to serve you.  
Sincerely,

**Howard Hawkes**  
Center Executive Director

## FAMILY EXPERIENCE SURVEY

Please answer the questions in the survey about your family member's stay at Hollywood Manor Center.  
Click the circle next to your response. If a question does not apply to you, please leave it blank and go on to the next question.

**The three questions below are part of a national initiative to ensure the quality of skilled nursing facilities.**

	Poor	Average	Good	Very Good	Excellent
In recommending this facility to your friends and family, how would you rate it overall?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall, how would you rate the staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How would you rate the care your family member receives?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**How well did we MEET YOUR EXPECTATIONS for each of the following?**

	Not Met	Nearly Met	Met	Exceeded	Far Exceeded
Treating you and your family member with compassion?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the facility works to involve you in your family member's care?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The amount of interaction your family member has with the staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well staff handles your family member's concerns?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The amount of meaningful things for your family member to do?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The cleanliness?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well your family member is able to follow his or her preferred daily routine?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Your family member's ability to make choices?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Availability of spiritual/religious activities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff addressing your family member's daily needs and requests in a timely manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff being knowledgeable of your family member's individual care needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



160010090098171

**How well did we MEET YOUR EXPECTATIONS for each of the following?**

	Not met	Nearly Met	Met	Exceeded	Far Exceeded
Managers being easy to approach with questions and concerns?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Concerns being addressed in a timely manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Security of personal belongings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The dining experience overall?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff working together as a team?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Are you male or female?

☐ Male

☐ Female

Did someone help you complete this survey?

☐ Yes

☐ No

How did that person help you? *Please select all that apply.*

☐ Read the questions to me

☐ Translated the questions into my language

☐ Wrote down the answers I gave

☐ Helped in some other way

☐ Answered the questions for me

What factors are most important to you for your family member's continued care at this center?

*Please select all that apply.*

☐ Your relationships with staff

☐ Your family member's relationships with staff

☐ Convenience of location

☐ Reputation

☐ Programming - faith services, trips, formal and informal activities

Please use the space below for any comments, suggestions or concerns.

# Genesis

## Hollywood Manor

454 Broadway  
Andover, MA 01810  
Ph: 978-474-7500

March 3, 2017

Cary Grant  
27 Main Street  
Andover, MA 01810

Dear Cary Grant:

I hope that you are doing well after your recent stay in our Center. It was a pleasure to serve you.

Our Center is committed to providing excellence in care and services. We regularly ask our customers who have returned home to give us feedback on their experiences in our Center. Learning about your experience will help us continue to improve our overall care and services. We have partnered with ServiceTrac, a national independent research firm to conduct a survey. Any information you provide will be kept strictly confidential. If you would like to discuss any issues with someone from the Center, please provide your name and contact information on the comments section at the end of the survey. We value your feedback and may share patient comments anonymously on our website. Your personal information will be kept confidential.

Thank you in advance for your participation.

Sincerely,

*Howard Hawks*

Administrator

For your convenience, we are offering the survey online. **By using the online option, your anonymous feedback will be available immediately to our Center staff.** To take the survey online, just enter the following address into your web browser:

<http://surveys.servicetrac.com/genesis-shortstay>

When prompted, enter the following code to access the online survey: **ABCD124**

If you do not wish to take the survey online, you can complete the enclosed paper copy and return it in the postage-paid envelope provided. For each question, please answer by marking the box under your rating, as shown below:

	Poor	Average	Good	Very Good	Excellent
Made you feel welcome on arrival	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Helped you understand what to expect throughout your stay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

## Hollywood Manor

### Former Patient Satisfaction Survey

Using a blue or black pen, mark your answers with an X. If a question does not apply to you, please leave it blank and go on to the next question.

**The four questions below are part of a national initiative to ensure the quality of skilled nursing facilities.**

	Poor	Average	Good	Very Good	Excellent
In recommending this facility to your friends and family, how would you rate it overall?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Overall, how would you rate the staff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How would you rate the overall care you received?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How would you rate how well your discharge needs were met?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**How would you rate each of the following?**

	Poor	Average	Good	Very Good	Excellent
Made you feel welcome on arrival	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Helped you understand what to expect throughout your stay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Involved you, and your family, in your care	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clearly communicated your daily schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Treated you with compassion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Listened carefully to you	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Responded appropriately to your daily needs and requests	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well the staff helped you when you had pain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
How well staff handled your concerns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provided a comfortable environment for recovery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Your ability to follow your preferred daily routine	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Opportunities during your stay to engage in things that were relaxing or enjoyable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



123456789

## Hollywood Manor

(Continued from first page) How would you rate each of the following?

	Poor	Average	Good	Very Good	Excellent
The quality of the dining experience	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The cleanliness of the center	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The therapy you received	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Provided a discharge plan with clear instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please rate the quality of care provided by the clinical team:

	Poor	Average	Good	Very Good	Excellent
Nursing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Physicians	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Therapists	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Did someone help you complete this survey?

☐ Yes ☐ No

How did that person help you? (Check all that apply)

☐ Read the questions to me ☐ Translated the questions into my language  
☐ Wrote the answers I gave ☐ Helped in some way  
☐ Answered the questions for me

What did you like best about your stay? What did we do well?

What did you like least about your stay? What could we improve?



**Hollywood Manor**  
454 Broadway  
Andover, MA 01810

Cary Grant  
27 Main Street  
Andover, MA 01810

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## Genesis Palliative Telephone 2017

To measure how well your expectations were met, most of the questions use a 1 to 5 numeric scale. 1 represents Not Met, 2 is Nearly Met, 3 is Met, 4 is Exceeded, and lastly, 5 represents when your expectations were Far Exceeded.

Using the 1 to 5 scale, while caring for your loved one, how well did we meet your expectations for...

	1	2	3	4	5
Treating your loved one and family with compassion?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assisting your loved one with emotional support?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing your loved one's symptoms, including pain?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Offering spiritual resources to your loved one?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Listening to your concerns?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accommodating you and your family's needs for comfort and privacy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Providing enough information about your loved one's medications and their use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Informing you about your loved one's condition and what to expect next throughout the process?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Following your loved one's wishes at end of life?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Treating your loved one with dignity and respect after their passing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Showing respect and consideration to you and your family after your loved one's passing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Providing opportunities with the caregiving team to remember and celebrate your loved one's life?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The next question uses the following answer scale, Not at All, Somewhat, Comfortable, Very Comfortable and Extremely Comfortable.

	Not at all	Somewhat	Comfortable	Very Comfortable	Extremely Comfortable
How comfortable are you recommending this Center to your friends and family?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

And lastly, do you have any comments that you would like our Center team to know?

Thank you for taking the time to answer these questions. Again, we extend our deepest sympathies and appreciate that you would give your time and share your experiences on this call.

## OPS203 Communication with Persons with Limited English Proficiency (LEP)

<b>MANUAL TITLE:</b>	Center Operations Policies and Procedures
<b>POLICY TITLE:</b>	OPS203 Communication with Persons with Limited English Proficiency (LEP)
<b>APPLICATION:</b>	Genesis HealthCare Service Locations
<b>EFFECTIVE DATE:</b>	12/01/12
<b>REVIEW DATE:</b>	10/10/16
<b>REVISION DATE:</b>	10/18/16

### **POLICY**

Genesis HealthCare will take reasonable steps to ensure that persons with Limited English Proficiency (LEP) have meaningful access and an equal opportunity to participate in the services, activities, programs, and other benefits as provided by Genesis HealthCare service locations ("GHC service locations").

The policy of Genesis HealthCare is to ensure meaningful communication with LEP patients and their authorized representatives involving their medical conditions and treatments. The policy also provides for effective communication of information contained in significant communications, significant publications, and vital documents including, but not limited to, all documents included in outreach, education, marketing, admissions documents, waivers of rights, complaint forms, consent to treatment forms, and financial and insurance benefit forms. All required communication assistance will be provided at no cost to patients or their families.

GHC service locations must:

- Provide language assistance through the use of external interpretation and translation services, technology and/or telephonic interpretation services. GHC service locations have a formal contract with Language Line Solutions ("Language Line") to provide these services.
- Notify all staff of this policy and procedure and ensure that employees who may have direct contact with LEP individuals are aware of the service location responsibilities for securing interpreter services.
- Provide interpreters, translators, and other aids without cost to the patient or his/her family.
- Ensure that patients understand their right to receive language assistance services.

### **PURPOSE**

To improve access to care, quality of care, and health outcomes for patients with culturally diverse communication and language needs.

### **PROCEDURE**

#### **1. Identifying LEP Persons and Their Languages:**

- 1.1 Service location staff will promptly identify the language and communication needs of the LEP person. If a foreign language is the preferred means of communication, Admissions staff, Social Services staff, or designee will offer to arrange for a qualified interpreter when needed, at no charge to the patient or his/her family. The Interpreter Request Form will be completed whenever an offer of an interpreter is made.

1.1.1 The Interpreter Request Form will be maintained in the Admission section of the medical record.

#### **2. Obtaining a Qualified Interpreter:**

- 2.1 The service location shall not require an LEP person to provide his or her own interpreter. Acceptance of language assistance service is not required.

2.2 The Social Services Department is the service location resource for obtaining interpreter services. To enable this process, external interpreter services will be obtained through Language Line at 1-866-874-3972.

2.2.1 Upon contacting Language Line, the caller will be required to provide the Genesis Client ID number 291005 along with the location's business unit number to access services.

2.2.2 Language Line is available on a 24/7 basis to provide interpreter support.

2.3 Some LEP persons may prefer or request a resident representative as an interpreter. However, resident representatives of the LEP person will not be used except in the following situations.

2.3.1 In an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no qualified interpreter for the LEP person immediately available.

2.3.2 The LEP person specifically requests that the resident representative(s) interpret or facilitate communication, the resident representative(s) agree to provide such assistance, and the reliance on the resident representative(s) for such assistance is appropriate under the circumstances.

2.3.2.1 The request for a resident representative(s) to interpret or facilitate communication will only be approved **after** the LEP person has understood that an offer of an interpreter at no charge to the person has been made by the service location.

2.3.2.2 Such an offer and the response will be documented in the patient's medical record and on the *Interpreter Request Form*, as well as in the patient's plan of care.

2.3.2.3 If the LEP person chooses to use a resident representative as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the resident representative is not competent or appropriate for any of these reasons, qualified external interpreter services will be provided to the LEP person.

2.3.3 Minor children are not permitted to interpret or facilitate communication, except in an emergency involving an imminent threat to the safety or welfare of an individual or the public where there is no qualified interpreter for the LEP person immediately available.

2.3.4 Other patients will not be used to facilitate communication.

2.4 The service location shall not require a LEP person to rely on staff other than qualified bilingual/multilingual staff to communicate directly with LEP persons.

2.4.1 The service location follows the Qualified Staff Interpreter Proficiency Testing Instructions to schedule employee testing.

### **3. Providing Translations of Written Material:**

3.1 When translation of vital documents is needed, locations will work with Language Line to ensure that accurate oral translation of written materials is provided.

### **4. Providing Video Remote Interpreting (VRI) Services:**

4.1 When VRI services are used for interpretation, the service location shall provide:

4.1.1 Real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless that delivers high quality video images that do not produce lags, choppy, blurry, or grainy communication;

4.1.2 A sharply delineated image that is large enough to display the interpreter's face and the participating individual's face regardless of the individual's body position;

- 4.1.3 A clear, audible transmission of voices; and
  - 4.1.4 Adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the video remote interpreting.
- 4.2 Service locations follow the Civil Rights Compliance – IT Support Services Instructions to obtain VRI services.

**Refer to:**

- Civil Rights Grievance policy
- Auxiliary Aids and Services for Persons with Disabilities policy
- Social Services Policies and Procedures, Communication: Special Needs policy
- Qualified Staff Interpreter Proficiency Testing Instructions
- Civil Rights Compliance – IT Support Services Instructions



## Language Line – Quick Reference Guide

### HOW TO ACCESS AN INTERPRETER

- **From any phone** follow the instructions below. Note, if you have conference calling features, please be sure to use it before you place your call.
  1. Dial **1-866-874-3972**
  2. Provide your Client ID # **2 9 1 0 0 5**
  3. Select the language you need
    - a. Press 1 for Spanish
    - b. Press 2 for all other languages and state the name of the language you need
    - c. Press 0 for assistance if you do not know the language
  4. Provide your access code -**Please Enter 5 digit Business Unit Number**  
You will be connected to an interpreter who will provide his/her name and ID number.  
Please document this information in the patient's chart or note.
  
- **Dual-handset phones can be ordered from the Genesis IT Department. From the Language Line dual-handset phone:**
  1. Press the red "Interpreter" button
  2. Press the white "Client ID" button
  3. Select the language you need
    - a. Press 1 for Spanish
    - b. Press 2 for all other languages and state the name of the language you need
    - c. Press 0 for assistance if you do not know the language
  4. Provide your **Please Enter 5 digit Business Unit Number**
  5. You will be connected to an interpreter who will provide his/her name and ID number.  
Please document this information in the patient's chart or note. Pass the handset to your patient/visitor.

### ON-SITE INTERPRETATION SERVICES: HOW TO ACCESS AN INTERPRETER

1. Dial **1-888-225-6056**.
2. Provide name of staff member, center name and center address including building number if applicable, and phone number for return call.
3. Indicate language to be interpreted.
4. The caller will receive a return call when the interpreter services have been scheduled.

---

#### IMPORTANT INFORMATION:

**INTERPRETER IDENTIFICATION** - Interpreters identify themselves by name and ID number. Feel free to note this information for future reference if your organization requires it for their records or to comply with regulatory requirements.

**WORKING WITH AN INTERPRETER** - At the beginning of the call, briefly tell the interpreter the nature of the call. Speak directly to the limited English speaking speaker, not to the interpreter, and pause at the end of a complete thought. Please note, to ensure accuracy, your interpreter may sometimes ask for clarification or repetition.

**CUSTOMER SERVICE** - To provide feedback, commend an interpreter, or report any service concerns, call 1-800-752-6096 or go to [www.language-line.com](http://www.language-line.com), and click on the "Customer Service" tab to complete a Voice of the Customer form.



## INTERPRETER REQUEST FORM

It is the policy of \_\_\_\_\_ to provide patients, companions,  
Center Name  
and those with legal authority to make decisions about the patient's care with an interpreter, free of charge and upon request. Our goal in providing this service is to ensure your effective communication with our staff. However, it is your choice whether you use an interpreter.

Would you like an interpreter?

☐ Yes, type of interpreter needed: \_\_\_\_\_

☐ I request \_\_\_\_\_ hours of interpreter services each day.

☐ I authorize the Center staff, independent contractors, and volunteers to disclose protected health information to the interpreter in order to provide effective communication.

☐ No, the Center has offered to provide me with an interpreter, free of charge, and I have declined the offer and waive my right to request provision of an interpreter.

☐ N/A

I request an alternative means of communication as indicated below:

Based on discussion, the center and patient/representative have mutually agreed to the following aids and services. (Services may be beneficial during rehabilitation, physician visits and care planning. Indicate type of service, number of hours, and times of day):

Note: The patient, companion and legal representative may request changes to the aids and services to ensure effective communication at any time during the patient stay.

\_\_\_\_\_  
Print Resident/Patient Name

\_\_\_\_\_  
Resident/Patient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Representative Name  
(if applicable)

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Center Representative Name

\_\_\_\_\_  
Center Representative Signature

\_\_\_\_\_  
Date

## OPS202 Auxiliary Aids and Services for Persons with Disabilities

<b>MANUAL TITLE:</b>	Center Operations Policies and Procedures
<b>POLICY TITLE:</b>	OPS202 Auxiliary Aids and Services for Persons with Disabilities
<b>APPLICATION:</b>	Genesis HealthCare Service Locations
<b>EFFECTIVE DATE:</b>	06/10/13
<b>REVIEW DATE:</b>	10/10/16
<b>REVISION DATE:</b>	10/18/16

### **POLICY**

Genesis HealthCare (GHC) service locations will take appropriate steps to ensure that persons who have disabilities, including persons who are deaf, hard of hearing, or blind, or who have other sensory or manual impairments, have an equal opportunity to participate in our services, activities, programs, and other benefits.

During orientation, staff will be trained on special communication needs of persons with disabilities. Staff that may have direct contact with individuals with disabilities will be trained in effective communication techniques, including the effective use of interpreters.

GHC service locations will provide notice of the availability of and procedure for requesting auxiliary aids and services as part of the admission process and through notices posted in a visible location in the service location.

Family members or friends of the person will not be used as interpreters unless specifically requested by that individual and **after** an offer of an interpreter at no charge to the person has been made.

Such an offer and the response will be documented in the medical record. If the person chooses to use a family member or friend as an interpreter, issues of competency of interpretation, confidentiality, privacy, and conflict of interest will be considered. If the accompanying family member or friend is not competent or appropriate for any of these reasons, competent interpreter services will be provided.

**NOTE:** Minor children under the age of 18 and other patients will not be used to interpret in order to ensure confidentiality of information and accurate communication.

### **PURPOSE**

- To ensure timely, effective communication with patients/clients involving their medical conditions, treatment, services, and benefits.
- To provide necessary auxiliary aids and services without cost to the person being served.

### **PROCEDURE**

#### **1. Identification and Assessment of Need:**

1.1 Prior to admission, during admission, quarterly, and with change(s) of condition, patients will be assessed for a disability that affects the ability to communicate.

1.1.1 Staff will work with patients and family members to determine which specific aids or services are necessary to communicate effectively and include such interventions in the plan of care.

1.1.2 The Interpreter Request Form is completed during admission, and on an as-needed basis throughout the patient stay, whenever interpreter services are discussed or offered.

1.1.2.1 The Interpreter Request Form will be maintained in the Admission section of the medical record.

#### **2. Provision of Auxiliary Aids and Services:**

2.1 For Persons who are Deaf or Hard of Hearing:

2.1.1.1 ***If sign language is the primary means of communication***, Social Services or designee will offer to arrange for a qualified interpreter when needed.

2.1.1.1 Refer to *State Resources for Deaf or Hard of Hearing* for state specific information on sign language interpreters.

2.1.2 ***Communicating by Telephone:***

2.1.2.1 GHC service locations may select to:

2.1.2.1.1 Maintain a teletypewriter/telecommunication device in the Center for the deaf (TTYs/TDDs) to use for external communication, OR

2.1.2.1.2 Contact GHC Corporate IS Support Desk – Option Resident Services (800-580-3655) to obtain a teletypewriter/telecommunication device for the deaf (TTYs/TDDs) when needed.

2.1.2.2 Refer to *State Resources for Deaf or Hard of Hearing* for state specific information on available services including relay services.

2.1.3 For the following auxiliary aids and services, staff will contact Social Services or designee, who is responsible for obtaining the following auxiliary aids and services in a timely manner.

2.1.3.1 E.g., note takers, telephone handset amplifiers, written copies of oral announcements, assistive listening devices, assistive listening systems, telephones compatible with hearing aids, videotext displays, or other effective methods that help make orally delivered materials available to individuals who are deaf or hard of hearing.

2.2 For Persons who are Blind or who have Low Vision:

2.2.1 Staff will communicate information contained in written materials concerning consent, treatment, benefits, services, and waivers of rights by reading forms out loud and explaining the forms.

2.2.2 Efforts will be made to provide large print, taped, Braille, and electronically formatted materials as needed.

2.2.3 Staff members will be available to assist in completing forms.

2.2.4 Refer to *State Resources for the Blind or Visually Impaired* for state specific information on available services.

2.3 For Persons who have Speech Impairments:

2.3.1 Staff will provide appropriate communication devices as needed, e.g., writing materials, typewriters, TDDs, computers, flashcards, alphabet boards, communication boards, and other communication aids.

2.4 For Persons who have Manual Impairments:

2.4.1 Staff will assist those who have difficulty in manipulating print materials by holding the materials and turning pages as needed, or by providing other effective methods that help to ensure effective communication.

***Refer to:***

- *Interpreter Request Form*
- *State Resources for the Deaf or Hard of Hearing*
- *State Resources for the Blind or Visually Impaired*
- *Communication with Persons with Limited English Proficiency (LEP) policy*

## OPS212 Communication: Patients

<b>MANUAL TITLE:</b>	Center Operations Policies and Procedures
<b>POLICY TITLE:</b>	OPS212 Communication: Patients
<b>APPLICATION:</b>	Genesis HealthCare Centers
<b>EFFECTIVE DATE:</b>	06/01/96
<b>REVIEW DATE:</b>	10/10/16
<b>REVISION DATE:</b>	11/28/16

### **POLICY**

The Center must protect and facilitate that patient's right to communicate with individuals and entities within and external to the Center, including reasonable access to:

- A telephone, including TTY and TDD services;
- The internet, to the extent available to the Center; and
- Stationery, postage, writing implements and the ability to send mail.

Patients at Genesis HealthCare Centers will have access to telephones.

### **PURPOSE**

To ensure the patient's right to private communication.

### **PROCESS**

1. The patient has the right to have reasonable access to the use of a telephone, including TTY and TDD services, and a place in the Center where calls can be made without being overheard. This includes the right to retain and use a cellular phone at the patient's own expense.
  - 1.1 Private lines may be installed in the patient's room if feasible. All expenses relating to the installation, billing, and services must be billed to the patient or responsible party. The Center will not be responsible for paying for the private telephone lines. Patients are responsible for all long distance charges.
2. The patient has the right to have reasonable access to and privacy in their use of electronic communications such as email and video communications and for internet research.
  - 2.1 If the access is available to the Center.
  - 2.2 At the patient's expense, if any additional expense is incurred by the Center to provide such access to the patient.
  - 2.3 Such use must comply with state and federal law.
3. The patient has the right to send and receive mail, and to receive letters, packages and other materials delivered to the Center for the patient through a means other than a postal service, including the right to:
  - 3.1 Privacy of such communications; and
  - 3.2 Access to stationery, postage, and writing instruments at the patient's own expense.
4. Inquiries concerning the installation of room telephones should be referred to the business office.

### **Refer to:**

- *Social Services Policies and Procedures, Communication: Special Needs policy*

## SS103 Communication: Special Needs

<b>MANUAL TITLE:</b>	Social Services Policies and Procedures
<b>POLICY TITLE:</b>	SS103 Communication: Special Needs
<b>APPLICATION:</b>	Genesis HealthCare Centers
<b>EFFECTIVE DATE:</b>	06/01/01
<b>REVIEW DATE:</b>	12/01/15
<b>REVISION DATE:</b>	01/07/15

### **POLICY**

Social Services or designee will make arrangements to obtain devices and/or services for patients admitted with special communication needs due to vision and hearing impairment or lack of English speaking ability. This may include use of interpreters or translators, sign language, TDD availability, amplification devices, Braille documents, etc.

Social Services will maintain a directory of resources to meet identified needs.

### **PURPOSE**

To ensure effective communication with patients.

### ***Refer to:***

- *Center Operations Policies and Procedures:*
  - *Accommodation of Needs policy*
  - *Auxiliary Aids and Services for Persons with Disabilities policy*
  - *Communicating with Persons with Limited English Proficiency (LEP) policy*
  - *Non-Discrimination policy*



University of  
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Lowell

*Learning with Purpose*

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fax: 978.934.3006  
web site: [www.uml.edu/Health-Sciences](http://www.uml.edu/Health-Sciences)

Shortie McKinney, PhD, RD, FADA  
Dean  
e-mail: [mckinney@uml.edu](mailto:mckinney@uml.edu)  
Twitter: @HealthDeanUML

### ***Zuckerberg College of Health Sciences***

Wendy LaBate  
Genesis Healthcare Corporation  
July 11, 2017

Dear Wendy:

Thanks for giving me the opportunity to write in support of your CON. The College of Health Sciences is confident that the new Genesis facility being built in Dracut, MA will be a definite asset to the local and regional communities.

The College of Health Sciences has benefitted from the connection to Genesis. We have worked together to foster new and creative educational opportunities for health professions students. These connections have been beneficial to both Genesis and the University of Massachusetts Lowell and especially to the students who have benefitted from the learning opportunities.

We are excited about the increased educational innovations that the new facility will create. Over the past few years, you and your skilled Genesis team have connected with us to develop new approaches to training the new health professionals of tomorrow. We plan to establish a true interdisciplinary team that understands not only the importance of working together, but who also enhance patient care through innovative methods of interprofessional strategies..

The new Genesis facility will be designed to support a cutting edge educational model that will help transform clinical education. We look forward to continuing our partnership and advancing the education of health professions students.

Sincerely,

A handwritten signature in cursive script that reads "Shortie McKinney".

Dean of Health Sciences

***Educating Tomorrow's Leaders for a Healthier World***



# Lowell General Hospital

Complete connected care™

To: Whom it may concern

From: Amy Hoey, RN  
Executive Vice President/COO

Date: August 2, 2017

RE: Genesis Lowell Project


As the Chief Operating Officer for Lowell General Hospital and Circle Health, I believe the Genesis Lowell Project will contribute significantly to the availability of high quality Skilled Nursing Facility Care for the residents of Greater Lowell. The program plan for this facility will support special high acuity teaching SNF and the related collaborative programs.

As healthcare continues to evolve the need for this type of facility to support the health care needs of our community steadily increases. Complex care is increasingly being provided outside of Acute Care Hospitals in specialized high acuity skilled nursing facilities.

Genesis has a reputation for innovation and the delivery of high quality care. I am confident this project will be consistent with the high standards of Genesis Health Care.

Please do not hesitate to contact me should additional information or input be helpful.

Sincerely,



Amy Hoey, RN  
EVP/COO



*Learning with Purpose*

University Crossing  
220 Pawtucket Street, Suite 400  
Lowell, MA 01854-5120  
tel. 978-934-2206  
fax: 978-934-3000  
email: Joanne\_Yestramski@uml.edu

**Joanne Yestramski**  
Senior Vice Chancellor

## OFFICE OF FINANCE AND OPERATIONS

June 27, 2017

James A. Duggan  
Town Manager  
62 Arlington Street  
Dracut, MA 01826

Dear Town Manager Duggan,

Please accept this letter as an expression of support for Genesis Health Care's proposal to develop a new facility in the town of Dracut. The University of Massachusetts Lowell is impressed by your leadership and commitment on spurring Dracut's economic development. UMass Lowell has been working with Genesis on a research and clinical collaboration.

The Genesis development in this area has the potential to be a significant step in capitalizing on the University's educational mission.

Genesis is a national leader in the short-term rehabilitation and long-term residential care markets. UMass Lowell's Zuckerberg College of Health Sciences offers one of the most comprehensive and successful programs educating tomorrow's health care leaders. Opportunities for student engagement and faculty research in conjunction with a state-of-the-art health care facility to be developed by Genesis can help position Dracut at the forefront of the rehabilitation and long-term care industries.

On behalf of UMass Lowell, we look forward to a long term relationship with the Town of Dracut and Genesis.

Sincerely,

A handwritten signature in black ink, reading 'Joanne Yestramski'.

Joanne Yestramski, Senior Vice Chancellor  
Finance, Operations and Strategic Planning

JY:ss

## Parcel needs to be rezoned for Genesis project to move forward in Dracut

By Amaris Castillo, [acastillo@lowellsun.com](mailto:acastillo@lowellsun.com)  
Lowell Sun

Updated: 2017-06-06 13:20:08.84

**DRACUT --** The future of the planned Genesis HealthCare project now hinges on a vote Dracut residents will take on June 28.

Town Manager Jim Duggan announced Monday at the beginning of Town Meeting that part of the site planned for the 73,000 square-foot skilled rehabilitation facility sits on residential zoning.

"There is a small portion of that parcel which is zoned residentially," Duggan told residents and officials, adding that it is a small problem that was realized after the fact. "The building itself, a \$26 million investment with over 200 jobs and over \$370,000 in annual tax that will come to the community, can be put on the business portion of that parcel. However, the parking lot will spill over onto the residential portion, which is very small of that entire parcel."

A vote on rezoning that portion to commercial is needed to move forward. A Special Town Meeting to vote on the one item has been scheduled for Wednesday, June 28, at 6 p.m., at the Lester G. Richardson Center for the Performing Arts in Dracut High School, 1540 Lakeview Ave.

The entire parcel is 3.6 acres, and just under an acre of that has to be rezoned.

Duggan said Genesis HealthCare wants to come to Dracut "very, very badly," and that the company wants to break ground on the project in October.

"Therefore, I ask, I invite, I beg, I plead for everyone to come back on June 28," he said, as several residents chuckled.

Duggan announced last month that the facility is headed to Dracut. He secured the deal after learning from someone in Lowell that a deal to bring Genesis to the city had fallen through. The health-care facility had been slated to be a marquee development for Lowell's Hamilton Canal Innovation District.

Asked on Tuesday what would happen if the rezoning item isn't approved on June 28, Duggan said he's not thinking that way.

"There has been a tremendous amount of support for this around the community," he stressed. "I don't believe that it's not going to pass. That's not even in the equation."

Genesis is a Pennsylvania-based, publicly traded company with more than 2,000 facilities in 45 states.

Follow Amaris Castillo on Twitter @AmarisCastillo.

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## Dracut Special Town Meeting OKs rezoning for Genesis HealthCare project

By Amaris Castillo, [acastillo@lowellsun.com](mailto:acastillo@lowellsun.com)  
Lowell Sun

Updated:2017-06-28 18:29:25.707397

DRACUT -- The Genesis HealthCare project will move forward after Special Town Meeting Wednesday swiftly and convincingly passed an article to rezone a portion of the project's land from residential to commercial at 55 Loon Hill Road.

The article passed on an overwhelming voice vote. A minimum two-thirds majority was required to approve it because it involved rezoning.

More than 600 people attended the meeting at Dracut High School's Lester G. Richardson Center for the Performing Arts, according to Town Manager Jim Duggan. The town needed a minimum of 250 registered voters to reach a quorum to be able to take the vote.

"I'm thrilled," Duggan said after the meeting that lasted about five minutes. "I'm speechless with the support that the residents of this community have shown, with their volunteer efforts and coming out for a special vote for this. It's amazing to me. I am so proud of my town."

In an announcement earlier this month at the beginning of Town Meeting, Duggan shared that part of the site planned for the 73,000 square-foot skilled rehabilitation facility sits in a residentially zoned area.

"The building itself, a \$26 million investment with over 200 jobs and over \$370,000 in annual tax that will come to the community, can be put on the business portion of that parcel," he said at the time.

However, the parking lot will spill over onto the residential portion, the town manager added. Duggan previously said that the project hinged on this one vote.

Before voices in favor of the rezoning boomed inside the auditorium, Duggan looked out into the sea of residents' faces and said the turnout was "extremely impressive."

"The magnitude of this project has brought this town out in the end of June," Duggan said before going straight into a presentation in which he showed residents where on a zoning map the portion in question was located.

No one from the audience spoke on the article.

"Ready for a vote, ladies and gentlemen?" asked Town Moderator George Malliaros.

"Yes!" the crowd chorused.

The no's paled in comparison in volume to the aye's.

"Carries by two-thirds," Malliaros said. "Thank you very much."

Duggan announced in May that the project was headed to Dracut. He secured the deal after learning from someone in Lowell that a deal to bring Genesis to the city had crumbled. The health-care facility had been slated to be a marquee development for Lowell's Hamilton Canal Innovation District.

Though no one spoke before the vote, representatives of the New England Regional Council of Carpenters attended the Special Town Meeting in opposition to the Genesis HealthCare project. NERCC represents 22,000 carpenters, pile drivers, shop and millmen, and floor coverers working throughout New England, according to its website. NERCC business representative/organizer Ricardo Xavier passed out fliers just outside the school. In bold red at the top, the flier read: VOTE NO ON GENESIS HEALTHCARE! The flier went on to question whether this project is a good deal for Dracut and said the town should not rush into it and listed other questions including what it will do to traffic and whether there is a commitment for jobs for residents.

"Clearly they haven't done their homework," Duggan said in response to NERCC's concerns, citing the construction currently underway to improve the intersection of Broadway and Loon Hill roads.

Follow Amaris Castillo on Twitter @AmarisCastillo.

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DRACUT

# Genesis gets go-ahead on rehab facility

0

**By Brenda J. Buote** | GLOBE CORRESPONDENT JULY 12, 2017

Genesis HealthCare is moving forward with its plans to develop a 73,000-square-foot skilled rehabilitation facility, after a Special Town Meeting rezoned a portion of the project site at 55 Loon Hill Road from residential to commercial. The zoning article passed on an overwhelming voice vote. More than 600 people attended the Special Town Meeting, according to Dracut officials. A minimum of 250 registered voters were needed to reach a quorum. The June 28 meeting lasted about five minutes; the zoning issue was the only article on the warrant. The project sits in a residentially zoned area at the intersection of Broadway (Route 113) and Loon Hill roads.

[brenda.buote@gmail.com](mailto:brenda.buote@gmail.com)

0 COMMENTS

**One free article left. Subscribe now →**<https://www.bostonglobe.com/metro/regionals/north/2017/07/12/genesis-gets-ahead-rehab-facility/5nOIMbEDmxCMjrGct3yXhL/story.html>

1/5

# **ATTACHMENT 10**

## **List of Affiliated Facilities**

Legal Name	Facility Name	Street	City	State	Zip
Franklin Square/Meridian Healthcare Nursing Home LP	Franklin Woods Center	9200 Franklin Square Drive	Baltimore	MD	21237
Magnolia Gardens Limited Liability Company	Doctor Community Rehabilitation and Patient Care Center	6710 Mallory Drive	Lanham	MD	20706
Peninsula Regional/Genesis ElderCare, LLC	Salisbury Rehabilitation & Nursing Center	200 Civic Avenue	Salisbury	MD	21804
Capital Region/Genesis Eldercare LLC	Granite Ledges of Concord	151 Langley Parkway	Concord	NH	03010
Medina County Hospital District	Las Colinas of Westover	9738 Westover Hills Boulevard	San Antonio	TX	78251-4583
4 Hazel Avenue Operations LLC	Glendale Center	4 Hazel Avenue	Naugatuck	CT	06770-0150
464 Main Street Operations LLC	Heritage Hall East	464 Main Street	Agawam	MA	01001-2588
55 Cooper Street Operations LLC	Heritage Hall North	55 Cooper Street	Agawam	MA	01001-2192
65 Cooper Street Operations LLC	Heritage Hall South	65 Cooper Street	Agawam	MA	01001
81 Cooper Street Operations LLC	Heritage Hall West	61 Cooper Street	Agawam	MA	01101-1293
1 Emerson Drive North Operations LLC	Kimberly Hall North	One Emerson Drive	Windsor	CT	06095
1 Emerson Drive South Operations LLC	Kimberly Hall South	1 Emerson Drive	Windsor	CT	06095
44 Keystone Drive Operations LLC	Keystone Center	44 Keystone Drive	Leominster	MA	01453
16 Fusting Avenue Operations LLC	Catonsville Commons	16 Fusting Avenue	Catonsville	MD	21228
613 Hammonds Lane Operations LLC	Hammonds Lane Center	613 Hammonds Lane	Brooklyn Park	MD	21225
7232 German Hill Road Operations LLC	Heritage Center	7232 German Hill Road	Dundalk	MD	21222
100 Edella Road Operations LLC	Abington Manor	100 Edella Road	Clark Summit	PA	18411
810 South Broom Street Operations LLC	Hillside Center	810 S Broom Street	Wilmington	DE	19805
1113 North Easton Road Operations LLC	Garden Spring Center	1113 North Easton Road	Willow Grove	PA	19090
500 East Philadelphia Avenue Operations LLC	Mifflin Center	500 E Philadelphia Ave	Shillington	PA	19607
700 Marvel Road Operations LLC	Milford Center	700 Marvel Road	Milford	DE	19963
440 North River Street Operations LLC	Riverstreet Manor	440 North River Street	Wilkes-Barre	PA	18702
1100 Norman Eskridge Highway Operations LLC	Seaford Center	1100 Norman Eskridge Highway	Seaford	DE	19973
1080 Silver Lake Boulevard Operations LLC	Silver Lake Center	1080 Silver Lake Boulevard	Dover	DE	19904
549 Baltimore Pike Operations LLC	Brinton Manor Center	549 Baltimore Pike	Glen Mills	PA	19342
Saddle Shop Road Operations LLC	Hilltop Center	152 Saddle Shop Road P.O.Box 126	Hilltop	WV	25855
35 Milkshake Lane Operations LLC	Spa Creek Center	35 Milkshake Lane	Annapolis	MD	21403
3227 Bel Pre Road Operations LLC	Layhill Center	3227 Bel Pre Road	Silver Spring	MD	20906
615 Brightfield Road Operations LLC	PowerBack Rehabilitation, Brightwood Campus	515 Brightfield Road	Lutherville	MD	21093
205 Armstrong Avenue Operations LLC	Corsica Hills Center	P.O.Box 50, 205 Armstrong Avenue	Centreville	MD	21617
1 Magnolia Drive Operations LLC	LaPlata Center	One Magnolia Drive	LaPlata	MD	20646
115 East Melrose Avenue Operations LLC	Long Green Center	115 East Melrose Avenue	Baltimore	MD	21212
7700 York Road Operations LLC	Multi Medical Center	7700 York Road	Towson	MD	21204
610 Dutchman's Lane Operations LLC	Pines Center	610 Dutchmans Lane	Easton	MD	21601
24 Truckhouse Road Operations LLC	Severna Park Center	24 Truckhouse Road	Severna Park	MD	21146
300 Courtright Street Operations LLC	Riverview Ridge Center	300 Courtright Street	Wilkes-Barre	PA	18702
64 Sharp Street Operations LLC	Millville Center	64 Sharp Street	Millville	NJ	08332
3001 Evesham Road Operations LLC	Voorhees Center	3001 Evesham Road	Voorhees	NJ	08043
1515 Lamberts Mill Road Operations LLC	Westfield Center	1515 Lamberts Mill Road	Westfield	NJ	07090
106 Tyree Street Operations LLC	Ansted Center	106 Tyree Street, P.O. Drawer 400	Ansted	WV	25812-9800
462 Main Street Operations LLC	Heritage Woods Asst Living	462 Main Street	Agawam	MA	01001
20 Maitland Street Operations LLC	Harris Hill Center	20 Maitland Street	Concord	NH	03301-2696
175 Blueberry Lane Operations LLC	Laconia Rehabilitation Center, Genesis HealthCare	175 Blueberry Lane	Laconia	NH	03246
239 Pleasant Street Operations LLC	Pleasant View Center	239 Pleasant Street	Concord	NH	03301-3641
91 Country Village Road Operations LLC	Country Village Center	91 Country Village Road, Box 441	Lancaster	NH	03584
24 Old Etna Road Operations LLC	Lebanon Center	24 Old Etna Road	Lebanon	NH	03766
25 Ridgewood Road Operations LLC	Ridgewood Center	25 Ridgewood Road	Bedford	NH	03110-6511
93 Main Street SNF Operations LLC	Lafayette Center	93 Main Street	Franconia	NH	03580
677 Court Street Operations LLC	Keene Center	677 Court Street	Keene	NH	03431
7 Baldwin Street Operations LLC	Mountain Ridge Center	7 Baldwin Street	Franklin	NH	03235-1879
227 Pleasant Street Operations LLC	Pleasant View Retirement	227 Pleasant Street	Concord	NH	03301-2546
11 Dairy Lane Operations LLC	Woodmont Center	11 Dairy Lane	Fredericksburg	VA	22405
450 East Philadelphia Avenue Operations LLC	Mifflin Court	450 E Philadelphia Ave	Shillington	PA	19607
800 West Miner Street Operations LLC	Brandywine Hall Center	800 West Miner Street	West Chester	PA	19382
115 Sunset Road Operations LLC	Burlington Woods	115 Sunset Road	Burlington	NJ	08016
290 Red School Lane Operations LLC	Brakeley Park Center	290 Red School Lane	Phillipsburg	NJ	08865
390 Red School Lane Operations LLC	Lopatcong Center	390 Red School Lane	Phillipsburg	NJ	08865
843 Wilbur Avenue Operations LLC	Phillipsburg Center	843 Wilbur Avenue	Phillipsburg	NJ	08865
2601 Evesham Road Operations LLC	Kresson View Center	2601 Evesham Road	Voorhees	NJ	08043
5101 North Park Drive Operations LLC	Cooper River West	5101 North Park Drive	Pennsauken	NJ	08109
262 Toll Gate Road Operations LLC	Crestview Center	262 Toll Gate Road	Langhorne	PA	19047
1245 Church Road Operations LLC	Hillcrest Center	1245 Church Road	Wyncote	PA	19095

Legal Name	Facility Name	Street	City	State	Zip
184 Bethlehem Pike Operations LLC	Fairview Care Center of Bethlehem Pike	184 Bethlehem Pike	Philadelphia	PA	19118
850 Paper Mill Road Operations LLC	Fairview Care Center of Paper Mill Road	850 Paper Mill Road	Glenside	PA	19038
336 South West End Avenue Operations LLC	Harriton Arms Center	336 South West End Ave	Lancaster	PA	17603
650 Edison Avenue Operations LLC	Someriton Center	650 Edison Avenue	Philadelphia	PA	19118
700 Town Bank Road Operations LLC	North Cape Center	700 Townbank Road	North Cape May	NJ	08204
1526 Lombard Street SNF Operations LLC	PowerBack Rehab - Center City	1526 Lombard Street	Philadelphia	PA	19146
905 Penlyrn Pike Operations LLC	Silver Stream Center	905 Penlyrn Pike P.O.Box 397	Spring House	PA	19477
1700 Pine Street Operations LLC	Norriton Center	1700 Pine Street	Norristown	PA	19401
8710 Emge Road Operations LLC	Cromwell Center	8710 Emge Road	Baltimore	MD	21234
6000 Bellona Avenue Operations LLC	Homewood Center	6000 Bellona Avenue	Baltimore	MD	21212
8720 Emge Road Operations LLC	Loch Raven Center	8720 Emge Road	Baltimore	MD	21234
1801 Wentworth Road Operations LLC	Perryng Parkway Center	1801 Wentworth Road	Baltimore	MD	21234
525 Glenburn Avenue Operations LLC	Chesapeake Woods Center	525 Glenburn Avenue	Cambridge	MD	21613
455 Brayton Avenue Operations LLC	Somerset Ridge Center	455 Brayton Avenue	Somerset	MA	02726
4140 Old Washington Highway Operations LLC	Waldorf Center	4140 Old Washington Highway	Waldorf	MD	20602
2507 Chestnut Street Operations LLC	Bolvedere Nursing & Rehab	2507 Chestnut Street	Chester	PA	18013
530 Macoby Street Operations LLC	Punnsburg Manor	530 Macoby Street	Pennsburg	PA	18073
350 Haws Lane Operations LLC	Harston Hall	350 Haws Lane	Flourtown	PA	19031
1104 Welsh Road Operations LLC	Chapel Manor	1104 Welsh Road	Philadelphia	PA	19115
600 Paoli Pointe Operations LLC	Highgate at Paoli Pointe	600 Paoli Pointe Drive	Paoli	PA	19351
1 Sulphin Drive Operations LLC	Marmet Health Care	1 Sulphin Drive	Marmot	WV	25315
422 23rd Street Operations LLC	Hidden Valley Health Care	422 23rd Street	Oak Hill	WV	25901
Skowhegan SNF Operations, LLC	Cedar Ridge Center	23 Cedar Ridge Drive	Skowhegan	ME	04976
Belfast Operations, LLC	Harbor Hill Center	12 Footbridge Road	Belfast	ME	04915
Lewiston Operations, LLC	Marshwood Center	33 Roger Street	Lewiston	ME	04240
Waterville SNF Operations LLC	Oak Grove Center	27 Cool Street	Waterville	ME	04901
Orono Operations, LLC	Orono Commons	117 Bennoch Road	Orono	ME	04473
Scarborough Operations, LLC	Pine Point Center	67 Pine Point Road	Scarborough	ME	04074
Kennebunk Operations, LLC	RiverKings Center	3 Brazier Lane	Kennebunk	ME	04043
Farmington Operations, LLC	Sandy River Center	119 Livermore Falls Road	Farmington	ME	04838
Falmouth Operations, LLC	Sedgebrook Commons	22 Northbrook Drive	Falmouth	ME	04105
Westbrook Operations, LLC	Springbrook Center	300 Spring Street	Westbrook	ME	04092
Camden Operations, LLC	Windward Gardens	105 Mechanic Street	Camden	ME	04843
887 York Road Operations LLC	Gettysburg Center	887 York Road	Gettysburg	PA	17325-7501
30 West Avenue Operations LLC	Wayne Center	30 West Avenue	Wayne	PA	19087
Nine Haywood Avenue Operations, LLC	Mountain View Center	9 Haywood Avenue, P.O. Box 6623	Rutland	VT	05701
3300 Balfour Circle Operations LLC	Powerback Rehabilitation Phoenixville	1144 Balfour Circle	Phoenixville	PA	19360
7520 Sumratts Road Operations LLC	Bradford Oaks Center	7520 Sumratts Road	Clinton	MD	20735
2101 Fairland Road Operations LLC	Fairland Center	2101 Fairland Road	Silver Spring	MD	20904
56 West Frederick Street Operations LLC	Glade Valley Center	56 West Frederick Street	Walkersville	MD	21793
9701 Medical Center Drive Operations LLC	Shady Grove Center	9701 Medical Center Drive	Rockville	MD	20850
7525 Carroll Avenue Operations LLC	Sigs Creek Center	7525 Carroll Avenue	Takoma Park	MD	20912
3330 Wilkens Avenue Operations LLC	Caton Manor	3330 Wilkens Avenue	Baltimore	MD	21229
9109 Liberty Road Operations LLC	Patapsco Valley Center	9109 Liberty Road	Randallstown	MD	21133
1400 Woodland Avenue Operations LLC	Woodlands, The	1400 Woodland Ave	Plainfield	NJ	07060
550 Glenwood Operations LLC	Moorestville Center	550 Glenwood Drive	Moorestville	NC	28115
710 Julian Road Operations LLC	Salisbury Center, NC	710 Julian Road	Salisbury	NC	28147
SR-73 and Lakeside Avenue Operations LLC	Powerback Rehabilitation, 113 South Route 73	113 South Route 73	Voorhees	NJ	08043
10 Woodland Drive Operations LLC	Coventry Skilled Nursing & Rehabilitation	10 Woodland Drive	Coventry	RI	02816
735 Putnam Pike Operations LLC	Greenville Skilled Nursing & Rehabilitation	735 Putnam Pike	Greenville	RI	02828
70 Gil Avenue Operations LLC	Pawtucket Skilled Nursing & Rehabilitation	70 Gil Avenue	Pawtucket	RI	02861
642 Metacom Avenue Operations LLC	Warren Skilled Nursing & Rehabilitation	642 Metacom Avenue	Warren	RI	02885
290 Hanover Street Operations LLC	Elin Wood Center at Claremont	290 Hanover Street	Claremont	NH	03743
22 Tuck Road Operations LLC	Oceanside Skilled Nursing & Rehabilitation	22 Tuck Road	Hampton	NH	03842
777 Lafayette Road Operations LLC	Partridge House	777 Lafayette Road	Hampton	NH	03842
932 Broadway Operations LLC	Chelsea Skilled Nursing & Rehabilitation Center	932 Broadway	Chelsea	MA	02150
1539 Country Club Road Operations LLC	Tygart Center at Fairmont Campus	1539 Country Club Road	Fairmont	WV	26034
1543 Country Club Road Operations LLC	Pierpont Center at Fairmont Campus	1543 Country Club Road	Fairmont	WV	26054
Romney Health Care Center Ltd. Limited Partnership	Hamphshire Center	260 Sunrise Blvd	Rumney	WV	26757
715 East King Street Operations LLC	Lotland Center	715 East King Street	Seaford	DE	19973
Five Ninety Six Sheldon Road Operations LLC	Saint Albans Healthcare & Rehabilitation Center	596 Sheldon Road	Saint Albans	VT	05478
Forty Six Nichols Street Operations LLC	Rutland Healthcare and Rehabilitation Center	40 Nichols Street	Rutland	VT	05701
200 Marter Avenue Operations LLC	Powerback Rehabilitation Moorestown	200 Marter Avenue	Moorestown	NJ	08057

Legal Name	Facility Name	Street	City	State	Zip
700 Toll House Avenue Operations LLC	Ballenger Creek Center	347 Ballenger Center Drive	Frederick	MD	21703-7096
899 Cecil Avenue Operations LLC	Waugh Chapel Center	1221 Waugh Chapel Road	Gambrills	MD	21054
7395 W. Eastman Place Operations, LLC	Powerback Rehabilitation Lakewood	7395 W. Eastman Place	Lakewood	CO	80227
100 St. Claire Drive Operation, LLC	Brackenville Center	100 St. Claire Drive	Hockessin	DE	19707
144 Magnolia Drive Operations, LLC	Court House Center	144 Magnolia Drive	Cape May Court House	NJ	08210
	PowerBack Rehab Piscataway	10 Sterling Drive	Piscataway	NJ	08854
329 Exempla Circle Operations LLC	PowerBack Rehab Lafayette	329 Exempla Circle	Lafayette	CO	80026
211-213 Ana Drive Operations LLC	Glenwood Center	211 Ana Drive	Florence	AL	35630
211-213 Ana Drive Operations LLC	Hilltop at Glenwood	213 Ana Drive	Florence	AL	35630
191 Hackett Hill Operations LLC	Hackett Hill Center	191 Hackett Hill Drive	Manchester	NH	03102
3809 Bayshore Road Operations LLC	Victoria Manor	3809 Bayshore Road	North Cape	NJ	08204
610 Townbank Road Operations LLC	Victoria Commons	610 Townbank Road	North Cape May	NJ	08204
5423 Hamilton Wolfe Road Operations LLC	Powerback San Antonio Center	5423 Hamilton Wolfe Road	Sar. Antonio	TX	78240
1360 East Lookout Drive Operations LLC	Powerback Richardson Center	1360 East Lookout Drive	Richardson	TX	75082
3590 Washington Pike Operations LLC	Bridgeville Rehabilitation & Care Ctr	3590 Washington Pike	Bridgeville	PA	15017
59 Harrington Court Operations LLC	Harrington Court	59 Harrington Court	Colchester	CT	06416
22 South Street Operations LLC	Fox Hill Center	1253 Hartford Turnpike	Vernon Rockville	CT	06066
1145 Poquonock Road Operations LLC	Groton Regency Nursing and Reh	1145 Poquonock Road	Groton	CT	06340
845 Paddock Avenue Operations LLC	Meriden Center	845 Paddock Ave	Meriden	CT	06450
72 Salmon Brook Drive Operations LLC	Salmon Brook Center	72 Salmon Brook Drive	Glastonbury	CT	06033
35 Marc Drive Operations LLC	Skyview Center	35 Marc Drive	Wallingford	CT	06492
89 Morton Street Operations LLC	Academy Manor	89 Morton Street	Andover	MA	01810
Courtyard Nursing Care Center Partnership	Courtyard Nursing Care Center	200 Governors Avenue	Medford	MA	02155
841 Merrimack Street Operations LLC	Heritage Skilled Nursing and Rehabilitation	841 Merrimack Street	Lowell	MA	01854
	Palm Skilled Nursing Care and Center for Rehabilitation Excellence	40 Parkhurst Road	Chelmsford	MA	01824
40 Parkhurst Road Operations LLC	Prescott House	140 Prescott Street	North Andover	MA	01845
140 Prescott Street Operations LLC	Sarah Brayton Nursing Care Center	4901 North Main Street	Fall River	MA	02720
4901 North Main Street Operations LLC	Sutton Hill Center	1801 Turnpike Street	North Andover	MA	01845
1801 Turnpike Street Operations LLC	Wachusett Manor	32 Hospital Hill Road	Gardner	MA	01440
32 Hospital Hill Road Operations LLC	Westford House	3 Park Drive	Westford	MA	01886
3 Park Drive Operations LLC	Willow Manor	30 Princeton Blvd	Lowell	MA	01851
30 Princeton Boulevard Operations LLC	Arbor Glen Center	25 East Lindsley Road	Cedar Grove	NJ	07009
25 East Lindsley Road Operations LLC	Cinnaminson Center	1700 Wynwood Drive	Cinnaminson	NJ	08077
1700 Wynwood Drive Operations LLC	Cranbury Center	292 Applegarth Road	Monroe Two	NJ	08831
292 Applegarth Road Operations LLC	Park Place Center	2 Deer Park Drive	Monmouth Junction	NJ	08852
2 Deer Park Drive Operations LLC	Madison Center	625 State Highway 34	Matawan	NJ	07747
625 State Highway 34 Operation LLC	Holly Manor Center	84 Cold Hill Road	Mendham	NJ	07945
84 Cold Hill Road Operations LLC	Inglemoor Center	333 Grand Avenue	Englewood	NJ	07631
333 Grand Avenue Operations LLC	Jersey Shore Center	3 Industrial Way East	Eatontown	NJ	07724
3 Industrial Way East Operations LLC	Maple Glen Center	12-15 Saddle River Road	Fair Lawn	NJ	07410
12-15 Saddle River Road Operations LLC	Marcella Center	2305 Rancocas Road	Burlington Twp	NJ	08016
2305 Rancocas Road Operations LLC	Mercerville Center	2240 White Horse- Mercerville Road	Mercerville	NJ	08619
2240 Whitehorse Mercerville Road Operations LLC	Morris Hills Center	77 Madison Avenue	Morristown	NJ	07960
77 Madison Avenue Operations LLC	Ridgewood Center	330 Franklin Turnpike	Ridgewood	NJ	07450
330 Franklin Turnpike Operations LLC	Southern Ocean Center	1361 Route 72 West	Manahawkin	NJ	08050
1361 Route 72 West Operations LLC	Summit Ridge Center	20 Summit Street	West Orange	NJ	07052
20 Summit Street Operations LLC	Troy Hills Center	200 Reynolds Avenue	Parsippany	NJ	07054
200 Reynolds Avenue Operations LLC	Waterview Center	536 Ridge Road	Cedar Grove	NJ	07009
536 Ridge Road Operations LLC	Berkshire Center	5501 Perkiomen Ave	Reading	PA	19606
5501 Perkiomen Avenue Operations LLC	Hopkins Center	8100 Washington Lane	Wyncote	PA	19095
8100 Washington Lane Operations LLC	Laurel Center	125 Holly Road	Hamburg	PA	19526
125 Holly Road Operations LLC	Laurel Ridge Center	75 Hikle Street	Uniontown	PA	15401
75 Hikle Street Operations LLC	Lehigh Center	1718 Spring Creek Road	Macungie	PA	18062
1718 Spring Creek Road Operations LLC	Orwigsburg Center	1000 Orwigsburg Manor Drive	Orwigsburg	PA	17961
1000 Orwigsburg Manor Drive Operations LLC	Pennypack Center	8016 Lawndale Avenue	Philadelphia	PA	19111
8016 Lawndale Street Operations LLC	Quakertown Center	1020 South Main Street	Quakertown	PA	18951
1020 South Main Street Operations LLC	Rose View Center	1201 Rural Avenue	Williamsport	PA	17701
1201 Rural Avenue Operations LLC	Sanetoga Center	225 Evergreen Road	Pottstown	PA	19464
225 Evergreen Road Operations LLC	Schuylkill Center	1000 Schuylkill Manor Road	Pottsville	PA	17901
1000 Schuylkill Manor Road Operations LLC	PowerBack Rehabilitation 3485 Davisville Road	3485 Davisville Road	Hatboro	PA	19040
3485 Davisville Road Operations LLC	Grand Islander Center	333 Green End Avenue	Middletown	RJ	02842
333 Green End Avenue Operations LLC					

Legal Name	Facility Name	Street	City	State	Zip
100 Chambers Street Operations LLC	Grandview Center	100 Chambers Street	Cumberland	RJ	02864
860 Commonwealth Avenue Operations LLC	Kent Regency Center	860 Commonwealth Avenue	Warwick	RJ	02886
Westwood Medical Park Operations LLC	Westwood Center	Westwood Medical Park	Bluesfield	VA	24605
840 Lee Road Operations LLC	Brightwood Center	840 Lee Road	Follensbee	WV	26037
80 Maddex Drive Operations LLC	Canterbury Center	80 Maddex Drive	Shepherdstown	WV	25443
1000 Association Drive Operations LLC	Oak Ridge Center	1000 Association Drive, North Gate Business Pa	Charleston	WV	25311
2720 Charles Town Road Operations LLC	Carehaven Center	2720 Charles Town Road	Martinsburg	WV	25401
302 Cedar Ridge Road Operations LLC	Cedar Ridge Center	302 Cedar Ridge Road	Sissonville	WV	25320
Diane Drive Operations LLC	Dawnview Center	Diane Drive, Box 886	Fort Ashby	WV	26719
Three Mile Curve Operations LLC	Logan Center	P.O. Box 540, Route 10, Three Mile Curve	Logan	WV	26801
825 Summit Street Operations LLC	Miletree Center	825 Summit Street	Spencer	WV	26276
Stillwell Road Operations LLC	Pocahontas Center	5 Everett Tibbs Road	Marlinton	WV	24954-6500
101 13th Street Operations LLC	Heritage Center	101 13th Street	Huntington	WV	25701
1631 Ritter Drive Operations LLC	Raleigh Center	1631 Ritter Drive, P.O. Box 761	Daniels	WV	25832
200 South Ritchie Avenue Operations LLC	Ravenswood Center	200 South Ritchie Avenue	Ravenswood	WV	26164
8 Rose Street Operations LLC	Rosewood Center	8 Rose Street	Grafton	WV	26354
201 Wood Street Operations LLC	Sisterville Center	201 Wood Street	Sisterville	WV	26176
580 North Poplar Fork Road Operations LLC	Teays Valley Center	580 N Poplar Fork Road	Hurricane	WV	25526
161 Baker Ridge Road Operations LLC	Madison Center	161 Baker's Ridge Road	Morgantown	WV	26508
1000 Lincoln Drive Operations LLC	Valley Center	70 Dhara Lane	Charleston	WV	25309
Route 92 Operations LLC	White Sulphur Springs Center	345 Pocahontas Trail, P.O. Box 249	White Sulphur Springs	WV	24986
723 Summers Street Operations LLC	Willows Center	723 Summers Street	Parkersburg	WV	26101
5485 Perkiomen Avenue Associates LLC	Berkshire Commons	5485 Perkiomen Avenue	Reading	PA	19606
50 Mulberry Tree Street Operations LLC	Shenandoah Center	50 Mulberry Tree Street	Charlestown	WV	25414
227 Evergreen Road Operations LLC	Saratoga Court	227 Evergreen Road	Pottstown	PA	19464
1680 Spring Creek Road Operations LLC	Lehigh Commons	1680 Spring Creek Road	Macungie	PA	18062
400 Grafton Road Operations LLC	Apple Valley Center	400 Grafton Road	Ayer	MA	01432
Thirty Five Be-Aire Drive SNF Operations LLC	Bel-Aire Center	35 Be-Aire Drive	Newport	VI	05855
Harborside Connecticut Limited Partnership	Arden House	860 Mix Avenue	Hamden	CT	06514-2102
Harborside Danbury Limited Partnership	Glen Crest Center	3 Glen Hill Road	Danbury	CT	06811-4981
Harborside Danbury Limited Partnership	Glen Hill Center	1 Glen Hill Road	Danbury	CT	06811-4921
Harborside Connecticut Limited Partnership	Governor's House	36 Firetown Road	Simsbury	CT	06070-1965
Harborside Connecticut Limited Partnership	Madison House	34 Wildwood Avenue	Madison	CT	06443-2102
HBR Danbury LLC	Saint John Paul II Center	33 Lincoln Avenue	Danbury	CT	06810-7963
HBR Stamford LLC	St. Camillus Center	454 Elm Street	Stamford	CT	06902-6115
HBR Trumbull LLC	St. Joseph's Center	6418 Main Street	Trumbull	CT	06611-2075
Harborside Connecticut Limited Partnership	The Reservoir	1 Emily Way	West Hartford	CT	06107-3136
Harborside Connecticut Limited Partnership	The Willows	225 Emily Road	Woodbridge	CT	06525-2206
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Elaine Center at Hadley	50 North Maple St, PO Box 720	Hadley	MA	01035-9716
Harborside Massachusetts Limited Partnership	Hathorne Hill	15 Kirkbride Dr	Danvers	MA	01923-1574
Harborside Massachusetts Limited Partnership	Maplewood Center	6 Morrill Place	Amesbury	MA	01913-3502
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Milford Center	10 Veterans Memorial Drive	Milford	MA	01757-2900
Harborside Massachusetts Limited Partnership	Saugus Center	266 Lincoln Avenue	Saugus	MA	01906-3037
Harborside Massachusetts Limited Partnership	Twin Oaks Center	63 Locust Street	Danvers	MA	01923-2240
Wakefield Healthcare, LLC	Wakefield Center	1 Bathol Street	Wakefield	MA	01880-3655
Westfield Healthcare, LLC	Westfield Center	60 East Silver Street	Westfield	MA	01085-4134
Harborside New Hampshire Limited Partnership	Applewood Rehabilitation Center	8 Snow Road	Winchester	NH	03470-2806
Harborside New Hampshire Limited Partnership	Bedford Hills Center	30 Colby Court	Bedford	NH	03110-8426
SunBridge Clipper Home of Portsmouth, LLC	Clipper Harbor Center	188 Jones Ave	Portsmouth	NH	03801-6516
SunBridge Clipper Home of Rochester, LLC	Colonial Hill Center	62 Rochester Hill Road	Rochester	NH	03867-3216
Harborside New Hampshire Limited Partnership	Crestwood Center	40 Crosby Street	Milford	NH	03055-4707
SunBridge Goodwin Nursing Home, LLC	Exeter Rehabilitation Center	8 Hampton Rd	Exeter	NH	03833-1806
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Langdon Place of Exeter, A Senior Living Community	17 Hampton Road	Exeter	NH	03833-4859
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Langdon Place of Keene	138A Arch Street	Keene	NH	03431-2186
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Langdon Place of Dover	60 Middle Road	Dover	NH	03820-4146
SunBridge Clipper Home of North Conway, LLC	Mineral Springs Genesis Health Care	1251 White Mountain Highway, P.O. Box 3417	North Conway	NH	03860-5154
Harborside New Hampshire Limited Partnership	Pheasant Wood Center	50 Pheasant Road	Peterborough	NH	03458-2110
Harborside New Hampshire Limited Partnership	The Elms Center	71 Elm Street	Milford	NH	03065-1810
Harborside New Hampshire Limited Partnership	Westwood Center	298 Main Street	Keene	NH	03431-4187
SunBridge Clipper Home of Wolfeboro, LLC	Wolfeboro Bay Center	39 Clipper Dr.	Wolfeboro	NH	03894-4222
Harborside Rhode Island Limited Partnership	Greenwood Center	1139 Main Avenue	Warwick	RJ	02886-1940
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Cypress Cove Center	200 Alabama Ave.	Muscle Shoals	AL	35661-3102

Legal Name	Facility Name	Street	City	State	Zip
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Keller Landing	813 Keller Lane	Tusculum	AL	35674-1116
SunBridge Gardendale Health Care Center, LLC	Magnolia Ridge	420 Dean Drive	Gardendale	AL	35077-2763
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Merry Wood Lodge	280 Mt. Hebron Rd.	Elmore	AL	36025-1526
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	River City Center	1350 14th Avenue SE	Decatur	AL	35601-4384
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Cottage of the Shoals	500 John Altridge Dr.	Tusculum	AL	35674-3000
2600 Highlands Boulevard, North, LLC	Bay Tree Center	2600 Highlands Blvd, North	Palm Harbor	FL	34884-2114
Huntington Place Limited Partnership	Huntington Center	1775 Huntington Lane	Rockledge	FL	32955-3136
2900 Twelfth Street North, LLC	Lakeside Pavilion	2900 12th Street North	Naples	FL	34103-4526
1501 S.E. 24th Road, LLC	Oakhurst Center	1501 SE 24th Road	Orcala	FL	34471-8006
4927 Voorhees Road, LLC	Orchard Ridge	4927 Voorhees Road	New Port Richey	FL	34653-6542
1240 Pinebrook Road, LLC	Pinebrook Center	1240 Pinebrook Road	Venice	FL	34285-6421
4602 Northgate Court, LLC	Springwood Center	4602 Northgate Court	Sarasota	FL	34234-2125
1980 Sunset Point Road, LLC	Sunset Point	1980 Sunset Point Road	Clearwater	FL	33765-1132
3865 Tampa Road, LLC	West Bay of Tampa	3865 Tampa Road	Oldsmar	FL	34677-3006
SunBridge Retirement Care Associates, LLC	Cartersville Heights	78 Opal Street	Cartersville	GA	30120-2648
SunBridge Retirement Care Associates, LLC	Fox Glove Center	2850 Springdale Rd SW	Atlanta	GA	30315-7602
SunBridge Retirement Care Associates, LLC	Renaissance Center	415 Airport Road	Griffin	GA	30224-4834
SunBridge Retirement Care Associates, LLC	Riverdale Center	315 Upper Riverdale Road	Riverdale	GA	30274-2500
SunBridge Summers Landing LLC	The Village at Renaissance, A Senior Living Community	419 Airport Road	Griffin	GA	30224-4834
H&C Limited Partnership	Green Knoll Center	875 Route 202/206 North	Bridgewater	NJ	08807-1861
Harborside of Ohio Limited Partnership	Bryan Center	1104 Wesley Avenue	Bryan	OH	43506-2579
SunBridge Circleville Health Care LLC	Circleville Center	1155 Atwater Ave	Circleville	OH	43113-1301
Harborside of Dayton Limited Partnership	Forest View Center	323 Forest Avenue	Dayton	OH	45405-4599
SunBridge Care Enterprises, LLC	Homestead Center	1900 E. Main Street	Lancaster	OH	43130-9302
Marietta Healthcare, LLC	Marietta Center	117 Parlier Street	Marietta	OH	44750-2683
SunBridge Marion Health Care LLC	Presidential Center	524 James Way	Marion	OH	43302-7801
Harborside of Dayton Limited Partnership	New Lebanon Center	101 Mills Place	New Lebanon	OH	45345-1430
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	New Lexington Center	920 South Main Street	New Lexington	OH	43764-1552
Harborside of Cleveland Limited Partnership	Park East Center	3800 Park East Drive	Beachwood	OH	44122-4316
Belmont Nursing Center LLC	Perrysburg Center	28546 Starbright Blvd	Perrysburg	OH	43051-4686
Harborside Point Place LLC	Point Place Center	6101 North Summit	Toledo	OH	43611-7242
Harborside Swanton, LLC	Swanton Valley Center	401 W Airport Highway	Swanton	OH	43558-7445
Harborside Sylvania LLC	Sylvania Center	5757 Whiteford Road	Sylvania	OH	43560-1632
Harborside of Cleveland Limited Partnership	The Heights	2801 F Royallton Road	Broadview Heights	OH	44147-2827
Harborside Troy, LLC	Troy Center	512 Crescent Drive	Troy	OH	45373-2716
Harborside of Ohio Limited Partnership	Twin Rivers Center	395 Harding Avenue	Defiance	OH	43512-1315
Harborside of Cleveland Limited Partnership	West Bay Center - OH	27631 Westchester Pky	Westlake	OH	44145-1245
Bradford Square Nursing, LLC	Bradford Square Genesis HealthCare	1040 US Highway 127 South	Frankfort	KY	40601-4326
Woodspoint, LLC	Bridge Point Center	7300 Woodspoint Drive	Fluence	KY	41042-1543
HBR Bowling Green, LLC	Colonial Center	2365 Nashville Road	Bowling Green	KY	42101-4144
HBR Bardwell, LLC	Countryside Center	47 Maigo Avenue	Bardwell	KY	42023-9005
Crestview Nursing, LLC	Crestview Center	1871 Midland Trail	Shelbyville	KY	40065-9111
HBR Brownsville, LLC	Edmonson Center	813 S. Main Street	Brownsville	KY	42210-9309
Grant Manor, LLC	Grant Center	201 Kimberly Lane	Williamstown	KY	41097-9456
HBR Lewisport, LLC	Heartland Villa Center	8005 U. S. Highway 60 West	Lewisport	KY	42351-7379
HBR Owensboro, LLC	Heritage Place, A Senior Living Community	3362 Buckland Square	Owensboro	KY	42301-5829
HBR Madisonville, LLC	Hillside Center	1503 Pride Avenue	Madisonville	KY	42431-9157
HBR Woodburn, LLC	Hopkins Center	460 S. College Street	Woodburn	KY	42170-8838
HBR Elizabethtown, LLC	Kensington Center	225 St. John Road	Elizabethtown	KY	42701-2918
Klondike Manor, LLC	Klondike Center	3802 Klondike Lane	Louisville	KY	40218-1796
HBR Campbell Lane, LLC	Magnolia Village	1381 Campbell Lane	Bowling Green	KY	42104-1049
Leisures Years Nursing, LLC	Owensboro Center	1205 Litchfield Road	Owensboro	KY	42303-0861
Owington Manor Nursing, LLC	Owington Center	905 Hwy 127 North	Owington	KY	40359-9362
Regency Nursing, LLC	Regency Center	1550 Reynolds Drive	Louisville	KY	40219-5331
Pine Tree Villa, LLC	Regis Woods	4804 Lowe Road	Louisville	KY	40220-1514
Bowie Center Limited Partnership	Larkin Chase Center	16005 Health Center Drive	Bowie	MD	20716-1317
SunBridge Regency - North Carolina, LLC	Abbotts Creek Center	877 Hill Everhart Rd	Lexington	NC	27295-9140
SunBridge Regency - North Carolina, LLC	Alleghany Center	179 Cornbs Street	Spaen	NC	28675-8429
SunBridge Regency - North Carolina, LLC	Mount Olive Center	228 Smith Chapel Rd	Mount Olive	NC	28365-1917
SunBridge Retirement Care Associates, LLC	Pembroke Center	310 East Wardell Dr	Pembroke	NC	28372-7997
SunBridge Regency - North Carolina, LLC	Siler City Center	900 West Dolphin St	Siler City	NC	27344-3711
SunBridge Regency - North Carolina, LLC	Mordian Center	707 North Elm St	High Point	NC	27262-3917

Legal Name	Facility Name	Street	City	State	Zip
SunBridge Regency - North Carolina, LLC	Woodland Hill Center	400 Vision Dr	Asheboro	NC	27203-3855
SunBridge Regency - Tennessee, LLC	Cumberland Village Care Genesis HealthCare	136 Davis Lane	La Follette	TN	37766-3118
SunBridge Regency - Tennessee, LLC	Willow Ridge Center	216 Richardson Way	Maynardville	TN	37807-3803
SunBridge Dunbar Health Care LLC	Dunbar Center	501 Caldwell Lane	Dunbar	WV	25064-2028
SunBridge Glenville Health Care LLC	Glenville Center	111 Fairground Road	Glenville	WV	26351-1388
SunBridge Mountain Care Management, LLC	New Martinsville Center	225 Russell Avenue	New Martinsville	WV	26155-1572
SunBridge Care Enterprises, LLC	Parkersburg Care Center	1716 Gihon Road	Parkersburg	WV	26101-9866
SunBridge Beckley Health Care LLC	Pine Lodge Care and Rehabilitation Center	405 Stanford Rd.	Beckley	WV	25801-3143
SunBridge Putnam Health Care LLC	Putnam Care Center	300 Seville Rd	Hurricane	WV	25526-9208
SunBridge Salem Health Care LLC	Salem Center	255 Sunridge Drive	Salem	WV	26426-1154
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Estrella Center	350 East LaCanada	Avondale	AZ	85323-1643
SunBridge Brittany Rehabilitation Center LLC	American River Center	3900 Garfield Ave	Carmichael	CA	95608-6847
SunBridge Stockton Rehabilitation Center LLC	Creekside Center	9107 N. Davis Rd	Stockton	CA	95209-1807
SunBridge Care Enterprises West LLC	Kingsburg Center	1101 Stroud Ave	Kingsburg	CA	93631-1016
SunBridge Paradise Rehabilitation Center, LLC	Pine View Center	8777 Skyway	Paradise	CA	95969-2110
SunBridge Hallmark Health Services, LLC	Playa Del Rey Center	7716 Manchester Av	Playa Del Rey	CA	90293-8408
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Willows Center	320 N. Crawford Ave.	Willows	CA	95688-2326
Peak Medical Colorado No. 3, LLC	Bear Creek Center	150 Spring Street	Morrison	CO	80465-0117
Peak Medical Colorado No. 2, LLC	Cheyenne Mountain Center	835 Tenderfoot Hill Rd.	Colorado Springs	CO	80908-3903
Peak Medical Colorado No. 2, LLC	Cheyenne Place, A Senior Living Community	915 Tenderfoot Hill Rd.	Colorado Springs	CO	80906-3900
Peak Medical Colorado No. 3, LLC	Golden Peaks Center	1005 East Elizabeth	Fort Collins	CO	80524-3911
Peak Medical Colorado No. 2, LLC	Mesa Manor Center	2901 N. 12th St.	Grand Junction	CO	81506-2811
Peak Medical Colorado No. 2, LLC	Pikes Peak Center	2719 N. Union Blvd.	Colorado Springs	CO	80909-1145
Peak Medical Colorado No. 2, LLC	Pueblo Center	2611 Jones Ave.	Pueblo	CO	81004-2650
Peak Medical of Boise, LLC	Bennett Hills Center	1220 Montana St.	Gooding	ID	83330-1856
Peak Medical of Boise, LLC	Apex Center	8211 Ustick Rd.	Boise	ID	83704-5756
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Cherry Ridge Center	501 W. Idaho Blvd.	Emmett	ID	83617-9394
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Meridian Center Genesis Healthcare	1351 West Pine Avenue	Meridian	ID	83642-6031
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Payette Center	1019 3rd Avenue S.	Payette	ID	83661-2832
Peak Medical Idaho Operations, LLC	Rexburg Care and Rehabilitation Center	660 South 2nd West	Rexburg	ID	83440-2300
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Sunny Ridge	2609 Sunnybrook Drive	Nampa	ID	83686-6332
Peak Medical of Idaho, LLC	Twin Falls Center	674 Eastland Drive	Twin Falls	ID	83301-6846
Peak Medical Montana Operations, LLC	Butte Center	2400 Continental Drive	Butte	MT	59701-6563
Great Falls Health Care Company, LLC	The Lodge, A Senior Living Community	1801 9th Street South	Great Falls	MT	59405-5808
Peak Medical Montana Operations, LLC	Whitefish Center	1305 E. Seventh Street	Whitefish	MT	59937-2850
Peak Medical Las Cruces No. 2, LLC	Casa De Oro Center	1005 Lujan Hill Road	Las Cruces	NM	88007-6304
Peak Medical Las Cruces, LLC	Casa Del Sol Center	2905 East Missouri	Las Cruces	NM	88011-4813
Peak Medical New Mexico No. 3, LLC	Ladera Center	5901 Ouray Road NW	Albuquerque	NM	87120-1381
Peak Medical New Mexico No. 3, LLC	Las Palmas Center	8100 Palomas NE	Albuquerque	NM	87109-5264
Peak Medical Gallup, LLC	McKinley Center	306 Nizhoni E. Blvd.	Gallup	NM	87301-5794
Peak Medical Roswell, LLC	Mission Arch Center	3203 Mission Arch Drive	Roswell	NM	88201-8307
Peak Medical Assisted Living, LLC	The Village at Northrise, Morningside	2880 N. Roadrunner Parkway	Las Cruces	NM	88011-0853
Peak Medical New Mexico No. 3, LLC	Rio Rancho Center	4210 Sabana Grande SE	Rio Rancho	NM	87124-1152
Peak Medical Farmington, LLC	San Juan Center	806 W. Maple	Farmington	NM	87401-5831
Peak Medical of Utah, LLC	Washington Terrace Center	400 East 5350 South	Ogden	UT	84405-6931
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Ballard Center	820 NW 95th Street	Seattle	WA	98117-2207
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Columbia Crest Center	1100 E. Nelson Rd.	Moses Lake	WA	98837-2360
SunBridge Nursing Home, LLC	Everett Center	1919 - 112th St., Southwest	Everett	WA	98204-3784
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Lake Ridge Center	817 East Plum	Moses Lake	WA	98837-1870
SunBridge Healthcare LLC (fka SunBridge Healthcare Corporation)	Monroe House, A Senior Living Community	1405 Monroe St.	Moses Lake	WA	98837-4528
SunBridge Harbor View Rehabilitation Center, LLC	Harbor View Behavioral Health Center	490 W. 14th Street	Long Beach	CA	90813
SunBridge Braswell Enterprises, LLC	Laurel Park Behavioral Health Center	1425 Laurel Ave	Pomona	CA	91768
SunBridge Meadowbrook Rehabilitation Center LLC	Meadowbrook Behavioral Health Center	3951 East Blvd	Los Angeles	CA	90066
SunBridge Braswell Enterprises, LLC	Olive Vista Behavioral Health Center	2335 S. Towne Avenue	Pomona	CA	91766
SunBridge Shandin Hills Rehabilitation Center LLC	Shandin Hills Behavioral Health Center	4164 North 4th Avenue	San Bernardino	CA	92407
SunBridge Braswell Enterprises, LLC	Sierra Vista Behavioral Health Center	3456 East Highland Ave	Highland	CA	92346
SunBridge Gardendale Health Care Center, LLC	Magnolia Village	420 Dean Drive	Gardendale	AL	35071-2763
HBR Paducah, LLC	Barkley Center	4747 Alben Barkley Drive	Paducah	KY	42001
12080 Bellaire Way Operations LLC	Elms Haven Center	12080 Bellaire Way	Thornton	CO	80241-3600
14766 Washington Avenue Operations LLC	Washington Center	14766 Washington Ave	San Leandro	CA	94578-4220
1100 Texas Avenue Operations LLC	Deer Lodge	1100 Texas Ave.	Deer Lodge	MT	59722-1829
1130 Seventeenth Ave Operations LLC	Missouri River Center	1130 17th Ave South	Great Falls	MT	59405-4523
319 East Dunstable Road Operations, LLC	Langdon Place of Nashua, A Senior Living Community	319 East Dunstable Road	Nashua	NH	03062-4207

Legal Name	Facility Name	Street	City	State	Zip
Alexandria Care Center, LLC	Alexandria Care Center	1515 N. Alexandria Ave.	Los Angeles	CA	90027
Bay Crest Care Center, LLC	Bay Crest Care Center	3750 Garnet Street	Torrance	CA	90503
Brier Oak on Sunset, LLC	Brier Oak on Sunset	5154 Sunset Blvd.	Los Angeles	CA	90027
The Earlwood, LLC	The Earlwood	20820 Earl Street	Torrance	CA	90503
Fountain View Subacute and Nursing Center, LLC	Fountain View Subacute and Nursing Center	5310 Fountain Ave.	Los Angeles	CA	90029
Royalwood Care Center, LLC	Royalwood Care Center	22520 Maple Ave.	Torrance	CA	90505
Sharon Care Center, LLC	Sharon Care Center	8167 W. 3rd Street	Los Angeles	CA	90048
Woodland Care Center, LLC	Woodland Care Center	7120 Corbin Ave.	Reseda	CA	91335
Anaheim Terrace Care Center, LLC	Anaheim Terrace Care Center	141 S. Kroll Ave.	Anaheim	CA	92804
Carehouse Healthcare Center, LLC	Carehouse Healthcare Center	1800 Old Tustin Road	Santa Ana	CA	92705
Fountain Care Center, LLC	Fountain Care Center	1835 W. La Veta Ave.	Orange	CA	92668
Montebello Care Center, LLC	Montebello Care Center	1035 W. Beverly Blvd.	Montebello	CA	90640
Alta Care Center, LLC dba Alta Gardens Care Center	Alta Gardens Care Center	13075 Blackbird	Garden Grove	CA	92643
Rio Hondo Subacute and Nursing Center, LLC	Rio Hondo Subacute and Nursing Center	273 E. Beverly Blvd.	Montebello	CA	90640
Valley Healthcare Center, LLC	Valley Healthcare Center	4840 E. Tuare Ave.	Fresno	CA	93727
Willow Creek Healthcare Center, LLC	Willow Creek Healthcare Center	650 W. Alluvia	Clovis	CA	93611
Devonshire Care Center, LLC	Devonshire Care Center	1350 E. Devonshire Ave.	Hemet	CA	92541
Elmcrest Care Center, LLC	Elmcrest Care Center	3111 Santa Anita Ave.	El Monte	CA	91733
Villa Maria Healthcare Center, LLC (dba: Villa Maria Care Center)	Villa Maria Care Center	425 E. Barcelona Ave.	Santa Maria	CA	93454
St. Elizabeth Healthcare and Rehabilitation Center, LLC	St. Elizabeth Healthcare and Rehabilitation Center	2800 N. Harbor Blvd.	Fullerton	CA	92835
The Heights of Summerlin, LLC	The Heights of Summerlin	10550 Park Run Dr.	Las Vegas	NV	89141
St. Joseph Transitional Rehabilitation Center, LLC	St. Joseph Transitional Rehabilitation Center	2035 West Charleston Blvd.	Las Vegas	NV	89102
Albuquerque Heights Healthcare and Rehabilitation Center, LLC	Albuquerque Heights Healthcare and Rehabilitation Center	103 Hospital Loop NE	Albuquerque	NM	87109
The Rehabilitation Center of Albuquerque, LLC	The Rehabilitation Center of Albuquerque	5900 Forest Hills Dr. NE	Albuquerque	NM	87109
Skies Healthcare and Rehabilitation Center, LLC	Skies Healthcare and Rehabilitation Center	9150 McMahon NW	Albuquerque	NM	87114
Canyon Transitional Rehabilitation Center, LLC	Canyon Transitional Rehabilitation Center	10101 Lagrima de Oro NE	Albuquerque	NM	87111
St. Catherine Healthcare and Rehabilitation Center, LLC	Bear Canyon Rehabilitation Center	5123 Juan Tabo Blvd. NE	Albuquerque	NM	87111
St. John Healthcare and Rehabilitation Center, LLC	Sandia Ridge Center	2216 Lester Drive NE	Albuquerque	NM	87112
St. Theresa Healthcare and Rehabilitation Center, LLC	Uptown Rehabilitation Center	7900 Constitution Ave. NE	Albuquerque	NM	87110
Belen Meadows Healthcare and Rehabilitation Center, LLC	Belen Meadows Healthcare and Rehabilitation Center	1831 Camino del Llano	Belen	NM	87002
St. Anthony Healthcare and Rehabilitation Center, LLC	St. Anthony Healthcare and Rehabilitation Center	1400 West 21st Street	Clovis	NM	88101
Clovis Healthcare and Rehabilitation Center, LLC	Clovis Healthcare and Rehabilitation Center	1201 N. Norris St.	Clovis	NM	88101
Fountain Senior Assisted Living, LLC	Fountain Senior ALF	1800 W. Culver Ave.	Orange	CA	92668
Spring Senior Assisted Living, LLC	Spring Senior Assisted Living	20900 East Street	Torrance	CA	90503
Vintage Park at San Martin	Vintage Park at San Martin	7230 Gagnier Blvd.	Las Vegas	NV	89113
Colonial New Braunfels Care Center, LLC (dba: Colonial Manor Care Center)	Colonial Manor Care Center	821 U.S. Highway 81 West	New Braunfels	TX	78130
1420 So Black Horse Pk Ops LLC	Meadow View Nsg - Resp Ctr	1420 South Black Horse Pike	Williamstown	NJ	08094
1351 Old Freehold Road Ops LLC	Bey Lea Village Nsg-Rehab Ctr	1351 Old Freehold Rd.	Toms River	NJ	08753
56 Hamilton Avenue Ops LLC	Hamilton Plaza Nsg - Rehab Ctr	56 Hamilton Avenue	Passaic	NJ	07055
475 Jack Martin Blvd Ops LLC	Laurelton Village Care Center	475 Jack Martin Blvd.	Brick	NJ	08724
201 New Road Operations LLC	Linwood Care Center	201 New Road	Linwood	NJ	08221
261 Terhune Dr Operations LLC	Oak Ridge Rehab - Nsg Ctr	261 Terhune Drive	Wayne	NJ	07470
3000 Hiltop Rd Operations LLC	Whiting Healthcare Center	3000 Hiltop Dr.	Whiting	NJ	08759
1165 Easton Ave Operations LLC	Willow Creek Rehab - Care Ctr	1165 Easton Ave.	Somerset	NJ	08873
23 Fair Street Operations LLC	Village Green of Bristol	23 Fair Street	Bristol	CT	06010
55 Konracki Ln Operations LLC	Quinnipiac Valley Center	55 Konracki Drive	Wallingford	CT	06492
120 Murray St Operations LLC	Glen Ridge Nursing Care Center	120 Murray Street	Medford	MA	02155
279 Cabot St Operations LLC	Renaissance Manor on Cabot	279 Cabot Street	Holyoke	MA	01340
2015 East West Hwy Ops LLC	Fox Chase Rehab - Nsg Ctr	2015 East West Highway	Silver Spring	MD	20910
40 Whitcomb Rd Operations LLC	Rochester Manor	40 Whitcomb Road	Rochester	NH	03867
740 Oak Hill Rd Operations LLC	South County Nsg - Rehab Ctr	740 Oak Hill Road	North Kingstown	RI	02852
2 Blackberry Ln Operations LLC	Bennington Hlth - Rehab Ctr	2 Blackberry Lane	Bennington	VT	05201
98 Hospitality Drive Ops LLC	Berlin Hlth - Rehab Center	98 Hospitality Drive	Barre	VT	05641
300 Pearl St Operations LLC	Burlington Hlth - Rehab Ctr	300 Pearl Street	Burlington	VT	05401
105 Chester Rd Operations LLC	Springfield Hlth - Rehab Ctr	105 Chester Road	Springfield	VT	05166
1248 Hospital Drive Ops LLC	St Johnsbury Hlth - Rehab Ctr	1248 Hospital Drive	St. Johnsbury	VT	05819
8000 Cliff Dr Operations LLC	Cliff Nursing - Rehab Center	8000 Cliff Dr.	Dunn Loring	VA	22027
400 29th St Northeast Ops LLC	Linden Grove Health Care Ctr	400 29th Street NE	Puyallup	WA	98372
800 Medcalf Lane North Ops LLC	Montesano Health - Rehab Ctr	800 North Medcalf	Montesano	WA	98563
4755 South 48th Street Ops LLC	Orchard Park Hlth Care - Rehab	4755 South 48th St.	Tacoma	WA	98409