

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

In re:)	
)	Chapter 11
LAVIE CARE CENTERS, LLC, <i>et al.</i> ¹)	Case No. 24-55507 (PMB)
)	
Debtors.)	(Jointly Administered)
)	
)	Related to Docket No. 189

**NOTICE OF FILING OF FIRST AMENDMENT TO JUNIOR
SECURED DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT**

PLEASE TAKE NOTICE that, on June 21, 2024, the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), in their capacities as “Borrower” and “Guarantors,” as applicable, entered into that certain *Junior Secured Debtor-In-Possession Credit and Guaranty Agreement*, dated as of June 21, 2024 (as amended, amended and restated, supplemented, and otherwise modified from time to time, the “DIP Credit Agreement”), by and among the Borrower, the subsidiaries of Borrower party thereto as Guarantors, OHI DIP Lender, LLC, a Delaware limited liability company, as a lender and as administrative agent on behalf of the lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), and TIX 33433 LLC, a Delaware limited liability company, as a lender and as collateral agent for the lenders (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent,” and, together with the Administrative Agent, collectively, the “Agents”). Capitalized terms used but not defined herein have the meanings given to them in the DIP Credit Agreement.

PLEASE TAKE FURTHER NOTICE that, on June 28, 2024, the United States Bankruptcy Court for the Northern District of Georgia (the “Court”) entered the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Modifying the Automatic Stay, and (IV) Granting Related Relief* [Docket No. 189] (the “Final DIP Order”) authorizing the Debtors to, among other things, enter into the DIP Credit Agreement and the other ancillary agreements related thereto.

PLEASE TAKE FURTHER NOTICE that, in accordance with Section 11.16 of the DIP Credit Agreement, on October 3, 2024, the Credit Parties, the Lenders, and the Administrative

¹ The last four digits of LaVie Care Centers, LLC’s federal tax identification number are 5592. There are 282 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors’ claims and noticing agent at <https://www.veritaglobal.net/LaVie>. The location of LaVie Care Centers, LLC’s corporate headquarters and the Debtors’ service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.



Agent agreed to amend certain terms of the DIP Credit Agreement. A copy of that certain *First Amendment to Junior Secured Debtor-In-Possession Credit and Guaranty Agreement*, dated as of October 3, 2024, is attached hereto as **Exhibit A**, as required under Paragraph 35 of the Final DIP Order.

PLEASE TAKE FURTHER NOTICE that a copy of each document filed in the above captioned chapter 11 cases can be viewed on the Court's website at www.ganb.uscourts.gov and the website of the Debtors' claims and noticing agent, Kurtzman Carson Consultants LLC d/b/a Verita, at <https://www.veritaglobal.net/LaVie>. Further information may be obtained by using the "Submit an Inquiry" function at <https://www.veritaglobal.net/LaVie/inquiry>.

Dated: Atlanta, Georgia
October 10, 2024

MCDERMOTT WILL & EMERY LLP

/s/ Daniel M. Simon

Daniel M. Simon (Georgia Bar No. 690075)
1180 Peachtree St. NE, Suite 3350
Atlanta, Georgia 30309
Telephone: (404) 260-8535
Facsimile: (404) 393-5260
Email: dsimon@mwe.com

- and -

Emily C. Keil (admitted *pro hac vice*)
Jake Jumbeck (admitted *pro hac vice*)
Catherine Lee (admitted *pro hac vice*)
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 372-2000
Facsimile: (312) 984-7700
Email: ekeil@mwe.com
jjumbeck@mwe.com
clee@mwe.com

Counsel for the Debtors and Debtors-in-Possession

CERTIFICATE OF SERVICE

I hereby certify that on October 10, 2024, all ECF participants registered in this case were served electronically with the foregoing document through the Court’s ECF system at their respective email addresses registered with this Court. The Debtors’ claims and noticing agent will be filing a supplemental certificate of service on the docket to reflect any additional service of the foregoing document, including on the Limited Service List.

Dated: Atlanta, Georgia
October 10, 2024

MCDERMOTT WILL & EMERY LLP

/s/ Daniel M. Simon

Daniel M. Simon (Georgia Bar No. 690075)
1180 Peachtree St. NE, Suite 3350
Atlanta, Georgia 30309
Telephone: (404) 260-8535
Facsimile: (404) 393-5260
Email: dsimon@mwe.com

Counsel for the Debtors and Debtors-in-Possession

EXHIBIT A

First Amendment to DIP Credit Agreement

**FIRST AMENDMENT TO JUNIOR SECURED
DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT**

This **FIRST AMENDMENT TO JUNIOR SECURED DEBTOR-IN-POSSESSION CREDIT AND GUARANTY AGREEMENT** (this “**Amendment**”) is dated as of October 3, 2024, and is entered into by and among **LaVie Care Centers, LLC**, a Delaware limited liability company (“**LaVie**”), as borrower (together with each other Person that joined the Credit Agreement (as defined below) as a “**Borrower**,” “**Borrowers**” and individually, each a “**Borrower**”), the Persons identified on Exhibit A hereto, as a guarantor (together with each other Person that joined the Credit Agreement as a “**Guarantor**,” the “**Guarantors**” and individually, each, a “**Guarantor**”), **OHI DIP LENDER, LLC**, a Delaware limited liability company (individually “**Omega**”), as a Lender and as administrative agent on behalf of the lenders (in such capacity, together with its successors and assigns in such capacity, the “**Administrative Agent**”), and **TIX 33433 LLC**, a Delaware limited liability company (individually, “**TIX**”), as a Lender and as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**,” and, together with the Administrative Agent, collectively, the “**Agents**”), and the other financial institutions or other entities from time to time parties hereto as a Lender.

WITNESSETH

WHEREAS, the Borrower, the other Credit Parties, the Lenders, and the Agents are parties to that certain Junior Secured Debtor-In-Possession Credit and Guaranty Agreement, dated as of June 21, 2024 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, the Borrower and the other Credit Parties have requested that the undersigned Lenders agree to amend the Credit Agreement on the terms and conditions set forth herein;

WHEREAS, the Lenders and the Administrative Agent, at the direction of the Required Lenders, have agreed to the foregoing, in each case on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Defined Terms**. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Credit Agreement, as amended hereby.
2. **Amendments**. Notwithstanding anything to the contrary in the Credit Agreement or elsewhere in the Financing Documents, in reliance upon the representations and warranties set forth herein and subject to the conditions of effectiveness set forth herein, the Administrative Agent and the undersigned Lenders agree with the Credit Parties that the Credit Agreement is amended as follows:

2.1. The defined term “Termination Date” is hereby amended and restated in its entirety as follows:

“ **“Termination Date”** means the earliest of (i) the date that is one hundred sixty-six (166) calendar days after the Petition Date (or such later date as agreed to by each Lender), (ii) if the Final DIP Order has not been entered, thirty-five (35) calendar days after the Petition Date (or such later date as agreed to by each Lender), (iii) the acceleration of the Term Loans and the termination of the DIP Term Loan Commitments upon the occurrence of a Termination Declaration, (iv) the effective date of any Plan, (v) the date the Bankruptcy Court converts any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (vi) the date the Bankruptcy Court dismisses any of the Chapter 11 Cases, (vii) the closing of any sale of assets under Section 363 of the Bankruptcy Code, which when taken together with all other sales of assets since the Closing Date, constitutes a sale of all or substantially all of the assets of the Credit Parties, and (viii) the date an order is entered in any Chapter 11 Case appointing a chapter 11 trustee or examiner with enlarged powers.”

2.2. Section 4.12 of the Credit Agreement is hereby amended and restated in its entirety as follows:

(a) No later than three (3) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Interim DIP Order.

(b) No later than ten (10) calendar days after the Petition Date, the Credit Parties shall have filed a motion for approval of procedures for the marketing and sale of some or all of the Credit Parties’ business enterprise (the “**Transaction**”) under section 363 of the Bankruptcy Code or as sponsor of the Plan (the “**Bidding Procedures Motion**”), which motions and proposed bidding procedures shall be in form and substance reasonably acceptable to the Lenders.

(c) No later than thirty-five (35) calendar days after the Petition Date, the Bankruptcy Court shall have entered an order granting the Bidding Procedures Motion (the “**Bidding Procedures Order**”), which order shall be in form and substance reasonably acceptable to the Lenders.

(d) No later than thirty-five (35) calendar days after the Petition Date, the Bankruptcy Court shall have entered the Final DIP Order.

(e) No later than forty-five (45) calendar days following the Petition Date, the Credit Parties shall have filed with the Bankruptcy Court a Plan and a related disclosure statement (the “**Disclosure Statement**”), in each case, in form and substance reasonably acceptable to the Lenders.

(f) The deadline for submitting final qualified bids under the Bidding Procedures Order shall be no later than ninety-five (95) calendar days after the Petition Date.

(g) Any auction to select a winning bidder under the Bidding Procedures shall be conducted no later than one hundred (100) days following the Petition Date.

(h) No later than one hundred twenty (120) calendar days after the Petition Date, the Bankruptcy Court shall have entered an order (i) approving the sale of some or all of the Credit Parties' assets under section 363 of the Bankruptcy Code or (ii) approving the Disclosure Statement, which order shall be in form and substance reasonably acceptable to the Lenders.

(i) No later than one hundred sixty-six (166) calendar days after the Petition Date, the Bankruptcy Court shall have entered an order confirming the Plan, which order shall be in form and substance reasonably acceptable to the Lenders.

2.3. Annex B of the Credit Agreement is hereby amended and restated in its entirety as set forth in Exhibit A to this Amendment.

3. **Conditions Precedent to Amendment.** This Amendment shall become effective only upon the date (the "**Effective Date**") on which the Administrative Agent and Required Lenders have received (or waived receipt of) the following documents and other evidence, each in form and substance satisfactory to them:

(a) A copy of this Amendment, duly executed and delivered by the Credit Parties, the Administrative Agent, and the Required Lenders.

(b) The representations and warranties contained in the Credit Agreement and this Amendment are true and correct on and as of the Effective Date.

4. **Representations and Warranties.** The provisions of Article 3 of the Credit Agreement are hereby incorporated by reference, *mutatis mutandis*.

5. **Events of Default.** Each Credit Party (a) acknowledges and agrees that an Event of Default has occurred and is ongoing under Section 10.1(z) of the Credit Agreement due to the filing on August 6, 2024 of Recovery Corp.'s Motion to Dismiss or Convert Florida DivestCo Reorganizations [Docket No. 310] in the Chapter 11 Cases (the "**Specified Default**"), (b) acknowledges and agrees that nothing herein is a waiver by the Lenders of any rights with respect to the Specified Default, and (c) represents and warrants that no Default or Event of Default other than the Specified Default exists under the Credit Agreement.

6. **Reaffirmation.** Each Credit Party, as debtor, grantor, pledgor, guarantor, assignor, or in any other similar capacity in which such Person grants liens or security interests in its property or otherwise acts as accommodation party or guarantor, as the case may be, in each case, pursuant to any Financing Document, hereby (a) confirms, ratifies and reaffirms all of its payment and performance obligations, contingent or otherwise, under the Credit Agreement and each other Financing Document to which it is a party (after giving effect hereto), (b) confirms and agrees that each Financing Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that on and after the Effective Date, all references in any such Financing Document to "the Credit Agreement", the "Agreement", "thereto", "thereof", "thereunder" or words of like import referring to the Credit Agreement shall

mean the Credit Agreement as amended by this Amendment, and (c) confirms and agrees that, to the extent that any Financing Document to which it is party purports to assign or pledge to the Administrative Agent, for the benefit of the Secured Parties, or to grant to the Administrative Agent, for the benefit of the Secured Parties, a security interest in or Lien on any Collateral as security for the Secured Obligations of the Credit Parties from time to time existing in respect of the Credit Agreement (as amended hereby) and the other Financing Documents, or otherwise guaranteed the Secured Obligations under or with respect to the Financing Documents, such guarantee, pledge, assignment and/or grant of the security interest or Lien is hereby ratified, reaffirmed and confirmed in all respects and confirms and agrees that such guarantee, pledge, assignment and/or grant of the security interest or Lien hereafter guarantees and secures all of the Secured Obligations as amended hereby. This Amendment does not and shall not affect any of the obligations of the Credit Parties, other than as expressly provided herein, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Administrative Agent or any Lender under any Financing Document, shall not constitute a waiver of any provision of any Financing Document, and shall not be construed as a substitution or novation of the Secured Obligations which shall remain in full force and effect.

7. Choice of Law. EXCEPT TO THE EXTENT GOVERNED BY THE BANKRUPTCY CODE, THIS AMENDMENT, AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).

8. **Counterpart Execution.** This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Signatures by facsimile and electronic mail shall bind the parties hereto.

9. **Effect on Financing Documents.**

9.1. The parties hereto acknowledge and agree that this Amendment constitutes a Financing Document for all purposes.

9.2. The Credit Agreement, as amended hereby, and each of the other Financing Documents shall be and remain in full force and effect in accordance with their respective terms and are hereby ratified and confirmed in all respects. The execution, delivery, and performance of this Amendment shall not operate, except as expressly set forth herein, as a modification or waiver of any right, power, or remedy of the Agents or any Lender under the Credit Agreement or any other Financing Document. The modifications herein are limited to the specifics hereof, shall not apply with respect to any facts or occurrences other than those on which the same are based, shall not excuse future non-compliance with the Financing Documents and shall not operate as a consent to any further or other matter under the Financing Documents.

9.3. To the extent that any terms and conditions in any of the Financing Documents shall contradict or be in conflict with any terms or conditions of the Credit Agreement, after giving effect to this Amendment, such terms and conditions are hereby deemed modified or amended accordingly to reflect the terms and conditions of the Credit Agreement as modified or amended hereby.

10. **Costs and Expenses.** In connection with this Amendment, the Credit Parties hereby agree to pay all costs and expenses of the Administrative Agent and the Lenders as required under Paragraph 9(a)(4) of the Final DIP Order. The obligations set forth in this Section 10 constitute Obligations.

11. **Severability.** In case any provision in this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

12. **Headings.** The headings and captions used herein are included for convenience of reference only and shall not be given any substantive effect.

13. **Entire Agreement; No Reliance.** This Amendment and the other Financing Documents constitute the entire agreement and understanding among the parties hereto and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Each Lender acknowledges that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking any action under the DIP Financing Documents.

[signature pages follow]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

BORROWER:

LAVIE CARE CENTERS, LLC

DocuSigned by:
By: M. Benjamin Jones
Name: M. Benjamin Jones
Title: Chief Restructuring Officer

GUARANTORS:

**10040 HILLVIEW ROAD OPERATIONS LLC
1010 CARPENTERS WAY OPERATIONS LLC
1026 ALBEE FARM ROAD OPERATIONS
LLC
1061 VIRGINIA STREET OPERATIONS LLC
1111 DRURY LANE OPERATIONS LLC
1120 WEST DONEGAN AVENUE
OPERATIONS LLC
11565 HARTS ROAD OPERATIONS LLC
12170 CORTEZ BOULEVARD OPERATIONS
LLC
125 ALMA BOULEVARD OPERATIONS LLC
1445 HOWELL AVENUE OPERATIONS LLC
1465 OAKFIELD DRIVE OPERATIONS LLC
1507 SOUTH TUTTLE AVENUE
OPERATIONS LLC
15204 WEST COLONIAL DRIVE
OPERATIONS LLC
1550 JESS PARRISH COURT OPERATIONS
LLC
1615 MIAMI ROAD OPERATIONS LLC
1820 SHORE DRIVE OPERATIONS LLC
1851 ELKCAM BOULEVARD OPERATIONS
LLC
1937 JENKS AVENUE OPERATIONS LLC
195 MATTIE M. KELLY BOULEVARD
OPERATIONS LLC
216 SANTA BARBARA BOULEVARD
OPERATIONS LLC
2333 NORTH BRENTWOOD CIRCLE
OPERATIONS LLC
2401 NE 2ND STREET OPERATIONS LLC
2826 CLEVELAND AVENUE OPERATIONS
LLC
2916 HABANA WAY OPERATIONS LLC
2939 SOUTH HAVERHILL ROAD
OPERATIONS LLC
3001 PALM COAST PARKWAY
OPERATIONS LLC
3101 GINGER DRIVE OPERATIONS LLC
3110 OAKBRIDGE BOULEVARD
OPERATIONS LLC
3735 EVANS AVENUE OPERATIONS LLC**

**3825 COUNTRYSIDE BOULEVARD
OPERATIONS LLC
3920 ROSEWOOD WAY OPERATIONS LLC
4200 WASHINGTON STREET OPERATIONS
LLC
4641 OLD CANOE CREEK ROAD
OPERATIONS LLC
500 SOUTH HOSPITAL DRIVE
OPERATIONS LLC
5065 WALLIS ROAD OPERATIONS LLC
518 WEST FLETCHER AVENUE
OPERATIONS LLC
5405 BABCOCK STREET OPERATIONS LLC
611 SOUTH 13TH STREET OPERATIONS
LLC
626 NORTH TYNDALL PARKWAY
OPERATIONS LLC
6305 CORTEZ ROAD WEST OPERATIONS
LLC
6414 13TH ROAD SOUTH OPERATIONS LLC
650 REED CANAL ROAD OPERATIONS LLC
6700 NW 10TH PLACE OPERATIONS LLC
702 SOUTH KINGS AVENUE OPERATIONS
LLC
710 NORTH SUN DRIVE OPERATIONS LLC
741 SOUTH BENEVA ROAD OPERATIONS
LLC
777 NINTH STREET NORTH OPERATIONS
LLC
7950 LAKE UNDERHILL ROAD
OPERATIONS LLC
9035 BRYAN DAIRY ROAD OPERATIONS
LLC
9311 SOUTH ORANGE BLOSSOM TRAIL
OPERATIONS LLC
9355 SAN JOSE BOULEVARD OPERATIONS
LLC
ALPHA HEALTH CARE PROPERTIES, LLC
AMBASSADOR ANCILLARY SERVICES,
LLC
AMBASSADOR REHABILITATIVE
SERVICES, LLC
ASHLAND FACILITY OPERATIONS, LLC
ASHTON COURT HEALTHCARE, LLC
ASSISTED LIVING AT FROSTBURG
VILLAGE FACILITY OPERATIONS, LLC**

**AUGUSTA FACILITY OPERATIONS, LLC
AUGUSTA HEALTH CARE PROPERTIES,
LLC
BAYA NURSING AND REHABILITATION,
LLC
BAYONET POINT FACILITY OPERATIONS,
LLC
BOSSIER HEALTHCARE, LLC
BRANDON FACILITY OPERATIONS, LLC
BRENTWOOD MEADOW HEALTH CARE
ASSOCIATES, LLC
BRILEY FACILITY OPERATIONS, LLC
BROWNSBORO HILLS HEALTHCARE, LLC
CANONSBURG PROPERTY INVESTORS,
LLC
CAPITAL HEALTH CARE ASSOCIATES,
LLC
CARDINAL NORTH CAROLINA
HEALTHCARE, LLC
CAREY FACILITY OPERATIONS, LLC
CARY HEALTHCARE, LLC
CATALINA GARDENS HEALTH CARE
ASSOCIATES, LLC
CATALINA HEALTH CARE ASSOCIATES,
LLC
CENTENNIAL ACQUISITION
CORPORATION
CENTENNIAL EMPLOYEE MANAGEMENT,
LLC
CENTENNIAL FIVE STAR MASTER
TENANT, LLC
CENTENNIAL HEALTHCARE
CORPORATION
CENTENNIAL HEALTHCARE HOLDING
COMPANY LLC
CENTENNIAL HEALTHCARE
INVESTMENT CORPORATION
CENTENNIAL HEALTHCARE
MANAGEMENT CORPORATION
CENTENNIAL HEALTHCARE PROPERTIES
CORPORATION
CENTENNIAL HEALTHCARE PROPERTIES,
LLC
CENTENNIAL MANAGEMENT
INVESTMENT, LLC
CENTENNIAL MASTER SUBTENANT, LLC**

**CENTENNIAL MASTER TENANT, LLC
CENTENNIAL NEWCO HOLDING
COMPANY, LLC
CENTENNIAL PROFESSIONAL THERAPY
SERVICES CORPORATION
CENTENNIAL SEHC MASTER TENANT LLC
CENTENNIAL SERVICE CORPORATION -
GRANT PARK
CHARLWELL HEALTHCARE, LLC
CHENAL HEALTHCARE, LLC
CHESWICK FACILITY OPERATIONS, LLC
CHIC HOLDING COMPANY, LLC
CHMC HOLDING COMPANY, LLC
CHPC HOLDING COMPANY, LLC
CLAY COUNTY HEALTHCARE, LLC
CLEARWATER HEALTHCARE, LLC
COASTAL ADMINISTRATIVE SERVICES,
LLC
COASTAL MANAGEMENT INVESTMENT,
LLC
CONSULATE EV ACQUISITION, LLC
CONSULATE EV MASTER TENANT, LLC
CONSULATE EV OPERATIONS I, LLC
CONSULATE FACILITY LEASING, LLC
CONSULATE MANAGEMENT COMPANY
III, LLC
CONSULATE MZHBS LEASEHOLDINGS,
LLC
CONSULATE NHCGL LEASEHOLDINGS, LLC
COUNTRY MEADOW FACILITY
OPERATIONS, LLC
CRESTLINE FACILITY OPERATIONS, LLC
CYPRESS MANOR HEALTH CARE
ASSOCIATES, LLC
CYPRESS SQUARE HEALTH CARE
ASSOCIATES, LLC
D.C. MEDICAL INVESTORS LIMITED
PARTNERSHIP
DONEGAN SQUARE HEALTH CARE
ASSOCIATES, LLC
DOWN EAST HEALTHCARE, LLC
EDINBOROUGH SQUARE HEALTH CARE
ASSOCIATES, LLC
EMERALD RIDGE HEALTHCARE, LLC
ENVOY HEALTH CARE, LLC
ENVOY MANAGEMENT COMPANY, LLC**

**ENVOY OF ALEXANDRIA, LLC
ENVOY OF DENTON, LLC
ENVOY OF FOREST HILLS, LLC
ENVOY OF FORK UNION, LLC
ENVOY OF GOOCHLAND, LLC
ENVOY OF LAWRENCEVILLE, LLC
ENVOY OF NORFOLK, LLC
ENVOY OF PIKESVILLE, LLC
ENVOY OF RICHMOND, LLC
ENVOY OF SOMERSET, LLC
ENVOY OF STAUNTON, LLC
ENVOY OF WILLIAMSBURG, LLC
ENVOY OF WINCHESTER, LLC
ENVOY OF WOODBRIDGE, LLC
EPSILON HEALTH CARE PROPERTIES,
LLC
FERRIDAY HEALTHCARE, LLC
FLLVMT, LLC
FLORIDA HEALTH CARE PROPERTIES,
LLC
FLORIDIAN FACILITY OPERATIONS, LLC
FORREST OAKES HEALTHCARE, LLC
FRANKLINTON HEALTHCARE, LLC
FROSTBURG FACILITY OPERATIONS, LLC
GARDEN COURT HEALTHCARE, LLC
GATEWAY HEALTHCARE, LLC
GENOA HEALTHCARE CONSULTING, LLC
GENOA HEALTHCARE GROUP, LLC
GLENBURNEY HEALTHCARE, LLC
GRANT PARK NURSING HOME LIMITED
PARTNERSHIP
GRAYSON FACILITY OPERATIONS, LLC
GREEN COVE FACILITY OPERATIONS,
LLC
GREENFIELD FACILITY OPERATIONS,
LLC
HARBOR POINTE FACILITY OPERATIONS,
LLC
HFLLVMT, LLC
HILLTOP MISSISSIPPI HEALTHCARE, LLC
HILLTOPPER HOLDING CORP.
HOLLYWELL HEALTHCARE, LLC
HUNTER WOODS HEALTHCARE, LLC
HURSTBOURNE HEALTHCARE, LLC
JACKSONVILLE FACILITY OPERATIONS,
LLC**

JENNINGS HEALTHCARE, LLC
JOSERA, LLC
KANNAPOLIS HEALTHCARE, LLC
KD HEALTHCARE, LLC
KENTON FACILITY OPERATIONS, LLC
KENWOOD VIEW HEALTHCARE, LLC
KIMWELL HEALTHCARE, LLC
KINGS DAUGHTERS FACILITY
OPERATIONS, LLC
KISSIMMEE FACILITY OPERATIONS, LLC
LAKE PARKER FACILITY OPERATIONS,
LLC
LAKELAND FACILITY OPERATIONS, LLC
LEGENDS FACILITY OPERATIONS, LLC
LEVEL UP STAFFING, LLC
LIBBY HEALTHCARE, LLC
LIDENSKAB, LLC
LINCOLN CENTER HEALTHCARE, LLC
LOCUST GROVE FACILITY OPERATIONS,
LLC
LTC INSURANCE ASSOCIATES, LLC
LUCASVILLE I FACILITY OPERATIONS,
LLC
LUCASVILLE II FACILITY OPERATIONS,
LLC
LUTHER RIDGE FACILITY OPERATIONS,
LLC
LV CHC HOLDINGS I, LLC
LV OPERATIONS I, LLC
LV OPERATIONS II, LLC
LVE HOLDCO, LLC
LVE MASTER TENANT 1, LLC
LVE MASTER TENANT 2, LLC
LVE MASTER TENANT 3, LLC
LVE MASTER TENANT 4, LLC
LVFH MASTER TENANT, LLC
LVLUPH, LLC
MA HEALTHCARE HOLDING COMPANY,
LLC
MANOR AT ST. LUKE VILLAGE FACILITY
OPERATIONS, LLC
MCCOMB HEALTHCARE, LLC
MELBOURNE FACILITY OPERATIONS,
LLC
MIAMI FACILITY OPERATIONS, LLC
MILTON HEALTHCARE, LLC

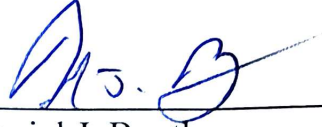
**MONTCLAIR HEALTHCARE, LLC
MOUNT ROYAL FACILITY OPERATIONS,
LLC
NENC HEALTHCARE HOLDING
COMPANY, LLC
NEW HARMONIE HEALTHCARE, LLC
NEW PORT RICHEY FACILITY
OPERATIONS, LLC
NEWPORT NEWS FACILITY OPERATIONS,
LLC
NORFOLK FACILITY OPERATIONS, LLC
NORTH CAROLINA MASTER TENANT, LLC
NORTH FORT MYERS FACILITY
OPERATIONS, LLC
NORTH STRABANE FACILITY
OPERATIONS, LLC
OAK GROVE HEALTHCARE, LLC
OAKS AT SWEETEN CREEK
HEALTHCARE, LLC
OMRO HEALTHCARE, LLC
ONETETE, LLC
ORANGE PARK FACILITY OPERATIONS,
LLC
OSPREY NURSING AND REHABILITATION,
LLC
PALOMA BLANCA HEALTH CARE
ASSOCIATES, LLC
PARKSIDE FACILITY OPERATIONS, LLC
PARKVIEW FACILITY OPERATIONS, LLC
PARKVIEW HEALTHCARE, LLC
PARKVIEW MANOR HEALTHCARE, LLC
PARKWELL HEALTHCARE, LLC
PAVILION AT ST. LUKE VILLAGE
FACILITY OPERATIONS, LLC
PENN VILLAGE FACILITY OPERATIONS,
LLC
PENKNOLL VILLAGE FACILITY
OPERATIONS, LLC
PENSACOLA FACILITY OPERATIONS, LLC
PERRY FACILITY OPERATIONS, LLC
PERRY VILLAGE FACILITY OPERATIONS,
LLC
PHEASANT RIDGE FACILITY
OPERATIONS, LLC
PIKETON FACILITY OPERATIONS, LLC
PINE RIVER HEALTHCARE, LLC**

**PINELAKE HEALTHCARE, LLC
PINWOOD HEALTHCARE, LLC
PORT CHARLOTTE FACILITY
OPERATIONS, LLC
QCPMT, LLC
RAC INSURANCE INVESTORS, LLC
REEDERS FACILITY OPERATIONS, LLC
RETIREMENT VILLAGE OF NORTH
STRABANE FACILITY OPERATIONS, LLC
RIDGWOOD FACILITY OPERATIONS,
LLC
RILEY HEALTHCARE, LLC
RISPETTO, LLC
RIVERBEND HEALTHCARE, LLC
RIVERVIEW OF ANN ARBOR
HEALTHCARE, LLC
ROYAL TERRACE HEALTHCARE, LLC
SAFETY HARBOR FACILITY OPERATIONS,
LLC
SALUS MANAGEMENT INVESTMENT, LLC
SARASOTA FACILITY OPERATIONS, LLC
SEA CREST MANAGEMENT INVESTMENT,
LLC
SHERIDAN INDIANA HEALTHCARE, LLC
SHORELINE HEALTHCARE
MANAGEMENT, LLC
SKYLINE FACILITY OPERATIONS, LLC
SOUTHPOINT HEALTH CARE
ASSOCIATES, LLC
ST. PETERSBURG FACILITY OPERATIONS,
LLC
STARKVILLE MANOR HEALTHCARE, LLC
STRATFORD FACILITY OPERATIONS, LLC
SUMMIT FACILITY OPERATIONS, LLC
SUSQUEHANNA VILLAGE FACILITY
OPERATIONS, LLC
SWAN POINTE FACILITY OPERATIONS,
LLC
TALLAHASSEE FACILITY OPERATIONS,
LLC
TARPON HEALTH CARE ASSOCIATES, LLC
THS PARTNERS I, INC.
THS PARTNERS II, INC.
TOSTURI, LLC
TRANSITIONAL HEALTH PARTNERS
TRANSITIONAL HEALTH SERVICES, INC.**

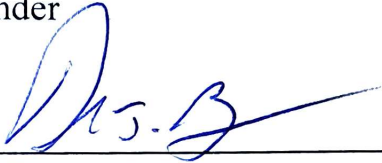
VALLEY VIEW HEALTHCARE, LLC
VAPAMT, LLC
VERO BEACH FACILITY OPERATIONS, LLC
VNTG HD MASTER TENANT, LLC
WALNUT COVE HEALTHCARE, LLC
WAYNE HEALTHCARE, LLC
WELLINGTON HEALTHCARE, LLC
WELLSTON FACILITY OPERATIONS, LLC
WEST ALTAMONTE FACILITY OPERATIONS, LLC
WEST PALM BEACH FACILITY OPERATIONS, LLC
WESTERVILLE FACILITY OPERATIONS, LLC
WESTWOOD HEALTHCARE, LLC
WHISPERING HILLS FACILITY OPERATIONS, LLC
WHITEHALL OF ANN ARBOR HEALTHCARE, LLC
WHITEHALL OF NOVI HEALTHCARE, LLC
WILLIAMSBURG FACILITY OPERATIONS, LLC
WILLOWBROOK HEALTHCARE, LLC
WILORA LAKE HEALTHCARE, LLC
WINDSOR FACILITY OPERATIONS, LLC
WINONA MANOR HEALTHCARE, LLC
WINTER HAVEN FACILITY OPERATIONS, LLC
WOODBINE HEALTHCARE, LLC
WOODSTOCK FACILITY OPERATIONS, LLC

DocuSigned by:
 By: M. Benjamin Jones
46622179A63843E
 Name: M. Benjamin Jones
 Title: Chief Restructuring Officer

OHI DIP LENDER, LLC,
as Administrative Agent and a Lender

By: 
Name: Daniel J. Booth
Title: Chief Operating Officer

OHI DIP LENDER, LLC,
as a Lender

By: 
Name: Daniel J. Booth
Title: Chief Operating Officer

TIX 33433 LLC,
as a Lender

By: _____
Name: _____
Title: _____

OHI DIP LENDER, LLC,
as Administrative Agent and a Lender

By:

Name: Daniel J. Booth

Title: Chief Operating Officer

OHI DIP LENDER, LLC, as a Lender

By:

Name: Daniel J. Booth

Title: Chief Operating Officer

TIX 33433 LLC, as a Lender

By: 

Name: Mark E. Andrews

Title: Authorized Representative

Exhibit A

ANNEX B TO CREDIT AGREEMENT (GUARANTORS)

	Guarantors
1.	10040 HILLVIEW ROAD OPERATIONS LLC
2.	1010 CARPENTERS WAY OPERATIONS LLC
3.	1026 ALBEE FARM ROAD OPERATIONS LLC
4.	1061 VIRGINIA STREET OPERATIONS LLC
5.	1111 DRURY LANE OPERATIONS LLC
6.	1120 WEST DONEGAN AVENUE OPERATIONS LLC
7.	11565 HARTS ROAD OPERATIONS LLC
8.	12170 CORTEZ BOULEVARD OPERATIONS LLC
9.	125 ALMA BOULEVARD OPERATIONS LLC
10.	1445 HOWELL AVENUE OPERATIONS LLC
11.	1465 OAKFIELD DRIVE OPERATIONS LLC
12.	1507 SOUTH TUTTLE AVENUE OPERATIONS LLC
13.	15204 WEST COLONIAL DRIVE OPERATIONS LLC
14.	1550 JESS PARRISH COURT OPERATIONS LLC
15.	1615 MIAMI ROAD OPERATIONS LLC
16.	1820 SHORE DRIVE OPERATIONS LLC
17.	1851 ELKCAM BOULEVARD OPERATIONS LLC
18.	1937 JENKS AVENUE OPERATIONS LLC
19.	195 MATTIE M. KELLY BOULEVARD OPERATIONS LLC
20.	216 SANTA BARBARA BOULEVARD OPERATIONS LLC
21.	2333 NORTH BRENTWOOD CIRCLE OPERATIONS LLC
22.	2401 NE 2ND STREET OPERATIONS LLC
23.	2826 CLEVELAND AVENUE OPERATIONS LLC
24.	2916 HABANA WAY OPERATIONS LLC
25.	2939 SOUTH HAVERHILL ROAD OPERATIONS LLC
26.	3001 PALM COAST PARKWAY OPERATIONS LLC
27.	3101 GINGER DRIVE OPERATIONS LLC
28.	3110 OAKBRIDGE BOULEVARD OPERATIONS LLC
29.	3735 EVANS AVENUE OPERATIONS LLC
30.	3825 COUNTRYSIDE BOULEVARD OPERATIONS LLC
31.	3920 ROSEWOOD WAY OPERATIONS LLC
32.	4200 WASHINGTON STREET OPERATIONS LLC
33.	4641 OLD CANOE CREEK ROAD OPERATIONS LLC
34.	500 SOUTH HOSPITAL DRIVE OPERATIONS LLC
35.	5065 WALLIS ROAD OPERATIONS LLC
36.	518 WEST FLETCHER AVENUE OPERATIONS LLC
37.	5405 BABCOCK STREET OPERATIONS LLC
38.	611 SOUTH 13TH STREET OPERATIONS LLC
39.	626 NORTH TYNDALL PARKWAY OPERATIONS LLC
40.	6305 CORTEZ ROAD WEST OPERATIONS LLC

41.	6414 13TH ROAD SOUTH OPERATIONS LLC
42.	650 REED CANAL ROAD OPERATIONS LLC
43.	6700 NW 10TH PLACE OPERATIONS LLC
44.	702 SOUTH KINGS AVENUE OPERATIONS LLC
45.	710 NORTH SUN DRIVE OPERATIONS LLC
46.	741 SOUTH BENEVA ROAD OPERATIONS LLC
47.	777 NINTH STREET NORTH OPERATIONS LLC
48.	7950 LAKE UNDERHILL ROAD OPERATIONS LLC
49.	9035 BRYAN DAIRY ROAD OPERATIONS LLC
50.	9311 SOUTH ORANGE BLOSSOM TRAIL OPERATIONS LLC
51.	9355 SAN JOSE BOULEVARD OPERATIONS LLC
52.	ALPHA HEALTH CARE PROPERTIES, LLC
53.	AMBASSADOR ANCILLARY SERVICES, LLC
54.	AMBASSADOR REHABILITATIVE SERVICES, LLC
55.	ASHLAND FACILITY OPERATIONS, LLC
56.	ASHTON COURT HEALTHCARE, LLC
57.	ASSISTED LIVING AT FROSTBURG VILLAGE FACILITY OPERATIONS, LLC
58.	AUGUSTA FACILITY OPERATIONS, LLC
59.	AUGUSTA HEALTH CARE PROPERTIES, LLC
60.	BAYA NURSING AND REHABILITATION, LLC
61.	BAYONET POINT FACILITY OPERATIONS, LLC
62.	BOSSIER HEALTHCARE, LLC
63.	BRANDON FACILITY OPERATIONS, LLC
64.	BRENTWOOD MEADOW HEALTH CARE ASSOCIATES, LLC
65.	BRILEY FACILITY OPERATIONS, LLC
66.	BROWNSBORO HILLS HEALTHCARE, LLC
67.	CANONSBURG PROPERTY INVESTORS, LLC
68.	CAPITAL HEALTH CARE ASSOCIATES, LLC
69.	CARDINAL NORTH CAROLINA HEALTHCARE, LLC
70.	CAREY FACILITY OPERATIONS, LLC
71.	CARY HEALTHCARE, LLC
72.	CATALINA GARDENS HEALTH CARE ASSOCIATES, LLC
73.	CATALINA HEALTH CARE ASSOCIATES, LLC
74.	CENTENNIAL ACQUISITION CORPORATION
75.	CENTENNIAL EMPLOYEE MANAGEMENT, LLC
76.	CENTENNIAL FIVE STAR MASTER TENANT, LLC
77.	CENTENNIAL HEALTHCARE CORPORATION
78.	CENTENNIAL HEALTHCARE HOLDING COMPANY LLC
79.	CENTENNIAL HEALTHCARE INVESTMENT CORPORATION
80.	CENTENNIAL HEALTHCARE MANAGEMENT CORPORATION
81.	CENTENNIAL HEALTHCARE PROPERTIES CORPORATION
82.	CENTENNIAL HEALTHCARE PROPERTIES, LLC
83.	CENTENNIAL MANAGEMENT INVESTMENT, LLC
84.	CENTENNIAL MASTER SUBTENANT, LLC
85.	CENTENNIAL MASTER TENANT, LLC

86.	CENTENNIAL NEWCO HOLDING COMPANY, LLC
87.	CENTENNIAL PROFESSIONAL THERAPY SERVICES CORPORATION
88.	CENTENNIAL SEHC MASTER TENANT LLC
89.	CENTENNIAL SERVICE CORPORATION - GRANT PARK
90.	CHARLWELL HEALTHCARE, LLC
91.	CHENAL HEALTHCARE, LLC
92.	CHESWICK FACILITY OPERATIONS, LLC
93.	CHIC HOLDING COMPANY, LLC
94.	CHMC HOLDING COMPANY, LLC
95.	CHPC HOLDING COMPANY, LLC
96.	CLAY COUNTY HEALTHCARE, LLC
97.	CLEARWATER HEALTHCARE, LLC
98.	COASTAL ADMINISTRATIVE SERVICES, LLC
99.	COASTAL MANAGEMENT INVESTMENT, LLC
100.	CONSULATE EV ACQUISITION, LLC
101.	CONSULATE EV MASTER TENANT, LLC
102.	CONSULATE EV OPERATIONS I, LLC
103.	CONSULATE FACILITY LEASING, LLC
104.	CONSULATE MANAGEMENT COMPANY III, LLC
105.	CONSULATE MZHBS LEASEHOLDINGS, LLC
106.	CONSULATE NHCGL LEASEHOLDINGS, LLC
107.	COUNTRY MEADOW FACILITY OPERATIONS, LLC
108.	CRESTLINE FACILITY OPERATIONS, LLC
109.	CYPRESS MANOR HEALTH CARE ASSOCIATES, LLC
110.	CYPRESS SQUARE HEALTH CARE ASSOCIATES, LLC
111.	D.C. MEDICAL INVESTORS LIMITED PARTNERSHIP
112.	DONEGAN SQUARE HEALTH CARE ASSOCIATES, LLC
113.	DOWN EAST HEALTHCARE, LLC
114.	EDINBOROUGH SQUARE HEALTH CARE ASSOCIATES, LLC
115.	EMERALD RIDGE HEALTHCARE, LLC
116.	ENVOY HEALTH CARE, LLC
117.	ENVOY MANAGEMENT COMPANY, LLC
118.	ENVOY OF ALEXANDRIA, LLC
119.	ENVOY OF DENTON, LLC
120.	ENVOY OF FOREST HILLS, LLC
121.	ENVOY OF FORK UNION, LLC
122.	ENVOY OF GOOCHLAND, LLC
123.	ENVOY OF LAWRENCEVILLE, LLC
124.	ENVOY OF NORFOLK, LLC
125.	ENVOY OF PIKESVILLE, LLC
126.	ENVOY OF RICHMOND, LLC
127.	ENVOY OF SOMERSET, LLC
128.	ENVOY OF STAUNTON, LLC
129.	ENVOY OF WILLIAMSBURG, LLC
130.	ENVOY OF WINCHESTER, LLC

131.	ENVOY OF WOODBRIDGE, LLC
132.	EPSILON HEALTH CARE PROPERTIES, LLC
133.	FERRIDAY HEALTHCARE, LLC
134.	FLLVMT, LLC
135.	FLORIDA HEALTH CARE PROPERTIES, LLC
136.	FLORIDIAN FACILITY OPERATIONS, LLC
137.	FORREST OAKES HEALTHCARE, LLC
138.	FRANKLINTON HEALTHCARE, LLC
139.	FROSTBURG FACILITY OPERATIONS, LLC
140.	GARDEN COURT HEALTHCARE, LLC
141.	GATEWAY HEALTHCARE, LLC
142.	GENOA HEALTHCARE CONSULTING, LLC
143.	GENOA HEALTHCARE GROUP, LLC
144.	GLENBURNEY HEALTHCARE, LLC
145.	GRANT PARK NURSING HOME LIMITED PARTNERSHIP
146.	GRAYSON FACILITY OPERATIONS, LLC
147.	GREEN COVE FACILITY OPERATIONS, LLC
148.	GREENFIELD FACILITY OPERATIONS, LLC
149.	HARBOR POINTE FACILITY OPERATIONS, LLC
150.	HFLVMT, LLC
151.	HILLTOP MISSISSIPPI HEALTHCARE, LLC
152.	HILLTOPPER HOLDING CORP.
153.	HOLLYWELL HEALTHCARE, LLC
154.	HUNTER WOODS HEALTHCARE, LLC
155.	HURSTBOURNE HEALTHCARE, LLC
156.	JACKSONVILLE FACILITY OPERATIONS, LLC
157.	JENNINGS HEALTHCARE, LLC
158.	JOSERA, LLC
159.	KANNAPOLIS HEALTHCARE, LLC
160.	KD HEALTHCARE, LLC
161.	KENTON FACILITY OPERATIONS, LLC
162.	KENWOOD VIEW HEALTHCARE, LLC
163.	KIMWELL HEALTHCARE, LLC
164.	KINGS DAUGHTERS FACILITY OPERATIONS, LLC
165.	KISSIMMEE FACILITY OPERATIONS, LLC
166.	LAKE PARKER FACILITY OPERATIONS, LLC
167.	LAKELAND FACILITY OPERATIONS, LLC
168.	LEGENDS FACILITY OPERATIONS, LLC
169.	LEVEL UP STAFFING, LLC
170.	LIBBY HEALTHCARE, LLC
171.	LIDENSKAB, LLC
172.	LINCOLN CENTER HEALTHCARE, LLC
173.	LOCUST GROVE FACILITY OPERATIONS, LLC
174.	LTC INSURANCE ASSOCIATES, LLC
175.	LUCASVILLE I FACILITY OPERATIONS, LLC

176.	LUCASVILLE II FACILITY OPERATIONS, LLC
177.	LUTHER RIDGE FACILITY OPERATIONS, LLC
178.	LV CHC HOLDINGS I, LLC
179.	LV OPERATIONS I, LLC
180.	LV OPERATIONS II, LLC
181.	LVE HOLDCO, LLC
182.	LVE MASTER TENANT 1, LLC
183.	LVE MASTER TENANT 2, LLC
184.	LVE MASTER TENANT 3, LLC
185.	LVE MASTER TENANT 4, LLC
186.	LVFH MASTER TENANT, LLC
187.	LVLUPH, LLC
188.	MA HEALTHCARE HOLDING COMPANY, LLC
189.	MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC
190.	MCCOMB HEALTHCARE, LLC
191.	MELBOURNE FACILITY OPERATIONS, LLC
192.	MIAMI FACILITY OPERATIONS, LLC
193.	MILTON HEALTHCARE, LLC
194.	MONTCLAIR HEALTHCARE, LLC
195.	MOUNT ROYAL FACILITY OPERATIONS, LLC
196.	NENC HEALTHCARE HOLDING COMPANY, LLC
197.	NEW HARMONIE HEALTHCARE, LLC
198.	NEW PORT RICHEY FACILITY OPERATIONS, LLC
199.	NEWPORT NEWS FACILITY OPERATIONS, LLC
200.	NORFOLK FACILITY OPERATIONS, LLC
201.	NORTH CAROLINA MASTER TENANT, LLC
202.	NORTH FORT MYERS FACILITY OPERATIONS, LLC
203.	NORTH STRABANE FACILITY OPERATIONS, LLC
204.	OAK GROVE HEALTHCARE, LLC
205.	OAKS AT SWEETEN CREEK HEALTHCARE, LLC
206.	OMRO HEALTHCARE, LLC
207.	ONETETE, LLC
208.	ORANGE PARK FACILITY OPERATIONS, LLC
209.	OSPREY NURSING AND REHABILITATION, LLC
210.	PALOMA BLANCA HEALTH CARE ASSOCIATES, LLC
211.	PARKSIDE FACILITY OPERATIONS, LLC
212.	PARKVIEW FACILITY OPERATIONS, LLC
213.	PARKVIEW HEALTHCARE, LLC
214.	PARKVIEW MANOR HEALTHCARE, LLC
215.	PARKWELL HEALTHCARE, LLC
216.	PAVILION AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC
217.	PENN VILLAGE FACILITY OPERATIONS, LLC
218.	PENNKNOLL VILLAGE FACILITY OPERATIONS, LLC
219.	PENSACOLA FACILITY OPERATIONS, LLC
220.	PERRY FACILITY OPERATIONS, LLC

221.	PERRY VILLAGE FACILITY OPERATIONS, LLC
222.	PHEASANT RIDGE FACILITY OPERATIONS, LLC
223.	PIKETON FACILITY OPERATIONS, LLC
224.	PINE RIVER HEALTHCARE, LLC
225.	PINELAKE HEALTHCARE, LLC
226.	PINEWOOD HEALTHCARE, LLC
227.	PORT CHARLOTTE FACILITY OPERATIONS, LLC
228.	QCPMT, LLC
229.	RAC INSURANCE INVESTORS, LLC
230.	REEDERS FACILITY OPERATIONS, LLC
231.	RETIREMENT VILLAGE OF NORTH STRABANE FACILITY OPERATIONS, LLC
232.	RIDGEWOOD FACILITY OPERATIONS, LLC
233.	RILEY HEALTHCARE, LLC
234.	RISPETTO, LLC
235.	RIVERBEND HEALTHCARE, LLC
236.	RIVERVIEW OF ANN ARBOR HEALTHCARE, LLC
237.	ROYAL TERRACE HEALTHCARE, LLC
238.	SAFETY HARBOR FACILITY OPERATIONS, LLC
239.	SALUS MANAGEMENT INVESTMENT, LLC
240.	SARASOTA FACILITY OPERATIONS, LLC
241.	SEA CREST MANAGEMENT INVESTMENT, LLC
242.	SHERIDAN INDIANA HEALTHCARE, LLC
243.	SHORELINE HEALTHCARE MANAGEMENT, LLC
244.	SKYLINE FACILITY OPERATIONS, LLC
245.	SOUTHPOINT HEALTH CARE ASSOCIATES, LLC
246.	ST. PETERSBURG FACILITY OPERATIONS, LLC
247.	STARKVILLE MANOR HEALTHCARE, LLC
248.	STRATFORD FACILITY OPERATIONS, LLC
249.	SUMMIT FACILITY OPERATIONS, LLC
250.	SUSQUEHANNA VILLAGE FACILITY OPERATIONS, LLC
251.	SWAN POINTE FACILITY OPERATIONS, LLC
252.	TALLAHASSEE FACILITY OPERATIONS, LLC
253.	TARPON HEALTH CARE ASSOCIATES, LLC
254.	THS PARTNERS I, INC.
255.	THS PARTNERS II, INC.
256.	TOSTURI, LLC
257.	TRANSITIONAL HEALTH PARTNERS
258.	TRANSITIONAL HEALTH SERVICES, INC.
259.	VALLEY VIEW HEALTHCARE, LLC
260.	VAPAMT, LLC
261.	VERO BEACH FACILITY OPERATIONS, LLC
262.	VNTG HD MASTER TENANT, LLC
263.	WALNUT COVE HEALTHCARE, LLC
264.	WAYNE HEALTHCARE, LLC
265.	WELLINGTON HEALTHCARE, LLC

266.	WELLSTON FACILITY OPERATIONS, LLC
267.	WEST ALTAMONTE FACILITY OPERATIONS, LLC
268.	WEST PALM BEACH FACILITY OPERATIONS, LLC
269.	WESTERVILLE FACILITY OPERATIONS, LLC
270.	WESTWOOD HEALTHCARE, LLC
271.	WHISPERING HILLS FACILITY OPERATIONS, LLC
272.	WHITEHALL OF ANN ARBOR HEALTHCARE, LLC
273.	WHITEHALL OF NOVI HEALTHCARE, LLC
274.	WILLIAMSBURG FACILITY OPERATIONS, LLC
275.	WILLOWBROOK HEALTHCARE, LLC
276.	WILORA LAKE HEALTHCARE, LLC
277.	WINDSOR FACILITY OPERATIONS, LLC
278.	WINONA MANOR HEALTHCARE, LLC
279.	WINTER HAVEN FACILITY OPERATIONS, LLC
280.	WOODBINE HEALTHCARE, LLC
281.	WOODSTOCK FACILITY OPERATIONS, LLC