

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

IN RE:	§	Chapter 11
	§	
LAVIE CARE CENTERS, LLC, <i>et al.</i> , <sup>1</sup>	§	CASE NO. 24-55507 (PMB)
	§	
Debtors.	§	(Jointly Administered)
	§	

**MOTION OF CREDITOR HAZELLE SLAUGHTER FOR RELIEF FROM THE  
AUTOMATIC STAY AND PLAN INJUNCTION FOR THE LIMITED PURPOSE OF  
PROCEEDING AGAINST INSURANCE PROCEEDS**

**NEGATIVE NOTICE**

THIS IS A MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND/OR PLAN INJUNCTION. IF IT IS GRANTED, THE MOVANT MAY PROCEED WITH LITIGATION AGAINST THE DEBTOR-DEFENDANTS FOR THE SOLE PURPOSE OF RECOVERING FROM APPLICABLE INSURANCE COVERAGE. COLLECTION OF ANY JUDGMENT WILL BE LIMITED TO INSURANCE PROCEEDS, AND NO RECOVERY WILL BE SOUGHT FROM THE DEBTORS OR THEIR ESTATES.

IF YOU OBJECT TO THE RELIEF REQUESTED IN THIS PAPER YOU MUST FILE A RESPONSE WITH THE CLERK OF COURT AT UNITED STATES BANKRUPTCY COURT, ROOM 1340, 75 TED TURNER DRIVE, SW, ATLANTA, GA 30303 AND, MAIL A COPY TO THE MOVING PARTY AT SMITH CLINESMITH, ATTN: JACOB RUNYON, 325 N. ST. PAUL ST., SUITE 2775, DALLAS, TEXAS 75201 WITHIN (14) DAYS FROM THE DATE OF THE ATTACHED PROOF OF SERVICE, PLUS AN ADDITIONAL THREE DAYS IF THIS PAPER WAS SERVED ON ANY PARTY BY U.S. MAIL.

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are listed on the voluntary petition filed on June 2, 2024. The Debtors relevant to this motion are 702 SOUTH KINGS AVENUE OPERATIONS LLC; ALPHA HEALTHCARE PROPERTIES, LLC; FLORIDA HEALTHCARE PROPERTIES, LLC; LAVIE CARE CENTERS, LLC; GENOA HEALTHCARE GROUP, LLC; LV OPERATIONS I, LLC; and LV OPERATIONS II, LLC (collectively, the "Debtor-Defendants"). The lead case is *In re LaVie Care Centers, LLC*, Case No. 24-55507 (PMB). The Debtors' service address is 1040 Crown Pointe Parkway, Suite 600, Atlanta, GA 30338.



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**IF YOU FILE AND SERVE A RESPONSE WITHIN THE TIME PERMITTED, THE COURT WILL EITHER NOTIFY YOU OF A HEARING DATE OR THE COURT WILL CONSIDER THE RESPONSE AND GRANT OR DENY THE RELIEF REQUESTED IN THIS PAPER WITHOUT A HEARING.**

**IF YOU DO NOT FILE A RESPONSE WITHIN THE TIME PERMITTED, THE COURT WILL CONSIDER THAT YOU DO NOT OPPOSE THE RELIEF REQUESTED IN THE PAPER, AND THE COURT MAY GRANT OR DENY THE RELIEF REQUESTED WITHOUT FURTHER NOTICE OR HEARING.**

**YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY IF YOU HAVE ONE.**

**IF THE PAPER IS AN OBJECTION TO YOUR CLAIM IN THIS BANKRUPTCY CASE, YOUR CLAIM MAY BE REDUCED, MODIFIED, OR ELIMINATED IF YOU DO NOT TIMELY FILE AND SERVE A RESPONSE**

### **INTRODUCTION AND RELIEF REQUESTED**

COMES NOW Creditor HAZELLE SLAUGHTER, in her capacity as Durable Power of Attorney Agent for OTIS CARR ("Movant"), a creditor and party-in-interest in these jointly administered bankruptcy proceedings by and through her undersigned counsel, who pursuant to 11 U.S.C. §§ 361, 362, 363 and Bankruptcy Rules 4001, 6007, requests an order conditioning, modifying, or dissolving the automatic stay imposed by 11 U.S.C. § 362 of the Bankruptcy Code. Movant files this Motion for Relief from the Automatic Stay and/or Plan Injunction (the "Motion") pursuant to section 362(d)(1) of title 11 of the United States Code (the "Bankruptcy Code") and the terms of the Debtors' confirmed Chapter 11 Plan of Reorganization (the "Plan") and moves as follows:

1. Movant respectfully requests that this Court enter an order modifying the automatic stay and any applicable Plan injunction for the limited purpose of allowing Movant to proceed with her personal injury claims (the "State Court Action") against the Debtor-Defendants, currently pending

as *Hazelle Slaughter in Her Capacity as Durable Power of Attorney Agent for OTIS CARR v. 702 SOUTH KINGS AVENUE OPERATIONS, LLC, et al.*, Case No. 24-CA-2632, in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida.

2. Movant seeks relief from the stay and/or Plan injunction solely to liquidate her claims to final judgment in the State Court Action. Movant expressly agrees that, should she obtain a judgment against the Debtor-Defendants, she will not execute on or otherwise attempt to collect any portion of that judgment from the Debtors, their property, or their bankruptcy estates. Rather, Movant's recovery against the Debtor-Defendants will be limited exclusively to the proceeds of any and all applicable liability insurance policies, including but not limited to the Long Term Health Care Facility Professional Liability and General Liability Policy issued by Midwest Insurance Group, Inc., A Risk Retention Group.

3. As set forth more fully below, "cause" exists to grant the limited relief requested. Movant's State Court Action asserts claims for negligence and violations of statutory residents' rights arising from the care Otis Carr received at the Debtors' facility, which resulted in severe personal injuries, including acute kidney failure and moisture-associated skin damage. Allowing the State Court Action to proceed will not prejudice the Debtors' estates or impede the administration of the Plan, as the defense of the action and payment of any judgment will be funded by the Debtors' liability insurance carrier. The sole purpose of this Motion is to permit Movant to liquidate her claim and establish the liability of the insurer, thereby providing a source of recovery for the serious injuries sustained by Mr. Carr without impacting other creditors or the reorganized Debtors.

#### **JURISDICTION, VENUE, AND CONSTITUTIONAL AUTHORITY**

4. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. §§ 157 and 1334.

This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

5. Venue of this proceeding is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The relief requested may be granted pursuant to 11 U.S.C. § 362(d).

7. This Court has constitutional authority to enter a final order regarding relief from the automatic stay. The automatic stay is established by an express provision of the Bankruptcy Code, is central to the public bankruptcy scheme, and involves the adjudication of rights created by the Bankruptcy Code.

8. Bankruptcy courts have constitutional authority to enter final orders in proceedings that arise directly from the bankruptcy process or involve substantive rights created by the Bankruptcy Code. In re Dadson, 665 B.R. 620 (2024), the court affirmed that bankruptcy courts have constitutional authority to enter final orders and judgments and similarly, in In re Kimball Hill, Inc., 480 B.R. 894 (2012), the court held that bankruptcy courts can enter final orders in proceedings that stem from bankruptcy itself, regardless of whether the opposing party has filed a proof of claim.

9. The "public rights" doctrine also supports the authority of bankruptcy courts to enter final orders in matters integral to the bankruptcy process. In In re Reeves, 509 B.R. 35 (2014), the court noted that even under the Supreme Court's decision in *Stern v. Marshall*, bankruptcy courts retain authority to enter final orders on essential bankruptcy matters, such as disputes over estate property and equitable distribution among creditors, under the public rights exception.

### **PROCEDURAL AND FACTUAL BACKGROUND**

10. On June 2, 2024 (the "Petition Date"), the Debtor-Defendants, along with other affiliated entities, filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United



States Bankruptcy Court for the Northern District of Georgia. The cases are jointly administered under *In re LaVie Care Centers, LLC*, Case No. 24-55507 (PMB).

11. On December 5, 2024, this Court entered an Order [Docket No. 735] confirming the Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization (the "Plan").

12. The Effective Date of the Plan occurred on June 1, 2025. Accordingly, the provisions of the Plan, including the Plan injunction, are now in effect, and the Debtors' reorganization is complete.

13. The Movant's claim is a negligence and wrongful death action arising from the Debtor-Defendants' alleged negligence during Otis Carr's residency at Central Park Healthcare and Rehabilitation Center, a facility owned, operated, and/or managed by the Debtor-Defendants.

14. Mr. Carr was a resident at the facility from approximately April 8, 2020, to November 13, 2022. The Florida State Court Action alleges that during this residency, the Debtor-Defendants breached the applicable standards of care and violated Mr. Carr's statutory rights as a nursing home resident.

15. The alleged negligence caused Mr. Carr to suffer debilitating injuries. Specifically, Movant alleges that the Debtor-Defendants' staff failed to recognize and react to Mr. Carr's deteriorating condition, leading to his hospitalization on November 13, 2022, with acute kidney failure. The action further alleges that the facility's failure to establish and implement a proper care plan for skin integrity caused Mr. Carr to develop moisture-associated skin damage (MASD).

16. As a result of these injuries, on March 29, 2024, Movant filed her complaint against the Debtor-Defendants in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida, styled *Hazelle Slaughter in Her Capacity as Durable Power of Attorney Agent for OTIS CARR v. 702 SOUTH KINGS AVENUE OPERATIONS, LLC, et al.*, Case No. 24-CA-

002632 (the "State Court Action"). A true and correct copy of the Complaint is attached hereto as **Exhibit A**.

17. Upon information and belief, at all times relevant to the State Court Action, the Debtor-Defendants maintained one or more policies of professional and general liability insurance that provide coverage for the claims of negligence and resident rights violations asserted by Movant. Movant seeks to proceed with the State Court Action for the sole purpose of liquidating her claim and recovering from the available proceeds of this insurance coverage, see attached as **Exhibit B**.

### **ARGUMENT AND AUTHORITIES**

18. Under the Bankruptcy Code, "[o]n request of a party in interest and after notice and a hearing, the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay—(1) for cause." 11 U.S.C. § 362(d)(1). Although the automatic stay terminated upon confirmation of the Plan, the Plan's injunction provisions now serve the same function. Courts routinely grant relief from the stay or a plan injunction "for cause" to allow creditors to liquidate personal injury tort claims in state court, especially where insurance coverage is available. See, In re Holtkamp, 669 F.2d 505, 508-09 (7th Cir. 1982).

19. Courts have consistently held that creditors may pursue claims against a debtor in state court when the recovery is limited to insurance proceeds, as this does not deplete estate assets or prejudice the debtor's reorganization efforts. See, In re Scott Wetzel Services, Inc., 243 B.R. 802 (1999).

20. 28 U.S.C. § 157(b)(5) mandates that such claims be tried in the district court. As such, the State Court is the only appropriate forum for resolution of the underlying personal injury action. Denying Movant the ability to proceed in state court would effectively deny her brother, Otis Carr,

any remedy for his significant injuries.

21. The existence of liability insurance is a paramount factor demonstrating "cause" to lift the stay. Where a debtor has insurance covering the claim, "continuation of the civil action should be permitted since hardship to the debtor is likely to be outweighed by hardship to the plaintiff." *In re McGraw*, 18 B.R. 140, 142 (Bankr. W.D. Wis. 1982). Here, the Debtor-Defendants are insured under a policy with Midwest Insurance Group, Inc., A Risk Retention Group. Crucially, Section V(T) of that policy, titled "BANKRUPTCY OF INSURED," explicitly states: "Insolvency or bankruptcy on the part of any Insured will not release the Company from the payment of Loss due to a covered Claim." The clear purpose of this provision is to ensure that injured parties like Mr. Carr can recover from the insurer regardless of the insured's bankruptcy status. Therefore, the insurance proceeds are not property of the estate, and allowing this action to proceed against the policy does not diminish the assets available to other creditors.

22. Here, an application of the relevant factors weighs overwhelmingly in favor of granting limited relief to liquidate Movant's claims:

- a. **Complete Resolution of Issues and Judicial Economy:** This Court lacks jurisdiction to liquidate Movant's personal injury claims. Therefore, granting relief is the only way to achieve a complete resolution of the issues. The State Court Action is already pending and is the most efficient forum to adjudicate claims arising under Florida law.
- b. **Lack of Interference with the Bankruptcy Case:** The Plan has been confirmed and is effective. Movant expressly agrees not to seek recovery from the Debtors or their estates. The defense of the State Court Action and payment of any judgment will be handled by Midwest Insurance Group, Inc., thus insulating the reorganized Debtors from litigation costs and liability. This will not interfere with the Plan's

administration.

- c. **Insurer's Responsibility:** The Debtor-Defendants' insurer has assumed full responsibility for defending and indemnifying these types of claims. This is not a situation where the Debtors' assets are at risk.
- d. **Involvement of Third Parties:** The State Court Action involves numerous non-Debtor defendants. Requiring Movant to proceed only against the non-Debtor defendants while the Debtor-Defendants remain shielded would be grossly inefficient, create a risk of inconsistent verdicts, and prejudice the non-Debtor defendants who may be unable to properly apportion fault without the primary alleged tortfeasors present.
- e. **Prejudice to Other Creditors:** Granting this relief will not prejudice other creditors. To the contrary, satisfying Movant's claim through insurance proceeds preserves the assets of the estates for distribution to all other creditors pursuant to the Plan.
- f. **Progress of Litigation:** The State Court Action was filed on March 29, 2024, and a Differentiated Case Management Order has been entered, setting a projected trial term for March 2026. The case is ready to proceed with discovery in the proper forum.
- g. **The Balance of Harms:** The balance of harms tips decisively in Movant's favor. The harm to Movant from a continued stay is immense: she would be permanently deprived of her day in court and any ability to recover for the severe, life-altering injuries suffered by her brother. The harm to the Debtors is minimal to non-existent, as they are shielded from personal liability and their insurer will manage the litigation and any resulting payment.

23. While the confirmed Plan contains discharge and injunction provisions, these provisions are not a bar to the limited relief sought. The purpose of a bankruptcy discharge is to protect the debtor from personal liability, not to protect a third-party insurer from its contractual obligations. Case law is clear that a discharge does not prevent a plaintiff from proceeding against a debtor for the *sole* purpose of establishing liability as a prerequisite to recovering from the debtor's insurer. The Debtor-Defendants' discharge operates as a personal defense for them, not for their insurance carrier. As noted, the policy itself contemplates this exact scenario.

24. The purpose of the automatic stay, and now the Plan injunction, is to provide for the orderly administration of the estate and ensure an equitable distribution among creditors. That purpose has been served, as the Plan is now effective. Continuing to enjoin this State Court Action serves no bankruptcy purpose; it only serves to provide a windfall to the Debtor-Defendants' insurer at the expense of a tort victim with severe personal injuries. Denying Movant's Motion would result in a manifest injustice, contravene the statutory language and legislative history of the Bankruptcy Code, and leave Movant without a remedy.

### **CONCLUSION AND PRAYER FOR RELIEF**

**WHEREFORE**, PREMISES CONSIDERED, Movant HAZELLE SLAUGHTER, as Power of Attorney for OTIS CARR, respectfully requests that this Honorable Court enter an Order:

- (i) Granting this Motion;
- (ii) Modifying the automatic stay and/or Plan injunction to permit Movant to proceed with and liquidate her claims against the Debtor-Defendants to a final judgment in the State Court Action, *Hazelle Slaughter in Her Capacity as Durable Power of Attorney Agent for OTIS CARR v. 702 SOUTH KINGS AVENUE OPERATIONS, LLC, et al.*, Case No. 24-CA-2632, pending in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough

County, Florida;

- (iii) Allowing Movant to recover any resulting judgment or settlement exclusively from the proceeds of any applicable liability insurance policies and/or from any non-Debtor defendants;
- (iv) Clarifying that the automatic stay and/or Plan injunction remains in full force and effect with respect to any effort to execute upon or otherwise collect any judgment from the Debtors, their property, or the property of their estates; and
- (v) Granting Movant such other and further relief as the Court deems just and proper.

Respectfully submitted this 19<sup>th</sup> day of September, 2025,

**SMITH CLINESMITH, LLP**

*Attorneys for Movant, Hazelle Slaughter, as Power  
of Attorney for Otis Carr*

By: /s/ Jacob Runyon, Esq.

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**CERTIFICATE OF SERVICE**

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**Office of the United States Trustee:**

Jonathan S. Adams  
Office of the United States Trustee  
362 Richard Russell Federal Building  
75 Ted Turner Drive, SW  
Atlanta, GA 30303

and via First Class U.S. Mail, postage prepaid, upon:

**Debtor:**

LaVie Care Centers, LLC  
1040 Crown Pointe Parkway, Suite 600  
Atlanta, GA 30338

*/s/ Jacob Runyon, Esq.*

**EXHIBITS AND PROPOSED  
ORDER**

Attached hereto and incorporated herein by reference are the following exhibits:

<b>Exhibit</b>	<b>Description</b>
<b>Exhibit A</b>	A true and correct copy of the <i>Plaintiff's Original Complaint</i> filed in the State Court Action on March 29, 2024.
<b>Exhibit B</b>	Defendant's Midwest Insurance Policy
<b>Proposed Order</b>	A proposed Order granting the relief requested in this Motion.



**EXHIBIT 'A'**

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT  
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA**

HAZELLE SLAUGHTER in Her Capacity  
as Durable Power of Attorney Agent for  
OTIS CARR

Plaintiff,

vs.

702 SOUTH KINGS AVENUE  
OPERATIONS, LLC, D/B/A CENTRAL  
PARK AND REHABILITATION  
CENTER;

NSPRMC, LLC, D/B/A NSPIRE  
HEALTHCARE;

ALPHA HEALTH CARE PROPERTIES,  
LLC;

FLORIDA HEALTH CARE  
PROPERTIES, LLC;

ALG LAVIE, LLC;

LAVIE CARE CENTER, LLC;

LAVIE HOLDCO, LLC;

LAVIE MORNING, LLC;

MCP LAVIE, LLC;

COLUMBIA PACIFIC OPPORTUNITY  
FUND, LP;

FC INVESTORS XXI, LLC;

GENOA HEALTHCARE GROUP, LLC;

LV OPERATIONS I, LLC; AND

LV OPERATIONS II, LLC;

Defendants.

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**COMPLAINT**

1. Plaintiff, HAZELLE SLAUGHTER in her capacity as Durable Power of Attorney Agent for OTIS CARR, sues Defendants 702 SOUTH KINGS AVENUE OPERATIONS, LLC, D/B/A CENTRAL PARK AND REHABILITATION CENTER (hereinafter referred to as “702 S. KINGS AVE. OP.”); NSPRMC, LLC, D/B/A NSPIRE HEALTHCARE (hereinafter referred to as “NSPIRE”); ALPHA HEALTH CARE PROPERTIES, LLC (hereinafter referred to as “ALPHA HEALTH CARE PROP.”); FLORIDA HEALTH CARE PROPERTIES, LLC (hereinafter referred to as “FLORIDA HEALTH CARE PROP.”); ALG LAVIE, LLC (hereinafter referred to as “ALG LAVIE”); LAVIE CARE CENTER, LLC (hereinafter referred to as “LAVIE CARE”); LAVIE HOLDCO, LLC (hereinafter referred to as “LAVIE HOLDCO”); LAVIE MORNING, LLC (hereinafter referred to as “LAVIE MORNING”); MCP LAVIE, LLC (hereinafter referred to as “MCP LAVIE”); COLUMBIA PACIFIC OPPORTUNITY FUND, LP (hereinafter referred to as “COLUMBIA PACIFIC OP. FUND”); FC INVESTORS XXI, LLC (hereinafter referred to as “FC INVESTORS”); GENOA HEALTHCARE GROUP, LLC (hereinafter referred to as “GENOA HEALTHCARE”); LV OPERATIONS I, LLC (hereinafter referred to as “LV OP. I”); AND LV OPERATIONS II, LLC (hereinafter referred to as “LV OP. II”) and hereby alleges:

**JURISDICTION AND VENUE**

2. This is an action for money damages in excess of \$50,000.00, exclusive of interests, costs, and attorney’s fees.

3. Plaintiff has conducted a reasonably good faith investigation with regard to the allegations contained in this Complaint concerning the deprivation of appropriate health care to OTIS CARR. Plaintiff has provided notice of intent to initiate litigation to Defendants. Plaintiff's counsel certifies that a good faith investigation has been made into the merits of this claim.
4. Venue is proper in Hillsborough County, Florida, because Defendants have their principal place of business in this County and the causes of action accrued in this County.

### **PARTIES**

5. At all relevant times, HAZELLE SLAUGHTER (hereinafter "Plaintiff"), was a resident of Hillsborough County, Florida. HAZELLE SLAUGHTER is the sister of, and Durable Power of Attorney agent for, OTIS CARR, (hereinafter "Mr. CARR"), who was at all relevant times herein, a patient and resident of Defendants' nursing care facility (hereinafter referred to as "CENTRAL PARK"), located at 702 S. Kings Ave., Brandon, FL 33511.
6. Defendant 702 S. KINGS AVE. OP. was at all times material to the allegations in this Complaint a limited liability company operating, managing, staffing, and/or owning CENTRAL PARK, which provides services as a skilled nursing facility with its principal place of business located at 702 S. Kings Ave., Brandon, FL 33511. CENTRAL PARK can be served with process through its registered agent Corporation Service Company, 1201 Hays St., Tallahassee, FL 32301-2525. At all times material to this Complaint, 702 S. KINGS AVE. OP. held itself out to the public as a skilled nursing facility providing healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.
7. CENTRAL PARK was renamed Aspire at Central Park *after* all times material to the allegations in this Complaint.

8. Consulate Health Care, LLC, is affiliated with multiple skilled nursing facilities in the United States, including CENTRAL PARK at 702 S. Kings Ave., Brandon, FL 33511. “Affiliated” means Consulate Health Care Services is linked to at least one individual or organizational owner, officer, or entity with managerial control of CENTRAL PARK.
9. Consulate Health Care, LLC, rebranded in the wake of a bankruptcy filing and negative press regarding its facilities’ poor performance.
10. Consulate Health Care, LLC, divided its Florida facilities into three separate subsidiary companies: Radiant, Independence, and NSPIRE. Further, Consulate Health Care Services renamed individual facilities in attempt to erase any affiliation with Consulate Health Care Services’ negative image.
11. NSPIRE has operational and/or managerial control over CENTRAL PARK.
12. Defendant NSPIRE was at all times material to the allegations in this Complaint a limited liability company operating, managing, staffing, and/or owning CENTRAL PARK, which provides services as a skilled nursing facility at 702 S. Kings Ave., Brandon, FL 33511. NSPIRE can be served with process through its registered agent, Corporation Service Company, 1201 Hays St., Tallahassee, FL 32301-2525. At all times material to this Complaint, NSPIRE held itself out to the public as operating, managing, staffing, and/or owning CENTRAL PARK, which provides healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.
13. Defendant ALPHA HEALTH CARE PROP. was at all times material to the allegations in this Complaint a limited liability company owning CENTRAL PARK, which provides services as a skilled nursing facility at 702 S. Kings Ave., Brandon, FL 33511. ALPHA HEALTH CARE PROP. can be served with process through its registered agent, Corporation Service Company,

at 1201 Hays Street, Tallahassee, FL 32301. At all times material to this Complaint, ALPHA HEALTH CARE PROP. held itself out to the public as owning CENTRAL PARK, which provides healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.

14. Defendant FLORIDA HEALTH CARE PROP. was at all times material to the allegations in this Complaint a limited liability company owning CENTRAL PARK, which provides services as a skilled nursing facility at 702 S. Kings Ave., Brandon, FL 33511. FLORIDA HEALTH CARE PROP. can be served with process through its registered agent, Corporation Service Company, at 1201 Hays Street, Tallahassee, FL 32301. At all times material to this Complaint, FLORIDA HEALTH CARE PROP. held itself out to the public as owning a skilled nursing facility, which provides healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.
15. Defendant ALG LAVIE was at all times material to the allegations in this Complaint a limited liability company owning CENTRAL PARK, which provides services as a skilled nursing facility at 702 S. Kings Ave., Brandon, FL 33511. ALG LAVIE can be served with process through its registered agent, VCorp Services, LLC, at 1013 Centre Road, Suite 403-B, Wilmington, DE 19805. At all times material to this Complaint, ALG LAVIE held itself out to the public as owning CENTRAL PARK, which provides healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.
16. Defendant LAVIE CARE was at all times material to the allegations in this Complaint a limited liability company owning CENTRAL PARK, which provides services as a skilled nursing facility at 702 S. Kings Ave., Brandon, FL 33511. LAVIE CARE can be served with process through its registered agent, Corporation Service Company, at 1201 Hays Street, Tallahassee, FL 32301. At all times material to this Complaint, LAVIE CARE held itself out

to the public as owning CENTRAL PARK, which provides healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.

17. Defendant LAVIE HOLDCO was at all times material to the allegations in this Complaint a limited liability company owning CENTRAL PARK, which provides services as a skilled nursing facility at 702 S. Kings Ave., Brandon, FL 33511. LAVIE HOLDCO can be served with process through its registered agent, Corporation Service Company, at 1201 Hays Street, Tallahassee, FL 32301. At all times material to this Complaint, LAVIE HOLDCO held itself out to the public as owning CENTRAL PARK, which provides healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.
18. Defendant LAVIE MORNING was at all times material to the allegations in this Complaint a limited liability company owning CENTRAL PARK, which provides services as a skilled nursing facility at 702 S. Kings Ave., Brandon, FL 33511. LAVIE MORNING can be served with process through its registered agent, VCorp Services, LLC, at 108 W. 13th. Street, Suite 100, Wilmington, DE 19801. At all times material to this Complaint, LAVIE MORNING held itself out to the public as owning CENTRAL PARK, which provides healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.
19. Defendant MCP LAVIE was at all times material to the allegations in this Complaint a limited liability company owning CENTRAL PARK, which provides services as a skilled nursing facility at 702 S. Kings Ave., Brandon, FL 33511. MCP LAVIE can be served with process through its registered agent, Corporation Service Company, at 2711 Centerville Road, Suite 400, Wilmington, DE 19808. At all times material to this Complaint, MCP LAVIE held itself out to the public as owning CENTRAL PARK, which provides healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.

20. Defendant COLUMBIA PACIFIC OP. FUND was at all times material to the allegations in this Complaint a limited partnership owning CENTRAL PARK, which provides services as a skilled nursing facility at 702 S. Kings Ave., Brandon, FL 33511. COLUMBIA PACIFIC OP. FUND can be served with process through its registered agent, Registered Agents Inc., 100 N. Howard St., Ste R, Spokane, WA 99201. At all times material to this Complaint, COLUMBIA PACIFIC OP. FUND held itself out to the public as owning CENTRAL PARK, which provides healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.
21. Defendant FC INVESTORS was at all times material to the allegations in this Complaint a limited liability company owning CENTRAL PARK, which provides services as a skilled nursing facility at 702 S. Kings Ave., Brandon, FL 33511. FC INVESTORS can be served with process through its registered agent, Corporation Service Company at 251 Little Falls Dr., Wilmington, DE 19808. At all times material to this Second Amended Complaint, FC INVESTORS held itself out to the public as owning CENTRAL PARK, which provides healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.
22. Defendant GENOA HEALTHCARE was at all times material to the allegations in this Complaint a limited liability company owning CENTRAL PARK, which provides services as a skilled nursing facility at 702 S. Kings Ave., Brandon, FL 33511. GENOA HEALTHCARE can be served with process through its registered agent, Corporation Service Company at 251 Little Falls Dr., Wilmington, DE 19808. At all times material to this Complaint, GENOA HEALTHCARE held itself out to the public as owning CENTRAL PARK, which provides healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.



23. Defendant LV OP. I was at all times material to the allegations in this Complaint a limited liability company owning CENTRAL PARK, which provides services as a skilled nursing facility at 702 S. Kings Ave., Brandon, FL 33511. LV OP. I can be served with process through its registered agent, Corporation Service Company, at 2711 Centerville Road, Suite 400, Wilmington, DE 19808. At all times material to this Complaint, LV OP. I held itself out to the public as owning CENTRAL PARK, which provides healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.
24. Defendant LV OP. II was at all times material to the allegations in this Complaint a limited liability company owning CENTRAL PARK, which provides services as a skilled nursing facility at 702 S. Kings Ave., Brandon, FL 33511. LV OP. II can be served with process through its registered agent, Corporation Service Company, at 2711 Centerville Road, Suite 400, Wilmington, DE 19808. At all times material to this Complaint LV OP. II held itself out to the public as owning CENTRAL PARK, which provides healthcare services to the general public at 702 S. Kings Ave., Brandon, FL 33511.

**FACTUAL ALLEGATIONS**

25. OTIS CARR was a resident at CENTRAL PARK located at 702 S. Kings Ave., Brandon, FL 33511 that was operated, managed, staffed, and/or owned by 702 S. KINGS AVE. OP.; ALPHA HEALTH CARE PROP.; NSPIRE; FLORIDA HEALTH CARE PROP.; ALG LAVIE; LAVIE CARE; LAVIE HOLDCO; LAVIE MORNING; MCP LAVIE; COLUMBIA PACIFIC OP. FUND; FC INVESTORS; GENOA HEALTHCARE; LV LV OP. I; AND LV OP. II from approximately April 8, 2020, through November 13, 2022, and hereby alleges:
26. On or around April 8, 2020, Mr. CARR was admitted to CENTRAL PARK. Mr. CARR'S medical history and admitting diagnoses were significant for dysphagia following cerebral

infarction, aphasia, other lack of coordination, generalized muscle weakness, difficulty in walking not elsewhere classified, unspecified anemia, hypertensive heart disease without heart failure, personal history of adult neglect, unspecified allergic rhinitis, unspecified glaucoma, gastro-esophageal reflux disease without esophagitis, tinea cruris, unspecified hydrocephalus, metabolic encephalopathy, essential primary hypertension, unspecified tremor, unspecified abnormalities of gait and mobility, unspecified altered mental status, cognitive communication deficit, weakness, other malaise, anorexia, cachexia, unspecified intracranial injury with loss of consciousness of unspecified duration subsequent encounter, person injured in unspecified motor vehicle accident initial encounter, history of falling, presence of cerebrospinal fluid drainage device.

27. At the time Mr. CARR was admitted to CENTRAL PARK, 702 S. KINGS AVE OP. and NSPIRE knew or should have known that Mr. CARR'S medical history, which included: lack of coordination; generalized muscle weakness; difficulty in walking; unspecified tremor; abnormalities of gait and mobility; altered mental status; weakness; and history of falling made Mr. CARR at risk for decreased mobility.
28. At the time Mr. CARR was admitted to CENTRAL PARK, 702 S. KINGS AVE OP. and NSPIRE knew or should have known that Mr. CARR was entirely dependent upon the nursing staff at CENTRAL PARK to assist him with his activities of daily living.
29. At the time Mr. CARR was admitted to CENTRAL PARK, 702 S. KINGS AVE OP. and NSPIRE knew or should have known that Mr. CARR was at high risk for developing skin breakdowns and other skin conditions due to his complex medical history, limited mobility, chairfast status, and potential problems with friction and shear.

30. Due to Mr. CARR'S high risk of developing skin breakdowns and other skin conditions, CENTRAL PARK'S nursing staff was required to implement certain protocols to ensure Mr. CARR did not develop skin breakdowns and other skin conditions while a resident at its skilled nursing facility.
31. As per the standard of care protocol for residents who are at risk for skin breakdowns and other skin conditions, CENTRAL PARK'S nursing staff were required to keep affected areas dry and clean, as well as offload vulnerable areas of Mr. CARR'S body which were more likely to be pressed against the bed mattress.
32. As per the standard of care protocol, CENTRAL PARK'S nursing staff was required to offload Mr. CARR'S vulnerable areas by turning and reposition Mr. CARR in bed every two hours at minimum, as well as provide a low air loss mattress with suitable mattress covering to prevent further friction and shear.
33. At the time Mr. CARR was admitted to CENTRAL PARK, 702 S. KINGS AVE OP. and NSPIRE knew or should have known that Mr. CARR'S dependence upon the nursing staff of CENTRAL PARK to assist him in his activities of daily living specifically included CENTRAL PARK'S nursing staff's assistance in turning and repositioning Mr. CARR in bed.
34. CENTRAL PARK'S nursing staff failed to establish and implement a required care and treatment plan for Mr. CARR with regard to his risk of skin breakdowns and other skin conditions.
35. A care and treatment plan that adheres to the standard of care for residents who are at risk for skin breakdowns and other skin conditions includes but is not limited to closely monitoring the resident for skin breakdowns; keeping the affected areas dry and clean, turning and repositioning the resident every two hours at minimum; providing a low air loss mattress;

- satisfying the resident's dietary requirements to provide proper nutritional and hydrational support to aid in the prevention or healing of skin wounds; and implementing a toileting schedule to prevent the development of incontinence-related moisture and skin breakdown.
36. On April 20, 2020, medical records reported that Mr. CARR was dependent on the nursing staff at CENTRAL PARK to meet his emotional, intellectual, social and physical needs.
37. Based upon information and belief, CENTRAL PARK retained an unacceptably low number of employees across multiple disciplines within the facility and experienced high employee turnover during Mr. CARR'S residency at CENTRAL PARK.
38. CENTRAL PARK is a relatively large facility with approximately 120 beds.
39. When accommodating the demanding needs of a relatively large, 120-bed, skilled nursing facility, the understaffing and high turnover of employees at CENTRAL PARK directly and adversely impacted the quality, consistency, and overall execution of care and treatment of its residents, including OTIS CARR.
40. From January 31, 2019, through October 9, 2023, CENTRAL PARK was assessed 30 total deficiencies from the Department of Health & Human Services Centers for Medicare and Medicaid Services.
41. From April 2, 2021, through August 28, 2023, CENTRAL PARK was assessed seven (7) federal penalties (April 2, 2021; June 7, 2021; June 14, 2021; June 28, 2021; July 5, 2021; July 12, 2021; and August 28, 2023), totaling \$24,700, and one payment denial from Medicare.
42. A payment denial is when the government ceases Medicare or Medicaid payments to the nursing home facility for new residents until the nursing home facility corrects a citation.

43. During Mr. CARR'S residency at CENTRAL PARK, the Department of Health & Human Services Centers for Medicare and Medicaid Services filed four (4) *Statement of Deficiencies and Plan of Correction* reports (dated April 2, 2021; June 25, 2021; October 11, 2021; and October 13, 2022) against CENTRAL PARK.

44. The following Summary Statement of Deficiencies excerpts against CENTRAL PARK during Mr. CARR'S residency were included in the April 2, 2021, Department of Health & Human Services Centers for Medicare and Medicaid Services *Statement of Deficiencies and Plan of Correction* report, which resulted in a \$6,715 federal fine and one payment suspension:

- i. "Provide care and assistance to perform activities of daily living for any resident who is unable...

Based on observation, interview, and record review, the facility failed to ensure activities of daily living were maintained..."

- ii. "Provide and implement an infection prevention and control program...

Based on observations, interviews, policy review, and CDC (centers for disease control) guidelines the facility did not ensure the processes and practices were in place..."

45. The following Summary Statement of Deficiencies excerpt against CENTRAL PARK during Mr. CARR'S residency was included in the June 25, 2021, Department of Health & Human Services Centers for Medicare and Medicaid Services *Statement of Deficiencies and Plan of Correction* report:

- i. "Ensure that a nursing home area is free from accident hazards and provides adequate supervision to prevent accidents...

Based on observation, interview and record review the facility failed to provide adequate supervision..."

46. The following Summary Statement of Deficiencies excerpt against CENTRAL PARK during Mr. CARR'S residency was included in the October 11, 2021, Department of Health & Human

Services Centers for Medicare and Medicaid Services *Statement of Deficiencies and Plan of Correction* report:

- i. “Immediately tell the resident, the resident's doctor, and a family member of situations (injury/decline/room, etc.) that affect the resident...”

Based on interview and medical record review the facility failed to ensure notification was provided to designated family members of a medical change in condition...”

47. The following Summary Statement of Deficiencies excerpts against CENTRAL PARK during Mr. CARR’S residency were included in the October 13, 2021, Department of Health & Human Services Centers for Medicare and Medicaid Services *Statement of Deficiencies and Plan of Correction* report:

- i. “Allow residents to easily view the nursing home's survey results and communicate with advocate agencies.

Based on observations, interview and record review the facility failed to ensure the results of the most recent state or federal surveys were readily accessible to residents, or visitors to examine the survey results without having to ask staff to see them...”

- ii. “Keep residents' personal and medical records private and confidential...

Based on observations, interviews and record reviews, the facility failed to honor resident rights...”

- iii. “Honor the resident's right to a safe, clean, comfortable and homelike environment, including but not limited to receiving treatment and supports for daily living safely...

Based on observations, interviews and policy review, the facility did not ensure a clean and sanitary environment was provided during four of four days...”

- iv. “Develop and implement a complete care plan that meets all the resident's needs, with timetables and actions that can be measured...

Based on record review, observations, and interviews the facility did not ensure the care plan was implemented for falls ...”

- v. “Ensure that feeding tubes are not used unless there is a medical reason and the resident agrees; and provide appropriate care for a resident with a feeding tube.

Based on record review, observations, and interviews, the facility failed to provide appropriate treatment and services for enteral feeding...”

- vi. “Ensure medication error rates are not 5 percent or greater...

Based on observation, interview and record review, the facility did not ensure the medication error rate was below 5.00%...”

- vii. “Procure food from sources approved or considered satisfactory and store, prepare, distribute and serve food in accordance with professional standards...

Based on observations, interviews and policy review the facility did not ensure that foods were served from clean and sanitary dishware...”

- 48. As evidenced by the four Department of Health & Human Services Centers for Medicare and Medicaid Services *Statement of Deficiencies and Plan of Correction* reports against CENTRAL PARK, 702 S. KINGS AVE OP. and NSPIRE failed to provide acceptable standards of care to its residents during Mr. CARR’S residency.
- 49. The failure of 702 S. KINGS AVE OP. and NSPIRE to provide acceptable standards of care caused direct and proximate harm to the residents of CENTRAL PARK, including OTIS CARR.
- 50. OTIS CARR fell victim to 702 S. KINGS AVE OP.’S and NSPIRE’S failure to provide acceptable standards of care, specifically in the areas of: the development and implementation of a complete care plan that meets all the resident's needs with timetables and actions that can

be measured; providing care and assistance to perform activities of daily living for any resident who is unable; and receiving treatment and supports for daily living safely.

51. As early as July 24, 2020, the nursing staff at CENTRAL PARK noted in Mr. CARR'S medical records that Mr. CARR had fragile skin that needed to be monitored.
52. As early as July 24, 2020, CENTRAL PARK medical records showed that Mr. CARR required proper hydrational and nutritional support.
53. The nursing staff at CENTRAL PARK failed to establish and/or execute a care and treatment plan that adheres to the standards of care for Mr. CARR'S risk of skin breakdown and/or other skin conditions due to his fragile skin.
54. A care and treatment plan that adheres to the standards of care for Mr. CARR'S risk of skin breakdown should have included but is not limited to persistently monitoring Mr. CARR for skin breakdowns; keeping the affected areas dry and clean; turning and repositioning Mr. CARR in bed every two hours at minimum; providing a low air loss mattress; satisfying the dietary requirements of Mr. CARR to provide proper nutritional and hydrational support to aid in the prevention or healing of skin wounds; and implementing a toileting schedule to prevent Mr. CARR from developing incontinence-related moisture and skin breakdowns.
55. As a direct and proximate result of CENTRAL PARK'S nursing staff's failure to establish and/or implement a proper care and treatment plan for Mr. CARR'S risk of skin wounds, Mr. CARR developed moisture-associated skin damage (MASD).
56. The nursing staff at CENTRAL PARK also failed to perform to the standards of care with regard to monitoring Mr. CARR'S kidney functioning.
57. Throughout Mr. CARR'S residency at CENTRAL PARK, the nursing staff failed to identify Mr. CARR'S need for dialysis.



58. An example of CENTRAL PARK'S nursing staff's negligence in monitoring Mr. CARR'S kidney functioning is documented on September 2, 2022, when the nursing staff at CENTRAL PARK failed to identify Mr. CARR'S need for dialysis.
59. On November 13, 2022, Mr. CARR was transported from CENTRAL PARK to Tampa General Hospital.
60. At Tampa General Hospital, Mr. CARR was diagnosed with acute kidney failure.
61. During Mr. CARR'S residency at CENTRAL PARK, 702 S. KINGS AVE OP. and NSPIRE made the conscious decision each day to actively agree and participate in the failure of providing the resources necessary to maintain the standards of care and treatment required by law to CENTRAL PARK residents, including OTIS CARR.
62. Defendants represented to Mr. CARR and his family that it was able, knowledgeable, skilled, equipped, and sufficiently staffed to care for Mr. CARR in light of his high-risk conditions.
63. Mr. CARR and his family reasonably relied on Defendants and their representations when selecting CENTRAL PARK as a skilled nursing facility to care for Mr. CARR in light of these needs.

**COUNT I**  
**NON-LETHAL NEGLIGENCE DAMAGES AGAINST 702 SOUTH KINGS AVENUE**  
**OPERATIONS, LLC, D/B/A CENTRAL PARK AND REHABILITATION CENTER AND**  
**NSPRMC, LLC, D/B/A NSPIRE HEALTHCARE**

64. Plaintiff incorporates herein by reference the paragraphs set forth above, inclusive, as though set forth in full herein. The acts and omissions of 702 S. KINGS AVE OP. and NSPIRE, as set forth herein, constitute violations of Mr. CARR'S rights, pursuant to Florida Statute § 400.022 (2023).

65. OTIS CARR was a resident at CENTRAL PARK located at 702 S. Kings Ave., Brandon, FL 33511 that was operated, managed, staffed, and/or owned by 702 S. KINGS AVE OP. and NSPIRE from on or about April 8, 2020, through on or about November 13, 2022.
66. CENTRAL PARK holds itself out to the public as a skilled nursing facility.
67. As licensee, licensee's manager, and/or licensee's consulting company of CENTRAL PARK, 702 S. KINGS AVE OP. and NSPIRE have knowledge of the healthcare industry.
68. As licensee, licensee's manager, and/or licensee's consulting company of CENTRAL PARK, 702 S. KINGS AVE OP. and NSPIRE are inextricably connected to all actions or inactions of CENTRAL PARK.
69. Defendants owed a duty to Mr. CARR to properly hire, retain, and supervise nurses on Defendants' staff and to ensure that any such licensed nurses exercised care consistent with the prevailing professional standard of care for a nurse.
70. Notwithstanding the responsibility of the Defendants to provide Mr. CARR with reasonable care, Defendants failed to act reasonably in the care of Mr. CARR, by:
- i. Failure to timely react to Mr. CARR'S injuries;
  - ii. Failure to properly conduct skin evaluations;
  - iii. Failure to turn and reposition in accordance with the standard of care;
  - iv. Failure to document Mr. CARR'S injuries;
  - v. Failure to inform Mr. CARR'S family of Mr. CARR'S deteriorated condition;
  - vi. Failure to monitor Mr. CARR;
  - vii. Failure to appropriate staff and train employees and agents; and
  - viii. Failure to provide appropriate care under all the circumstances.
71. The above negligence occurred from the actions and omissions of the employees, agents, and apparent agents of 702 S. KINGS AVE OP. and NSPIRE.

72. 702 S. KINGS AVE OP'S. and NSPIRE'S breaches of the standards of care and the duties owed to Mr. CARR as set forth herein were the legal cause of the loss, injury and damages suffered by Mr. CARR, which included acute kidney failure and MASD.

**WHEREFORE**, Plaintiff demands judgment against 702 S. KINGS AVE OP. and NSPIRE under Florida Chapter 400 (2023) for damages as stated above and further demands a trial by jury, together with such other and further relief as this Court deems appropriate.

**COUNT II**  
**BREACH OF FIDUCIARY DUTY AGAINST 702 SOUTH KINGS AVENUE**  
**OPERATIONS, LLC, D/B/A CENTRAL PARK AND REHABILITATION CENTER AND**  
**NSPRMC, LLC, D/B/A NSPIRE HEALTHCARE**

73. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 63 as if fully set forth herein.

74. In Florida, the elements for breach of fiduciary duty are “(1) the existence of a duty, (2) breach of that duty, and (3) damages flowing from the breach.” *Crusselle v. Mong*, 59 So. 3d 1178, 1181 (Fla. 5th DCA 2011). When “there is not an express fiduciary relationship, one may be implied in law based on the ‘specific factual situation surrounding the transaction and the relationship of the parties.’” *Capital Bank v. MVB, Inc.*, 644 So.2d 515, 518 (Fla. 3d DCA 1994)” *Id.* A fiduciary duty arises when “one party induces the reliance of the other party.” *Id.* “Reliance is a critical element.” *Id.* As reflected in the instant case, “[a]n implied fiduciary relationship will lie when there is a degree of dependency on one side and an undertaking on the other side to protect and/or benefit the dependent party. *Masztal v. City of Miami*, 971 So.2d 803, 809 (Fla. 3d DCA 2007).” *Id.* The existence of a fiduciary duty is ultimately a question of fact for the jury. *Browning v. Peyton*, 918 F.2d 1516, 1522 (11th Cir. 1990).” *Id.*

75. This action is permissible under Fla. Statute § 400.023 (1) (e), which states, “This section does not preclude theories of recovery not arising out of negligence or s. 400.022 which are available to a resident or to the agency...”
76. OTIS CARR was a resident at CENTRAL PARK located at 702 S. Kings Ave., Brandon, FL 33511 that was operated, managed, staffed, and/or owned by 702 S. KINGS AVE OP. and NSPIRE from on or about April 8, 2020, through on or about November 13, 2022.
77. CENTRAL PARK holds itself out to the public as a skilled nursing facility.
78. As owner, operator, manager and/or consulting company of CENTRAL PARK, 702 S. KINGS AVE OP. and NSPIRE are inextricably connected to all actions or inactions of CENTRAL PARK.
79. 702 S. KINGS AVE OP. and NSPIRE were directly and actively involved in the operation of CENTRAL PARK, and in the establishment and implementation of applicable policies and procedures.
80. 702 S. KINGS AVE OP. and NSPIRE owed fiduciary duties to OTIS CARR and breached those fiduciary duties.
81. At all times material, OTIS CARR was incapable of independently providing for all of his necessary care and services to attain and maintain the highest practicable physical, mental, and psychosocial well-being.
82. Mr. CARR was solely and particularly dependent upon the employees, officers, directors and agents of 702 S. KINGS AVE OP. and NSPIRE to provide for his daily care, protection, services, supplies, and personal needs.

83. OTIS CARR was incapable of dealing with 702 S. KINGS AVE OP. and NSPIRE on equal terms, and he was incapable of engaging in any arm's length relationships with 702 S. KINGS AVE OP. and NSPIRE.
84. 702 S. KINGS AVE OP. and NSPIRE stood in a unique position of trust with Mr. CARR and the other residents of CENTRAL PARK. Therefore, 702 S. KINGS AVE OP. and NSPIRE were charged with the common law and fiduciary duties to ensure that Mr. CARR was provided with the utmost of care, planning, forethought in the selection of his health care providers, protection of his person and property, the preservation of his privacy and dignity, and the provision of that level of care necessary to allow him to attain or maintain his highest physical, mental, and psychosocial well-being.
85. 702 S. KINGS AVE OP. and NSPIRE accepted the special confidence and trust placed upon them by OTIS CARR by admitting him into CENTRAL PARK on equal terms, knowing that Mr. CARR was incapable of engaging in any arm's length relationships with 702 S. KINGS AVE OP. and NSPIRE and thereby reserving the right to specifically determine the level of care, protection, supplies and services that would be provided to OTIS CARR.
86. 702 S. KINGS AVE OP. and NSPIRE, individually and collectively, controlled, oversaw, and orchestrated every aspect of OTIS CARR'S existence each day he was a resident at CENTRAL PARK, from assisting Mr. CARR with all his activities of daily living to determining his specific health and treatment plan.
87. By providing Mr. CARR'S daily care, protection, services, supplies, and personal needs, 702 S. KINGS AVE OP. and NSPIRE developed a special relationship with OTIS CARR by virtue of the nature of the care and services provided.

88. As a vulnerable elder entirely dependent upon 702 S. KINGS AVE OP. and NSPIRE for all his activities of daily living, Mr. CARR suffered an enormous disparity of power and unequal bargaining position with 702 S. KINGS AVE OP. and NSPIRE.
89. This special relationship allowed 702 S. KINGS AVE OP. and NSPIRE to occupy a position of confidence with OTIS CARR, which required the duties of fidelity, loyalty, good faith, and fair dealing by 702 S. KINGS AVE OP. and NSPIRE. Additionally, 702 S. KINGS AVE OP. and NSPIRE had a duty to refrain from engaging in self-dealing.
90. 702 S. KINGS AVE OP. and NSPIRE failed to meet the industry standards for the provision of care and services to its residents, including OTIS CARR, while representing that the CENTRAL PARK would provide the full value of the care and services as required.
91. At all times material to this action, 702 S. KINGS AVE OP. and NSPIRE were fiduciaries of OTIS CARR.
92. At all times material to this action, 702 S. KINGS AVE OP. and NSPIRE owed fiduciary duties to OTIS CARR.
93. 702 S. KINGS AVE OP. and NSPIRE failed to provide the full value of care and services as promised and as required.
94. Notwithstanding its fiduciary duties to OTIS CARR, 702 S. KINGS AVE OP. and NSPIRE acted and failed to act in material breach of the duties owed to OTIS CARR and to the direct detriment of residents, including OTIS CARR. Instead, 702 S. KINGS AVE OP. and NSPIRE acted or failed to act in ways to promote their own interests and in ways in contravention of the interests of the residents, including OTIS CARR.
95. 702 S. KINGS AVE OP. and NSPIRE breached and violated its relationship of trust, special confidence, and its fiduciary obligations and duties owed to OTIS CARR by:

(a) Diverting the use of revenues and assets obtained from residents and their payor sources from the resources required to maintain the industry standard of care at CENTRAL PARK, which includes but is not limited to:

- i. Ensuring CENTRAL PARK maintained an appropriate number of employees in all disciplines to effectively and efficiently attain or maintain the highest practicable physical, mental, and psychosocial well-being of each resident, including OTIS CARR as required, and
- ii. Ensuring that each employee at CENTRAL PARK was suitably trained in their specific discipline to appropriately develop and execute the specific care plan for each resident, including OTIS CARR as required.

(b) Misrepresenting the skill, knowledge, and ability of CENTRAL PARK and holding out to OTIS CARR, his family, each resident of CENTRAL PARK, their families, and the general public that CENTRAL PARK strived “to create an environment where people feel safe, heard, and understood...” where the leadership team “embraces our ‘people first’ philosophy in achieving the best possible clinical outcomes...to sustain a dynamic patient, family, and team member experience.”

(c) Failing to provide OTIS CARR the full value of care and services in their contractual obligation.

96. In violating its fiduciary obligations and duties to OTIS CARR, as referenced herein, 702 S. KINGS AVE OP. and NSPIRE knew or should have known that OTIS CARR would suffer harm.

97. 702 S. KINGS AVE OP.'S and NSPIRE'S breaches of the duties owed to OTIS CARR, as set forth herein were the legal cause of the loss, injury and damages suffered by OTIS CARR, which included acute kidney failure and MASD.

**WHEREFORE**, Plaintiff demands judgment against the Defendants for Breach of Fiduciary Duty and the damages as stated above, and further demands a trial by jury, together with such other and further relief as this Court deems appropriate.

**COUNT III**  
**AIDING AND ABETTING BREACH OF FIDUCIARY DUTY**  
**AGAINST ALPHA HEALTH CARE PROPERTIES, LLC; FLORIDA HEALTH CARE**  
**PROPERTIES, LLC; ALG LAVIE, LLC; LAVIE CARE CENTER, LLC; LAVIE**  
**HOLDCO, LLC; LAVIE MORNING, LLC; MCP LAVIE, LLC; COLUMBIA PACIFIC**  
**OPPORTUNITY FUND, LP; FC INVESTORS XXI, LLC; GENOA HEALTHCARE**  
**GROUP, LLC; LV OPERATIONS I, LLC; AND LV OPERATIONS II, LLC**

98. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 63 and 73 through 97 above, as if fully set forth herein.

99. This is a claim that presents a theory of recovery based upon the presence and breach of fiduciary duty owed by 702 S. KINGS AVE OP. and NSPIRE which was aided and abetted by ALPHA HEALTH CARE PROP.; FLORIDA HEALTH CARE PROP.; ALG LAVIE; LAVIE CARE; LAVIE HOLDCO; LAVIE MORNING; MCP LAVIE; COLUMBIA PACIFIC OP. FUND; FC INVESTORS; GENOA HEALTHCARE; LV OP. I; AND LV OP. II.

100. This action is permissible under Fla. Statute § 400.023 (1) (e), which states, "This section does not preclude theories of recovery not arising out of negligence or s. 400.022 which are available to a resident or to the agency..."

101. OTIS CARR was a resident at CENTRAL PARK located at 702 S. Kings Ave., Brandon, FL 33511 that was operated, managed, staffed and/or owned by 702 S. KINGS AVE OP.; NSPIRE; ALPHA HEALTH CARE PROP.; FLORIDA HEALTH CARE PROP.; ALG



LAVIE; LAVIE CARE; LAVIE HOLDCO; LAVIE MORNING; MCP LAVIE; COLUMBIA PACIFIC OP. FUND; FC INVESTORS; GENOA HEALTHCARE; LV OP. I; AND LV OP. II from on or about April 8, 2020, through on or about November 13, 2022.

102. CENTRAL PARK holds itself out to the public as a skilled nursing facility.

103. As owner, operator, manager, and/or consulting company of CENTRAL PARK, 702 S. KINGS AVE OP. and NSPIRE are inextricably connected to all actions or inactions of CENTRAL PARK.

104. 702 S. KINGS AVE OP. and NSPIRE were directly and actively involved in the operation of CENTRAL PARK, and in the establishment and implementation of applicable policies and procedures.

105. 702 S. KINGS AVE OP. and NSPIRE owed fiduciary duties to OTIS CARR and breached those fiduciary duties.

106. At all times material, OTIS CARR was incapable of independently providing for all of his necessary care and services to attain and maintain the highest practicable physical, mental, and psychosocial well-being.

107. Mr. CARR was solely and particularly dependent upon the employees, officers, directors, and agents of 702 S. KINGS AVE OP. and NSPIRE to provide for his daily care, protection, services, supplies, and personal needs.

108. OTIS CARR was incapable of dealing with 702 S. KINGS AVE OP. and NSPIRE on equal terms, and he was incapable of engaging in any arm's length relationships with 702 S. KINGS AVE OP. and NSPIRE.

109. 702 S. KINGS AVE OP. and NSPIRE stood in a unique position of trust with Mr. CARR and the other residents of CENTRAL PARK. Therefore, 702 S. KINGS AVE OP. and NSPIRE

were charged with the common law and fiduciary duties to ensure that Mr. CARR was provided with the utmost of care, planning, forethought in the selection of his health care providers, protection of his person and property, the preservation of his privacy and dignity, and the provision of that level of care necessary to allow him to attain or maintain his highest physical, mental, and psychosocial well-being.

110. 702 S. KINGS AVE OP. and NSPIRE accepted the special confidence and trust placed upon them by OTIS CARR by admitting him into CENTRAL PARK on equal terms, knowing that Mr. CARR was incapable of engaging in any arm's length relationships with 702 S. KINGS AVE OP. and NSPIRE and thereby reserving the right to specifically determine the level of care, protection, supplies and services that would be provided to OTIS CARR.

111. 702 S. KINGS AVE OP. and NSPIRE, individually and collectively, controlled, oversaw, and orchestrated every aspect of OTIS CARR'S existence each day he was a resident at CENTRAL PARK, from assisting Mr. CARR with all his activities of daily living to determining his specific health and treatment plan.

112. By providing Mr. CARR'S daily care, protection, services, supplies, and personal needs, 702 S. KINGS AVE OP. and NSPIRE developed a special relationship with OTIS CARR by virtue of the nature of the care and services provided.

113. As a vulnerable elder entirely dependent upon 702 S. KINGS AVE OP. and NSPIRE for all his activities of daily living, Mr. CARR suffered an enormous disparity of power and unequal bargaining position with 702 S. KINGS AVE OP. and NSPIRE.

114. This special relationship allowed 702 S. KINGS AVE OP. and NSPIRE to occupy a position of confidence with OTIS CARR, which required the duties of fidelity, loyalty, good faith, and

fair dealing by 702 S. KINGS AVE OP. and NSPIRE. Additionally, 702 S. KINGS AVE OP. and NSPIRE had a duty to refrain from engaging in self-dealing.

115. 702 S. KINGS AVE OP. and NSPIRE failed to meet the industry standards for the provision of care and services to its residents, including OTIS CARR, while representing that the CENTRAL PARK would provide the full value of the care and services as required.

116. At all times material to this action, 702 S. KINGS AVE OP. and NSPIRE were fiduciaries of OTIS CARR.

117. At all times material to this action, 702 S. KINGS AVE OP. and NSPIRE owed fiduciary duties to OTIS CARR.

118. 702 S. KINGS AVE OP. and NSPIRE failed to provide the full value of care and services as promised and as required.

119. Notwithstanding its fiduciary duties to OTIS CARR, 702 S. KINGS AVE OP. and NSPIRE acted and failed to act in material breach of the duties owed to OTIS CARR and to the direct detriment of residents, including OTIS CARR. Instead, 702 S. KINGS AVE OP. and NSPIRE acted or failed to act in ways to promote their own interests and in ways in contravention of the interests of the residents, including OTIS CARR.

120. 702 S. KINGS AVE OP. and NSPIRE breached and violated its relationship of trust, special confidence, and its fiduciary obligations and duties owed to OTIS CARR by:

- a) Diverting the use of revenues and assets obtained from residents and their payor sources from the resources required to maintain the industry standard of care at CENTRAL PARK, which includes but is not limited to:
  - i. Ensuring CENTRAL PARK maintained an appropriate number of employees in all disciplines to effectively and efficiently attain or maintain the highest practicable

physical, mental, and psychosocial well-being of each resident, including OTIS CARR as required, and

- ii. Ensuring that each employee at CENTRAL PARK was suitably trained in their specific discipline to appropriately develop and execute the specific care plan for each resident, including OTIS CARR as required.
- b) Misrepresenting the skill, knowledge, and ability of CENTRAL PARK and holding out to OTIS CARR, his family, each resident of CENTRAL PARK, their families, and the general public that CENTRAL PARK strived “to create an environment where people feel safe, heard, and understood...” where the leadership team “embraces our ‘people first’ philosophy in achieving the best possible clinical outcomes...to sustain a dynamic patient, family, and team member experience.”
- c) Failing to provide OTIS CARR the full value of care and services in their contractual obligation.

121. In violating its fiduciary obligations and duties to OTIS CARR, as referenced herein, 702 S. KINGS AVE OP. and NSPIRE knew or should have known that OTIS CARR would suffer harm.

122. ALPHA HEALTH CARE PROP.; FLORIDA HEALTH CARE PROP.; ALG LAVIE; LAVIE CARE; LAVIE HOLDCO; LAVIE MORNING; MCP LAVIE; COLUMBIA PACIFIC OP. FUND; FC INVESTORS; GENOA HEALTHCARE; LV OP. I; AND LV OP. II have knowledge of the healthcare industry.

123. ALPHA HEALTH CARE PROP.; FLORIDA HEALTH CARE PROP.; ALG LAVIE; LAVIE CARE; LAVIE HOLDCO; LAVIE MORNING; MCP LAVIE; COLUMBIA PACIFIC OP. FUND; FC INVESTORS; GENOA HEALTHCARE; LV OP. I; AND LV OP. II knew or

should have known based on its experience and business practices that the vulnerable, elder residents including OTIS CARR at CENTRAL PARK were incapable of independently providing their own necessary care and were solely and specifically dependent upon the employees, officers, directors, and agents of 702 S. KINGS AVE OP. and NSPIRE to provide for their basic daily care, protection, services, supplies, and personal needs.

124. ALPHA HEALTH CARE PROP.; FLORIDA HEALTH CARE PROP.; ALG LAVIE; LAVIE CARE; LAVIE HOLDCO; LAVIE MORNING; MCP LAVIE; COLUMBIA PACIFIC OP. FUND; FC INVESTORS; GENOA HEALTHCARE; LV OP. I; AND LV OP. II knew or should have known based on its experience and business practices that the residents including OTIS CARR at CENTRAL PARK relied upon and placed their trust and confidence in 702 S. KINGS AVE OP. and NSPIRE.

125. ALPHA HEALTH CARE PROP.; FLORIDA HEALTH CARE PROP.; ALG LAVIE; LAVIE CARE; LAVIE HOLDCO; LAVIE MORNING; MCP LAVIE; COLUMBIA PACIFIC OP. FUND; FC INVESTORS; GENOA HEALTHCARE; LV OP. I; AND LV OP. II knew or should have known based on its experience and business practices that 702 S. KINGS AVE OP. and NSPIRE held fiduciary relationships with its residents, including OTIS CARR, by virtue of the nature of the care and services required, their intimate knowledge and experience in the industry, the facility's supposedly superior knowledge, skill, and abilities, the confidential nature of the relationship with the residents, including OTIS CARR, and the enormous disparity of power and unequal bargaining position that 702 S. KINGS AVE OP. and NSPIRE enjoyed over OTIS CARR.

126. ALPHA HEALTH CARE PROP.; FLORIDA HEALTH CARE PROP.; ALG LAVIE; LAVIE CARE; LAVIE HOLDCO; LAVIE MORNING; MCP LAVIE; COLUMBIA PACIFIC OP.

FUND; FC INVESTORS; GENOA HEALTHCARE; LV OP. I; AND LV OP. II knew or should have known based on their experience and business practices that if monies paid to CENTRAL PARK by its residents, including OTIS CARR, were diverted from the resources necessary to provide for the care and treatment of residents, such as but not limited to maintaining appropriate staffing levels, then 702 S. KINGS AVE OP. and NSPIRE would be in breach of these fiduciary relationships with their residents at CENTRAL PARK.

127. By willfully diverting and accepting funds from CENTRAL PARK residents and their payor sources to increase their own self-serving profits, ALPHA HEALTH CARE PROP.; FLORIDA HEALTH CARE PROP.; ALG LAVIE; LAVIE CARE; LAVIE HOLDCO; LAVIE MORNING; MCP LAVIE; COLUMBIA PACIFIC OP. FUND; FC INVESTORS; GENOA HEALTHCARE; LV OP. I; AND LV OP. II knew or should have known based on their experience and business practices that CENTRAL PARK residents would suffer from the withdrawal of necessary funds which were intended for the care and treatments of CENTRAL'S residents, such as OTIS CARR.

128. By willfully diverting and accepting funds from CENTRAL PARK residents and their payor sources to increase their own self-serving profits, ALPHA HEALTH CARE PROP.; FLORIDA HEALTH CARE PROP.; ALG LAVIE; LAVIE CARE; LAVIE HOLDCO; LAVIE MORNING; MCP LAVIE; COLUMBIA PACIFIC OP. FUND; FC INVESTORS; GENOA HEALTHCARE; LV OP. I; AND LV OP. II aided and abetted 702 S. KINGS AVE OP. and NSPIRE in their breach of fiduciary duties to OTIS CARR and all residents of CENTRAL PARK.

**WHEREFORE**, Plaintiff demands judgment against the Defendants for damages as stated above under the theory of recovery based upon the presence and breach of a fiduciary duty owed

by 702 S. KINGS AVE OP. and NSPIRE and aided and abetted by ALPHA HEALTH CARE PROP.; FLORIDA HEALTH CARE PROP.; ALG LAVIE; LAVIE CARE; LAVIE HOLDCO; LAVIE MORNING; MCP LAVIE; COLUMBIA PACIFIC OP. FUND; FC INVESTORS; GENOA HEALTHCARE; LV OP. I; AND LV OP. II and further demands a trial by jury, together with such other and further relief as this Court deems appropriate.

Respectfully submitted,

**SMITH CLINESMITH, LLP**

/s/: Michelle Revelt

Florida Bar No. 116054

Attorney and Counselor at Law

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**EXHIBIT 'B'**





A risk retention group.

Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy  
Claims Made and Reported Coverage

## DECLARATIONS

### Item I: First Named Insured

LaVie Care Centers, LLC  
1040 Crown Pointe Pkwy, Dunwoody, GA 30338, USA

### Item Ib: Schedule of Insureds

See Schedule of Insureds (MIG 1)

### Item II: Policy Number

PLGL-FL-23-0002079

### Item III: Policy Period

5/1/2023 to 5/1/2024  
12:01 AM Standard Time at the address of the **First Named Insured**

### Item IV: Coverage Details

**Policy Aggregate** See Attached Schedule

**Long Term Care Professional Liability** See Attached Schedule

Each Claim:

Aggregate, for All Claims:

**General Liability** See Attached Schedule

Each Claim:

Personal and Advertising Injury, Each Person or  
Organization:

Products/Completed Operations Hazard: Medical

Advertising Injury, Each Claim: Damage to

Premises Rented to You, per Insured Location:

General Aggregate per Insured Location:



**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**Long Term Health Care Facility Professional Liability, General Liability and Employee  
Benefit Liability Policy Claims made and Reported Coverage**

**EXCESS OF LOSS ENDORSEMENT**

It is hereby understood and agreed that:

- (1) Section I, INSURING AGREEMENTS, (D) **Defense Expenses** is deleted and replaced with the following:

The Company has no duty to defend. The **Insured** retains the right and duty to defend itself against any **Claim** that is covered by INSURING AGREEMENTS (A), (B) or (C) of this **Policy**, including the right to select counsel to defend against any such **Claim**. **Defense Expenses** incurred by or on behalf of the **Insured** shall reduce the Limits of Liability set forth in the **Declarations**.

- (2) Section IV, General Conditions, (A) **Limits of Liability** is amended to add the following:

The Company shall have no obligation to pay **Loss, Evacuation Expense, Public Relations Expense and Clean up Expense** until the **Insured** has paid ninety percent (90%) of the applicable **Limit of Liability** for Each **Claim**. The **Insured's** payments of such **Loss, Evacuation Expense, Public Relations Expense and Clean up Expense** are part of, and are not in addition to, the applicable **Limits of Liability** and Aggregate **Limits of Liability** stated in the **Declarations**. Failure of any **Insured** to pay **Loss, Evacuation Expense, Public Relations Expense or Clean-Up Expense** within the **Limit of Liability** shall nullify and terminate application of this insurance to the **Claim**. The **Insured** also agrees to pay all costs, including attorneys' fees and court costs, incurred by **us** in enforcing this provision.

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

Words and phrases that are printed in **bold** type (other than captions) have special meaning as used in this **Policy**. Please refer to **SECTION III – DEFINITIONS**.

The words **we, us, our**, and the **Company** refer to **MIDWEST INSURANCE GROUP, A RISK RETENTION GROUP**. The words **you** and **yours** refer to the **Insured** or the **Insureds**.

**NOTICE:** This **Policy** is issued by a risk retention group which may not be subject to all of the Insurance Laws and Regulations of your State. State insurance insolvency guaranty funds are not available for your risk retention group.

PLEASE REVIEW THE POLICY CAREFULLY. THIS POLICY CONTAINS IMPORTANT EXCLUSIONS AND CONDITIONS. PLEASE DISCUSS ANY QUESTIONS CONCERNING THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.

This **Long Term Health Care Facility Professional Liability, General Liability and Employee Benefits Liability Policy** provides coverage on a **Claims** made and reported basis. Please refer to Section IV. Condition C. for details on reporting requirements. Subject to its terms and conditions, the **Policy's** coverage is limited to covered **Claims** first made during the **Policy Period** (or during the **Extended Reporting Period**, if purchased), and reported as required by Section IV. Condition C. The **Wrongful Act, Occurrence**, or **Offense** giving rise to a covered **Claim** must take place on or after the **Retroactive Date** stated in the **Declarations**.

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

**WHAT TO DO IN CASE OF A CLAIM OR POTENTIAL CLAIM**

In the event **you** directly or indirectly become involved in a professional liability, general liability or employee benefits liability **claim** or potential **claim**, you should immediately report the details to:

**Caitlin Morgan Insurance Services  
5875 Castle Creek Parkway N., Suite 215  
Indianapolis, IN 46250  
Tel.: (317) 575-4440  
Fax: (317) 575-4454**

[claims@midwestrrg.com](mailto:claims@midwestrrg.com)

**IMPORTANT**

This **Policy** is not effective unless a **Declarations** is issued.

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

**TABLE OF CONTENTS**

I. INSURING AGREEMENTS .....	4
II. WHO IS AN INSURED .....	5
III. DEFINITIONS .....	6
IV. GENERAL CONDITIONS .....	17
A. LIMITS OF LIABILITY17	
B. RELATED CLAIMS DEEMED SINGLE CLAIM19	
C. REPORTING OF CLAIMS AND CIRCUMSTANCES THAT MAY LEAD TO CLAIMS20	
D. DEDUCTIBLE21	
E. SUPPLEMENTARY PAYMENTS21	
F. CONSENT TO SETTLEMENT 22	
G. COVERAGE TERRITORY22	
H. ASSISTANCE AND COOPERATION 22	
I. PREMIUMS GENERALLY22	
J. OTHER INSURANCE AND RISK TRANSFER ARRANGEMENTS 22	
K. SUBROGATION AND REIMBURSEMENT FOR THIRD PARTY LIABILITY23	
L. FRAUD AND MISREPRESENTATION23	
M. ASSIGNMENT24	
N. ACTIONS AGAINST US24	
O. EXTENDED REPORTING PERIODS24	
P. CANCELLATION/NON-PAYMENT OF PREMIUM25	
Q. RENEWAL OF POLICY 26	
R. INSPECTION26	
S. ARBITRATION 27	
T. BANKRUPTCY OF INSURED27	
U. ENTIRE AGREEMENT27	
V. CHANGES IN INSURED'S PRACTICES27	
W. GOVERNING LAW27	
X. AUTHORIZATION AND NOTICES28	
V. EXCLUSIONS .....	28

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

**LONG TERM HEALTH CARE FACILITY PROFESSIONAL LIABILITY, AND GENERAL LIABILITY  
AND EMPLOYEE BENEFITS LIABILITY POLICY NOTICE: THIS IS A CLAIMS MADE AND  
REPORTED FORM**

In consideration of the payment of the premium, in reliance upon the statements made and information provided in the Application for this Insurance and any renewal Application and made the basis of this Long Term Health Care Facility Professional Liability, General Liability and Employee Benefits Liability Policy, which is deemed attached hereto and incorporated in this **Policy**, and subject to all of the terms, conditions and limitations of this **Policy** and endorsements thereto, the **Company** agrees as follows:

**SECTION I. INSURING AGREEMENTS**

**(A) Healthcare Professional Liability Insurance:**

Subject to the applicable Deductible and **Limit of Liability** shown in the **Declarations**, **we** will pay on behalf of the **Insured** any **Loss**, which such **Insured** is legally obligated to pay as a result of any covered **Claim** for a **Wrongful Act** by an **Insured** in rendering or failing to render **Professional Services**, including the actual or alleged violation of any **Rights of Residents** if such violation results in **Bodily Injury**; provided that:

- (1) the **Claim** is first made against the **Insured** during the **Policy Period** (or, if applicable, any **Extended Reporting Period**) and reported pursuant to **General Condition C**; and
- (2) the **Wrongful Act** takes place on or after the **Retroactive Date**.

**(B) General Liability Insurance:**

Subject to the applicable Deductible and **Limit of Liability** shown in the **Declarations**, **we** will pay on behalf of the **Insured** any **Loss**, which such **Insured** is legally obligated to pay as a result of a covered **Claim** alleging **Bodily Injury** or **Property Damage** caused by an **Occurrence**, or **Personal Injury** or **Advertising Injury** caused by an **Offense**, arising out of **your** business; provided that:

- (1) the **Claim** is first made against the **Insured** during the **Policy Period** (or any applicable **Extended Reporting Period**) and reported pursuant to **General Condition C**; and
- (2) the **Occurrence** or **Offense** takes place on or after the **Retroactive Date**.

**(C) Employee Benefits Liability Insurance:**

Subject to the applicable Deductible and **Limit of Liability** shown in the **Declarations**, **we** will pay on behalf of the **Insured** any **Loss** that the **Insured** is legally obligated to pay as a result of any covered **Claim** alleging a **Wrongful Act** in the **Administration** of an **Employee Benefits Program**; provided that:

- (1) the **Claim** is first made against the **Insured** during the **Policy Period** (or any applicable **Extended Reporting Period**) and reported pursuant to **General**

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

- Condition C;** and  
(2) the **Wrongful Act** takes place on or after the **Retroactive Date**.

**(D) Defense Expenses:**

**We** will have the right and duty to defend the **Insured** against any **Claim** that is covered by INSURING AGREEMENTS (A), (B) or (C) of this **Policy**, even if the allegations are groundless, false or fraudulent. **We** have the sole right to select counsel to defend the **Insured** against any such **Claim**. However, **we** will have no duty to defend the **Insured** against any **Claim** to which this insurance does not apply. **We** have the right and option, but not the obligation, to retain counsel to investigate and/or defend potential **Claims** against **you** as **we** deem expedient. **Defense Expenses** incurred by **us** shall be paid in addition to the applicable **Limit of Liability** set forth in the **Declarations**.

**Our** right and duty to defend any **Claim** ends when **we** have used up the applicable **Limit of Liability** through the payment of **Loss**. **Defense Expenses** do not reduce the Limits of Liability set forth in the **Declarations**. To the extent allowable by law, if **we** defend any **Claim** under a reservation of rights, **we** reserve the right to recover the costs of such defense if coverage is found not to apply to the **Claim**.

**(E) Evacuation Expense Reimbursement Insurance:**

Subject to the applicable Deductible and **Limit of Liability** shown in the **Declarations**, upon satisfactory proof of payment by an **Insured**, **we** will reimburse the **Named Insured** for **Evacuation Expense** actually paid by the **Named Insured** during the **Policy Period** in connection with an **Evacuation**, provided that the **Evacuation** occurred after the **Retroactive Date**.

**(F) Public Relations Expense Reimbursement Insurance:**

Subject to the applicable Deductible and **Limit of Liability** shown in the **Declarations**, upon satisfactory proof of payment by an **Insured**, **we** will reimburse the **Named Insured** for **Public Relations Expense** actually paid by the **Named Insured** during the **Policy Period** in connection with a **Public Relations Event**, provided that the **Public Relations Event** occurred after the **Retroactive Date**.

**(G) Resident Property Loss Reimbursement Insurance:**

Subject to the applicable Deductible and **Limit of Liability** shown in the **Declarations**, upon **your** satisfactory proof of payment, **we** will reimburse **you** up to the applicable amount set forth in ITEM 4.F. of the **Declarations** for **Resident Property Loss** you actually paid during the **Policy Period**.

**SECTION II: WHO IS AN INSURED**

- (A)** the **Named Insured** designated in the **Declarations** and/or the Schedule. If the **Named Insured** designated in the **Declarations** is:



**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

- (1) an individual, you and your spouse are **Insureds**, but only with respect to the conduct of a business of which you are the sole owner;
  - (2) a partnership or joint venture, you are an **Insured**. Your members, your partners and their spouses are also **Insureds**, but only with respect to the conduct of your business;
  - (3) a limited liability company, you are an **Insured**. Your members are also **Insureds** but only with respect to the conduct of your business, your managers are **Insureds**, but only with respect to their duties as your managers;
  - (4) an organization other than a partnership, joint venture or limited liability company, you are an **Insured**. Your Executive Officers and directors are **Insureds**, but only with respect to their duties as your officers or directors;
  - (5) a trust, you are an **Insured**. Your trustees are also **Insureds**, but only with respect to their duties as trustees.
- (B) any **Insured Non-Physician Employee** or **Volunteer** of the **Named Insured**, but only while acting within the scope and capacity of his or her duties as such;
- (C) any medical director of the **Named Insured**, but only while acting within the scope and capacity of his or her duties for the **Named Insured**;
- (D) any member of a duly authorized board or any committee of the medical or professional staff of the **Named Insured**, but only while acting within the scope and capacity of his or her duties as such; or
- (E) any **Insured Beautician/Barber**, but only while acting within the scope and capacity of his or her duties as such.

**SECTION III: DEFINITIONS**

- (A) **Advertising Injury** means **Injury** arising out of one or more of the following **Offenses**:
- (1) oral or written publication of material, including material placed on the internet or similar electronic means, that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
  - (2) oral or written publication of material, including material placed on the internet or similar electronic means, that violates a person's right of privacy; or
  - (3) misappropriation of advertising ideas or style of doing business;
  - (4) The use of another's advertising idea in a Named Insured's Advertisement;
  - (5) Infringing upon another's copyright, trade dress or slogan in Your Advertisement;  
or
  - (6) **Medical Advertising Injury**.
- (B) **Administration** means:

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

- (1) giving advice or counsel to **Employees** or their beneficiaries concerning their rights or interest with respect to **Employee Benefits Programs**;
  - (2) determining the eligibility of **Employees** to participate in **Employee Benefits Programs**;
  - (3) interpreting the provisions of **Employee Benefits Programs**;
  - (4) handling and keeping records and processing of claims in connection with **Employee Benefits Programs**; and
  - (5) effecting enrollment, termination or cancellation of **Employees** under **Employee Benefits Programs**.
- (C) **Auto** means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. **Auto** does not include **Mobile Equipment**.
- (D) **Beauticians and Barbers Professional Services** means those professional services rendered by an **Insured Beautician/Barber**.
- (E) **Bodily Injury** means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time; mental injury and mental anguish.
- (F) **Claim** means:
- (1) a written demand against an **Insured** for monetary damages or non-monetary damages, provided such non-monetary damages are not directly assessed punitive or exemplary damages; or
  - (2) the initiation of a civil lawsuit, arbitration proceeding, or other alternative dispute resolution process.
- (G) **Cyber Loss** means any loss, damage, liability, claim, cost or expense, directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.
- (H) **Cyber Act** means an unauthorized, malicious or criminal act or series of related unauthorized, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.
- (I) **Cyber Incident** means:
- (1) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
  - (2) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer**

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

**System.**

- (J) **Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, **Data** storage device, networking equipment or back up facility.
- (K) **Data** means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.
- (L) **Defense Expenses** means reasonable and necessary costs, charges, fees including attorney's fees and expert fees, incurred by **us** in defending or investigating any covered **Claim**. **Defense Expenses** do not include salary, charges or expenses of regular **Employees** or officials of the **Insured**.
- (M) **Employee** means a person on the **Insured's** regular payroll, with federal and, if applicable, state taxes withheld, whose work is directed or controlled by the **Insured**, including part-time and seasonal **Employees** and **Leased Workers**. **Employee** does not include a **Temporary Worker**.
- (N) **Employee Benefits Programs** means any group life insurance, group accident and health insurance, profit sharing plans, pension plans, **Employee** stock subscription plans, workers' compensation, unemployment insurance, social security and disability benefits insurance or any other similar plan under the **Administration** of the **Named Insured** for the benefit of its **Employees**.
- (O) **Employment Practices** means any of the following: breach of any employment contract; failure or refusal to hire or employ; dismissal, discharge, reduction in force, downsizing or termination of employment, whether actual or constructive; demotion, reassignment, failure or refusal to promote, or deprivation of career opportunity; discipline of **Employees**; evaluation of **Employees**; discrimination or harassment of any kind or on any basis including, but not limited to, discrimination, limitation, segregation or classification based on race, sex, marital status, ancestry, physical or mental handicaps, age, sexual preference, pregnancy or religion or other status that is protected under any applicable federal, state or local statute or ordinance affecting any present or former **Employee** or applicant for employment; humiliation or defamation of any present or former **Employee** or applicant for employment; retaliatory treatment against an **Employee** arising out of the **Employee's** attempted or actual exercise of the **Employee's** rights under the law; employment-related misrepresentations; or failure to implement appropriate workplace or employment policies or procedures.
- (P) **Evacuation** means the removal from one or more **Insured Location** to any other location of fifty percent (50%) or more of the **Residents** in such facility(ies) as a result of any natural or man-made occurrence that, in the reasonable judgment of the **Named Insured's** management, causes or could potentially cause such facility(ies) to be unsafe for such **Residents**.

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

- (Q) **Evacuation Expense** means reasonable costs incurred in connection with an **Evacuation**, including costs associated with transporting, lodging and providing meals to **Residents** who have been evacuated. **Evacuation Expense** does not include any remuneration, salaries, overhead or benefit expenses of the **Named Insured**.
- (R) **Extended Reporting Period** means the period of time after the **Policy Period** for reporting any **Claim** for a **Wrongful Act, Occurrence** or **Offense** that happened after the **Retroactive Date** and before the termination of the **Policy Period**.
- (S) **First Named Insured** means the entity designated as such in ITEM I of the **Declarations**.
- (T) **HIPAA Violation** means any violation by an **Insured** of the privacy provisions of Title II of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- (U) **Impaired Property** means tangible property other than the **Insured Product** or **Insured Work** that cannot be used or is less useful because:
- (1) it incorporates the **Insured Product** or **Insured Work** that is known or thought to be defective, deficient, inadequate or dangerous; or
  - (2) you have failed to fulfill the terms of a contract or agreement;  
  
If such property can be restored to use by:
    - (ii) the repair, replacement, adjustment or removal of the **Insured Product** or **Insured Work**; or
    - (iii) your fulfilling the terms of the contract or agreement.
- (V) **Injury** means **Bodily Injury**, sickness, disease, mental injury, mental anguish, shock, disability, including injury arising from continuous or repeated exposure to substantially the same harmful conditions to one person.
- (W) **Insured** means those persons or organizations set forth in SECTION II. WHO IS AN INSURED of this **Policy**.
- (X) **Insured Beautician/Barber** means a licensed beautician or barber who is not an **Employee** of the **Named Insured**, but who was invited by the **Named Insured** to perform such services on the **Named Insured's** premises.
- (Y) **Insured Contract** means:
- (1) a contract for a lease of premises. However that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **Insured Contract**.
  - (2) a sidetrack agreement;

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

- (3) any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- (4) an obligation as required by ordinance, to indemnify a municipality, except in connection with work for a municipality.
- (5) an elevator maintenance agreement;
- (6) that part of any contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume that tort liability of another party to pay for **Bodily Injury** or **Property Damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph 6 does not include that part of any contract or agreement:

- (i) that indemnifies a railroad for **Bodily Injury** or **Property Damage** arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (ii) that indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders or drawings and specifications; or
  - (b) giving directions or instructions, or failing to give them, if that is the primary cause of the **Bodily Injury** or **Property Damage**; or
- (iii) under which the **Insured**, if an architect, engineer, or surveyor, assumes liability for an **Injury** or **Damage** arising out of the **Insured's** rendering or failure to render professional services, including those listed in (ii) above and supervisory, inspection, architectural or engineering activities.

(Z) **Insured Location** means the location of the **Named Insured** listed in Item I of the **Declarations** or each additional covered **Location** listed in the **Schedule**.

(AA) **Insured Non-Physician Employee** means any person who is an **Employee** of the **Named Insured** while engaged in the performance of **Professional Services** provided that such person holds any license required to perform such services, but only while acting within the scope of his or her duties as such. **Insured Non-Physician Employee** does not include any individual who is required by state statute or regulation to maintain separate limits of coverage for rendering **Professional Services**.

(BB) **Insured Product** means:

- (1) any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

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Professional Liability, General Liability and Employee Benefits Liability Policy**

- (i) the **Named Insured**;
  - (ii) others trading under the name of the **Named Insured**; or
  - (iii) a person or organization whose business or assets the **Named Insured** has acquired; and
- (2) containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products. **Insured Product** includes:
- (i) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of the **Insured Product**; and
  - (ii) The providing of or failure to provide warnings or instructions. **Insured Product** does not include vending machines, or other property rented or located for the use of others but not sold.

**(CC) Insured Work** means:

- (1) work or operations performed by the **Named Insured** or on the **Named Insured's** behalf; or
- (2) materials, parts or equipment furnished in connection with such work or operations. **Insured Work** includes:
  - (i) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **Your Work**; and
  - (ii) The providing of or failure to provide warnings or instructions.

**(DD) Leased Worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased Worker** does not include a **Temporary Worker**.

**(EE) Limit of Liability** means the maximum amount we will pay for a particular coverage as set forth in the **Declarations**.

**(FF) Loading or Unloading** means the handling of property:

- (1) after it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or **Auto**;
- (2) while it is in or on an aircraft, watercraft or **Auto**; or
- (2). while it is being moved from an aircraft, watercraft or **Auto** to the place where it is finally delivered;

but **Loading or Unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or **Auto**.

**(GG) Loss** means monetary damages which are incurred by an **Insured** because of a **Claim**



**MIDWEST INSURANCE GROUP, INC.,  
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Professional Liability, General Liability and Employee Benefits Liability Policy**

to which this insurance applies. **Loss** does not include:

- (1) the restitution, return, disgorgement or refund of fees, profits, charges for products or services provided, capitation payments, premium or any other funds allegedly wrongfully held or obtained;
- (2) non-monetary or equitable relief, including but not limited to, declaratory or injunctive relief, or amounts owing in order to effectuate any such relief;
- (3) fines, penalties, sanctions fees, government payments or taxes; except we will pay up to \$100,000 in fines, penalties, sanctions, fees, taxes or other payments imposed by the government as a result of one or more **HIPAA Violations**.
- (4) punitive, exemplary or multiple damages, unless insurability for such damages is required by law and then, only to the extent so required.
- (5) benefits under **Employee Benefits Program**;
- (6) matters which are uninsurable under applicable law; and
- (7) **Defense Expenses**.

(HH) **Medical Advertising Injury** means false, incorrect or misleading written publication, or oral communication by an **Insured** concerning the type, scope or quality of **Medical Services** offered by the **Insured**, alleged in connection with **Bodily Injury**.

(II) **Medical Services** means all services rendered or required to be rendered by an **Insured** in the treatment or care of a single person, including the furnishing of medical, nursing and other health care services, such as physical and occupational therapy. It also includes, but is not limited to, the furnishing or dispensing of drugs, blood, blood products, or medical, surgical, dental or psychiatric supplies, equipment, or appliances in connection with such care; the furnishing of food or beverages in connection with such care; the providing of counseling or other social services in connection with such care; and the handling of, or the performance of post-mortem examination on, human bodies.

(JJ) **Mold** means mold, mildew, spores, myotoxins, fungi, organic pathogens or other microorganisms of any type, nature or description whatsoever.

(KK) **Named Insured** means the **First Named Insured** as well as any other entity designated as an Additional **Named Insured** in Item I of the **Declarations**.

(LL) **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

(MM) **Offense** means one of the offenses enumerated in the definition of **Advertising Injury** or **Personal Injury**.

(OO) **Peer Review** means the process of evaluating, by members of a formal, duly constituted

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Professional Liability, General Liability and Employee Benefits Liability Policy**

professional review board or committee of the **Named Insured**, any individual or entity for purposes of selecting, employing, contracting with or credentialing of current or prospective providers of **Medical Services**.

**(PP) Personal Injury** means **Injury**, other than **Bodily Injury**, arising out of one or more of the following **Offenses**:

- (1) false arrest, detention or imprisonment;
- (2) malicious prosecution;
- (3) wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;
- (4) oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- (5) oral or written publication of material that violates a person's right to privacy.

**(QQ) Policy** means the **Declarations**, the **Long Term Health Care Facility Professional Liability, General Liability and Employee Benefits Liability Policy**, and any Endorsements or Schedules thereto.

**(RR) Policy Period** means the period specified as such in the **Declarations**.

**(SS) Pollutants** means any substance exhibiting any hazardous characteristics as defined by, or identified by a list of hazardous substances issued by the United State Environmental Protection Agency or any federal, state, county, municipal or local counterpart thereof or any foreign equivalent. Such substances shall include, without limitation, solids, liquids, gaseous or thermal irritants, contaminants, or smoke, vapor, soot, fumes, acids, alkalis, chemicals or waste materials, including materials to be recycled, reconditioned, or reclaimed. Pollutants shall also mean any other air, emission, odor, waste water, oil or oil products, infectious or medical waste, asbestos or asbestos products, fungus (including mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi, but not including any fungi intended by the insured for consumption) and electric or magnetic or electromagnetic fields.

**(TT) Products-Completed Operations Hazard** means all **Bodily Injury** and **Property Damage** occurring away from premises you own or rent and arising out of an **Insured Product** or **Insured Work** except:

- (1) products that are still in your physical possession; or
- (2) work that has not yet been completed or abandoned. However, **Insured Work** will be deemed completed at the earliest of the following times:
  - (i) when all of the work called for in your contract has been completed.
  - (ii) when all of the work to be done at the job site has been completed if



**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

your contract calls for work at more than one job site.

- (iii) when that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement but which is otherwise complete will be treated as completed.

**Products-Completed Operations Hazard** does not include **Bodily Injury** or **Property Damage** arising out of:

- (1) the transportation of property, unless the injury or damage arising out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **Loading or Unloading** of that vehicle by any **Insured**;
- (2) the existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) products or operations for which the classification, listed in the **Declarations** or in a Policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

**(UU) Professional Services** means:

- (1) **Medical Services**;
- (2) the activities of an **Insured** as a member of a board or committee of the **Named Insured**, or as a member of any committee of the medical or professional staff of the **Named Insured**, when engaged in **Peer Review** or **Utilization Review**;
- (3) reviewing the quality of **Medical Services** or providing quality assurance on behalf of the **Named Insured**;
- (4) any **Beauticians and Barbers Professional Service**;
- (5) Good Samaritan services; or
- (6) Administrative services.

**Professional Services** do not include services performed by any **Insured** in his or her capacity as an intern, resident, physician, surgeon, dentist, nurse anesthetist, nurse midwife, podiatrist, or chiropractor. The foregoing shall not apply to the **Named Insured** for its vicarious liability arising out of the rendering of such services by any such providers on behalf of the **Named Insured**.

**(VV) Property Damage** means:

**MIDWEST INSURANCE GROUP, INC.,  
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Professional Liability, General Liability and Employee Benefits Liability Policy**

- (1) physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **Occurrence** that caused it.

**(WW) Public Relations Event** means:

- (1) a **HIPAA Violation**, or any other failure to maintain the confidentiality of information regarding **Medical Services** or information obtained in the provision of **Professional Services**, including the unauthorized release or use of such information; or
- (2) any criminal investigation, criminal complaint, indictment, administrative hearing or licensing or other agency proceeding (other than proceedings in the normal course of **Named Insured's** business), relating to the alleged violation or infringement of one or more state or federal statutes or regulations regarding:
  - (a) elder abuse;
  - (b) resident privacy, including the handling of protected health information;
  - (c) hiring practices and reference checking with respect to potential employees; and
  - (d) any other similar law or regulation applicable to operations of the **Named Insured** and intended to protect the rights or safety of elderly persons and persons in long-term care facilities.

**(XX) Public Relations Event Expense** means reasonable fees and costs incurred in the investigation, mitigation or defense of an actual or alleged **Public Relations Event**. **Public Relations Event Expense** includes the following costs incurred in the management of public relations with respect to such **Public Relations Event**: (1) costs of attorneys, experts and consultants, including third-party media consultants; (2) costs to notify third parties directly affected by such **Public Relations Event**; and (3) costs for credit monitoring services. **Public Relations Event Expense** does not include any remuneration, salaries, overhead, fees, loss of earning reimbursement or benefit expenses of the **Named Insured** or any fines, penalties, assessments of costs or other financial awards associated with such **Public Relations Event**.

**(YY) Related Claims** means two or more **Claims** involving **Wrongful Acts, Bodily Injury, Property Damage, Advertising Injury or Personal Injury**, based on, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving the same or related facts, circumstances, situations, transactions, or events or the same or related series of facts, circumstances, situations, transactions, or events whether related logically, causally or in any other way, in any combination, whether or not involving more than one policy, practice, procedure or product, including any course

**MIDWEST INSURANCE GROUP, INC.,  
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Professional Liability, General Liability and Employee Benefits Liability Policy**

of treatment, and whether or not deemed continuous.

(ZZ) **Resident** means any person who resides at the **Named Insured's** facility, whether on a short-term or permanent basis.

(AAA) **Resident Property Loss** means any loss of, or damage to, personal property of a **Resident** occurring at a facility of the named insured.

(BBB) **Retroactive Date** means the applicable date set forth in the **Declarations**.

(CCC) **Rights of Residents** means:

- (1) any right granted to a long term health care facility **Resident** under any state law regulating the **Named Insured's** business as a resident health facility; or
- (2) the rights of **Residents** as included in the United States Department of Health and Welfare regulations governing participation of Intermediate Care Facilities or Skilled Nursing Facilities, regardless of whether the **Named Insured's** facility(ies) is/are subject to such regulations.

(DDD) **Temporary Worker** means a person who is furnished to you to substitute for a permanent **Employee** on leave or to meet seasonal short-term workload conditions.

(EEE) **Utilization Review** means the process of evaluating the appropriateness or necessity of **Medical Services** to be provided by an **Insured**. **Utilization Review** shall include prospective review of proposed **Medical Services**, concurrent review of ongoing **Medical Services**, and retrospective review of already rendered **Medical Services**.

(FFF) **Volunteer** means a person who provides his or her services or labor to the **Named Insured** and whose activities are supervised and directed by the **Named Insured**, but who does not have a contract to provide and is not compensated for such services.

(GGG) **Wrongful Act** means any actual or alleged act, error or omission by an **Insured**.

**MIDWEST INSURANCE GROUP, INC.,  
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Professional Liability, General Liability and Employee Benefits Liability Policy**

**SECTION IV: GENERAL CONDITIONS**

The following **General Conditions** describe and limit the amount and availability of insurance provided under this **Policy**. In order for the insurance described in this **Policy** to apply to the **Insured**, said **Insured** must comply with each of the **Conditions** described below. **We** will not be obligated to provide coverage including any liability or obligation to defend, or continue any litigation if the **Insured** fails to comply with any **Condition**.

**(A) LIMITS OF LIABILITY**

**(1) Healthcare Professional Liability- INSURING AGREEMENT (A)**

- (a) The Each **Claim** Each **Insured Location** Limit specified in Item V.A.1. of the **Declarations** is the most **we** will pay for all **Loss** that results from a single **Claim** or **Related Claims** at each **Insured Location** for which this **Policy** provides coverage under INSURING AGREEMENT (A).
- (b) The Professional Liability Aggregate Limit for All **Claims** Each **Insured Location** specified in Item V.A.2. of the **Declarations** is the most **we** will pay for all **Loss** resulting from all **Claims** involving each **Insured Location** for which this **Policy** provides coverage under INSURING AGREEMENT (A).

**(2) General Liability Insurance- INSURING AGREEMENT (B)**

- (a) The Each **Claim** Each **Insured Location** Limit specified in Item V.B.1. of the **Declarations** is the most **we** will pay for all **Loss** resulting from each **Claim** or **Related Claims** at each **Insured Location** for which this **Policy** provides coverage under INSURING AGREEMENT (B);
- (b) The General Liability Aggregate Limit for All **Claims** Each **Insured Location** specified in Item V.B.2 of the **Declarations** is the most **we** will pay for all **Loss** resulting from all **Claims** or **Related Claims** at Each **Insured Location** for which this Policy provides coverage under INSURING AGREEMENT B.
- (c) The **Personal and Advertising Injury** Limit specified in Item V.B.3. of the **Declarations** is the most **we** will pay for all **Loss** resulting from all **Claims** or **Related Claims** because of **Personal Injury** or **Advertising Injury** by any one person or organization for which this **Policy** provides coverage under INSURING AGREEMENT (B).
- (d) The each **Claim** Each **Insured Location Medical Advertising Injury** Sublimit stated in Item V.B.4 of the **Declarations** is the most **we** will pay for all **Loss** that results from a single **Claim** or **Related Claims** because of **Medical Advertising Injury** involving each **Insured Location**. The **Medical Advertising Injury** Sublimit is included within the **Personal and Advertising Injury** Sublimit and it is also subject to the General Liability Aggregate Limit for each **Insured Location** specified in Item V.B.2. of the **Declarations**. No other **Limit of Liability** under this **Policy**

**MIDWEST INSURANCE GROUP, INC.,  
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Professional Liability, General Liability and Employee Benefits Liability Policy**

shall be available to such a **Medical Advertising Injury Claim**. Our obligations with regard to such a **Claim** shall cease once the **Medical Advertising Injury** Sublimit has been exhausted by payment of **Loss**.

- (e) The Fire Damage Sublimit specified in Item V.B.5 of the **Declarations** is the most **we** will pay for all **Loss** because of **Property Damage** to premises at each **Insured Location**, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire. The Fire Damage Sub Limit is included within and reduces the **Each Claim Each Insured Location Limit**. It is also subject to the General Liability Aggregate Limit for each **Insured Location** specified in Item V.B.2. of the **Declarations**.
  - (f) The **Products-Completed Operations Hazard** Aggregate Limit of Liability specified in Item V.B.6 of the **Declarations** is the most **we** will pay for all **Products Completed Operations Hazard**.
- (3) **Employee Benefits Liability -INSURING AGREEMENT (C)**
- (a) The Each **Claim** Limit stated in ITEM V.C.1. of the **Declarations** will be **our** maximum **Limit of Liability** for all **Loss** resulting from each **Claim** or **Related Claims** for which this **Policy** provides coverage under INSURING AGREEMENT (C).
  - (b) The Employee Benefits Liability Aggregate Limit specified in Item V.C.2. of the **Declarations** is the most **we** will pay for all **Loss** resulting from all **Claims** or **Related Claims** for which this **Policy** provides coverage under INSURING AGREEMENT (C).
- (4) **Evacuation Expense- INSURING AGREEMENT (D)**
- (a) The Each **Evacuation** amount stated in ITEM V.D.1. of the **Declarations** will be the **Company's** maximum **Limit of Liability** for all **Evacuation Expenses** resulting from each **Evacuation** for which this **Policy** provides coverage under INSURING AGREEMENT (D).
  - (b) The Aggregate for all **Evacuations** amount stated in ITEM V.D.2. of the **Declarations** will be our maximum **Limit of Liability** for all **Evacuation Expenses** resulting from all **Evacuations** for which this **Policy** provides coverage under INSURING AGREEMENT (D).
- (5) **Public Relations Expense- INSURING AGREEMENT (E)**
- (a) The Each **Public Relations Event** amount stated in ITEM V.E.1. of the **Declarations** will be our maximum **Limit of Liability** for all **Public Relations Expenses** resulting from each **Public Relations Event** for which this **Policy** provides coverage under INSURING AGREEMENT (E).

**MIDWEST INSURANCE GROUP, INC.,  
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Professional Liability, General Liability and Employee Benefits Liability Policy**

- (b) The Aggregate for all **Public Relations Events** amount stated in ITEM V.E.2. of the **Declarations** will be our maximum Limit of Liability for all **Loss** resulting from all **Public Relations Events** for which this **Policy** provides coverage under INSURING AGREEMENT (E).
- (6) **Resident Property Loss Reimbursement - Insuring Agreement (F)**
  - (a) The "Each Claim" amount stated in ITEM 4(F) of the Declarations will be the Insurer's maximum Limit of Liability for all **Loss** resulting from each **Claim** or **Related Claims** for which this Policy provides coverage under INSURING AGREEMENT (F).
  - (b) The "Aggregate for all Claims" amount stated in ITEM 4(F) of the Declarations will be the Insurer's maximum Limit of Liability for all **Loss** resulting from all **Claims** or **Related Claims** for which this Policy provides coverage under INSURING AGREEMENT (F).
- (7) **Total Policy Aggregate Limit of Liability – Applicable to All INSURING AGREEMENTS**
  - (a) The Total Policy Aggregate Limit of Liability specified in Item V. of the **Declarations** is the most **we** will pay for all **Loss** and **Expense** for which this Policy provides coverage under INSURING AGREEMENTS (A) THROUGH (F).

The **Limits of Liability** described above shall apply regardless of the number of persons or entities included within the definition of **Insured**, the number of claimants, and regardless of whether such **Claim** or **Related Claims** is/are first made during the **Policy Period** or any **Extended Reporting Period**.

All **Insureds** under this **Policy** share the Limit of Liability. In no event, will the number of **Insureds** involved in a **Claim** or **Related Claim** increase the Limit of Liability.

**(B) RELATED CLAIMS DEEMED SINGLE CLAIM**

All **Related Claims**, whenever made, shall be deemed to be a single **Claim**, regardless of:

- (1) the number of **Related Claims**;
- (2) the number or identity of claimants;
- (3) the number or identity of **Insureds** involved or against whom **Related Claims** have been or could be made;
- (4) whether the **Related Claims** are asserted in a class action or otherwise;
- (5) the number and timing of the **Related Claims**, even if **Related Claims** comprising such single **Claim** were made in more than one **Policy Period**.

All



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Professional Liability, General Liability and Employee Benefits Liability Policy**

**Related Claims** will be treated as a single **Claim** made when the earliest of such **Related Claims** was first made, or when the earliest of such **Related Claims** is treated as having been made in accordance with **Section (C)(2)** below, whichever is earlier.

**(C) REPORTING OF CLAIMS AND CIRCUMSTANCES THAT MAY LEAD TO A CLAIM**

- (1) If, during the **Policy Period** or any **Extended Reporting Period**, any **Claim** for a **Wrongful Act, Occurrence** or **Offense** covered under INSURING AGREEMENT (A), (B) or (C) is first made against any **Insured**, as a condition precedent to its right to any coverage under this **Policy**, the **Insured** shall give us written notice of such **Claim** as soon as practicable thereafter, but in no event later than:
- (i) thirty (30) days after the expiration date or earlier cancellation date of this **Policy** (where the **Claim** is made during the **Policy Period**); or
  - (ii) the expiration of any **Extended Reporting Period** (where the **Claim** is made during the **Extended Reporting Period**).

Such notice shall give full particulars of the **Claim**, including but not limited to, a description of the **Claim, Wrongful Act, Occurrence** or **Offense**; the identity of the patient or employee, all potential claimants and health care provider(s) and any **Insureds** involved; a description of the injury and damages that may result from such **Wrongful Act, Occurrence** or **Offense**; information on the time, place and nature of the **Wrongful Act, Occurrence** or **Offense**; the manner in which the **Insured** first became aware of such **Wrongful Act, Occurrence** or **Offense**; and the reasons the **Insured** believes the **Wrongful Act, Occurrence** or **Offense** is likely to result in a **Claim**.

A **Claim** shall be deemed made when the **Insured** against whom the **Claim** is asserted first receives written notice of the **Claim**, through service of a complaint or similar proceeding or otherwise.

- (2) If during the **Policy Period**, the **Insured** first becomes aware of any **Wrongful Act, Occurrence, Offense**, or other circumstance that may subsequently give rise to a **Claim** under INSURING AGREEMENT (A), (B) or (C) and:
- (i) gives the **Company** written notice of such **Wrongful Act, Occurrence, or Offense** with full particulars as soon as practicable thereafter, but in any event before the expiration date or earlier cancellation date of this **Policy**; and
  - (ii) requests coverage under INSURING AGREEMENT (A), (B) or (C) of this **Policy** for any **Claim** subsequently arising from such **Wrongful Act, Occurrence, or Offense**;

then any **Claim** not otherwise excluded by this **Policy** subsequently made against the **Insured** arising out of such **Wrongful Act, Occurrence, or Offense** shall be treated as if it had been first made during the **Policy Period**. Full particulars of the **Claim** shall include, but not be limited to, a description of the **Claim, Wrongful Act, Occurrence, or Offense**; the

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

identity of the patient or employee; all potential claimants and the healthcare providers and any **Insureds** involved; information on the time, place and nature of the **Wrongful Act, Occurrence, or Offense**; the manner in which the **Insured** first became aware of such **Wrongful Act, Occurrence, or Offense**; and the reasons the Insured believes the **Wrongful Act, Occurrence, or Offense** is likely to result in a **Claim**.

**(D) DEDUCTIBLE**

As a condition precedent to coverage under this **Policy**, the **Insured** must pay **Loss** and **Defense Expenses** within any Deductible upon demand by **us**. The Deductible amount is a part of, and not in addition to the **Limits of Liability** stated in the **Declarations**. In the event **we** pay on behalf of an **Insured** all or part of the Deductible, such **Insured** shall reimburse **us** for the amount of any such payment. Failure of any **Insured** to make such reimbursement within thirty (30) days after written demand, shall, at the option of the **Company**, nullify and terminate application of this insurance to the **Claim**. The **Insured** also agrees to pay all costs, including attorneys' fees and court costs, incurred by **us** in collecting any reimbursement.

**(E) SUPPLEMENTARY PAYMENTS**

**We** will pay, in addition to the applicable **Limit of Liability**:

- (1) all **Defense Expenses** incurred by **us**. This obligation ends once the applicable **Limit(s) of Liability** have been exhausted by payment of judgment or settlements;
- (2) interest on that part of any judgment that does not exceed the **Limit(s) of Liability** applicable to the **Claim**. This obligation ends once the applicable **Limit(s) of Liability** have been exhausted by payments of judgments or settlements or tendered to any plaintiff;
- (3) premiums on appeal bonds required in any **Claim** defended by **us** and premiums on bonds to release attachments in any **Claim** for any amount up to the applicable **Limit(s) of Liability**, but **we** shall have no obligation to apply for or furnish any such bond; and
- (4) reasonable travel and lodging expenses previously approved by **us**, plus up to \$500 per day for actual loss of earnings due to time off from work not to exceed a total of 10 days (\$5,000) which amounts have been incurred by an **Insured** as a result of being a defendant or co-defendant in a **Claim** or at the **Company's** request.

**(F) CONSENT TO SETTLEMENT**

**We** have the right to settle any **Claim** covered under INSURING AGREEMENTS A, B or C against an **Insured** seeking **Loss**.

**We** shall not be obligated to take an appeal from any judgment against an **Insured**.



**MIDWEST INSURANCE GROUP, INC.,  
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**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

**(G) COVERAGE TERRITORY**

This **Policy** applies to **Claims** arising out of **Wrongful Acts, Occurrences, or Offenses** taking place in the United States of America, including its territories and possessions, Puerto Rico or Canada.

**(H) ASSISTANCE AND COOPERATION**

The **Insured** is required to cooperate with the **Company** in all respects in matters pertaining to this insurance, and, upon request of the **Company**, shall provide information, attend hearings and trials, and assist in making settlements, securing and giving evidence, giving statements and depositions where requested, and otherwise facilitating the conduct of any proceeding in connection with the subject matter of this insurance, including the review of the **Claim** by a medical review and advisory committee. The **Insured** must not voluntarily make any payment, assume any obligation, or incur any expense with respect to a covered **Claim** except with prior written consent of the **Company**. No **Insured** shall alter patient records or otherwise misrepresent or conceal facts pertinent to any **Wrongful Act** or **Claim**.

**(I) PREMIUMS GENERALLY**

The insurance available under the **Policy** is provided in return for, and expressly conditioned upon, timely payment by the **Insured** of a premium established by the **Company**. All premiums for this **Policy** shall be computed solely by the **Company** in accordance with the **Company's** procedures and rating plans applicable to this insurance. In the event of a change in the **Insured's** professional practice or activities which, in the opinion of the **Company**, materially alters the risk or affects the hazard insured against, as a condition of continued coverage the **Company** shall have the right to impose and obtain additional premiums consistent with the **Company's** rating plans applicable to such practices or activities. The **Insured** is required to make and retain records of such information as is necessary for premium computation according to procedures and rating plans of the **Company**, and must make copies of such records available to the **Company** at such time as the **Company** may reasonably request.

**(J) OTHER INSURANCE AND RISK TRANSFER ARRANGEMENTS**

Any **Loss** or **Defense Expenses** resulting from any **Claim** insured under any other insurance policy or risk transfer instrument, including, but not limited to, self-insured retentions, deductibles, fronting arrangements, professional liability policies covering any of the **Named Insured's** medical staff, **Employees, Volunteers** or **Insured** medical practitioners, or other alternative arrangements which apply to the **Loss** or **Defense Expenses** shall be paid first by those instruments, policies or other arrangements. It is the intent of this **Policy** to apply only to **Loss** or **Defense Expenses** that are more than the total limit of all deductibles, limits of liability, self-insured amounts or other insurance or risk transfer arrangements, whether primary, contributory, excess, contingent, fronting or otherwise and whether or not collectible. These provisions do not apply to other insurance policies or risk transfer arrangements written as specific umbrella or excess insurance over the **Limit of Liability** of this **Policy**. This **Policy** shall not be subject to the terms of any

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

other policy of insurance or plan or program of self-insurance; and in no event will **we** pay more than the **Limit of Liability** set forth in the Declarations.

**(K) SUBROGATION AND REIMBURSEMENT FOR THIRD PARTY LIABILITY**

**Subrogation:** In the event of any payment under the **Policy**, **we** shall be subrogated to any **Insured's** rights of recovery therefor against any person or organization, and any such **Insured** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. No **Insured** shall do anything to prejudice such rights.

**Reimbursement for Third Party Liability:** In the event the **Insured** asserts any **Claim** against a third party for damages, indemnification, contribution, or reimbursement for events for which sums were paid under this **Policy** on the **Insured's** behalf, the **Company** shall have a lien against such sums recovered by the **Insured** to the extent that sums were paid by the **Company**, and the **Insured** is required to promptly execute and deliver any documents, instruments, or papers necessary to effectuate such lien, and to do whatever else is necessary to secure such lien right of the **Company**, doing nothing to prejudice the **Company's** lien rights.

**(L) FRAUD AND MISREPRESENTATIONS**

By acceptance of the **Policy**, all **Insureds** agree that: the statements in the Application or Renewal Applications for insurance and any information attached thereto are true and correct as of the effective date of the **Policy**, the **Insureds** have not withheld or failed to disclose pertinent information, and the **Insureds** have given careful consideration to the statements and information provided. The **Insureds** further acknowledge that such statements are material representations, and that any **Policy** issued by the **Company** is issued in reliance upon the truth and accuracy of such statements. You declare that you know of no incident, event, **Offense**, circumstance or **Claim** which has taken place or become known prior to the effective date of this Policy which may render inaccurate, untrue, incomplete or misleading any information or statement made in the Application or the information that was provided. The **Insureds** further agree that this **Policy** embodies all agreements, representation, and commitments by the **Company** regarding the subject of insurance coverage. In the event of any fraud, material misrepresentation or omission by any **Insured** in the Application or a renewal Application for insurance, the **Policy** is void as to the party committing such fraud, material misrepresentation or omission, and no coverage is afforded to such party hereby.

The **Insured** agrees to promptly report to the **Company** any material changes in the information previously reported to the **Company** in connection with this Insurance. Further, the **Insured** agrees that any material changes in professional practice or activities may be a basis for imposition of an additional premium, at the election of the **Company**, which is consistent with its rating plans, as well as imposition of other terms, conditions, or limitations or insurance coverage, including cancellation, if the **Company** determines the changed circumstances affect the hazard insured.

**(M) ASSIGNMENT**

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

No **Insured** may assign his/her/its interest in the **Policy**. If, however, any **Insured** shall die, such insurance as afforded by the **Policy** shall apply to such **Insured's** legal representative, as an **Insured**, but only while acting within the scope of his duties as such.

**(N) ACTIONS AGAINST US**

No action shall lie against **us** unless, as a condition precedent thereto, there shall have been full compliance with all of the terms of the **Policy**, nor until the amount of any **Insured's** obligation to pay shall have been finally determined either by judgment against an **Insured** after actual trial or by written agreement of such **Insured**, the claimant, and **us**. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under the **Policy** to the extent of the insurance afforded by the **Policy**. No person or organization shall have any right under the policy to join **us** as a party to any action against an **Insured** to determine the **Insured's** liability, nor shall **we** be impleaded by an **Insured** or his legal representative. Bankruptcy or insolvency of any **Insured** or any **Insured's** estate shall not relieve **us** of any of **our** obligations hereunder.

**(O) EXTENDED REPORTING PERIOD**

- (1) If this **Policy** is terminated by any party for any reason other than misrepresentation, fraud or non-payment of premium, the **First Named Insured** shall have the following rights:

(A) Automatic Extended Reporting Period

With respect to any coverage part written on a claims made basis, the insurer will provide the **First Named Insured** with an automatic, non-cancelable **Extended Reporting Period** starting at the termination of the policy period if, within thirty (30) days of the termination of this policy, no other insurance policy risk transfer instrument, including but not limited to, retentions, limits of insurance, self-insured amounts, deductibles, risk transfer arrangements or other alternative arrangements purchased or obtained by the Insured to replace this policy (hereinafter "replacement coverage") applies or would apply but for the exhaustion of the applicable limit of liability. This automatic **Extended Reporting Period** will terminate after thirty (30) days.

(B) Optional Extended Reporting Period

With respect to any coverage part written on a claims made basis, if the **First Named Insured** has not obtained "replacement coverage" and writes to the insurer within 30 days of the termination date telling the insurer that it wants a further extension, and pays any amounts owed to the insurer promptly when due together with any earned but unpaid premium which may be due under the terminated policy, the period of time allowed by the policy for the reporting of **Claims** to the insurer will be further extended in accordance with the rules, rates and rating plans in effect for the insurer at the inception of the reporting period. Once paid, the premium for this option is non-refundable and considered fully earned.

- (2) It is understood and agreed that no **Extended Reporting Period** shall be construed

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

to be a new policy and any **Claim** submitted during an **Extended Reporting Period** shall otherwise be governed by this policy. The insurer's liability for all **Claims** reported during the automatic and optional extended reporting periods shall be part of and not in addition to the limits of liability for the **Policy Period** as set forth in the declarations.

- (3) The Optional **Extended Reporting Period**, if any, will run concurrently with the automatic **Extended reporting period**. If purchased, **Extended Reporting Period** coverage may not be canceled.
- (4) Such **Extended Reporting Periods** as set forth in paragraphs (A) or (B) above shall not apply to **Claims** that are covered under any subsequent insurance the **Insured** purchases, or that would be covered but for exhaustion of the limit of insurance applicable to such **Claims**.
- (5) Our Limit of Liability in respect of **Claims** made during the **Extended Reporting Period** shall be part of, and not in addition to, Our Limit of Liability for all **Claims** made during the **Policy Period**.

**(P) CANCELLATION/NON-PAYMENT OF PREMIUM**

- (1) Cancellation: **First Named Insured's** Request

**The First Named Insured** may cancel all coverage under the **Policy** at any time, by giving advanced written notice to the **Company**. Unearned premium will be refunded to the **Named Insured** within a reasonable amount of time in accordance with the customary table and procedure.

- (2) Cancellation – **Company's** Request

Subject to the controlling state's law and mandates of the governing Department of Insurance:

- (i) the Policy can be cancelled by **us** for any reason during the first sixty (60) days the policy is in effect;
- (ii) after the Policy has been in effect for sixty (60) days, it can be cancelled only for one of the following reasons:
  - a. non-payment of premium,
  - b. the policy was obtained through a material misrepresentation,
  - c. any **Insured** violated any of the terms and conditions of the policy,
  - d. the risk originally accepted has measurably increased,
  - e. **we** certify to the governing Department of Insurance of the loss of reinsurance for all or a substantial part of the underlying risk insured; or, a determination by the governing Department of Insurance that the continuation of the **Policy** could place the **us** in violation of the insurance laws of the governing state.
  - e. Except for non-payment of premium, **we** will send a written notice of cancellation to the **Named Insured** identified on the Declarations Page,

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

setting forth the reason(s) for such cancellation, at least thirty (30) days prior to cancellation, at the last mailing address known by **us**. In the event of non-payment of premium, **we** may cancel the policy with ten (10) days of written notice to the **Named Insured** identified on the Declarations Page. If **you** cancel the **Policy**, the premium refund will be calculated in accordance with the customary short rate table procedure. If **we** cancel the **Policy**, the premium refund will be computed on a *pro rata* basis. Refund premium will be payable to the **Named Insured** identified on the Declarations Page.

If **we** cancel the Policy for any reason except non-payment of premiums, the **Named Insured** has the right to appeal such decision.

(3) Non Payment of Premium

The **Policy** premium is due and payable in advance, on or before the **Policy's** effective date. Nonpayment or incomplete payment of the premium owed shall be deemed cancellation by the **Named Insured**. The **Company** will provide ten (10) days advanced written notice to the **First Named Insured** specifying the cancellation date. All coverage will end at 12:01 A.M. Standard Time, at the **First Named Insured** address referenced in the **Declarations**, on that cancellation date. Unearned premium, if any, will be refunded to the **Named Insured**, within a reasonable period of time, on a *pro rata* basis and subject to a 25% minimum earned premium.

(Q) **RENEWAL OF POLICY**

Neither the **First Named Insured** nor **we** have any obligation to renew the **Policy**. Any renewal will be on the **Policy** forms and **Endorsements** then in effect. If **we** elect not to renew the **Policy**, or coverage of any **Insured** thereunder, we will give written notice of nonrenewal, stating the reasons for nonrenewal at least 60 days prior to the expiration of the **Policy Period** to the **Named Insured**. The offer of renewal policy terms, conditions, or premium amount different than those in effect prior to renewal does not constitute nonrenewal.

(R) **INSPECTION**

**We** shall be permitted but not obligated to inspect any **Insured's** property and operations at any time. Neither **our** right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of any **Insured** or others, to determine or warrant that such property or operations are safe, healthful, or in compliance with any law, rule or regulation.

(S) **ARBITRATION**

The **Company** and the **Insureds** acknowledge that this agreement evidences a transaction involving interstate commerce. Any dispute, claim or controversy arising out of, relating to or in connection with the **Policy**, its subject matter or its negotiation, as to the existence, validity, interpretation, performance, non-performance, enforcement, operation, breach of contract, breach of warranty, continuance or termination thereof or any claim alleging fraud, deceit, or suppression of any material fact or breach of fiduciary



**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

duty shall be submitted to binding arbitration in accordance with Title 9 U.S.C. § 1 et seq. (The United States Arbitration Act) and the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration proceeding may be initiated by either party by notice in writing to the other and to the American Arbitration Association. The arbitration shall take place in Carmel, Indiana or, alternatively, in any other venue within the state of Indiana chosen by the **Company**. Each party to arbitration shall bear its own arbitration costs and expenses. However, in the event any party is required to file a petition or commence any such other proceeding to compel arbitration, the arbitrator may award that party reasonable attorneys' fees and costs incurred in having to bring such action. The arbitrator shall have the discretion to order a pre-hearing exchange of information by the parties, including, without limitation, production of requested documents, exchanging of summaries of testimony of proposed witnesses, and examination by deposition of parties. Any arbitration award shall be in writing and shall specify the factual and legal bases of the award. Judgment on the award rendered by the arbitrator shall be final and may be entered in any court having jurisdiction thereof. The provisions hereof shall be a complete defense to any suit, action, or proceeding in any federal, state or local court or before any administrative tribunal with respect to any dispute, claim or controversy arising under the **Policy**.

**(T) BANKRUPTCY OF INSURED**

Insolvency or bankruptcy on the part of any **Insured** will not release the **Company** from the payment of **Loss** due to a covered **Claim**.

**(U) ENTIRE AGREEMENT**

By acceptance of this **Policy**, all **Insureds** agree that this **Policy** embodies all agreements existing between them and the **Company** or any of their agents relating to this insurance. Notice to any agent or knowledge possessed by any agent or other person acting on behalf of the **Company** shall not effect a waiver or a change in any part of this **Policy** or estop the **Company** from asserting any right under the terms of the **Policy**, nor shall the terms be deemed waived or changed except by written Endorsement issued by the **Company** issued to form part of this **Policy**.

**(V) CHANGES IN INSURED'S PRACTICE**

The **First Named Insured** must notify **us** of any change that might affect the terms of this insurance.

**(W) GOVERNING LAW**

The **Policy** shall be construed, and the legal relations between **us** and the **Insureds** (and anyone claiming under the **Insureds**) shall be determined, in accordance with the laws of the state in which the address of the **Named Insured**, as specified in the **Declarations**, is located, except that the Federal Arbitration Act (Title 9 of the United States Code) shall apply to the rights and obligations of the parties to submit any dispute, claim or controversy arising under the policy to arbitration, as provided in Section (S) above. To the extent any of the provisions in this Policy contradict with or are in violation of the insurance laws of the governing state, the governing state's insurance law shall take precedence over the

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

subject provision. All other terms and conditions of the Policy shall remain extant.

**(X) AUTHORIZATION AND NOTICES**

The **First Named Insured** will act on behalf of all **Named Insureds** with respect to the giving or receiving of any notices under this **Policy**; the payment of premiums; and receiving return premiums from, the **Company**; the receiving and acceptance of any endorsements issued to form part of the **Policy**; and the exercising or declining to purchase any **Extended Reporting Period**.

If any **Insured** has a question or complaint regarding this policy, or if **you** have additional questions **you** may contact the **Company** at the following address and telephone number:

**Caitlin Morgan Insurance Services  
5875 Castle Creek Parkway N., Suite 215  
Indianapolis, IN 46250  
Tel.: (317) 575-4440  
Fax: (317) 575-4454**

**SECTION V: EXCLUSIONS**

**(A) EXCLUSIONS APPLICABLE TO INSURING AGREEMENT (A):**

In addition to the EXCLUSIONS listed under SECTION V. (D) below, no coverage will be available under INSURING AGREEMENT (A), and the **Company** will not pay any **Loss** or **Defense Expenses**, for any **Claim** resulting from a **Wrongful Act** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged:

- (1) **Wrongful Act** committed while the professional license or registration to operate the **Insured** facility was suspended, revoked, surrendered, or otherwise terminated.
- (2) **Wrongful Act** committed while the **Insured's** professional license to dispense controlled substances was suspended, revoked, surrendered, or otherwise terminated.
- (3) **Property Damage**;
- (4) **Personal Injury** or **Advertising Injury**, except to the extent that such **Personal Injury** or **Advertising Injury**:
  - (a) relates to the rendering of failure to render **Professional Services**; or
  - (b) qualifies as **Medical Advertising Injury** as defined in subparagraph 6 of the DEFINITION of **Advertising Injury**.
- (5) services performed by a licensed medical professional, including, but not limited

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

to a physician, surgeon, dentist, chiropractor, podiatrist, osteopath, nurse midwife or nurse anesthetist; but this EXCLUSION shall not apply to services performed by an **Employee** of the **Insured**,

(6) **Loss:**

- (i) in excess of the statutory limitations upon the total amount recoverable for any injury or death of a patient of professional malpractice.

**(B) EXCLUSIONS APPLICABLE TO INSURING AGREEMENT (B):**

In addition to the EXCLUSIONS listed under SECTION VII. (D) below, no coverage will be available under INSURING AGREEMENT (B) and the **Company** will not pay **Loss** or **Defense Expenses** for **Claims** based upon, arising out of, directly or indirectly relating to or in any way involving:

- (1) **Professional Services;**
- (2) **Administration** of an **Employee Benefits Program;**
- (3) **Property Damage** to:
  - (i) property you own, rent or occupy;
  - (ii) premises you sell, give away or abandon, if the **Property Damage** arises out of any part of those premises;
  - (iii) property loaned to you;
  - (iv) personal property in the care, custody or control of the **Insured**;
  - (v) that particular part of the real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the **Property Damage** arises out of those operations; or
  - (vi) that particular part of any property that must be restored, repaired or replaced because the **Insured Work** was incorrectly performed on it.

Paragraph (ii) of this EXCLUSION does not apply if the premises are the **Insured Work** and were never occupied, rented or held for rental by you.

Paragraphs (iii), (iv), (v), and (vi) of this EXCLUSION do not apply to liability assumed under a sidetrack agreement.

Paragraph (vi) of this EXCLUSION does not apply to **Property Damage** included in the **Products-Completed Operations Hazard**.



**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

- (4) **Property Damage** to the **Insured Product** arising out of it or any part of it.
- (5) **Property Damage** to **Insured Work** arising out of it or any part of it and included in the **Products-Completed Operations Hazard**.

This EXCLUSION does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

- (6) **Property Damage** to **Impaired Property** or property that has not been physically injured arising out of:
  - (i) a defect, deficiency, inadequacy or dangerous condition in the **Insured Product** or **Insured Work**; or
  - (ii) a delay, or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This EXCLUSION does not apply to the loss of use of other property arising out of sudden and accidental physical injury to the **Insured Product** or **Insured Work** after it has been put to its intended use.

- (7) Any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:
  - (ii) **Insured Product**;
  - (iii) **Insured Work**; or
  - (iv) **Impaired Property**;

if such a product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

These EXCLUSIONS do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in SECTION V – LIMITS OF LIABILITY.

- (8) **Personal Injury** or **Advertising Injury** :
  - (i) arising out of oral or written publication of material, if done by or at the direction of the **Insured** with knowledge of its falsity;
  - (ii) arising out of oral or written publication of material whose first publication took place before the beginning of the **Policy Period**;
  - (iii) arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the **Insured**.
- (9) **Advertising Injury** arising out of:

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

- (i) breach of contract, other than misappropriation of advertising ideas under an implied contract;
  - (ii) the failure of goods, products, or services to conform with advertised quality or performance;
  - (iii) the wrong description of the price of goods, products or services; or
  - (iv) an offense committed by an **Insured** whose business is advertising, broadcasting, publishing or telecasting.
- (10) terrorism, including to but not limited to any act(s) of force or violence:
- (i) for political, religious, or other ends;
  - (ii) directed or intended to cause the overthrow or influence the government de jure or de facto; or
  - (iii) directed or intended to put the public or any part thereof in fear, committed by any person(s) acting alone, or in connection with or on behalf of any group or organization.

**(C) EXCLUSIONS APPLICABLE TO INSURING AGREEMENT (C):**

In addition to the EXCLUSIONS listed in SECTION VII. (D) below, no coverage will be available under INSURING AGREEMENT (C), and the **Company** will not pay any **Loss** or **Defense Expenses**, for any **Claim** based upon, arising out of, directly or indirectly resulting from, in consequence of, or in any way involving any actual or alleged:

- (1) **Wrongful Act** that happened before the **Retroactive Date**;
- (2) **Advertising Injury, Bodily Injury, Personal Injury, Property Damage or Professional Services**;
- (2) failure of performance by any insurer;
- (4) failure of securities or other investments to perform as represented or advice given to an **Employee** to participate or not to participate in stock subscription or other benefit programs; provided, that for purposes of this EXCLUSION, "security" means a security of any nature whatsoever including, without limitation, stocks, shares, bonds, debentures, options, derivatives, partnership interests, limited liability company interests, any other form of debt or equity instrument and any other forms of ownership interest; or
- (5) insufficiency of funds to meet any obligations of **Employee Benefits Programs**.

**(D) EXCLUSIONS APPLICABLE TO INSURING AGREEMENTS (A), (B), and (C):**

This **Policy** shall not provide any coverage under INSURING AGREEMENTS (A), (B), or (C) (D) for any **Loss** or **Defense Expenses** and does not apply to any **Claim** based upon,

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

arising out of, directly or indirectly relating to or in any way involving:

- (1) A **Wrongful Act, Occurrence or Offense** that happened before the **Retroactive Date** or on or after the **Retroactive Date** if, on the inception date of this **Policy**, the **Insured** knew, had been told, should have known or had notified a prior insurance carrier that such **Wrongful Act, Occurrence or Offense** would or could result in a **Claim**;
- (2) disputes about **your** fees or charges, including collection of fees from third parties, or any claim by a person or organization, including any supplier, patient or third party payor, that alleges improper or excessive billing for the cost of the **Named Insured's** goods or services;
- (3) **Bodily Injury** to:
  - (i) an **Employee** of the **Named Insured** arising out of or in the course of:
    - a. employment by the **Named Insured**, or
    - b. performing duties related to the conduct of the **Named Insured's** business; or
  - (ii) the spouse, child, parent, brother or sister of that **Employee** as a consequence of the events described in Paragraph (i) above.

This EXCLUSION applies whether the **Insured** may be liable as an employer or in any other capacity.

This EXCLUSION does not apply to **Claims** under INSURING AGREEMENT B involving liability assumed by the **Insured** under an **Insured Contract**;

- (4) any obligation you have under any workers compensation, disability benefits or unemployment compensation law or any similar law;
- (5) the **Insured's** activities and/or capacity as a fiduciary under the Employee Retirement Income Security Act of 1974 and its amendments or any regulation or orders issued pursuant thereto;
- (6) any liability arising out of any **Employment Practices**. However, solely with respect to INSURING AGREEMENT (A), this EXCLUSION does not apply to **Professional Services** performed by an **Insured** as a member of a board or committee when engaged in **Peer Review** or **Utilization Review**;
- (7) any liability arising out of actual or alleged involvement in any:
  - (i) antitrust law violation; or
  - (ii) agreement or conspiracy to restrain trade;
- (8) any **Bodily Injury, Property Damage, Personal Injury** or **Advertising Injury**

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

expected or intended from the standpoint of the **Insured**;

- (9) alleged or real acts of discrimination, humiliation or harassment by any **Insured** based on age, health, sex, sexual preference, disability, race, country of origin or religion;
- (10) express warranties or guarantees made by any **Insured**;
- (11) the real or alleged use or misuse of funds, grants or appropriations or for the return of such funds, grants or appropriations for any reason;
- (12) any actual or alleged failure, malfunction or inadequacy of electronic data processing equipment or media. This EXCLUSION does not apply to a **Claim** arising out of the dispensing of drugs, life monitoring or elopement;
- (13) **Bodily Injury** to any person arising out of exposure to lead;
- (14) a criminal act or fraud or dishonesty committed by any **Insured**;
- (15) liability under any contract or agreement. This EXCLUSION does not apply to liability that you would have in the absence of a contract or agreement or, under INSURING AGREEMENT (B), for liability assumed in an **Insured Contract**;
- (16) the ownership, maintenance, use or entrustment of any aircraft, **Auto** or watercraft owned or operated by or for the benefit or rented or loaned to any **Insured**. Use includes operation and **Loading** or **Unloading**;
- (17) **Bodily Injury** or **Property Damage** for which any **Insured** may be held liable by reason of:
  - (i) causing or contributing to the intoxication of any person;
  - (ii) the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
  - (iii) any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages;
- (18) **Bodily Injury** or **Property Damage** which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of **Pollutants** at any time. However, this EXCLUSION does not apply to **Bodily Injury** or **Property Damage** caused by heat, smoke or fumes from a hostile fire:
  - (i) at or from any premises, you own, rent or occupy;
  - (ii) at or from any site or location on which you or any of your contractors working directly or indirectly on your behalf are performing operations, if the **Pollutants** are brought to the site or location in connection with such operations;

As used in this EXCLUSION, a hostile fire means one which becomes

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

uncontrollable or breaks out from where it was intended to be.

- (19) any loss, cost, expense or liability arising out of any:
  - a. request, demand or order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **Pollutants**; or
  - b. **Claim** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of **Pollutants**;
- (20) any liability arising out of or related in any way to asbestos or asbestos-containing materials;
- (21) any liability arising out of:
  - (i) exposure to, or the manifestation, release, dispersal, seepage, migration, discharge, appearance, presence, reproduction or growth of, **Mold**;
  - (ii) loss, cost, expense or charge to test, monitor, clean up, remediate, mitigate, remove, contain, treat, detoxify, neutralize, rehabilitate, or in any way respond to or assess the effect(s) of **Mold**;
  - (iii) any cost, expense, charge, fine or penalty incurred, sustained or imposed by order, direction, request or agreement of any court, governmental agency, regulatory body or civil, public or military authority in connection with or in any way relating to **Mold**;
- (22) sexual misconduct, including:
  - (i) any welcome or unwelcome conduct, physical acts, gestures or spoken or written words of a sexual nature, including without limitation, sexual intimacy (even if consensual), sexual molestation, sexual assault, sexual battery, sexual abuse, sexual harassment, sexual exploitation or any sexual act; and
  - (ii) the negligent employment, investigation, supervision, hiring, training, retention, or report or failure to report to proper authorities of a person for whom any **Insured** is or whoever was responsible and whose conduct would be excluded in (i) above;
- (23) Any **claim** brought by or on behalf of any **insured** or by any other corporation or entity under which an **insured** as defined by this policy holds majority ownership or active managerial or operational duties.
- (24) any **Claim** brought by or on behalf of, any local, state or federal regulatory agency or other governmental entity, including, but not limited to, health care fraud and abuse proceedings initiated against an Insured by the U.S. Department of Health and Human Services (HHS) or by any utilization or quality review organization under contract with the HHS;

**MIDWEST INSURANCE GROUP, INC.,  
A RISK RETENTION GROUP**

**This is a Claims Made and Reported Long Term Health Care Facility  
Professional Liability, General Liability and Employee Benefits Liability Policy**

- (25) any liability arising, directly or indirectly, out of:
  - (i) war, including undeclared or civil war;
  - (ii) warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
  - (iii) insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in defending against any of these.

**(E) EXCLUSIONS APPLICABLE TO INSURING AGREEMENTS (B), (C), (D), and (E):**

This **Policy** shall not provide any coverage under INSURING AGREEMENTS (B), (C), (D) or (E) for any **Loss, Defense Expense, Evacuation Expense** or **Public Relations Expense** and does not apply to any **Claim** based upon, arising out of, directly or indirectly relating to or in any way involving:

- (1) **Cyber Loss**, regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- (2) loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**. Loss of use or reduction in functionality of **Data** and or amounts incurred in connection with the repair, replacement, restoration or reproduction of any **Data** do not constitute **Property Damage, Personal Injury** or **Advertising Injury**.

"Alpha Health Care Properties, LLC"	DBA	GL Occ Limit
741 South Beneva Road Operations LLC	Beneva Lakes Healthcare and Rehabilitation Center	\$100,000
702 South Kings Avenue Operations LLC	Central Park Healthcare and Rehabilitation Center	\$100,000
3110 Oakbridge Boulevard Operations LLC	Oakbridge Healthcare Center	\$100,000
6414 13th Road South Operations LLC	Wood Lake Health and Rehabilitation Center	\$100,000
Catalina Gardens Health Care Associates, LLC	The Brookshire	\$100,000
2939 South Haverhill Road Operations LLC	Coral Bay Healthcare and Rehabilitation	\$100,000
9311 South Orange Blossom Trail Operations LLC	The Parks Healthcare and Rehabilitation Center	\$100,000
741 South Beneva Road Operations, LLC	Beneva Lakes Assisted Living Center	\$100,000
1820 Shore Drive Operations LLC	The Health and Rehabilitation Centre at Dolphins View	\$250,000
"Centennial Healthcare Properties, LLC"	DBA	GL Occ Limit
Glenburney HealthCare, LLC	Glenburney Health Care and Rehabilitation Center	\$250,000
Riley HealthCare, LLC	The Oaks Rehabilitation and Healthcare Center	\$250,000
Winona Manor HealthCare, LLC	Winona Manor Health Care and Rehabilitation Center	\$250,000
McComb HealthCare, LLC	Courtyard Rehabilitation and Healthcare	\$250,000
Hilltop Mississippi HealthCare, LLC	Hilltop Manor Health and Rehabilitation Center	\$250,000
Starkville Manor HealthCare, LLC	Starkville Manor Health Care and Rehabilitation Center	\$250,000
Brownsboro Hills HealthCare, LLC		\$0
Parkview Healthcare, LLC		\$0
"Consulate MZHBS Leaseholdings, LLC Consulate NHCG Leaseholdings, LLC"	DBA	GL Occ Limit
Osprey Nursing and Rehabilitation Center, LLC	Osprey Nursing Home	\$400,000
Baya Nursing and Rehabilitation, LLC	Baya Pointe Nursing and Rehabilitation Center	\$400,000
Floridian Facility Operations, LLC	Floridian Nursing and Rehabilitation Center	\$400,000
MZHBS Leaseholdings, LLC		
Consulate NHCG Leaseholdings, LLC		



"Epsilon Healthcare Properties, LLC"	DBA	GL Occ Limit
6305 Cortez Road West Operations, LLC	Bradenton Health Care	\$125,000
15204 West Colonial Drive Operations LLC	Colonial Lakes Health Care	\$125,000
3825 Countryside Boulevard Operations LLC	Countryside Rehab and Healthcare Center	\$125,000
195 Mattie M. Kelly Boulevard Operations LLC	Destin Healthcare and Rehabilitation Center	\$125,000
1111 Drury Lane Operations LLC	Englewood Healthcare and Rehabilitation Center	\$125,000
518 West Fletcher Avenue Operations LLC	Fletcher Health and Rehabilitation Center	\$125,000
Green Cove Facility Operations, LLC	Green Cove Springs Rehabilitation and Care Center	\$125,000
2916 Habana Way Operations LLC	Habana Health Care Center	\$125,000
2333 North Brentwood Circle Operations LLC	Health Center at Brentwood	\$125,000
777 Ninth Street North Operations LLC	Heritage Healthcare and Rehabilitation Center	\$125,000
2826 Cleveland Avenue Operations LLC	Heritage Park Rehabilitation and Healthcare	\$125,000
1445 Howell Avenue Operations LLC	Heron Pointe Health and Rehabilitation	\$125,000
125 Alma Boulevard Operations LLC	Island Health and Rehabilitation Center	\$125,000
Donegan Square Health Care Associates, LLC	Keystone Villas Assisted Living Center	\$125,000
1061 Virginia Street Operations LLC	Lakeside Oaks Care Center	\$125,000
1507 South Tuttle Avenue Operations LLC	Magnolia Health and Rehabilitation Center	\$125,000
6700 NW 10th Place Operations LLC	North Florida Rehabilitation and Specialty Care	\$125,000
5405 Babcock Street Operations LLC	The Palms Rehabilitation and Healthcare Center	\$125,000
5065 Wallis Road Operations LLC	Renaissance Health and Rehabilitation	\$125,000
3920 Rosewood Way Operations LLC	Rosewood Health and Rehabilitation Center	\$125,000
1937 Jenks Avenue Operations LLC	Sea Breeze Health Care	\$125,000
10040 Hillview Road Operations LLC	University Hills Health and Rehabilitation	\$125,000
Edinborough Square Health Care Associates, LLC	The Villas at Lakeside Oaks	\$125,000
1010 Carpenters Way Operations LLC	Wedgewood Healthcare Center	\$125,000
1465 Oakfield Drive Operations LLC	Brandon Health and Rehabilitation Center	\$125,000
Brentwood Meadow Health Care Associates, LLC	Brentwood Retirement Community	\$125,000
216 Santa Barbara Boulevard Operations LLC	Coral Trace Health Care	\$125,000
1851 Elkcarn Boulevard Operations LLC	Deltona Health Care	\$125,000
626 North Tyndall Parkway Operations LLC	Emerald Shores Health and Rehabilitation	\$125,000



3735 Evans Avenue Operations LLC	Evans Health Care	\$125,000
3001 Palm Coast Parkway Operations LLC	Grand Oaks Health and Rehabilitation Center	\$125,000
1026 Albee Farm Road Operations LLC	Bay Breeze Health and Rehabilitation Center	\$125,000
3101 Ginger Drive Operations LLC	Heritage Healthcare Center at Tallahassee	\$125,000
4200 Washington Street Operations LLC	Hilcrest Health Care and Rehabilitation Center	\$125,000
1120 West Donegan Avenue Operations LLC	Keystone Rehabilitation and Health Center	\$125,000
710 North Sun Drive Operations LLC	Lake Mary Health and Rehabilitation Center	\$125,000
9035 Bryan Dairy Road Operations LLC	Bardmoor Oaks Healthcare and Rehabilitation Center	\$125,000
Perry Facility Operations, LLC	Perry Oaks Health Care	\$125,000
650 Reed Canal Road Operations LLC	Oaktree Healthcare	\$125,000
4641 Old Canoe Creek Road Operations LLC	Plantation Bay Rehabilitation Center	\$125,000
7950 Lake Underhill Road Operations LLC	Rio Pinar Health Care	\$125,000
9355 San Jose Boulevard Operations LLC	San Jose Health and Rehabilitation Center	\$125,000
2401 NE 2nd Street Operations LLC	SeaView Nursing and Rehabilitation Center	\$125,000
500 South Hospital Drive Operations LLC	Shoal Creek Rehabilitation Center	\$125,000
1550 Jess Parish Court Operations LLC	Vista Manor	\$125,000
12170 Cortez Boulevard Operations LLC	Spring Hill Health and Rehabilitation Center	\$125,000
6111 South 13th Street Operations LLC	Fort Pierce Health Care	\$250,000
11565 Harts Road Operations LLC	Harts Harbor Health Care Center	\$300,000
Level Up Staffing LLC		\$1,000,000
1615 Miami Road Operations LLC	Harbor Beach Nursing and Rehabilitation Center	\$125,000
Hurstbourne Healthcare, LLC	Hurstbourne Care Centre at Stony Brook	\$0
<b>"LV CHC Holdings I, LLC"</b>		<b>GL Occ Limit</b>
West Altamonte Facility Operations, LLC	Living Center at West Altamonte	\$300,000
Jacksonville Facility Operations, LLC	Raydiant Health Care of Jacksonville	\$300,000
Lakeland Facility Operations, LLC	Consulate Health Care of Lakeland	\$300,000
Tallahassee Facility Operations, LLC	Tallahassee Living Center	\$300,000
New Port Richey Facility Operations, LLC	Raydiant Health Care of New Port Richey	\$300,000
Orange Park Facility Operations, LLC	Raydiant Health Care of Orange Park	\$300,000
Port Charlotte Facility Operations, LLC	Port Charlotte Living Center	\$300,000

Sarasota Facility Operations, LLC	NSPIRE Healthcare Sarasota	\$300,000
West Palm Beach Facility Operations, LLC	Consulate Health Care of West Palm Beach	\$300,000
Brandon Facility Operations, LLC	Raydiant Health Care of Brandon	\$300,000
Miami Facility Operations, LLC	Franco Nursing & Rehabilitation Center	\$300,000
Lake Parker Facility Operations, LLC	Consulate Health Care of Lake Parker	\$300,000
Bayonet Point Facility Operations, LLC	Bayonet Point Living Center	\$300,000
Kissimmee Facility Operations, LLC	Living Center of Kissimmee	\$300,000
St. Petersburg Facility Operations, LLC	Living Center of St. Petersburg	\$300,000
Melbourne Facility Operations, LLC	NSPIRE Healthcare Melbourne	\$300,000
North Fort Myers Facility Operations, LLC	Raydiant Health Care of North Fort Myers	\$300,000
Pensacola Facility Operations, LLC	Living Center of Pensacola	\$300,000
Safety Harbor Facility Operations, LLC	Living Center of Safety Harbor	\$300,000
Vero Beach Facility Operations, LLC	Consulate Health Care of Vero Beach	\$300,000
Winter Haven Facility Operations, LLC	Consulate Health Care of Winter Haven	\$300,000
"NSPR Care Centers, LLC"	DBA	GL Occ Limit
2599 NW 55th Avenue Operations, LLC		\$1,000,000
5901 NW 79th Avenue Operations, LLC		\$1,000,000
9400 SW 137th Avenue Operations, LLC		\$1,000,000
NSPRMC, LLC		\$1,000,000
5725 NW 186th Street Operations, LLC		\$1,000,000
6931 W. Sunrise Boulevard Operations, LLC		\$1,000,000
MLMN Master Tenant, LLC		\$1,000,000
4294 3rd Avenue Operations, LLC	Chipola Health and Rehabilitation Center	\$1,000,000
1530 Broad Avenue Operations, LLC	Coastal Health and Rehabilitation Center	\$1,000,000
538 Menge Avenue Operations, LLC	Pass Christian Health and Rehabilitation Center	\$1,000,000
340 DeSota Avenue Ext Operations, LLC	Greenbough Health and Rehabilitation Center	\$1,000,000
1199 Ocean Springs Road Operations, LLC	Ocean Springs Health and Rehabilitation Center	\$1,000,000
1304 Walnut Street Operations, LLC	Pine View Health and Rehabilitation Center	\$1,000,000

LaVie Care Centers LLC	DBA	GL Occ Limit
FC Investors XXI, LLC		
Tosturi, LLC		
Onetete, LLC		
Rispetto, LLC		
Josera, LLC dba Independence Living Centers		
Lidenskab dba Raydiant Healthcare		
Consulate Management Company III, LLC dba Consulate Health Care		
Florida Healthcare Properties, LLC		
LVE Holdco, LLC		

"Alpha Health Care Properties, LLC"	GL Agg Limit	PL Occ Limit	PL Agg Limit	Prod/Compl Operations	Pers & Adv Injury Limit	Damage to Prem Rent Limit
741 South Beneva Road Operations LLC	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000
702 South Kings Avenue Operations LLC	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000
3110 Oakbridge Boulevard Operations LLC	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000
6414 13th Road South Operations LLC	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000
Catalina Gardens Health Care Associates, LLC	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000
2939 South Haverhill Road Operations LLC	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000
9311 South Orange Blossom Trail Operations LLC	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000
741 South Beneva Road Operations, LLC	\$300,000	\$100,000	\$300,000	\$100,000	\$100,000	\$100,000
1820 Shore Drive Operations LLC	\$500,000	\$250,000	\$500,000	\$500,000	\$250,000	\$250,000
"Centennial Healthcare Properties, LLC"	GL Agg Limit	PL Occ Limit	PL Agg Limit	Prod/Compl Operations	Pers & Adv Injury Limit	Damage to Prem Rent Limit
Glenburney HealthCare, LLC	\$500,000	\$250,000	\$500,000	\$250,000	\$250,000	\$250,000
Riley HealthCare, LLC	\$500,000	\$250,000	\$500,000	\$250,000	\$250,000	\$250,000
Winona Manor HealthCare, LLC	\$500,000	\$250,000	\$500,000	\$250,000	\$250,000	\$250,000
McComb HealthCare, LLC	\$500,000	\$250,000	\$500,000	\$250,000	\$250,000	\$250,000
Hilltop Mississippi HealthCare, LLC	\$500,000	\$250,000	\$500,000	\$250,000	\$250,000	\$250,000
Starkville Manor HealthCare, LLC	\$500,000	\$250,000	\$500,000	\$250,000	\$250,000	\$250,000
Brownsboro Hills HealthCare, LLC	\$0	\$250,000	\$500,000	\$0	\$0	\$0
Parkview Healthcare, LLC	\$0	\$250,000	\$500,000	\$0	\$0	\$0
"Consulate MZHBS Leaseholdings, LLC Consulate NHCG Leaseholdings, LLC"	GL Agg Limit	PL Occ Limit	PL Agg Limit	Prod/Compl Operations	Pers & Adv Injury Limit	Damage to Prem Rent Limit
Osprey Nursing and Rehabilitation Center, LLC	\$1,000,000	\$400,000	\$1,000,000	\$400,000	\$400,000	\$400,000
Baya Nursing and Rehabilitation, LLC	\$1,000,000	\$400,000	\$1,000,000	\$400,000	\$400,000	\$400,000
Floridian Facility Operations, LLC	\$1,000,000	\$100,000	\$1,000,000	\$400,000	\$400,000	\$400,000
MZHBS Leaseholdings, LLC						
Consulate NHCG Leaseholdings, LLC						

"Epsilon Healthcare Properties, LLC"	GL Agg Limit	PL Occ Limit	PL Agg Limit	Prod/Compl Operations	Pers & Adv Injury Limit	Damage to Prem Rent Limit
6305 Cortez Road West Operations, LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
15204 West Colonial Drive Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
3825 Countryside Boulevard Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
195 Mattie M. Kelly Boulevard Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
1111 Drury Lane Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
518 West Fletcher Avenue Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
Green Cove Facility Operations, LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
2916 Habana Way Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
2333 North Brentwood Circle Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
777 Ninth Street North Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
2826 Cleveland Avenue Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
1445 Howell Avenue Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
125 Alma Boulevard Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
Donegan Square Health Care Associates, LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
1061 Virginia Street Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
1507 South Tuttle Avenue Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
6700 NW 10th Place Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
5405 Babcock Street Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
5065 Wallis Road Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
3920 Rosewood Way Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
1937 Jenks Avenue Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
10040 Hillview Road Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
Edinborough Square Health Care Associates, LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
1010 Carpenters Way Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
1465 Oakfield Drive Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
Brentwood Meadow Health Care Associates, LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
216 Santa Barbara Boulevard Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
1851 Elkcam Boulevard Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
626 North Tyndall Parkway Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000

3735 Evans Avenue Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
3001 Palm Coast Parkway Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
1026 Albee Farm Road Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
3101 Ginger Drive Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
4200 Washington Street Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
1120 West Donegan Avenue Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
710 North Sun Drive Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
9035 Bryan Dairy Road Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
Perry Facility Operations, LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
650 Reed Canal Road Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
4641 Old Canoe Creek Road Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
7950 Lake Underhill Road Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
9355 San Jose Boulevard Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
2401 NE 2nd Street Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
500 South Hospital Drive Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
1550 Jess Parish Court Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
12170 Cortez Boulevard Operations LLC	\$375,000	\$125,000	\$375,000	\$125,000	\$125,000	\$125,000
611 South 13th Street Operations LLC	\$500,000	\$250,000	\$500,000	\$500,000	\$500,000	\$500,000
11565 Harts Road Operations LLC	\$1,000,000	\$125,000	\$375,000	\$1,000,000	\$125,000	\$125,000
Level Up Staffing LLC	\$3,000,000	\$1,000,000	\$3,000,000	\$100,000	\$125,000	\$125,000
1615 Miami Road Operations LLC	\$375,000	\$125,000	\$375,000	\$1,000,000	\$125,000.00	\$125,000
Hurstbourne Healthcare, LLC	\$0	\$250,000	\$500,000	\$0	\$0	\$0
<b>"LV CHC Holdings I, LLC"</b>						
West Altamonte Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Jacksonville Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Lakeland Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Tallahassee Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
New Port Richey Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Orange Park Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Port Charlotte Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000



Sarasota Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
West Palm Beach Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Brandon Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Miami Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Lake Parker Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Bayonet Point Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Kissimmee Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
St. Petersburg Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Melbourne Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
North Fort Myers Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Pensacola Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Safety Harbor Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Vero Beach Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
Winter Haven Facility Operations, LLC	\$300,000	\$100,000	\$1,000,000	\$250,000	\$250,000	\$250,000
"NSPR Care Centers, LLC"	GL Agg Limit	PL Occ Limit	PL Agg Limit	Prod/Compl Operations	Pers & Adv Injury Limit	Damage to Prem Rent Limit
2599 NW 55th Avenue Operations, LLC	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000
5901 NW 79th Avenue Operations, LLC	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000
9400 SW 137th Avenue Operations, LLC	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000
NSPRMC, LLC	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000
5725 NW 186th Street Operations, LLC	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000
6931 W. Sunrise Boulevard Operations, LLC	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000
MLMN Master Tenant, LLC	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000
4294 3rd Avenue Operations, LLC	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000
1530 Broad Avenue Operations, LLC	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000
538 Menge Avenue Operations, LLC	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000
340 DeSota Avenue Ext Operations, LLC	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000
1199 Ocean Springs Road Operations, LLC	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000
1304 Walnut Street Operations, LLC	\$2,000,000	\$125,000	\$375,000	\$2,000,000	\$1,000,000	\$1,000,000

LaVie Care Centers LLC	GL Agg Limit	PL Occ Limit	PL Agg Limit	Prod/Compl Operations	Pers & Adv Injury Limit	Damage to Prem Rent Limit
FC Investors XXI, LLC						
Tosturi, LLC						
Onetete, LLC						
Rispetto, LLC						
Josera, LLC dba Independence Living Centers						
Lidenskab dba Raydiant Healthcare						
Consulate Management Company III, LLC dba Consulate Health Care						
Florida Healthcare Properties, LLC						
LVE Holdco, LLC						



"Alpha Health Care Properties, LLC"	Med Pay	Emp Ben Liab Each	Emp Ben Liab Agg	Comb Agg	Self Ins Retention
741 South Beneva Road Operations LLC	\$0	\$50,000	\$885,000	\$885,000	\$0
702 South Kings Avenue Operations LLC	\$0	\$50,000	\$885,000	\$885,000	\$0
3110 Oakbridge Boulevard Operations LLC	\$0	\$50,000	\$885,000	\$885,000	\$0
6414 13th Road South Operations LLC	\$0	\$50,000	\$885,000	\$885,000	\$0
Catalina Gardens Health Care Associates, LLC	\$0	\$50,000	\$885,000	\$885,000	\$0
2939 South Haverhill Road Operations LLC	\$0	\$50,000	\$885,000	\$885,000	\$0
9311 South Orange Blossom Trail Operations LLC	\$0	\$50,000	\$885,000	\$885,000	\$0
741 South Beneva Road Operations, LLC	\$0	\$50,000	\$885,000	\$885,000	\$0
1820 Shore Drive Operations LLC	\$0	\$50,000	\$885,000	\$885,000	\$0
"Centennial Healthcare Properties, LLC"	Med Pay	Emp Ben Liab Each	Emp Ben Liab Agg	Comb Agg	Self Ins Retention
Glenburney HealthCare, LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Riley HealthCare, LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Winona Manor HealthCare, LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
McComb HealthCare, LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Hilltop Mississippi HealthCare, LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Starkville Manor HealthCare, LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Brownsboro Hills HealthCare, LLC	\$0	\$0	\$0	\$500,000	\$0
Parkview Healthcare, LLC	\$0	\$0	\$0	\$500,000	\$0
"Consulate MZHBS Leaseholdings, LLC Consulate NHCG Leaseholdings, LLC"	Med Pay	Emp Ben Liab Each	Emp Ben Liab Agg	Comb Agg	Self Ins Retention
Osprey Nursing and Rehabilitation Center, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Baya Nursing and Rehabilitation, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Floridian Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
MZHBS Leaseholdings, LLC					
Consulate NHCG Leaseholdings, LLC					

"Epsilon Healthcare Properties, LLC"	Med Pay	Emp Ben Liab Each	Emp Ben Liab Agg	Comb Agg	Self Ins Retention
6305 Cortez Road West Operations, LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
15204 West Colonial Drive Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
3825 Countryside Boulevard Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
195 Mattie M. Kelly Boulevard Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1111 Drury Lane Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
518 West Fletcher Avenue Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Green Cove Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
2916 Habana Way Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
2333 North Brentwood Circle Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
777 Ninth Street North Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
2826 Cleveland Avenue Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1445 Howell Avenue Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
125 Alma Boulevard Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Donegan Square Health Care Associates, LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1061 Virginia Street Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1507 South Tuttle Avenue Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
6700 NW 10th Place Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
5405 Babcock Street Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
5065 Wallis Road Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
3920 Rosewood Way Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1937 Jenks Avenue Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
10040 Hillview Road Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Edinborough Square Health Care Associates, LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1010 Carpenters Way Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1465 Oakfield Drive Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Brentwood Meadow Health Care Associates, LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
216 Santa Barbara Boulevard Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1851 Elkcam Boulevard Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
626 North Tyndall Parkway Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0

3735 Evans Avenue Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
3001 Palm Coast Parkway Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1026 Albee Farm Road Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
3101 Ginger Drive Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
4200 Washington Street Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1120 West Donegan Avenue Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
710 North Sun Drive Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
9035 Bryan Dairy Road Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Perry Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
650 Reed Canal Road Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
4641 Old Canoe Creek Road Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
7950 Lake Underhill Road Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
9355 San Jose Boulevard Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
2401 NE 2nd Street Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
500 South Hospital Drive Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1550 Jess Parish Court Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
12170 Cortez Boulevard Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
6111 South 13th Street Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
11565 Harts Road Operations LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
Level Up Staffing LLC	\$0	\$50,000	\$1,000,000	\$3,000,000	\$0
1615 Miami Road Operations LLC	\$0				\$0
Hurstbourne Healthcare, LLC	\$0	\$0	\$0	\$500,000	\$0
<b>"LV CHC Holdings I, LLC"</b>					<b>Self Ins Retention</b>
West Altamonte Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Jacksonville Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Lakeland Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Tallahassee Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
New Port Richey Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Orange Park Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Port Charlotte Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0

Sarasota Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
West Palm Beach Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Brandon Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Miami Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Lake Parker Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Bayonet Point Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Kissimmee Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
St. Petersburg Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Melbourne Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
North Fort Myers Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Pensacola Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Safety Harbor Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Vero Beach Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
Winter Haven Facility Operations, LLC	\$0	\$50,000	\$1,000,000	\$1,000,000	\$0
"NSPR Care Centers, LLC"	Med Pay	Emp Ben Liab Each	Emp Ben Liab Agg	Comb Agg	Self Ins Retention
2599 NW 55th Avenue Operations, LLC	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
5901 NW 79th Avenue Operations, LLC	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
9400 SW 137th Avenue Operations, LLC	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
NSPRMC, LLC	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
5725 NW 186th Street Operations, LLC	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
6931 W. Sunrise Boulevard Operations, LLC	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
MLMN Master Tenant, LLC	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
4294 3rd Avenue Operations, LLC	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
1530 Broad Avenue Operations, LLC	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
538 Menge Avenue Operations, LLC	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
340 DeSota Avenue Ext Operations, LLC	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
1199 Ocean Springs Road Operations, LLC	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0
1304 Walnut Street Operations, LLC	\$0	\$50,000	\$1,000,000	\$2,000,000	\$0

LaVie Care Centers LLC	Med Pay	Emp Ben Liab Each	Emp Ben Liab Agg	Comb Agg	Self Ins Retention
FC Investors XXI, LLC					
Tosturi, LLC					
Onetete, LLC					
Rispetto, LLC					
Josera, LLC dba Independence Living Centers					
Lidenskab dba Raydiant Healthcare					
Consulate Management Company III, LLC dba Consulate Health Care					
Florida Healthcare Properties, LLC					
LVE Holdco, LLC					

"Alpha Health Care Properties, LLC"	Street Address	City	State	Zip Code
741 South Beneva Road Operations LLC	741 S. Beneva Road	Sarasota	FL	34232
702 South Kings Avenue Operations LLC	702 South Kings Avenue	Brandon	FL	33511
3110 Oakbridge Boulevard Operations LLC	3110 Oakbridge Boulevard East	Lakeland	FL	33803
6414 13th Road South Operations LLC	6414 13th Road South	West Palm Beach	FL	33415
Catalina Gardens Health Care Associates, LLC	85 Bulldog Boulevard	Melbourne	FL	32901
2939 South Haverhill Road Operations LLC	2939 S. Haverhill Road	West Palm Beach	FL	33415
9311 South Orange Blossom Trail Operations LLC	9311 S. Orange Blossom Trail	Orlando	FL	32837
741 South Beneva Road Operations, LLC	743 S. Beneva Road	Sarasota	FL	34232
1820 Shore Drive Operations LLC	1820 Shore Drive S.	South Pasadena	FL	33707
"Centennial Healthcare Properties, LLC"	Street Address	City	State	Zip Code
Glenburney HealthCare, LLC	555 John R. Junkin Drive	Natchez	MS	39120
Riley HealthCare, LLC	3716 Highway 39 N	Meridian	MS	39301
Winona Manor HealthCare, LLC	627 Middleton Road	Winona	MS	38967
McComb HealthCare, LLC	501 S. Locust Street	McComb	MS	39648
Hilltop Mississippi HealthCare, LLC	101 Kirkland Street	Union	MS	39365
Starkville Manor HealthCare, LLC	1001 Hospital Road	Starkville	MS	39759
Brownsboro Hills HealthCare, LLC	2141 Sycamore Avenue	Louisville	KY	40206
Parkview Healthcare, LLC	200 Nursing Home Lane	Pikeville	KY	41501
"Consulate MZHBS Leaseholdings, LLC Consulate NHCG Leaseholdings, LLC"	Street Address	City	State	Zip Code
Osprey Nursing and Rehabilitation Center, LLC	1104 North Main Street	Bushnell	FL	33513
Baya Nursing and Rehabilitation, LLC	587 SE Ermine Avenue	Lake City	FL	32025
Floridian Facility Operations, LLC	47 N 32nd Place	Miami	FL	33125
MZHBS Leaseholdings, LLC				
Consulate NHCG Leaseholdings, LLC				

"Epsilon Healthcare Properties, LLC"	Street Address	City	State	Zip Code
6305 Cortez Road West Operations, LLC	6305 Cortez Road	Bradenton	FL	34210
15204 West Colonial Drive Operations LLC	15204 West Colonial Drive	Winter Garden	FL	34787
3825 Countryside Boulevard Operations LLC	3825 Countryside Boulevard	Palm Harbor	FL	34684
195 Mattie M. Kelly Boulevard Operations LLC	195 Mattie M. Kelly Boulevard	Destin	FL	32541
1111 Drury Lane Operations LLC	1111 Drury Lane	Englewood	FL	34224
518 West Fletcher Avenue Operations LLC	518 West Fletcher Avenue	Tampa	FL	33612
Green Cove Facility Operations, LLC	803 Oak Street	Green Cove Springs	FL	32043
2916 Habana Way Operations LLC	2916 Habana Way	Tampa	FL	33614
2333 North Brentwood Circle Operations LLC	2333 N. Brentwood Circle	Lecanto	FL	34461
777 Ninth Street North Operations LLC	777 9th Street	Naples	FL	34102
2826 Cleveland Avenue Operations LLC	2826 Cleveland Avenue	Fort Myers	FL	33901
1445 Howell Avenue Operations LLC	1445 Howell Avenue	Brooksville	FL	34601
125 Alma Boulevard Operations LLC	125 Alma Boulevard	Merritt Island	FL	32953
Donegan Square Health Care Associates, LLC	1092 W. Donegan Avenue	Kissimmee	FL	34741
1061 Virginia Street Operations LLC	1061 Virginia Street	Dunedin	FL	34698
1507 South Tuttle Avenue Operations LLC	1507 South Tuttle Avenue	Sarasota	FL	34239
6700 NW 10th Place Operations LLC	6700 NW 10th Place	Gainesville	FL	32605
5405 Babcock Street Operations LLC	5405 Babcock Street, NE	Palm Bay	FL	32905
5065 Wallis Road Operations LLC	5065 Wallis Road	West Palm Beach	FL	33415
3920 Rosewood Way Operations LLC	3920 Rosewood Avenue	Orlando	FL	32801
1937 Jenks Avenue Operations LLC	1937 Jenks Avenue	Panama City	FL	32405
10040 Hillview Road Operations LLC	10040 Hillview Road	Pensacola	FL	32514
Edinborough Square Health Care Associates, LLC	1059 Virginia Street	Dunedin	FL	34698
1010 Carpenters Way Operations LLC	1010 Carpenters Way	Lakeland	FL	33809
1465 Oakfield Drive Operations LLC	1465 Oakfield Drive	Brandon	FL	33511
Brentwood Meadow Health Care Associates, LLC	1900 West Alpha Court	Lecanto	FL	34461
216 Santa Barbara Boulevard Operations LLC	216 Santa Barbara Boulevard	Cape Coral	FL	33991
1851 Elkcarn Boulevard Operations LLC	1851 Elkcarn Boulevard	Deltona	FL	32725
626 North Tyndall Parkway Operations LLC	626 North Tyndall Parkway	Callaway	FL	32404

3735 Evans Avenue Operations LLC	3735 Evans Avenue	Fort Myers	FL	33901
3001 Palm Coast Parkway Operations LLC	3001 Palm Coast Parkway SE	Palm Coast	FL	32137
1026 Albee Farm Road Operations LLC	1026 Albee Farm Road	Venice	FL	34285
3101 Ginger Drive Operations LLC	3101 Ginger Drive	Tallahassee	FL	32308
4200 Washington Street Operations LLC	4200 Washington Street	Hollywood	FL	33021
1120 West Donegan Avenue Operations LLC	1120 W. Donegan Avenue	Kissimmee	FL	34741
710 North Sun Drive Operations LLC	710 North Sun Drive	Lake Mary	FL	32746
9035 Bryan Dairy Road Operations LLC	9035 Bryan Dairy	Largo	FL	33777
Perry Facility Operations, LLC	207 Marshall Drive	Perry	FL	32347
650 Reed Canal Road Operations LLC	650 Reed Canal Road	Daytona Beach	FL	32119
4641 Old Canoe Creek Road Operations LLC	4641 Old Canoe Creek Road	Saint Cloud	FL	34769
7950 Lake Underhill Road Operations LLC	7950 Lake Underhill Road	Orlando	FL	32822
9355 San Jose Boulevard Operations LLC	9355 San Jose Boulevard	Jacksonville	FL	32257
2401 NE 2nd Street Operations LLC	2401 NE 2nd Street	Pompano Beach	FL	33062
500 South Hospital Drive Operations LLC	500 Hospital Drive	Crestview	FL	32539
1550 Jess Parish Court Operations LLC	1550 Jess Parrish Court	Titusville	FL	32796
12170 Cortez Boulevard Operations LLC	12170 Cortez Boulevard	Brooksville	FL	34613
611 South 13th Street Operations LLC	611 S. 13th Street	Fort Pierce	FL	34950
11565 Harts Road Operations LLC	11565 Harts Road	Jacksonville	FL	32218
Level Up Staffing LLC	5102 W. Laurel Street, Suite 700	Tampa	FL	33607
1615 Miami Road Operations LLC	1615 Miami Road	Fort Lauderdale	FL	33316
Hurstbourne Healthcare, LLC	2200 Stony Brook Drive	Louisville	KY	40220
"LV CHC Holdings I, LLC"	Street Address	City	State	Zip Code
West Altamonte Facility Operations, LLC	8132 Hudson Avenue	Hudson	FL	34667
Jacksonville Facility Operations, LLC	4101 Southpoint Drive East	Jacksonville	FL	32216
Lakeland Facility Operations, LLC	5245 North Socrum Loop Road	Lakeland	FL	33809
Tallahassee Facility Operations, LLC	1650 Phillips Road	Tallahassee	FL	32308
New Port Richey Facility Operations, LLC	8417 Old County Road 54	New Port Richey	FL	34653
Orange Park Facility Operations, LLC	1215 Kingsley Avenue	Orange Park	FL	32073
Port Charlotte Facility Operations, LLC	18480 Cochran Boulevard	Port Charlotte	FL	33948



Sarasota Facility Operations, LLC	4783 Fruitville Road	Sarasota	FL	34232
West Palm Beach Facility Operations, LLC	1626 Davis Road West	West Palm Beach	FL	33406
Brandon Facility Operations, LLC	701 Victoria Street	Brandon	FL	33510
Miami Facility Operations, LLC	800 NW 95th Street	Miami	FL	33150
Lake Parker Facility Operations, LLC	2020 W. Lake Parker Drive	Lakeland	FL	33805
Bayonet Point Facility Operations, LLC	1099 West Town Parkway	Altamonte Springs	FL	32714
Kissimmee Facility Operations, LLC	2511 John Young Parkway North	Kissimmee	FL	34741
St. Petersburg Facility Operations, LLC	9393 Park Boulevard	Seminole	FL	33777
Melbourne Facility Operations, LLC	3033 Sarno Road	Melbourne	FL	32934
North Fort Myers Facility Operations, LLC	991 Pondella Road	North Fort Myers	FL	33903
Pensacola Facility Operations, LLC	235 W. Airport Boulevard	Pensacola	FL	32504
Safety Harbor Facility Operations, LLC	1410 Dr. Martin Luther King Street North	Safety Harbor	FL	34695
Vero Beach Facility Operations, LLC	1310 37th Street	Vero Beach	FL	32960
Winter Haven Facility Operations, LLC	2701 Lake Alfred Road	Winter Haven	FL	33881
"NSPR Care Centers, LLC"	Street Address	City	State	Zip Code
2599 NW 55th Avenue Operations, LLC	2599 NW 55th Avenue	Lauderhill	FL	33313
5901 NW 79th Avenue Operations, LLC	5901 NW 79th Avenue	Tamarac	FL	33321
9400 SW 137th Avenue Operations, LLC	9400 SW 137th Avenue	Kendall	FL	33186
NSPRMC, LLC	1040 Crowne Pointe Parkway	Atlanta	GA	30338
5725 NW 186th Street Operations, LLC	5725 NW 186th Street	Hialeah	FL	33015
6931 W. Sunrise Boulevard Operations, LLC	6931 W. Sunrise Boulevard	Plantation	FL	33313
MLMN Master Tenant, LLC	1040 Crown Pointe Pkwy	Atlanta	GA	30338
4294 3rd Avenue Operations, LLC	4294 3rd Avenue	Marianna	FL	32446
1530 Broad Avenue Operations, LLC	1530 Broad Avenue	Gulfport	MS	39501
538 Menge Avenue Operations, LLC	538 Menge Avenue	Pass Christian	MS	39571
340 DeSota Avenue Ext Operations, LLC	340 DeSota Avenue Extended	Clarksdale	MS	38614
1199 Ocean Springs Road Operations, LLC	1199 Ocean Springs Road	Ocean Springs	MS	39564
1304 Walnut Street Operations, LLC	1304 Walnut Street	Waynesboro	MS	39367

LaVie Care Centers LLC	Street Address	City	State	Zip Code
FC Investors XXI, LLC	1040 Crown Pointe Parkway	Atlanta	GA	30338
Tosturi, LLC	1040 Crown Pointe Parkway	Atlanta	GA	30338
Onetete, LLC	1040 Crown Pointe Parkway	Atlanta	GA	30338
Rispetto, LLC	1040 Crown Pointe Parkway	Atlanta	GA	30338
Josera, LLC dba Independence Living Centers	1040 Crown Pointe Parkway	Atlanta	GA	30338
Lidenskab dba Raydiant Healthcare	1040 Crown Pointe Parkway	Atlanta	GA	30338
Consulate Management Company III, LLC dba Consulate Health Care	1040 Crown Pointe Parkway	Atlanta	GA	30338
Florida Healthcare Properties, LLC	1040 Crown Pointe Parkway	Atlanta	GA	30338
LVE Holdco, LLC	1040 Crown Pointe Parkway	Atlanta	GA	30338

"Alpha Health Care Properties, LLC"	Retro	Term Date	Active / Terminated	# Beds
741 South Beneva Road Operations LLC	8/1/2016		Active	120
702 South Kings Avenue Operations LLC	7/9/2010		Active	120
3110 Oakbridge Boulevard Operations LLC	7/9/2010	9/9/2021	Terminated	N/A
6414 13th Road South Operations LLC	7/9/2010		Active	120
Catalina Gardens Health Care Associates, LLC	7/9/2010	4/1/2023	Terminated	135
2939 South Haverhill Road Operations LLC	7/9/2010		Active	120
9311 South Orange Blossom Trail Operations LLC	7/9/2010	4/1/2023	Terminated	120
741 South Beneva Road Operations, LLC	8/1/2016		Active	120
1820 Shore Drive Operations LLC	7/9/2010		Active	58
"Centennial Healthcare Properties, LLC"	Retro	Term Date	Active / Terminated	# Beds
Glenburney HealthCare, LLC	8/1/2010		Active	96
Riley HealthCare, LLC	8/1/2010		Active	82
Winona Manor HealthCare, LLC	8/1/2010		Active	120
McComb HealthCare, LLC	8/1/2010		Active	145
Hilltop Mississippi HealthCare, LLC	8/1/2010		Active	60
Starkville Manor HealthCare, LLC	8/1/2010		Active	119
Brownsboro Hills HealthCare, LLC	8/1/2010	5/1/2018	Terminated	N/A
Parkview Healthcare, LLC	8/1/2010	7/1/2020	Terminated	N/A
"Consulate MZHBS Leaseholdings, LLC Consulate NHCG Leaseholdings, LLC"	Retro	Term Date	Active / Terminated	# Beds
Osprey Nursing and Rehabilitation Center, LLC	10/1/2014		Active	60
Baya Nursing and Rehabilitation, LLC	10/1/2014		Active	90
Floridian Facility Operations, LLC	2/1/2015		Active	90
MZHBS Leaseholdings, LLC			Active	N/A
Consulate NHCG Leaseholdings, LLC			Active	N/A

"Epsilon Healthcare Properties, LLC"	Retro	Term Date	Active / Terminated	# Beds
6305 Cortez Road West Operations, LLC	7/9/2010		Active	105
15204 West Colonial Drive Operations LLC	7/9/2010		Active	180
3825 Countryside Boulevard Operations LLC	7/9/2010		Active	120
195 Mattie M. Kelly Boulevard Operations LLC	7/9/2010		Active	119
1111 Drury Lane Operations LLC	7/9/2010		Active	120
518 West Fletcher Avenue Operations LLC	7/9/2010		Active	120
Green Cove Facility Operations, LLC	7/9/2010		Active	120
2916 Habana Way Operations LLC	7/9/2010		Active	150
2333 North Brentwood Circle Operations LLC	7/9/2010		Active	120
777 Ninth Street North Operations LLC	7/9/2010		Active	97
2826 Cleveland Avenue Operations LLC	7/9/2010		Active	120
1445 Howell Avenue Operations LLC	7/9/2010		Active	120
125 Alma Boulevard Operations LLC	7/9/2010		Active	120
Donegan Square Health Care Associates, LLC	7/9/2010		Active	50
1061 Virginia Street Operations LLC	7/9/2010		Active	93
1507 South Tuttle Avenue Operations LLC	7/9/2010		Active	120
6700 NW 10th Place Operations LLC	7/9/2010		Active	120
5405 Babcock Street Operations LLC	7/9/2010		Active	120
5065 Wallis Road Operations LLC	7/9/2010		Active	120
3920 Rosewood Way Operations LLC	7/9/2010		Active	120
1937 Jenks Avenue Operations LLC	7/9/2010	10/10/2018	Terminated	N/A
10040 Hillview Road Operations LLC	7/9/2010		Active	120
Edinborough Square Health Care Associates, LLC	7/9/2010		Active	24
1010 Carpenters Way Operations LLC	7/9/2010		Active	120
1465 Oakfield Drive Operations LLC	7/9/2010		Active	120
Brentwood Meadow Health Care Associates, LLC	7/9/2010	4/1/2023	Terminated	74
216 Santa Barbara Boulevard Operations LLC	7/9/2010		Active	120
1851 Elkcarn Boulevard Operations LLC	7/9/2010		Active	120
626 North Tyndall Parkway Operations LLC	7/9/2010		Active	77

3735 Evans Avenue Operations LLC	7/9/2010		Active	120
3001 Palm Coast Parkway Operations LLC	7/9/2010		Active	120
1026 Albee Farm Road Operations LLC	7/9/2010		Active	120
3101 Ginger Drive Operations LLC	7/9/2010		Active	180
4200 Washington Street Operations LLC	7/9/2010		Active	240
1120 West Donegan Avenue Operations LLC	7/9/2010		Active	120
710 North Sun Drive Operations LLC	7/9/2010		Active	120
9035 Bryan Dairy Road Operations LLC	7/9/2010		Active	158
Perry Facility Operations, LLC	7/9/2010		Active	120
650 Reed Canal Road Operations LLC	7/9/2010		Active	65
4641 Old Canoe Creek Road Operations LLC	7/9/2010		Active	120
7950 Lake Underhill Road Operations LLC	7/9/2010		Active	180
9355 San Jose Boulevard Operations LLC	7/9/2010		Active	120
2401 NE 2nd Street Operations LLC	7/9/2010		Active	83
500 South Hospital Drive Operations LLC	7/9/2010		Active	120
1550 Jess Parish Court Operations LLC	7/9/2010		Active	120
12170 Cortez Boulevard Operations LLC	7/9/2010		Active	120
6111 South 13th Street Operations LLC	7/9/2010		Active	171
11565 Harts Road Operations LLC	7/9/2010		Active	180
Level Up Staffing LLC	6/30/2022		Active	N/A
1615 Miami Road Operations LLC	7/9/2010		Active	59
Hurstbourne Healthcare, LLC	8/1/2010	9/1/2016	Terminated	N/A
<b>"LV CHC Holdings I, LLC"</b>				<b># Beds</b>
West Altamonte Facility Operations, LLC	1/1/2009	5/3/2022	Terminated	N/A
Jacksonville Facility Operations, LLC	1/1/2009		Active	116
Lakeland Facility Operations, LLC	1/1/2009	3/31/2022	Terminated	N/A
Tallahassee Facility Operations, LLC	1/1/2009		Active	120
New Port Richey Facility Operations, LLC	1/1/2009	3/31/2022	Terminated	N/A
Orange Park Facility Operations, LLC	1/1/2009		Active	120
Port Charlotte Facility Operations, LLC	1/1/2009	5/3/2022	Terminated	N/A

Sarasota Facility Operations, LLC	1/1/2009	3/31/2022	Terminated	N/A
West Palm Beach Facility Operations, LLC	1/1/2009	3/31/2022	Terminated	N/A
Brandon Facility Operations, LLC	1/1/2009	3/31/2022	Terminated	N/A
Miami Facility Operations, LLC	1/1/2009	3/31/2022	Terminated	N/A
Lake Parker Facility Operations, LLC	1/1/2009	3/31/2022	Terminated	N/A
Bayonet Point Facility Operations, LLC	1/1/2009	3/31/2022	Terminated	N/A
Kissimmee Facility Operations, LLC	1/1/2009	3/31/2022	Terminated	N/A
St. Petersburg Facility Operations, LLC	1/1/2009		Active	120
Melbourne Facility Operations, LLC	1/1/2009	3/31/2022	Terminated	N/A
North Fort Myers Facility Operations, LLC	1/1/2009		Active	120
Pensacola Facility Operations, LLC	1/1/2009	3/31/2022	Terminated	N/A
Safety Harbor Facility Operations, LLC	1/1/2009		Active	120
Vero Beach Facility Operations, LLC	1/1/2009	3/31/2022	Terminated	N/A
Winter Haven Facility Operations, LLC	1/1/2009	1/31/2022	Terminated	N/A
<b>"NSPR Care Centers, LLC"</b>				<b># Beds</b>
2599 NW 55th Avenue Operations, LLC	9/18/2018		Active	109
5901 NW 79th Avenue Operations, LLC	9/18/2018		Active	151
9400 SW 137th Avenue Operations, LLC	9/18/2018		Active	120
NSPRMC, LLC	9/18/2018		Active	N/A
5725 NW 186th Street Operations, LLC	9/18/2018		Active	120
6931 W. Sunrise Boulevard Operations, LLC	9/18/2018		Active	120
MLMN Master Tenant, LLC	9/18/2018		Active	N/A
4294 3rd Avenue Operations, LLC	4/1/2022		Active	60
1530 Broad Avenue Operations, LLC	4/1/2022		Active	180
538 Menge Avenue Operations, LLC	4/1/2022		Active	60
340 DeSota Avenue Ext Operations, LLC	4/1/2022		Active	66
1199 Ocean Springs Road Operations, LLC	4/1/2022		Active	115
1304 Walnut Street Operations, LLC	4/1/2022		Active	90

LaVie Care Centers LLC	Retro	Term Date	Active / Terminated	# Beds
FC Investors XXI, LLC				AI
Tosturi, LLC				AI
Onetete, LLC				AI
Rispetto, LLC				AI
Josera, LLC dba Independence Living Centers				AI
Lidenskab dba Raydiant Healthcare				AI
Consulate Management Company III, LLC dba Consulate Health Care				AI
Florida Healthcare Properties, LLC				AI
LVE Holdco, LLC				AI

**PROPOSED ORDER**

A proposed Order granting the relief sought herein is being filed contemporaneously with this Motion.



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

<b>IN RE:</b>  <b>LAVIE CARE CENTERS, LLC, <i>et al.</i>,<sup>1</sup></b>  <p style="text-align: center;"><b>Debtors.</b></p>	§ § § § § §	<b>Chapter 11</b>  <b>CASE NO. 24-55507 (PMB)</b>  <i>(Jointly Administered)</i>
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**ORDER GRANTING MOTION OF CREDITOR HAZELLE SLAUGHTER FOR  
RELIEF FROM THE AUTOMATIC STAY AND PLAN INJUNCTION FOR THE  
LIMITED PURPOSE OF PROCEEDING AGAINST INSURANCE PROCEEDS**

Upon consideration of the *Motion of Creditor Hazelle Slaughter for Relief from the Automatic Stay and Plan Injunction for the Limited Purpose of Proceeding Against Insurance Proceeds* (the "Motion") [Docket No. \_\_\_\_], filed by Hazelle Slaughter, in her capacity as Durable Power of Attorney Agent for OTIS CARR ("Movant"), and it appearing that sufficient cause exists to grant the relief requested; it is hereby

**ORDERED** that:

1. The Motion is **GRANTED**.
2. The automatic stay under 11 U.S.C. § 362(a) and any injunction set forth in the Debtors' confirmed Chapter 11 Plan of Reorganization are hereby modified for the limited purpose of allowing Movant to proceed with and liquidate her claims to final judgment against the Debtor-Defendants (702 SOUTH KINGS AVENUE OPERATIONS LLC; ALPHA HEALTH CARE PROPERTIES, LLC; FLORIDA HEALTH CARE PROPERTIES, LLC; LAVIE CARE CENTERS, LLC; GENOA HEALTHCARE GROUP, LLC; LV OPERATIONS I, LLC; and LV OPERATIONS II, LLC) in the action styled *Hazelle Slaughter in Her Capacity as Durable*

*Power of Attorney Agent for OTIS CARR v. 702 SOUTH KINGS AVENUE OPERATIONS, LLC, et al.*, Case No. 24-CA-2632, pending in the Circuit Court of the Thirteenth Judicial Circuit in and for Hillsborough County, Florida (the "State Court Action").

3. Movant's recovery against the Debtor-Defendants, whether by judgment or settlement, shall be limited exclusively to the proceeds of any applicable liability insurance policies.

4. Movant is permanently enjoined and barred from executing upon or otherwise seeking to collect any portion of any judgment or settlement obtained in the State Court Action from the Debtors, their estates, the reorganized Debtors, or any of their assets.

5. This Order does not adjudicate the merits of the claims or defenses asserted in the State Court Action.

6. This Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Order.

Ordered and Entered this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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THE HONORABLE