

January 9, 2014

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Via Hand Delivery and Email

Offices In
Maryland
Washington, D.C.
Virginia

Kevin McDonald, Chief
Certificate of Need Division
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215

Re: Blue Heron Nursing and Rehabilitation Center
Matter No. 13-18-2348
1. Responses to Completeness Questions
2. Information re: Project Modification

Dear Kevin:

With this letter, we are submitting the required ten (10) copies of our response to the Completeness Questions regarding the above-referenced project.

Enclosed with this filing are three sets of large scale drawings that have been requested.

Additional information is also included reflecting a modification to the Proposed Project, including revisions to the Project Budget, Chart 1, and the Marshall Valuation Service Analysis. Additional letters of support are also being provided.

I hereby certify that a copy of this response has also been forwarded to the appropriate local health planning agency, as noted below.

Sincerely,



Howard L. Sollins

JJE/tjr
Enclosures

Kevin McDonald, Chief
Certificate of Need Division
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O B E R | K A L E R

cc: Joel Riklin, Program Manager
Meenakshi Brewster, Health Officer
Suellen Wideman, Assistant Attorney General
Mr. Mark Fulchino
Mr. Melissa Warlow
Mr. Andrew L. Solberg
John J. Eller, Esquire

**Blue Heron Nursing and Rehabilitation Center Responses to 2nd Completeness
Questions Received 12/6/13
And
Information re: Project Modification**

1. Regarding the response to Question #1 and Exhibit 1, please respond to the following:

a. Is St. Mary's Healthcare Realty, LLC a wholly owned subsidiary of Mary's Healthcare Holdings, LLC? If the answer is no, describe the ownership relationship and identify the other owners and their ownership share.

Yes, St. Mary's Healthcare Realty, LLC is a wholly owned subsidiary of St. Mary's Healthcare Holdings, LLC.

b. Please provide a more legible copy of the organizational chart for St. Mary's Healthcare Realty, LLC.

Please see attached Exhibit 1. In addition to the organizational chart for St. Mary's Healthcare Realty, LLC, this Exhibit also includes a revised organizational chart related to Fundamental Long Term Care Holdings, LLC.

c. Exhibit 1 indicates that THI of Baltimore, Inc. is a subsidiary of Fundamental Long Term Care Holdings, LLC. Did or does THI of Baltimore have a relationship with either Trans Healthcare, Inc. or Trans Health Management? Please explain.

THI of Baltimore, Inc. has never been in the same chain of ownership as Trans Healthcare, Inc. and/or Trans Health Management, Inc. (i.e. it has never been a direct or indirect parent or subsidiary of either company) and currently has no affiliation with either entity. From 2003 until March 28, 2006, THI of Baltimore, Inc. was a sister company of Trans Healthcare, Inc. During this timeframe, both entities were wholly owned by THI Holdings, LLC. During the same time period, Trans Health Management, Inc. was a wholly owned subsidiary of Trans Healthcare, Inc. Despite the common

ownership during the 2003 - 2006 timeframe, THI of Baltimore, Inc. and its subsidiaries on one hand, and Trans Healthcare, Inc. and its subsidiaries on the other, were separately capitalized and operated. Please see attached Exhibit 2.

- d. It has come to MHCC staff s attention that Rubin Schron prevailed in court on his effort to exercise an option to acquire a one-third ownership interest in Fundamental Long Term Care Holdings, LLC and the nursing homes it operates. Please discuss the status of this action by Mr. Schron and any related company. Explain why the organization chart for St. Mary's Long Term Care does not reflect Mr. Schron's ownership particularly at the Fundamental Long Term Care Holdings level.**

The actions involving Mr. Schron have been voluntarily dismissed with prejudice. Mr. Schron himself never had any claim to any ownership interest in Fundamental Long Term Care Holdings, LLC, and as a result of the termination of the litigation, no company related to Mr. Schron has any such claim. Accordingly, no such ownership interests are reflected in the organizational charts.

- e. Please provide an organizational chart that shows the ownership structure of nursing homes owned by Messr Forman and Grunstein. If Mr. Schron has an ownership interest in Fundamental Long Term Care Holdings, LLC submit an organizational chart for all nursing homes in which he has an ownership interest.**

The organizational charts for those nursing home operating entities in which Mr. Forman and/or Mr. Grunstein currently have an indirect ownership interest are attached as Exhibit 3. Mr. Schron does not have an ownership interest in Fundamental Long Term Care Holdings, LLC. See response to Question 17(a) related to Mr. Grunstein's interests.

- 2. Regarding the response to Question #2b, please provide a copy of the agreement of sale and purchase between St. Mary's Healthcare Realty, LLC and St. Mary's Nursing Home, LLC. This application will not be docketed without documentary proof of site control or evidence of an option to purchase or lease**

the site. Any purchase or lease agreement must clearly state the cost.

Please see attached Exhibit 4.

- 3. Regarding the response to Question #4, Commission staff appreciates that the applicant acknowledges that the plans submitted to date may not be adequate. Staff agrees that the plans as submitted are not adequate for docketing this application, and again requests that the project drawings show an actual schematic design of the proposed facility with bathrooms, nursing support areas, lobby, all corridors including those providing access to support areas, etc. The schematics should include a scale and the submission must include three sets of larger scale drawings as requested.**

Please see attached Exhibit 5.

- 4. The response to question 7a stated general contractor proposals typically include an amount for change orders equal to 5 to 10% of building construction costs. While the contingency is now 5.3% of the building construction cost of \$9,450,000, it is less than 5% when site preparation costs are added. Explain how the budgeted contingency is adequate especially given the current stage of facility design.**

Please see attached Exhibit 6. This revised Project Budget includes \$750,000 of contingencies which makes the contingency 7.9% of the building construction costs and 6.9% of the cost when the site preparation costs are included.

- 5. Regarding Question #9 and Exhibit 8, the letter from the St. Mary's Department of Land Use and Growth Management is dated August 12, 2010. Please provide documentation that the information presented in this letter regarding the adequacy of water system capacity to meet the needs of the proposed facility is still true.**

Please see attached Exhibit 7.

- 6. Regarding Question #10c, please explain the difference between rehabilitation equipment and wellness equipment and describe how the wellness equipment will be used. Is the Therapy Gym and Wellness Center one space or two? If two, identify the location of the Wellness Center on the schematic drawings.**

Rehabilitation equipment and wellness equipment describe the same equipment.

Likewise the Therapy Gym and the Wellness Center refer to the same space. FCOS has

been assisting its client facilities with changing the traditional therapy gym concept into a wellness center concept where the wellness center becomes a multi-use space for patients on formal therapy program, residents who want to exercise independently and employees who want to pursue personal fitness programs. The Wellness Center at BHNRC will be outfitted with this multi-use concept in mind.

Please see attached Exhibit 8 for more information about the Wellness Program.

- 7. Related to Question 11, routine staff research into the experience and background of the applicant and associated principals has linked them to a multi-million dollar settlement with CMS and various states in relation to alleged activities involving Omnicare. Please explain the incident.**

The applicant, St. Mary's Long Term Care, LLC and the co-applicant, St. Mary's Healthcare Realty, LLC were not linked to a settlement with CMS and various states in relation to alleged activities involving Omnicare. Murray Forman and Len Grunstein, were involved in the settlement, but denied any liability and did not contribute to the settlement amount.

- 8. Regarding the response to Question #14 as presented in Exhibit 10, please identify each nursing home in which Mr. Grunstein and/or Mr. Forman has an ownership interest. Report the results of the latest annual survey in a format that indicates the number of deficiencies and the most severe deficiency level for each.**

Please see Exhibit 9 for listings of the nursing facilities in which Mr. Grunstein and/or Mr. Forman currently have an indirect ownership interest. These listings include the last annual survey date, the total number of deficiencies and the level of the highest deficiency. As you are aware, nursing facilities are subject to annual surveys as well as periodic complaint surveys in response to self-reported issues as well as concerns raised by residents or others. These surveys may lead to citations. The facilities respond

effectively to any such deficiencies.

- 9. In addition to requesting a revised Table 1, Question 16 also requested the basis for the projected admissions for each year and the assumptions regarding the average length of stay. Table 1 was supplied in your response. Please address the rest of the question.**

Please see attached Exhibit 10.

The Medicare and Insurance admissions are based on an average length of stay of 33 days.

Private and Medicaid admissions in year 1 are based on pre-opening marketing efforts and direct admissions from the market. The average length of stay is greater than 365 days.

- 10. Regarding Question #20 and Exhibit 12, please provide:**

- a. the names of the indirect affiliates to St. Mary' s Healthcare Realty, LLC, and a list of the acquisitions and skilled nursing facilities both referred to in Mr. Kevin Howell's correspondence; and**

Please see attached Exhibit 11.

- b. Supplemental letter from Mr. Howell that specifies the information that will be required before F&M Bank will provide the financing for this project.**

Please see attached Exhibit 12. The supplemental letter reflects the current projected financing amount of \$14,240,000. The second letter specifies the information that will be required by F&M Bank.

- 11. Regarding the response to question 21 including Exhibit, 13 please provide the following clarifications:**

- a. Provide documentation that Ms. Stephanie Lubitz is a Certified Public Accountant.**

Please see attached Exhibit 13.

- b. **Describe the nature and length of Ms. Lubitz's relationship with each principal that would provide the equity contribution.**

Please see attached Exhibit 13.

- c. **Supply a supplemental letter from Ms. Lubitz that addresses the availability of the revised equity contribution of \$1,725,000 and identifies the other real estate projects owned by the same investors referred to in her letter.**

.Please see attached Exhibit 13.

- 12. **Regarding the response to Question #23 as presented in Exhibit 15, please respond to the following:**

- a. **What assumptions changed that led you to project a significantly higher proportion of Medicare patient days (an increase from 21% to 39.2%) and lower proportion of Medicaid days (a decrease from 55.4% to 39.3%)?**

The payor mix was changed inadvertently on the Table 3 that was submitted as Exhibit 15 in the responses to the first completeness questions. The payor mix submitted with the original CON application was correct. A revised Table 3 is attached as Exhibit 14. The payor mix on this revised Table 3 corresponds with the payor mix submitted in Table 3 as part of the original CON application.

- b. **Revise Table 3 or explain how you can project that 39.3% of the patient days will be paid for by Medicaid when the latest available data indicates the facility would be required to have a minimum Medicaid participation rate of 44.72% to comply with the nursing home standard for Medical Assistance participation in the State Health Plan, COMAR 10.24.08.05A(2).**

A revised Table 3 is attached in Exhibit 14. The percentage of projected Medicaid days is above the required 44.72%.

- 13. **Regarding Question #24 and Exhibit 16, please respond to the following:**

- a. **Subpart (a) requested detailed calculation of projected revenue. The response included detailed calculation of the projected Medicare and Medicaid portion of the revenue but does not appear to show the calculation of revenue for self-pay patients or commercial insurance. Please provide additional details such that the details equal the \$14,823,099 in revenues for year 2 or the \$14,914,349 in year 3. Specify which year.**

Please see Exhibit 15.

- b. **For subpart b, please explain what FAS assigns as bad debt, and is this based on experience observed nationally, regionally, or at some state level.**

FAS assigns 2% of gross patient revenues as an allowance for bad debt. This is based on experience observed nationally.

	Year 1	Year 2	Year 3
Gross Patient Service Revenues	8,827,884	14,823,099	14,914,349
Allowance for Bad Debt 2%	176,558	296,462	298,287

- c. **For subpart c, please show how the FAS/FCOS Consulting fees were calculated under Schedule of Contracted Services.**

FAS/FCOS consulting fees are 5% of gross patient revenues.

	Year 1	Year 2	Year 3
Gross Patient Service Revenues	8,827,884	14,823,099	14,914,349
FAS/FCOS Consulting Fee 5%	441,394	741,155	745,717

14. Regarding Question #25, Exhibit 17 provide the following clarifications:

- a. **Exhibit 17 indicates that the information is for St. Mary's Realty, LLC, while other information in the application and the response to completeness questions indicates that the owner of the real property will be St. Mary's Healthcare Realty, LLC. What is the correct name of the real estate entity? Please affirm that the numbers in Exhibit 17 are correct or revise accordingly.**

The correct name is St. Mary's Healthcare Realty, LLC. The schedule has been

revised to reflect the correct numbers. The revised schedule is attached as Exhibit 16.

- b. Regarding the depreciation table, specify what budget lines and amounts are included in the \$1,935,000 equipment cost.**

Please see attached Exhibit 17. The revised schedule in Exhibit 16 reflects the correct equipment budget of \$1,425,000. The original schedule included \$500,000 of contingencies and \$10,000 of other costs in the equipment line.

- 15. Regarding Question #26 and Exhibit 18, please respond to the following:**

- a. On the first page of Exhibit 18 it states that SMH makes 66% of the hospital to SNF discharges in the County and that two other hospitals account for 27% of these discharges (22% from CMH and 7% from WHC). The 22% from CMH and the 7% from WHC equals 29% not 27%. Please revise accordingly.**

The discharges from CMH equal 20% not 22%.

- b. Please cite the source and provide the population figures for St. Mary's County from 2010 through 2030, as noted on p. 2 of this exhibit.**

The source of the data is the Maryland Department of Planning. The figures are attached as Exhibit 18.

- c. Explain why the ADC for Charlotte Hall was included in the analysis given that Charlotte Hall serves a statewide population.**

Although Charlotte Hall was referenced in the analysis, it was not included in the ADC calculation. See Exhibit 19.

- d. Explain how you calculated the need for an additional 120 beds based on a compound annual growth rate of 7%. Submit all calculations.**

Please see attached Exhibit 19.

- e. Please address the impact on the payer mix and financial condition of St. Mary's Nursing Center and Chesapeake Shores given the high Medicare percentage projected for BHNRC.**

BHNRC does not believe that there will be any material impact on the existing

facilities due to BHNRC's Medicare percentage. COMAR 10.24.08, "State Health Plan for Facilities and Services: Nursing Home, Home Health Agency, and Hospice Services," identifies a need for 192 Comprehensive Care beds in St. Mary's County in 2016.

MHCC Public Use Data for FY 2011 shows that the two facilities had, in the aggregate 15.2% Medicare, as shown in the table below.

	Comprehensive Care - Private patient days	Pat Days Comp Medicare	MMA Pat Days Total	Other government programs-patient days	Total
St. Mary's Nursing Center, Inc.	13,232	8,474	31,668	-	53,374
Chesapeake Shores	2,567	5,674	30,472	1,195	39,908
Total	15,799	14,148	62,140	1,195	93,282
Total %	16.9%	15.2%	66.6%	1.3%	100%

As the analysis below shows, the MHCC's own methodology projects that there will be an additional 63,072 patient days in 2016. If 15.2% of these days are Medicare days (based on the percentage in the existing facilities), there will be an additional 9,566 Medicare days needed in St. Mary's County in 2016. CON Formset Table 1 shows that BHNRC is projecting 47,450 patient days in the third year of operation. The projected percent Medicare (see CON Formset Table 3) is 21.5%. Therefore, BHNRC is projecting that it will have 10,202 Medicare days. The difference between what BHNRC is projecting and the additional Medicare patient days that derive from the MHCC projections is only 636 Medicare days.

Additional Needed Beds	192
Days/Year	365
% Occupancy in Methodology	0.9

Additional Projected Pt. Days	63,072
% Medicare	15.2%
Additional Medicare Days	9,566
BHNRC Patient Days	47,450
BHNRC % Medicare	21.50%
BHNRC Medicare Days	10,202
Additional Medicare Days	9,566
BHNRC Medicare Days	10,202
Medicare Impact on Existing Facilities	636

If the impact of 636 patient days is applied proportionally, each facility would only be impacted by less than 5% of their Medicare days, as shown be:

	Pat Days_Comp_ Medicare	Percent of Total	Allocated Impact	% Impact
St. Mary's Nursing Center, Inc.	8,474	59.9%	381	4.5%
Chesapeake Shores	5,674	40.1%	255	4.5%
Total	14,148		636	

Of course, these lost days would be made up by patients in other payors, since the MHCC has projected a need for 192 beds, and BHNRC is seeking only 140 beds. The MHCC is projecting 15,622 additional patient days in 2016 than BHNRC is planning to serve (63,072 - 47,450 = 15,622).

16. Regarding Exhibit 22, please respond to the following:

- a. **Your MVS evaluation indicates that BHNRC will be a two story CCF with 1,303 feet in perimeter, which disagrees with Chart 1 in Exhibit 6 that the facility will be a single story facility with 2,605 feet in perimeter. Please review your MVS analysis and clarify the discrepancy in these two details.**

The reference to a two story facility was in error. It is a one story facility, as related in Exhibit 6. The reference to a perimeter of 1,303 was linked to the actual perimeter of 2,605 divided by two for the purposes of calculating the area-perimeter interpolation.

- b. Revise or explain why you used a Local Multiplier of 1.04 for your MVS evaluation rather than the Local Multiplier of 1.02 for a Class D nursing home in Anne Arundel County?**

The counties of Southern Maryland are most usually grouped with Montgomery County because they are in the Washington, D.C. metropolitan area versus Anne Arundel County, which is typically considered part of Central Maryland. Hence, BHNRC utilized the local multiplier for Montgomery County.

- 17. Regarding the response to question 28, given that owners of the operating entity will be Murray Forman and Leonard Grunstein, Part IV of the application must be completed for Messrs Forman and Grunstein. Therefore, respond to the following questions for Messrs Forman and Grunstein:**
- a. Are Messrs Forman and Grunstein involved, or have they ever been involved, in the ownership, development, or management of another health care facility? If yes, provide a listing of these facilities, including facility name, address, and dates of involvement.**

Since March 2006, Messrs. Forman and Grunstein have had an interest in Fundamental Long Term Care Holdings, LLC, which has or has had an indirect ownership in the health care facilities listed on the attached Exhibit 20 during the time periods listed on the exhibit.

Mr. Grunstein has executed documents which would result in divesting his interests in the Fundamental Long Term Care Holdings, LLC family of companies and transferring the majority of his interests to three companies: Numberland Holdings II, LLC, Southpark Holdings II, LLC and Fairwether Holdings II, LLC, whose members are Numberland 2013 Trust, Spark 2013 Trust and Fairwether 2013 Trust, respectively. Mr. Grunstein is neither a trustee nor a beneficiary of any of these trusts. In the executed

documents, Mr. Grunstein is also transferring a 1% interest to Mr. Forman. Please see organization chart attached in Exhibit 1.

Since September 2006, Messrs. Forman and Grunstein have had an indirect ownership interest in the health care facilities listed on Exhibit 21 that are part of the Palmetto Health Care LLC family of companies.

From February 2005 to October 2013, Messrs. Forman and Grunstein had an interest in SVCare Holdings, LLC, which indirectly owned the health care facilities listed on Exhibit 22 during the time periods listed on the exhibit.

- b. Has the Maryland license or certification of any of the facilities listed in response to number 2, above, ever been suspended or revoked, or been subject to any disciplinary action (such as a ban on admissions) in the last 5 years? If yes, provide a written explanation of the circumstances, including the date(s) of the actions and the disposition. If the applicant, owners or individuals responsible for implementation of the Project were not involved with the facility at the time a suspension, revocation, or disciplinary action took place, indicate in the explanation.**

No. The applicant has not been subject to any remedies or penalties as described in this question. The applicant is part of the Fundamental family of companies, which operates multiple facilities. Except as noted in the response to item (c) below, these facilities have not had licenses revoked or suspended or been subject to a ban on admission. Like other such facilities, from time to time Fundamental facilities have been found out of compliance with federal and state licensing and certification requirements, after which a plan of correction is implemented. Under the applicable rules, these can result in civil money penalties. Also, under the federal "survey cycle" where a facility comes into compliance after a 90 day period, a "denial of payment for new admissions" is imposed, which is removed after a successful plan of

correction. Periodically, the facilities in the Fundamental family have been the subject of CMP and DPNA remedies, with the deficiencies being corrected within the required time frames.

- c. Are any facilities with which Messrs Forman and Grunstein are involved, or have been involved (listed in response to Question 2, above) ever been found out of compliance with Maryland or Federal legal requirements for the provision of, payment for, or quality of health care services (other than the licensure or certification actions described in the response to Question 3, above) which have led to actions to suspend the licensure or certification at the applicant's facility or facilities listed in response to Question 2? If yes, provide copies of the findings of non-compliance including, if applicable, reports of non-compliance, responses of the facility, and any final disposition reached by the applicable governmental authority.**

Please see attached Exhibit 23.

- d. Have Messrs Forman and Grunstein ever pled guilty to or been convicted of a criminal offense in any way connected with the ownership, development or management of the applicant facility or any of the health care facilities listed in response to Question 2, above? If yes, provide a written explanation of the circumstances, including the date(s) of conviction(s) or guilty plea(s).**

Neither Mr. Forman nor Mr. Grunstein have either pled guilty or been convicted of a criminal offense relating to the ownership, development or management of a health care facility. In December, 2013, Mr. Grunstein pled guilty in New York state court to perjury in the third degree, a misdemeanor, based on statements made in a civil deposition relating to the funding of certain loans.

Information re: Project Modification, and Additional Letters of Support:

- 1) Table 3 has been revised to reflect an increase in rent based on the revised project costs submitted with these responses. The revised Table 3 is attached as Exhibit 14.

- 2) Exhibit 24 includes a revised Chart 1.
- 3) Exhibit 25 includes a revised MVS analysis.
- 4) Exhibit 26 includes additional letters of support.

Exhibits

1. Ownership of SMLTC and Fundamental
2. Chart: 2003 – 3/28/2006
3. Organizational charts
4. Agreement of Sale and Purchase
5. Project Drawings
6. Revised Project Budget
7. Updated Department of Land Use Letter
8. Wellness Program
9. Nursing Homes/Annual Surveys
10. Admissions
11. Acquisitions Lists
12. Supplemental Letter – Evidence of Financial Resources
13. Supplemental Letter – Evidence of Liquidity
14. Revised Table 3
15. Calculation of Revenue by Payor
16. St. Mary's Healthcare Realty, LLC – Revised Schedule
17. Equipment List
18. Maryland Department of Planning Data
19. Calculation of Need
20. Fundamental Family
21. Palmetto Family
22. Sava Family
23. Sanction Documentation
24. Revised Chart 1

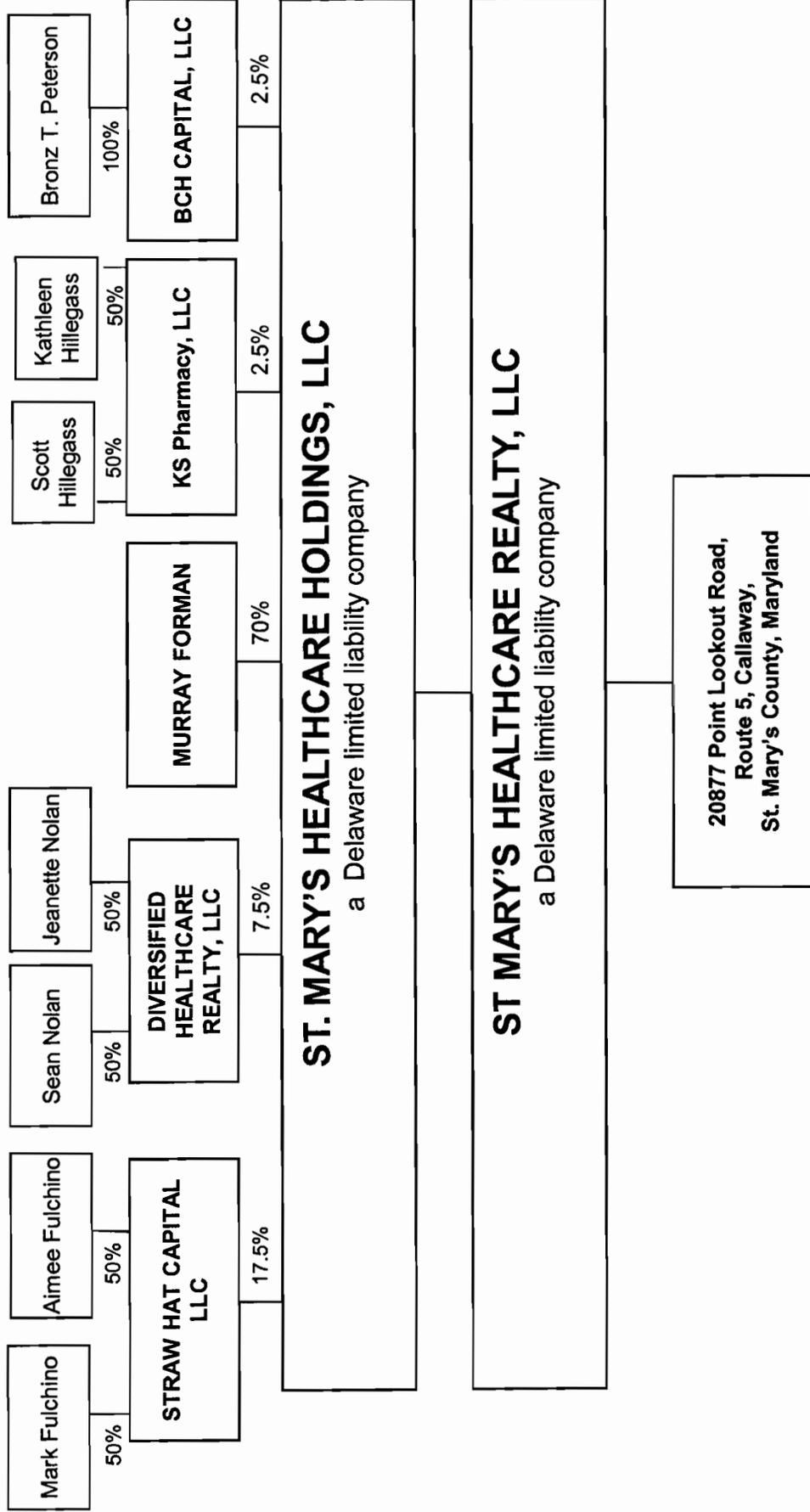
25. Revised MVS Analysis

26. Letters of Support

27. Affirmations

Exhibit 1
Ownership of SMLTC and Fundamental

Organizational Structure of St. Mary's Healthcare Realty, LLC



PROPOSED ORGANIZATIONAL CHART

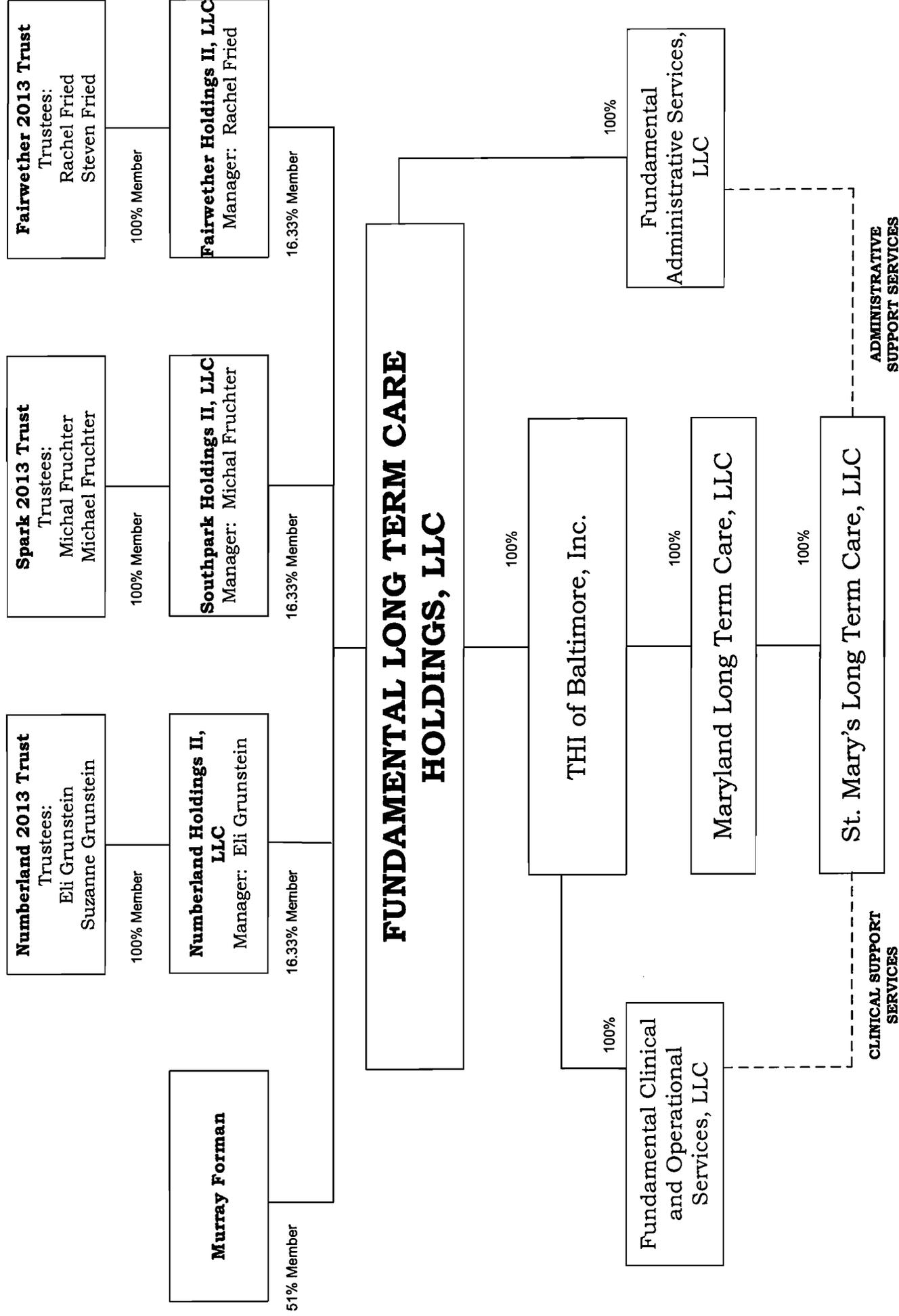


Exhibit 2

Chart: 2003-3/28/2006

2003 -3/28/2006

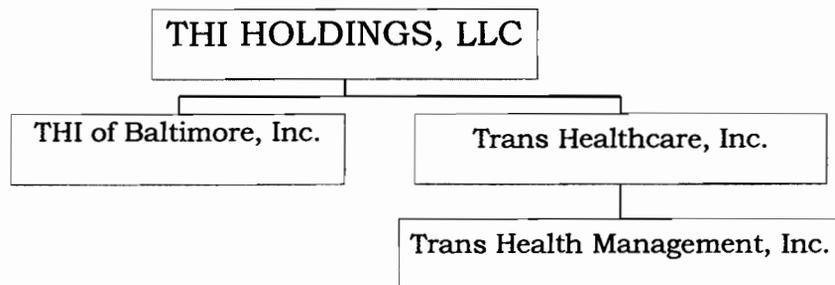


Exhibit 3
Organizational charts

**Palmetto Family
Nursing Facility Operating Entity Structure
As of January 9, 2014**

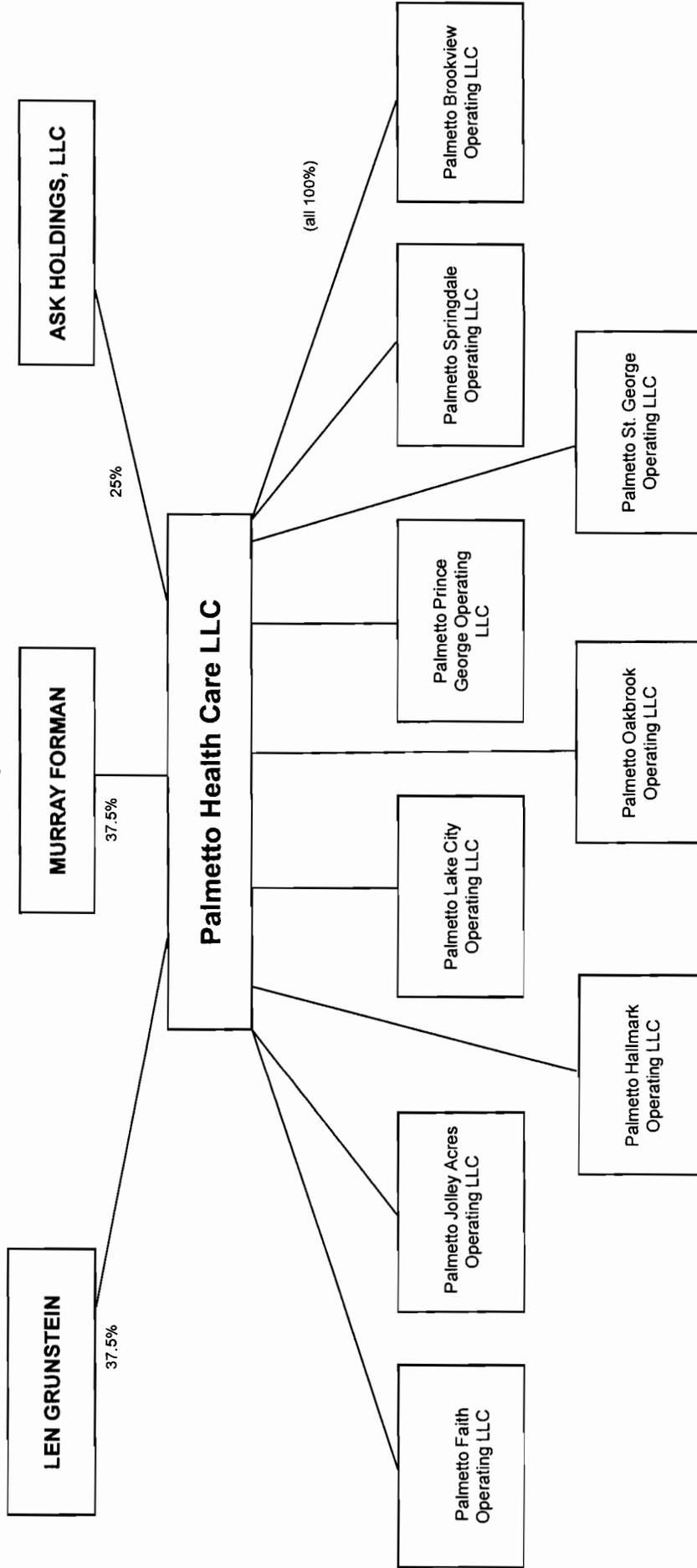


Exhibit 4

Agreement of Sale and Purchase

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT OF SALE AND PURCHASE (this "Agreement") is hereby made under seal this 28th day of October, 2013 (the "Effective Date"), by and between ST. MARY'S HEALTHCARE REALTY, LLC ("Buyer") and ST. MARY'S NURSING HOME, LLC ("Seller").

RECITALS

A. Seller is the owner of 6.00 (+)(-) acres of land known as 20877 Point Lookout Road, Route 5, Callaway, St. Mary's County, Maryland, as more particularly described in Exhibit A attached hereto, along with all improvements thereupon, and including all architectural, engineering, and construction plans, drawings and specifications developed and/or obtained by Seller with respect thereto (collectively, the "Property"); and

B. Buyer desires to purchase, and Seller desires to sell, the Property on the terms set forth herein.

NOW, THEREFORE, in consideration of the Initial Deposit by Buyer as hereinafter set forth and of the mutual promises and covenants herein contained, Seller hereby agrees to sell to Buyer, and the Buyer agrees to purchase from Seller, the Property upon the following terms and conditions.

1. Purchase Price. The purchase price (the "Purchase Price") for the Property shall be an amount equal to the sum of One Million Six Hundred Seventy Five Thousand Dollars (\$1,675,000.00), plus the aggregate amount of the Further Deposits (as defined below), if any. The Purchase Price, after applying a credit to Buyer for all Deposits paid hereunder, shall be paid to the Seller by the Buyer at Settlement as follows:

(a) First, by assumption by Buyer of all of Seller's remaining obligations as of the Settlement under the purchase money note and mortgage currently encumbering the Property (the "Seller Note and Mortgage"), but only to the extent that the holder of the Seller Note and Mortgage consents in writing to such assumption prior to Settlement; and then

(b) the balance of the Purchase Price shall be paid via wire transfer of funds.

2. Deposits.

(a) Within three (3) business days after the Effective Date, the Buyer shall deposit the sum of Fifty Thousand Dollars (\$50,000.00) (the "Initial Deposit") with Residential Title & Escrow Company (the "Escrow Agent"). Except as otherwise set forth in this Agreement, the Initial Deposit is non-refundable unless the Contingencies (as hereinafter defined) are not satisfied by the Outside Settlement Date (as defined below).

(b) If Settlement (as defined below) has not occurred by March 31, 2014, the Buyer shall pay, monthly in arrears, Seller's reasonable and documented costs of ownership of

the Property, not to exceed Five Thousand Dollars (\$5,000.00) per month, related to the time period beginning April 1, 2014 and ending on the earlier of (i) Settlement, or (ii) termination of this Agreement by either party for any reason. All such costs paid by Buyer are referred to collectively herein as the "Further Deposits" and, collectively with the Initial Deposit, as the "Deposits". Each Further Deposit shall be due and payable within ten (10) business days following Buyer's receipt of Seller's statement and supporting documentation for the applicable month's costs. Except as otherwise set forth in this Agreement, the Further Deposits are non-refundable unless the Contingencies, other than the CON Approval (as defined below), are not satisfied by the Outside Settlement Date.

(c) It is expressly agreed that if Settlement does not occur by the Outside Settlement Date due to the failure of any of the Contingencies, then Buyer may terminate this Agreement upon written notice to Seller. If, as of the date of such termination, the Contingency set forth in Section 4(c) has been satisfied, but either of the Contingencies set forth in Section 4(a) or 4(b) has not been satisfied, OR if the Contingency in Section 4(c) has not been satisfied and one of the other Contingencies in Section 4(a) or 4(b) has not been satisfied, then, in either such case, the Initial Deposit and all Further Deposits paid by Buyer shall be refunded to Buyer. If, as of the date of such termination, the Contingency set forth in Section 4(c) has not been satisfied, but both of the remaining Contingencies as set forth in Sections 4(a) and 4(b) have been satisfied, then the Initial Deposit shall be returned to Buyer and any and all Further Deposits paid by Buyer shall be retained by Seller.

3. Settlement.

(a) Subject to the Contingencies, Buyer does hereby agree to close on its purchase of the Property ("Settlement") no later than that date (the "Outside Settlement Date") which is the earlier to occur of (i) thirty (30) days after the Buyer's receipt of the CON Approval, or (ii) July 31, 2014; provided, however, Buyer shall have the right to extend the Outside Settlement Date for a period of sixty (60) days upon written notice to the Seller if the Buyer has pursued the CON Approval in good faith but has not received the CON Approval by July 31, 2014.

(b) Settlement shall be held at a date, time and location determined by Buyer, but in no event shall Settlement occur (i) later than the Outside Settlement Date (subject to the notice and cure provisions of Section 15 hereof, to the extent applicable), or (ii) earlier than seven (7) business days after Buyer provides written notice of the date, time and location of Settlement. At Settlement, all taxes shall be adjusted and prorated to the date of Settlement. Buyer shall pay for any examination of title for the Property and title insurance for the Property. At Settlement, the Buyer and Seller shall equally split the payment of all State and County transfer and recordation taxes relating to the sale of the Property.

(c) At Settlement, (i) Seller shall execute and deliver to Buyer (or Buyer's designee(s)) a Special Warranty Deed for the Property with good and marketable title, free and clear of liens, claims and encumbrances of any kind except Permitted Exceptions (as defined below), together with the FIRPTA certification of Seller, settlement statement, and any other documents reasonably necessary for the consummation of the transactions contemplated under

this Agreement, and (ii) If the holder of the Seller Note and Mortgage has consented in writing to the Buyer's assumption of the Seller Note and Mortgage, Buyer shall execute and deliver to Seller an assumption of the Seller Note and Mortgage, which shall be in such form as reasonably acceptable to the holder of the Seller Note and Mortgage. All other mortgages, liens and deeds of trust secured by the Property shall be paid by the Seller on or prior to the Settlement date.

(d) Buyer agrees to conduct an examination of title for the Property within thirty (30) days after the Effective Date. Within forty-five (45) days after the Effective Date (and within five (5) additional days after the receipt of any update, supplement or amendment of Buyer's title commitment), Buyer shall notify Seller in writing of Buyer's objection to any deficiencies, exceptions, or other matters set forth in Buyer's title commitment or survey of the Property. If Buyer objects to any matter, Seller shall have fifteen (15) business days after receipt of Buyer's objections within which to advise Buyer in writing of Seller's election, with respect to each specified objection, either to (i) take no action in connection therewith, or (ii) on or prior to Settlement, cure and eliminate the matter objected to by Buyer. Seller's failure to timely give such notice shall be conclusively deemed to constitute Seller's election not to cure and eliminate such objection. In the event Seller elects to take no action with respect to any Buyer objection, Buyer shall have fifteen (15) business days after receipt (or deemed receipt) of Seller's notice to advise Seller in writing of its election either to (a) waive such previously specified objection(s) and close the transaction contemplated hereby in accordance with the remaining provisions of this Agreement and without any abatement or reduction of the Purchase Price, or (b) terminate this Agreement and receive a refund of the Deposit. Buyer's failure to give written notice within such fifteen (15) business day period shall be conclusively deemed to constitute Buyer's election to terminate this Agreement. Notwithstanding anything contained herein to the contrary, Buyer shall not be required to object to monetary liens, judgments, security interests and other matters identified in the title commitment and any litigation or lien searches that can be discharged, released or eliminated by the payment of money and recording or filing of appropriate release documentation, it being agreed that all such liens, judgments, encumbrances and security interests shall be removed by Seller at or prior to Settlement. After the Effective Date, Seller shall not place any mortgages, liens, easements, covenants or restrictions against the Property without the written consent of Buyer. All exceptions and other matters disclosed in the Buyer's title commitment as to which Buyer has not given timely notice of objection, or as to which Buyer has waived objection as provided above, are referred to herein collectively as "Permitted Exceptions."

4. Conditions Precedent to Settlement. Buyer's obligation to purchase the Property pursuant to this Agreement is subject to the fulfillment of the following conditions precedent (hereinafter collectively referred to as the "Contingencies"):

(a) Title to the Property as of the date of Settlement shall be as required by this Agreement and shall not be subject to any exceptions other than Permitted Exceptions.

(b) At Settlement, there shall be no material breach or omission with respect to any warranty or representation made or given by Seller in this Agreement, and Seller shall have materially complied with all of its covenants and obligations under this Agreement and shall not be in material default hereunder.

(c) All necessary approvals for the construction of a 120-bed nursing facility on the Property shall have been granted to Buyer by all governmental authorities having jurisdiction thereof, including, without limitation, (i) issuance by the Maryland Health Care Commission of a certificate of need to operate a nursing home of at least 120 beds at the Property (the "CON Approval"), and (ii) any necessary zoning changes.

5. Feasibility Period, Access/Materials.

(a) Beginning on the Effective Date, and continuing until the earlier of (i) termination of this Agreement, or (ii) ninety (90) days after the Effective Date, the Buyer, its agents, contractors or employees, to investigate all aspects of the Property including, without limitation, soil and sub-soil conditions and to conduct environmental studies, engineering studies, market studies, land use and planning feasibility studies, drainage, access, sewer, and such other investigations as Buyer, in its sole discretion, may desire to determine the feasibility of acquiring and developing the Property. Buyer shall indemnify and hold Seller harmless relating to Buyer's and its agents' and employees' inspection of the Property, and Buyer shall promptly repair any damage to the Property caused by Buyer's inspection of the Property. Within five (5) days after the Effective Date, the Seller shall provide to Buyer copies of Seller's current title policy, including all underlying documents of title and the most recent survey of the Property, any violation notices received by Seller within the last three (3) years relating to the Property, any existing appraisals, engineering, zoning, soils and environmental studies and reports relating to the Property, and the current property tax bills, assessment notices and pending tax appeal documentation relating to the Property.

(b) If Buyer determines within ninety (90) days after the Effective Date (the "Feasibility Period") that, in Buyer's sole discretion, the Property is not feasible for Buyer's use, then Buyer may terminate this Agreement by sending written notice to Seller prior to expiration of the Feasibility Period, in which case the Deposits shall be refunded to the Buyer, and the Buyer and Seller shall have no further obligations to one another relating to the Agreement, except as otherwise specifically set forth herein.

(c) Buyer shall diligently pursue and take such actions as reasonably necessary to cause the issuance of the CON Approval, the application for which was submitted by Buyer to the Maryland Healthcare Commission on October 4, 2013.

6. Time. Time shall be considered of the essence in performance of the requirements of this Agreement.

7. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to be properly given or made (i) when personally delivered to the party or parties entitled to receive the notice, (ii) within five (5) days when sent by certified or registered mail, postage prepaid, or (iii) on the next business day if sent for next day delivery by a nationally recognized overnight courier, in each case, properly addressed to the party or parties entitled to receive such notice at the address stated below:

SELLER: St. Mary's Nursing Home, LLC
8028 Ritchie Highway, Suite 118
Pasadena, Maryland 21122
Attention: Gary L. Attman, Authorized Person

WITH COPY TO: Timothy J. Pursel, Esquire
Pursel & Drinkard, LLC
8808 Centre Park Drive
Suite 204
Columbia, Maryland 21045

BUYER: St. Mary's Healthcare Realty, LLC
920 Ridgebrook Road
Sparks, Maryland 21152
Attention: Kenneth Tabler

WITH COPY TO: Michael S. Blass, Esq.
Arent Fox LLP
1675 Broadway, 34th Floor
New York, NY 10019

8. Seller's Representations. Seller hereby represents, warrants and covenants to Buyer, which representations, warranties and covenants shall survive for a period of one (1) year after Settlement, that:

(a) From the date hereof until Settlement, the Seller will keep any mortgage(s) against the Property current and not in default, and pay taxes and other public charges against said Property so as to avoid forfeiture of Buyer's rights under this Agreement.

(b) As of the Effective Date and as of the Settlement Date, there is no threatened or pending litigation affecting the Property or Seller's ability to convey the same to Buyer at Settlement. Seller will immediately notify Buyer of any threatened or pending litigation affecting the Property or Seller's ability to convey the same to Buyer at Settlement.

(c) As of the Effective Date and as of the Settlement Date, neither the entering into of this Agreement, nor the performance hereof, will constitute a breach of, or result in a violation or default under, any law, regulation, court order, contract or instrument by which Seller or the Property is bound.

(d) As of the Effective Date and as of the Settlement Date, to the best of Seller's knowledge and belief, Seller is not in violation of any covenants, conditions, restrictions, rights-of-way or easement affecting the Property, or any portion thereof.

(e) As of the Effective Date and as of the Settlement Date, Seller has not made any proffers, commitments or promises with respect to the Property to any governmental authority or to any adjoining or surrounding property owners, prospective Buyers, or others which would in any manner be binding upon Buyer. The entering into of this Agreement by Seller does not conflict with any other commitments or contractual agreements of Seller, and no person or entity has any right or option to acquire or lease any or all of the Property or any right of first refusal with regard to the lease or purchase of the Property.

(f) As of the Effective Date and the Settlement Date, Seller is the fee simple owner of the Property and Seller has the power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder, and this Agreement is valid and enforceable upon Seller in accordance with its terms.

(g) As of the Effective Date and the Settlement Date, there are no leases, licenses or any other agreements whereby any party other than the Seller has the right to use or occupy all or any portion of the Property.

9. Condemnation. If before Closing any of the Property is taken by condemnation or the exercise of any power of eminent domain, (each of which actions is referred to herein as a "Condemnation") Seller shall promptly give written notice thereof to Buyer, and Buyer may at its sole discretion, not later than the 15th day after receiving such written notice, terminate this Agreement by giving Seller written notice thereof, in which event the Deposits shall be returned to Buyer and the parties hereto shall thereafter have no liability to each other hereunder, except for any surviving rights. If Seller gives such Notice to Buyer and Buyer does not terminate this Agreement within such time, (a) Buyer shall be deemed to have waived its right to terminate this Agreement on account of such Condemnation, and Buyer shall be obligated to complete Closing in accordance with the terms of this Agreement, (b) the Purchase Price shall not be reduced on account of such Condemnation, (c) at Closing Seller shall pay to Buyer any award made for such Condemnation and received by Seller before Closing, and assign to Buyer all of Seller's right, title and interest in and to any award made for such Condemnation after Closing (in each case, except for any portion of such award made to compensate Seller for business interruption, loss of rent or any other loss sustained by Seller as a result of such casualty, and allocable to the period before Closing), and (d) after Closing Buyer shall be entitled to receive all proceeds of such Condemnation and may contest, in Seller's and/or Buyer's names, the validity of such Condemnation and/or the amount of the proceeds offered or awarded therein.

10. Agents and Commission. Each party hereto hereby represents and warrants to the other that, in connection with the sale and purchase of the Property, the party so representing and warranting has not dealt with any purchase consultant, broker, agent or finder, and there is no commission, charge or other compensation due on account thereof. Each party hereto shall indemnify and hold harmless the other against and from any inaccuracy in such party's representations hereunder

11. Assignment. Buyer may assign its rights hereunder to any party without Seller's prior written approval.

12. Agreement Binding. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives and permitted assigns. Any amendment or modification to this Agreement shall not be valid unless it is in writing and signed by the Buyer and Seller. This Agreement contains the final and entire agreement between the parties, and they shall not be bound by any terms, conditions, statements, or representatives, oral or written, not herein contained.

13. Construction. This Agreement shall be construed in accordance with the laws of the State of Maryland, exclusive of its conflicts of laws provisions.

14. Counterparts. This Agreement may be signed in various counterparts, which together shall constitute one and the same instrument.

15. Default/Remedies.

(a) Upon any default by Buyer with regard to its representations, warranties, covenants and agreements hereunder (a "Buyer Default"), and if such Buyer Default is not cured by Buyer within thirty (30) days after written notice thereof, Seller shall be entitled, as its sole and exclusive remedy at law or in equity on account of such Buyer Default, after such declaration of default, to declare a forfeiture of the Deposits and terminate this Agreement by giving written notice thereof to Buyer. If Seller terminates this Agreement and declares a forfeiture of the Deposits pursuant to this paragraph, then (i) the Initial Deposit shall be delivered by Escrow Agent to Seller, and (ii) the Further Deposits, if any, shall be retained by Seller, and such Deposits shall be deemed to have been forfeited to Seller as liquidated damages, and this Agreement shall thereupon automatically terminate, and the parties hereto shall thereafter have no further obligation to each other hereunder. The parties hereto agree that, if a Buyer Default occurs, the actual damages thereby incurred by Seller would be difficult to measure, and that Seller's forfeiture and retention of the Deposits would represent reasonable compensation to Seller on account thereof. Without limiting the generality of the foregoing provisions of this paragraph, Seller shall under no circumstances have, and Seller hereby waives, any right to seek against Buyer specific performance of any or all of Buyer's obligations hereunder.

(b) Upon any default by Seller with regard to its representations, warranties, covenants and agreements hereunder (a "Seller Default"), and such Seller Default is not cured by Seller within thirty (30) days after written notice thereof, Buyer shall be entitled, to (a) pursue specific performance of Seller's obligations hereunder, or (b) terminate this Agreement by giving written notice thereof to Seller, and pursuing whatever additional legal remedies may be available to Buyer. If Buyer terminates this Agreement pursuant to this paragraph, the Deposits shall immediately be returned to Buyer in accordance with this Agreement, and this Agreement shall thereupon automatically terminate.

(c) It is understood that the notice and cure provisions set forth in this Section 15 shall not be applicable to the termination provisions contained in Sections 3(d), 5(b), and 9 of this Agreement.

16. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provision of this Agreement unless the consummation of the transaction contemplated hereby is adversely affected thereby.

17. Possession. Possession of the Property sold and conveyed pursuant to this Agreement will be given at Settlement.

18. Alternate Sale of Membership Interests. By mutual written agreement of Seller and Buyer entered into at least ten (10) days prior to Settlement, the transaction contemplated by this Agreement may be restructured as a sale by the members of the Seller of 100% of the membership interests (the "Membership Interests") in the Seller in lieu of the sale of the Property.

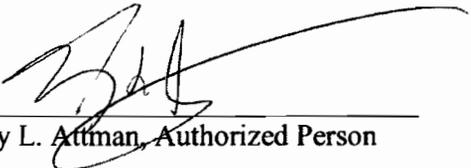
[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BUYER:
St. Mary's Healthcare Realty, LLC

By: _____
Name: Kenneth Tabler
Title: Manager

SELLER:
St. Mary's Nursing Home, LLC

By:  _____
Gary L. Attman, Authorized Person

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BUYER:
St. Mary's Healthcare Realty, LLC

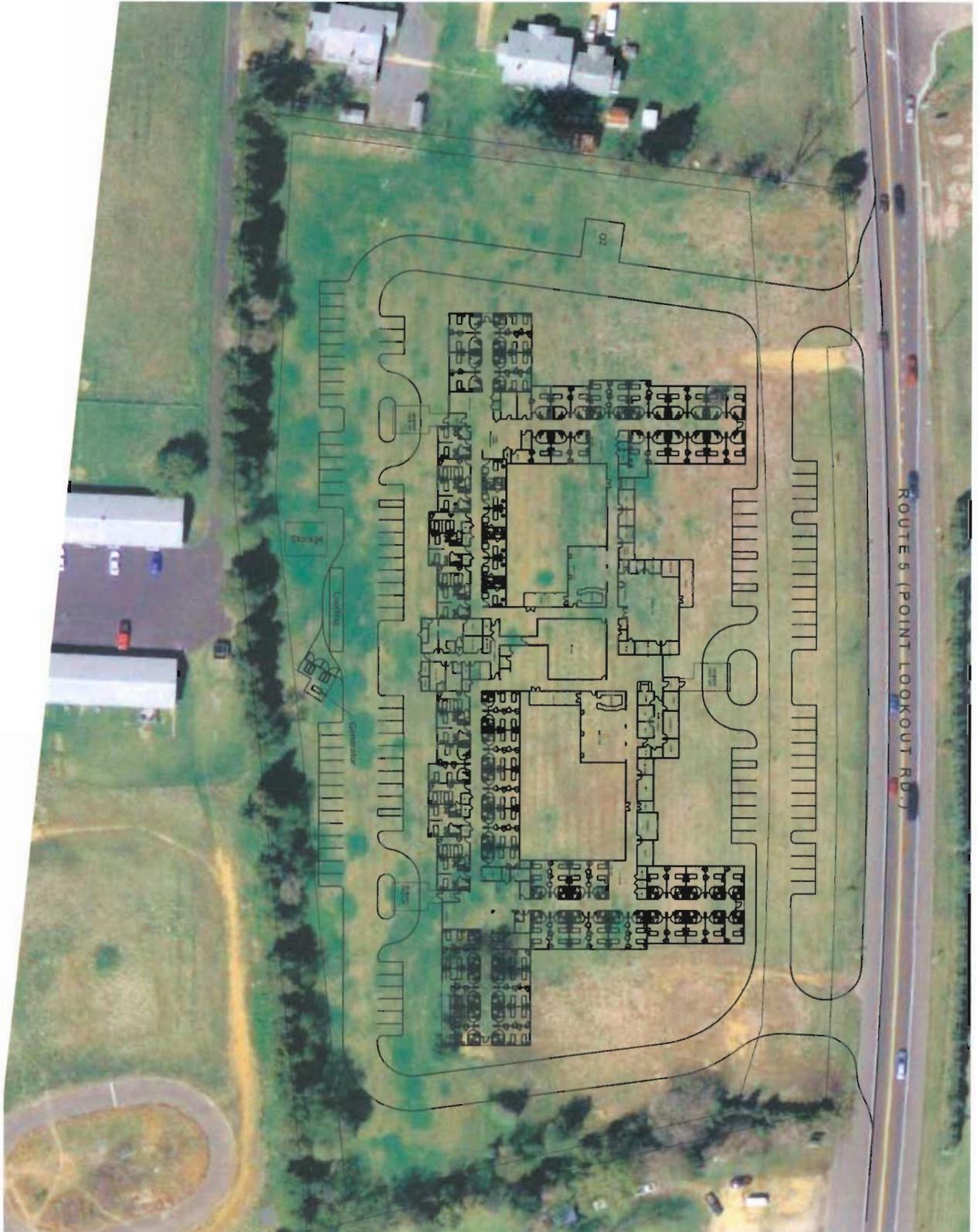
By: Ken Tabler
Name: Kenneth Tabler
Title: Manager

SELLER:
St. Mary's Nursing Home, LLC

By: _____
Gary L. Attman, Authorized Person

Exhibit 5
Project Drawings

CONCEPTUAL SITE PLAN



ARCHITECT OF RECORD
J.F. JOCHUM ARCHITECTS, LLC
 13 WEST HIGH STREET
 HANCOCK, MARYLAND 21750
 301-991-0546

ASSOCIATE ARCHITECT
PI ARCHITECTS
 3500 JEFFERSON STREET, SUITE 303
 AUSTIN, TX 78731
 512-231-1910

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ARCHITECT'S CERTIFICATION:
 I Certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Maryland licence number 10322, expiration date 4-19-15.

Jerome F. Jochum

CONCEPTUAL
 SITE PLAN 8.5X11

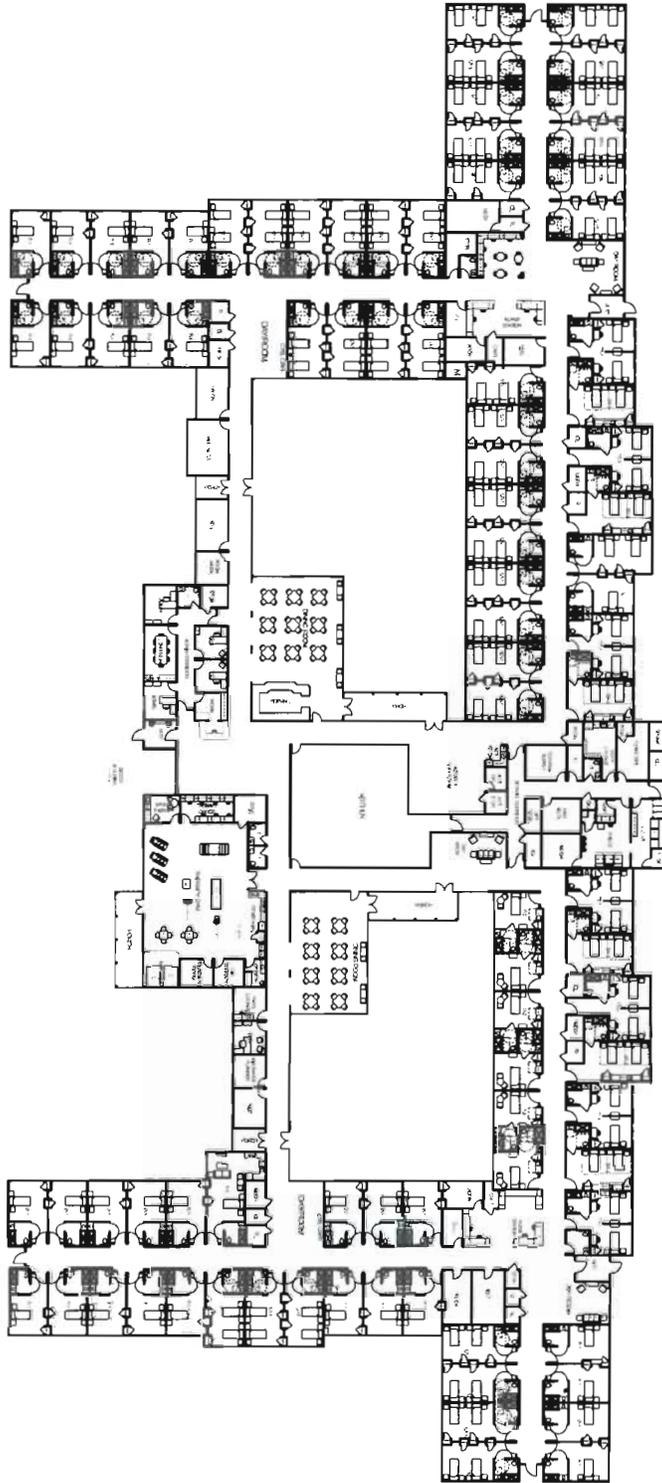
A-3

DATE:
 01/07/2014
 PROJECT NUMBER:
 13032
 ISSUE:
 CONCEPTUAL DESIGN

1

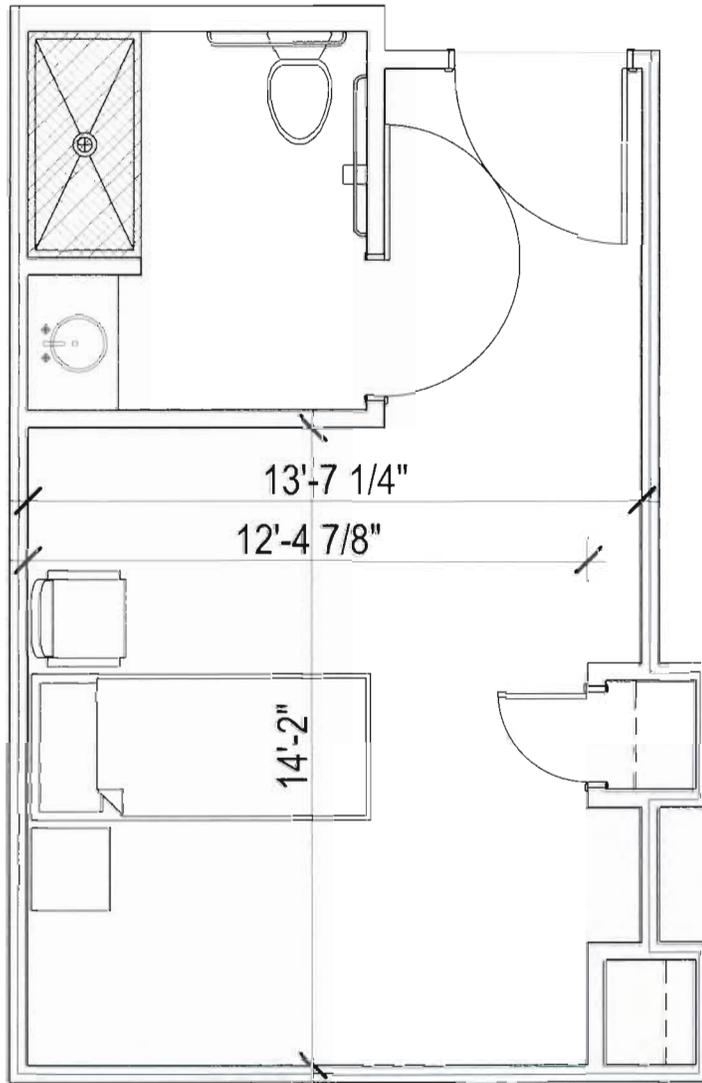
FLOOR PLAN

SCALE: 1/64" = 1'-0"



140 BEDS TOTAL
66,272 SQUARE FEET
2623' PERIMETER

<p>ARCHITECT OF RECORD J.F. JOCHUM ARCHITECTS, LLC 13 WEST HIGH STREET HANCOCK, MARYLAND 21750 301-991-0546</p>	<p>FUNDAMENTAL BLUE HERON NURSING & REHABILITATION CENTER</p> <p>PINEY POINT RD. & POINT LOOKOUT RD. CALLAWAY, MD 20620</p>	<p>ARCHITECT'S CERTIFICATION: I Certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Maryland license number 10322, expiration date 4-19-15.</p>	<p>CONCEPTUAL PLAN 8.5X11</p> <p>A-4</p>
<p>ASSOCIATE ARCHITECT PI ARCHITECTS 3500 JEFFERSON STREET, SUITE 303 AUSTIN, TX 78731 512-231-1910</p>	<p><small>COPYRIGHT INFORMATION NOTICE: THE DESIGN CONCEPTS EMBODIED IN THESE DOCUMENTS ARE SPECIFICALLY FOR THIS PROJECT. INFORMATION CONTAINED HEREIN REMAINS THE SOLE PROPERTY OF PI ARCHITECTS, IS CONFIDENTIAL AND PROPRIETARY AND IS NOT TO BE COPIED, REPRODUCED, DISCLOSED OR OTHERWISE TRANSFERRED TO OTHER PARTIES IN ANY FORM WHATSOEVER WITHOUT THE EXPRESS WRITTEN CONSENT OF PI ARCHITECTS.</small></p>	<p>Jerome F. Jochum</p>	<p><small>DATE: 01/07/2014 PROJECT NUMBER: 13032 ISSUE CONCEPTUAL DESIGN</small></p>



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 301-991-0546

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 512-231-1910

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 CALLAWAY, MD 20620

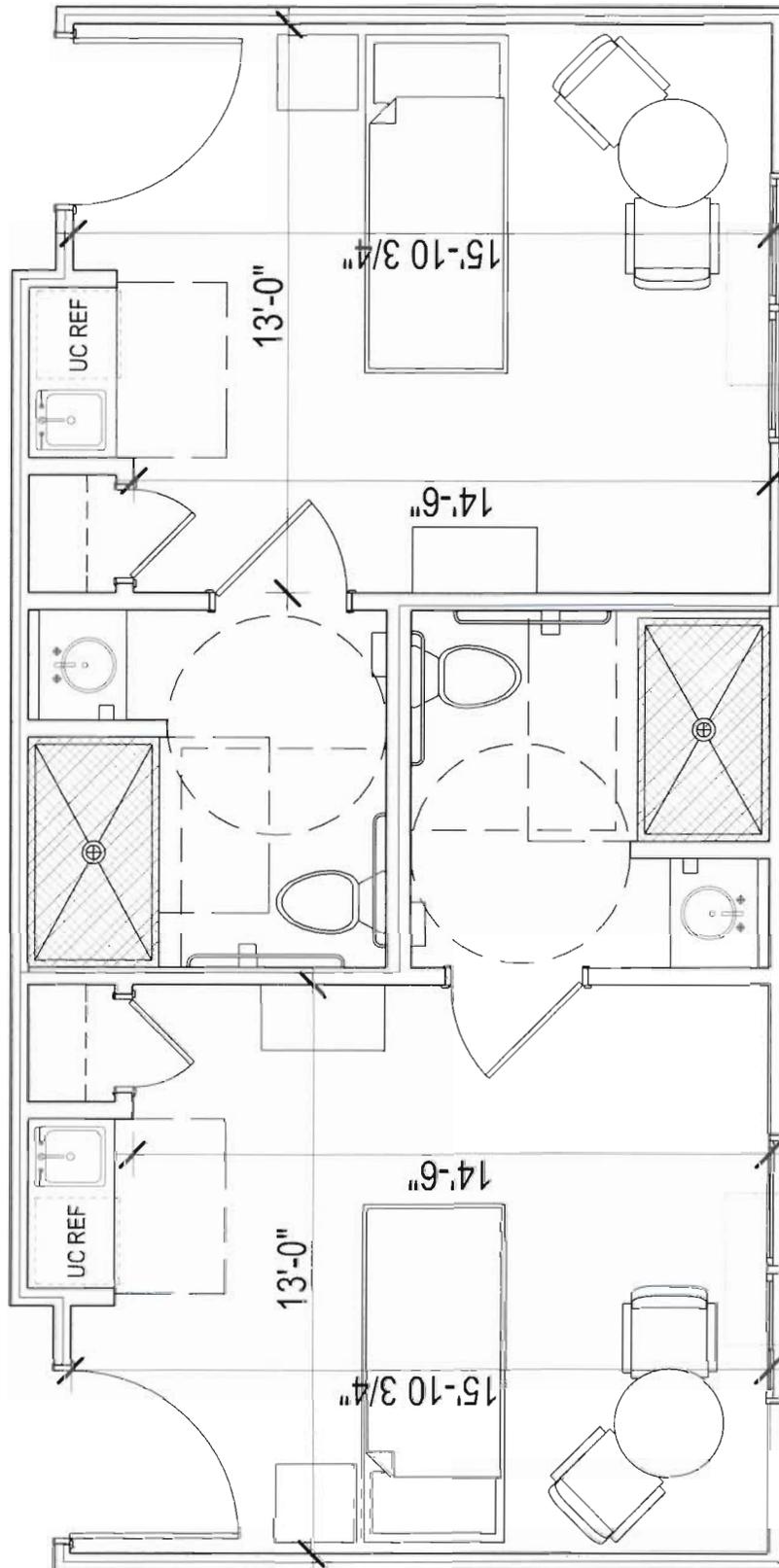
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ARCHITECT'S CERTIFICATION:
 I Certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Maryland licence number 10322, expiration date 4-19-15.

Jerome F. Jochum

ROOM TYPE P-1
P-1

DATE: 01/07/2014
 PROJECT NUMBER: 13032
 ISSUE: CONCEPTUAL DESIGN



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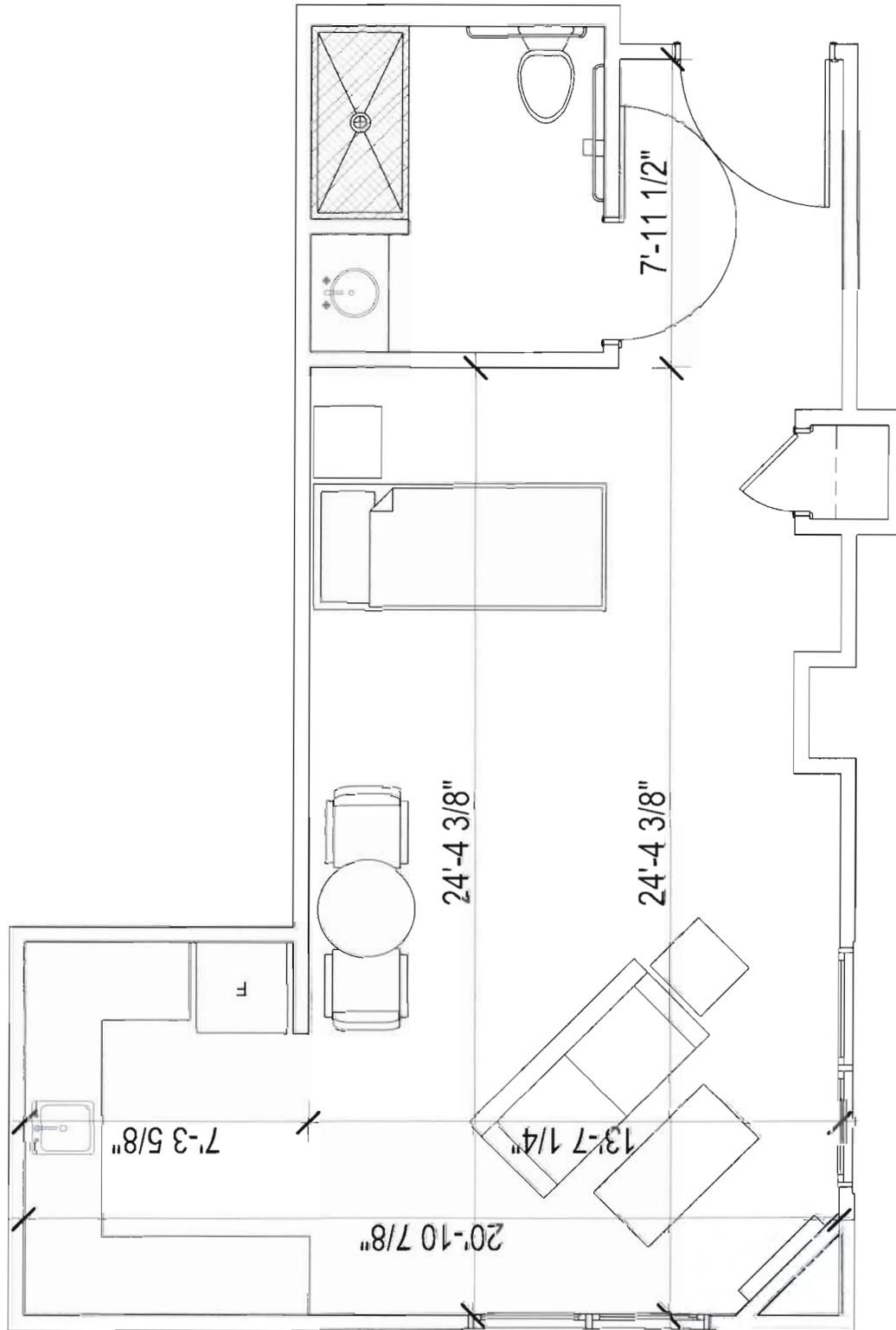
ARCHITECT'S CERTIFICATION:
 I Certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Maryland license number 10322, expiration date 4-19-15.

 Jerome F. Jochum

ROOM TYPE P-2

P-2

DATE:
 01/07/2014
 PROJECT NUMBER:
 13032
 ISSUE:
 CONCEPTUAL DESIGN



ARCHITECT OF RECORD
J.F. JOCHUM ARCHITECTS, LLC
 13 WEST HIGH STREET
 HANCOCK, MARYLAND 21750
 301-991-0546

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 3500 JEFFERSON STREET, SUITE 303
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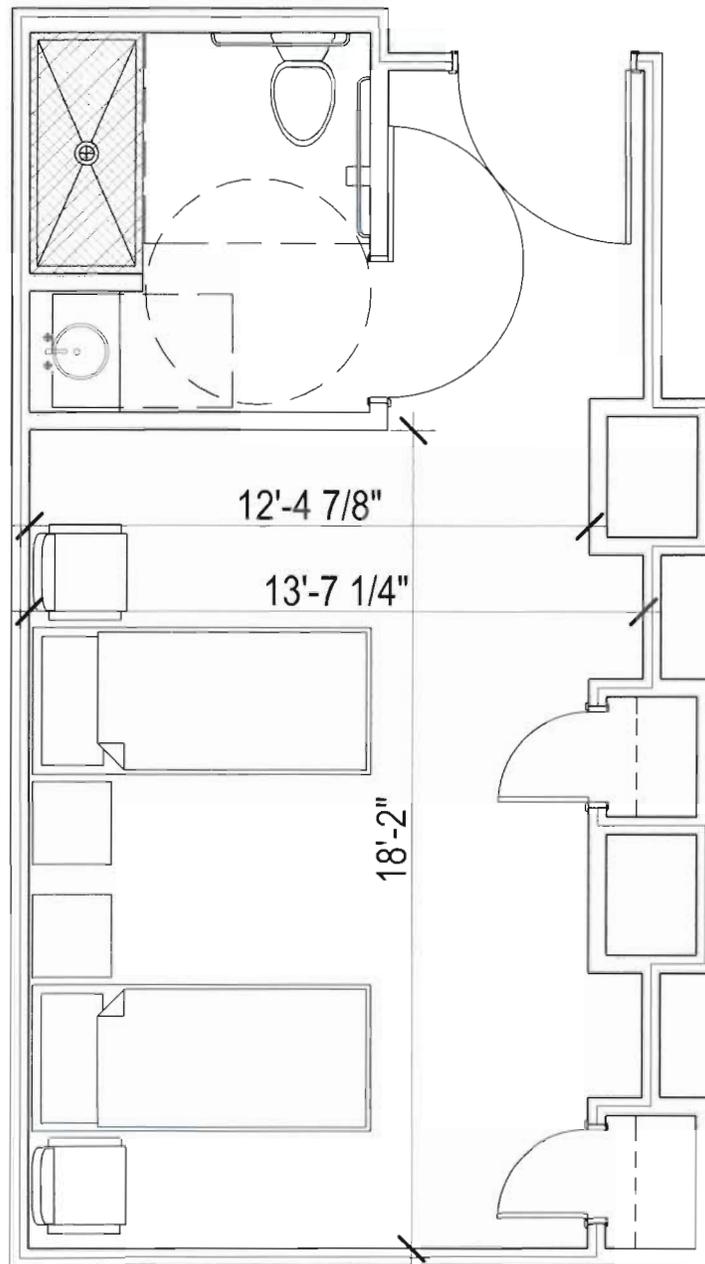
ARCHITECT'S CERTIFICATION:
 I Certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Maryland license number 10322, expiration date 4-19-15.

 Jerome F. Jochum

ROOM TYPE P-3

P-3

DATE: 01/07/2014
 PROJECT NUMBER: 13032
 ISSUE: CONCEPTUAL DESIGN



ARCHITECT OF RECORD
J.F. JOCHUM ARCHITECTS, LLC
 13 WEST HIGH STREET
 HANCOCK, MARYLAND 21750
 301-991-0546

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PI ARCHITECTS
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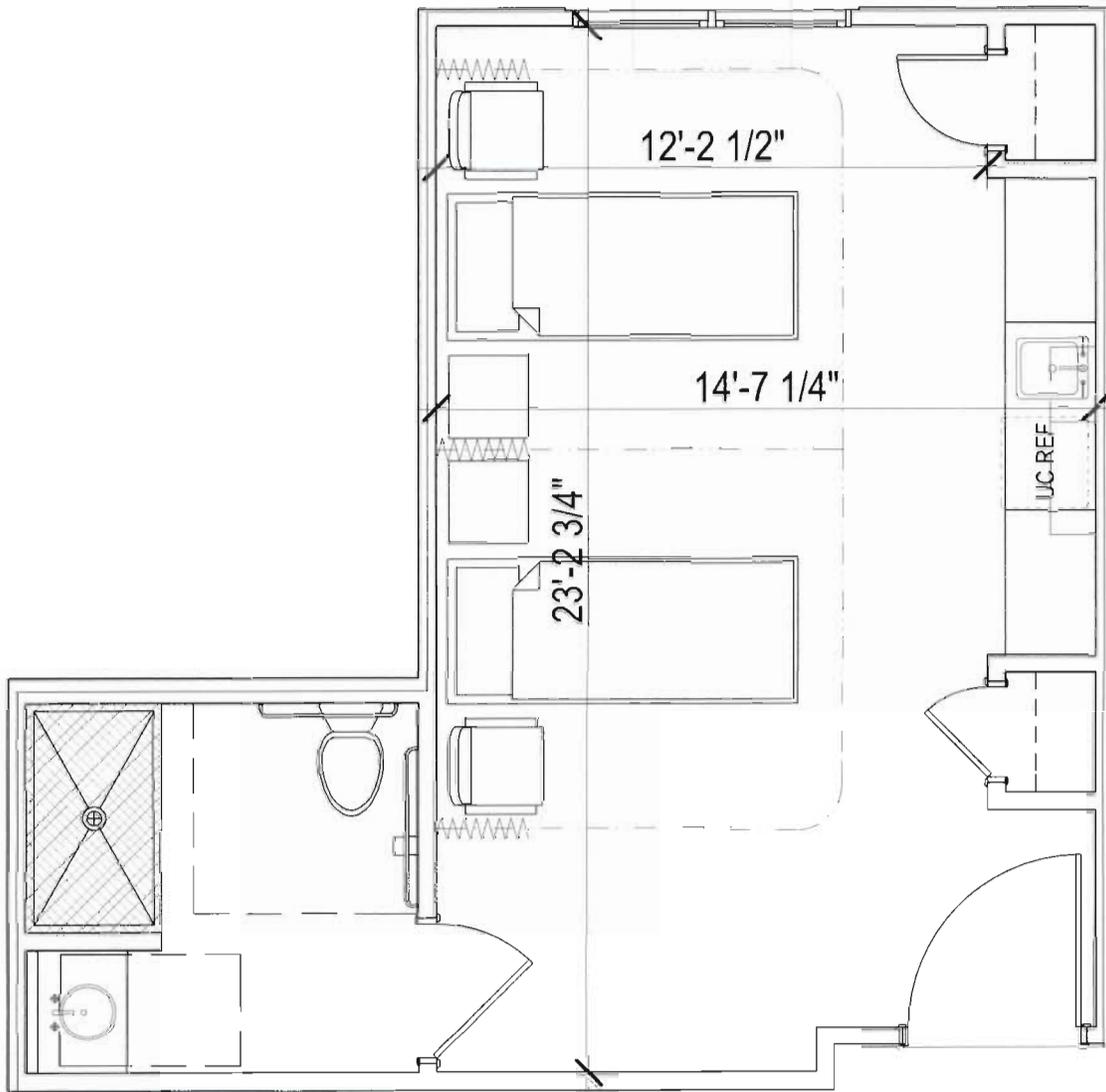
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Jerome F. Jochum

ROOM TYPE SP-1

SP-1

DATE:
 01/07/2014
 PROJECT NUMBER:
 13032
 ISSUE
 CONCEPTUAL DESIGN



ARCHITECT OF RECORD
J.F. JOCHUM ARCHITECTS, LLC
 13 WEST HIGH STREET
 HANCOCK, MARYLAND 21750
 301-991-0546
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PI ARCHITECTS
 3500 JEFFERSON STREET, SUITE 303
 AUSTIN, TX 78731
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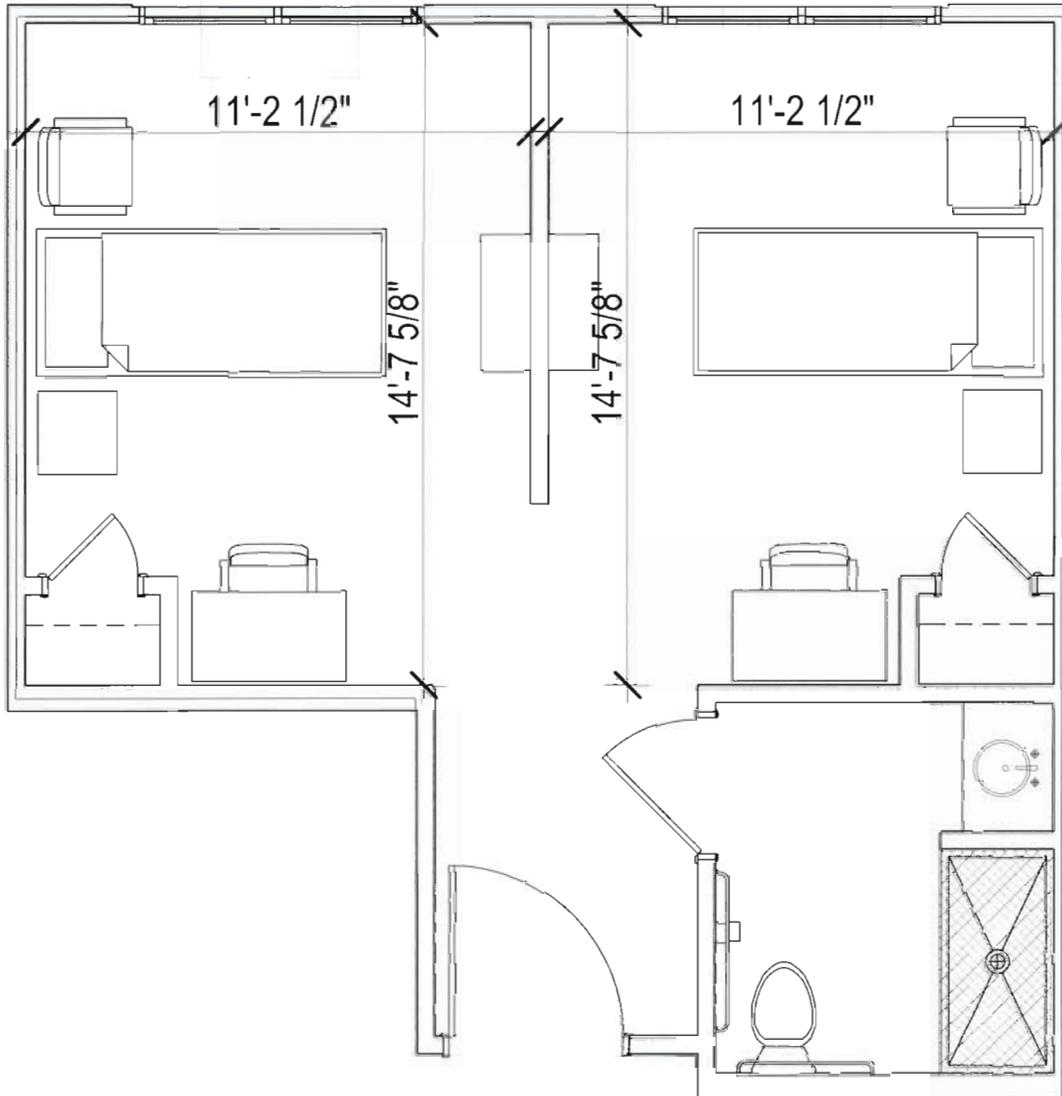
ARCHITECT'S CERTIFICATION:
 I Certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Maryland licence number 10322, expiration date 4-19-15.

Jerome F. Jochum

ROOM TYPE SP-2

SP-2

DATE: 01/07/2014
 PROJECT NUMBER: 1-3032
 ISSUE: CONCEPTUAL DESIGN



ARCHITECT OF RECORD
J.F. JOCHUM ARCHITECTS, LLC
 13 WEST HIGH STREET
 HANCOCK, MARYLAND 21750
 301-991-0546

ASSOCIATE ARCHITECT
PI ARCHITECTS
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 512-231-1910

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ARCHITECT'S CERTIFICATION:
 I Certify that these documents were prepared or approved by me, and that I am a duly licensed architect under the laws of the State of Maryland license number 10322, expiration date 4-19-15.

Jerome F. Jochum

ROOM TYPE TT-1

TT-1

DATE: 07/07/2014
 PROJECT NUMBER: 13032
 ISSUE: CONCEPTUAL DESIGN

Exhibit 6
Revised Project Budget

1. Capital Costs:		Original	Modified
a. New Construction			
(1)	Building	\$9,450,000	\$9,450,000
(2)	Fixed Equipment (not included in construction	\$0	\$0
(3)	Land Purchase	\$1,675,000	\$1,675,000
(4)	Site Preparation	\$1,450,000	\$1,450,000
(5)	Architect/Engineering Fees	\$380,000	\$380,000
(6)	Permits (Building, Utilities, Etc.)	\$30,000	\$30,000
SUBTOTAL		\$12,985,000	\$12,985,000
b. Renovations			
(1)	Building		
(2)	Fixed Equipment (not included in construction		
(3)	Architect/Engineering Fees		
(4)	Permits (Building, Utilities, Etc.)		
SUBTOTAL		\$0	\$0
c. Other Capital Costs			
(1)	Major Movable Equipment	\$325,000	\$325,000
(2)	Minor Movable Equipment	\$1,100,000	\$1,100,000
(3)	Contingencies	\$500,000	\$750,000
(4)	Other (Specify)	\$10,000	\$10,000
SUBTOTAL		\$1,935,000	\$2,185,000
TOTAL CURRENT CAPITAL COSTS (a - c)		\$14,920,000	\$15,170,000
d. Non-Current Capital Costs			
(1)	Inflation	\$400,000	\$400,000
(2)	Capitalized Construction Interest	\$400,000	\$400,000
TOTAL PROPOSED CAPITAL COSTS		\$15,720,000	\$15,970,000
(a - e)			
2. <u>Financing Cost and Other Cash Requirements:</u>			
a.	Loan Placement Fees	\$150,000	\$150,000
b.	Bond Discount		
c.	Legal Fees, Printing, etc.	\$70,000	\$70,000
d.	Consultant Fees		

CON Application Assistance	\$25,000	\$25,000
Other (Purchase bed rights)		
e. Liquidation of Existing Debt		
f. Debt Service Reserve Fund		
g. Principal Amortization Reserve Fund		
h. Other		
TOTAL (a - h)	\$245,000	\$245,000
3. <u>Working Capital Startup Costs</u>	\$1,000,000	\$1,000,000
TOTAL USES OF FUNDS (1 - 3)	\$16,965,000	\$17,215,000
B. <u>Sources of Funds for Project:</u>		
1. Cash	\$1,725,000	\$1,975,000
2. Pledges:Gross less allowance for uncollectable = Net		
3. Gift, bequests		
4. Interest income (gross)		
5. Authorized Bonds		
6. Mortgage	\$14,240,000	\$14,240,000
7. Working capital loans	\$1,000,000	\$1,000,000
8. Grants or Appropriation		
(a) Federal		
(b) State		
(c) Local		
9. Other (Specify)		
TOTAL SOURCES OF FUNDS (1 - 9)	\$16,965,000	\$17,215,000

Exhibit 7

Updated Department of Land Use Letter

**ST. MARY'S COUNTY GOVERNMENT
DEPARTMENT OF LAND USE
AND GROWTH MANAGEMENT**

Phillip J. Shire, Director

William B. Hunt, AICP, Deputy Director



BOARD OF COUNTY COMMISSIONERS

Francis Jack Russell, President

Lawrence D. Jarboe, Commissioner

Cynthia L. Jones, Commissioner

Todd B. Morgan, Commissioner

Daniel L. Morris, Commissioner

November 18, 2013

Wayne M. Davis
Wayne M. Davis, Inc.
23511 Hollywood Road
Leonardtown, Maryland 20650

Ref: LUGM File 09-200-002, Future Home and Health Care Facility, Callaway
Maryland, Water/Sewer Connections

Dear Mr. Davis:

Please be advised that the recent Comprehensive Water and Sewerage Plan (CWSP) amendment for the referenced site provides new plan categories of W-3D and S-3D. This designation will allow you to complete the site plan process and also to enter into a public works agreement with the Metropolitan Commission (METCOM).

Once the final site plan has been approved and a public works agreement executed with METCOM (including posting of bonds, fees, etc.) connection to the public water/sewer system and activation of the new facility may be permitted. There is no legislative process to go from W-3D/S-3D to W-1/S-1; it is automatic upon connection.

There is currently ample capacity at the Marlay-Taylor Wastewater Treatment Plant to accommodate the 62 EDU's (sewer allocations) needed for the proposed care facility.

Please contact me at 301-475-4200 ext. 1507 if you have any comments, questions or require additional information regarding this matter.

Sincerely,

Phillip J. Shire
Director

Exhibit 8
Wellness Program

Program
Overview

WELLNESS PROGRAM

WHAT IS WELLNESS?

- **Wellness** - a multidimensional state of being describing the existence of positive health in an individual as exemplified by quality of life and a sense of well-being (President's Council on Physical Fitness and Sports, 2001).
- **Well-being** - the presence of positive emotions and moods (e.g., contentment, happiness), the absence of negative emotions (e.g., depression, anxiety), satisfaction with life, fulfillment and positive functioning. In simple terms, well-being can be described as judging life positively and feeling good (Centers for Disease Control and Prevention, 2013).
- **Health** - a state of complete physical, mental and social well-being and not merely the absence of disease or infirmity (World Health Organization, 1948).

WELLNESS DOMAINS



WELLNESS DOMAINS

- ***Physical** – the ability to maintain quality of life through fitness, independence, the acquisition of healthy behaviors and the avoidance of destructive habits (e.g. engaging in physical activity, healthy/ adequate nutrition, adequate sleep, stress management, limiting alcohol intake, not smoking, making appointments for check-ups and following medical recommendations).
- **Spiritual** - Living with a meaning and purpose in life, guided by personal values, that allows for congruency with actions and a sense that a shared purpose that binds creation together is present. Enhancement strategies include group and individual faith-based activities, personal meditation, mindful exercise (yoga, tai chi) and experiencing nature.

WELLNESS DOMAINS

- **Social** – Ability to relate to, connect with and maintain positive relationships with other people. Fostered by joining clubs, traveling, visiting friends and family and engaging in intergenerational experiences.
- **Professional/ Vocational** – Engaging in meaningful and productive work or pursuits that utilizes a person’s skills while providing challenge, personal satisfaction and allowing for positive contribution to an organization and/or society. Enhancement strategies include participating in the paid and unpaid workforce, maintaining or improving skills, volunteering, caregiving, mentoring, teaching and pursuing leisure-time vocations/ hobbies.

WELLNESS DOMAINS

- Emotional – ability to understand, acknowledge, share, direct and cope with positive and negative feelings and/ or emotions. Emotions are the lens through which people view the world and behaving in a balanced, trustworthy and respectful way signals emotional wellness. Fostered through peer counseling, stress management, humor/laughter and personal histories.
- Intellectual/ Cognitive - Engaging in creative pursuits and intellectually stimulating activities that allows for new learning and acquisition of skills. There are many ways to stay intellectually active including taking courses, journaling, painting and challenging oneself with games and puzzles.

WELLNESS DOMAINS

- Environmental – The ability to recognize an individual role in safeguarding the environment and to contribute favorably to the planet’s well-being. Facilitated by engaging with natural environments (i.e. use of outdoor spaces, walking paths, vegetable gardens and meditation) and respecting resources by choosing “green” processes that recycle and preserve resources.
- Luxury – living in an opulent, self-determined, enriching and resplendent manner (as defined by FCOS) 😊

*As described by International Council on Active Aging (2013).

WELLNESS PROGRAM GOALS

■ Goals

- 1.** Establish a program that encompasses the continuum of wellness domains that can be provided as a coordinated and measurable client service.
- 2.** Differentiate facility in community as a sophisticated provider of wellness services that incorporates a true holistic and integrative approach.
- 3.** Create a community network of healing arts and wellness practitioners with the facility and its community members as active, supportive and participating members.
- 4.** Engage facility team members to participate in and actively benefit from a committed approach to personal wellness.
- 5.** Establish facility as a recognized health and wellness resource.

Eight
Domains
of
Wellness

PROGRAM COMPONENTS

PHYSICAL

Strength • Flexibility • Endurance • Function • Balance • Coordination

- **Health Assessment**
 - **Function**
 - **Muscle Performance**
 - **Locomotion**
 - **Endurance**
 - **Physiological/ system function (HR, RR, BP, BMI, Visual Acuity, WT, HT)**
 - **Health history**
 - **Risk factors**
- **Fitness prescription**
- **Fitness program**
 - **Group/ Individual exercise program**
 - **Strength training/ aerobic exercise/ flexibility/ balance/ coordination**
 - **Fitness education**
 - **Traditional and technology based recreation**
 - **Yoga, Tai Chi, dance**

SPIRITUAL

- Faith • Service • Compassion • Giving • Fellowship • Peace • Purpose
- Spiritual wellness assessment
 - Education on spirituality (meaning, practice, diversity)
 - Instruction in meditation/ reflection/ journaling
 - Chaplain program
 - Spiritual consultation process
 - Community service program (practicing compassion, giving and forgiveness through community service)
 - National day of prayer (or other cultural observance) activities
 - Religious text study
 - Individual prayer/ prayer group
 - Journaling

SOCIAL

Participation • Support • Interdependence • Compassion • Harmony

- Social wellness assessment
- Education on social wellness (meaning, practice, diversity)
- Support / special interest groups (in person/ virtual)
- Counseling programs (peer to peer, professional)
- Intergenerational programming
- Community affiliations (schools, healthcare institutions, advocacy groups, CCRCs, fitness clubs, charitable organizations)
- Family integration program (education, inclusion, empowerment)
- External speaker/ education calendar (political, social, artistic, entertainment)

VOCATIONAL

Contribute • Passion • Productive • Constructive • Interest • Ambition

- Vocational wellness assessment
- Education on vocational wellness (meaning, practice)
- Volunteer program
- Peer to peer mentoring program
- Partnerships with community organizations (schools, healthcare institutions, charity groups, advocacy groups)
- Community event participation/ resident lead initiatives
- Vocational outlets - workshop, creative arts, garden, computer, teaching

EMOTIONAL

Optimism • Trust • Confidence • Flexible • Adjusted • Balance

- Emotional wellness assessment (quality of life, mood)
- Education on emotional wellness
 - Meaning
 - Assertiveness
 - Self-esteem
 - Locus of control
 - Coping
 - Stress management/ relaxation
- Counseling programs (peer to peer, professional)
- Alternative relaxation modalities (yoga, meditation, massage)
- Support groups (topic and condition specific)
- Community service program

INTELLECTUAL

- Challenge • Stimulation • Growth • Creativity • Curiosity • Engaged
- Cognitive/ intellectual wellness assessment
 - Education on intellectual wellness
 - Creative arts program (with gallery, exhibit hall)
 - Creative writing program
 - Language development program
 - Neurobics
 - Music appreciation/ therapy
 - Nutrition
 - Library
 - Lifelong learning program (in collaboration with local high school/ college or web based)
 - External speaker/ educator calendar (political, social, artistic)

ENVIRONMENTAL

- Preserve • Sustain • Contribute • Protect • Connect • Respect
- Environmental wellness assessment
 - Education on environmental wellness
 - Education on environment, conservation, sustainability
 - Establish environmental protection/ sustainability initiatives (recycling, composting, energy conservation projects)
 - Facilitate access to nature (walks/ rides, telescope, media, plants)
 - Access to animals (trips, pets, adoption, service with shelters)
 - Horticulture program
 - Community event/ association participation (farmer's markets, advocacy groups)
 - Noise reduction/ facility cleanliness awareness
 - Environmental stewardship at facility operations levels

LUXURY

- Health Spa Amenities (facials, body wraps, detoxifications, reflexology, craniosacral therapy, cleanses)
- Executive therapy scheduling
- Concierge services
- Private decorating/ purchasing consultation
- Video enhanced caregiver/ physician medical status communication
- Private training/ private service consultation (onsite/ offsite)
- Private transportation

CORE PROGRAM ELEMENTS

- Community Education/ Outreach
- Quarterly National Health Observance Events
- Domains of Wellness Educational Series
- Wellness assessment protocol
- Wellness program prescription
- Wellness Program Menu to include elements from each domain of wellness
- 'Luxury' and exclusive service elements
- Outcome assessment program

COMMUNITY EDUCATION/ OUTREACH

- Monthly educational lunch and learns
- Monthly recognition of national health observances
- Quarterly community wellness event
- Annual health and wellness community event
- Partnership with local and national health and wellness associations and practitioners
- Integrated participant in community wellness initiatives
- Integrated participant in community service programs

WELLNESS ASSESSMENT

- Medical History Review/ Risk Factor Identification
- Wellness/ Quality of Life Assessment - WHOQOL-BREF
- Function - Independence in locomotion/ ADLs
- Muscle Performance - 30 Second Chair Stand/ Hand Grip
- Locomotion - Gait speed
- Endurance - 2 minute or 6 minute walk test
- Cognition - St Louis University Mental Status Exam (SLUMS)
- Mood - Hospital Anxiety and Depression Scale (HADS)
- Medical - HR, RR, BP, Visual Acuity/ Field, BMI, WT, HT, Sleep

WELLNESS PRESCRIPTION

- Review of assessment outcomes
 - Review of strengths
 - Review of risk factors
 - Prioritization of wellness deficit areas
- Personalized wellness prescription
 - Based on quantitative assessment
 - Goal and outcome directed
 - Specific modalities prescribed
- Resource provision/ modality scheduling
- One month follow up scheduled
- Annual Wellness Assessment scheduled

OUTCOME MEASURES

- Community participation
- Customer satisfaction
- Quality of life/ Wellness
- Resident mood and behaviors
- Physical/ functional improvement
- Census per payor

NEXT STEPS

- Establish core wellness team
- Establish specialty programs manager position
- Set weekly team meeting
- Complete wellness scorecard
- Initiate work plan

CRITICAL ELEMENTS FOR SUCCESS

- Full leadership team support
- Dedicated special programs manager
- Enthusiastic core team
- Full community participation
- Faithful use of work plan
- Ongoing collaboration with FCOS consultants

REFERENCES

- Centers for Disease Control and Prevention (2013). Well-being Concepts. Located: <http://www.cdc.gov/hrqol/wellbeing.htm#three>
- Corbin, C. and Pangrazi, R. (2001). Toward a Uniform Definition of Wellness: A Commentary. President's Council on Physical Fitness and Wellness: Research Digest, 3 (15), 2001.
- Internationals Council on Active Aging (2013). The Seven Dimensions of Wellness. Located: <http://www.icaa.cc/activeagingandwellness/wellness.htm>
- World Health Organization. 1948. Preamble to the Constitution of the World Health Organization. Official Records of the World Health Organization, no. 2, p. 100.

Exhibit 9

Nursing Homes/Annual Surveys

FUNDAMENTAL FAMILY OF NURSING FACILITIES

as of 1/9/2014

No.	Facility Name	Address	City	ST	Zip Code	Last Annual Survey Exit Date	Total # of Tags	Most Severe Deficiency
1.	Fruitvale Healthcare Center ¹	3020 E. 15th Street	Oakland	CA	94601	10/24/2013	8	E
2.	Indian Meadows Healthcare Center	6505 W. 103rd st.	Overland Park	KS	66212	6/19/2013	5	E
3.	ABC Health Care ²	307 East South Street	Harrisonville	MO	64701	7/11/2013	18	F
4.	Autumn Terrace Health & Rehabilitation ²	6124 Raytown Road	Raytown	MO	64133	9/26/2013	12	F
5.	Ballwin Ridge Health & Rehabilitation ²	1441 Charic Drive	Ballwin	MO	63021	4/11/2013	7	G
6.	BentonviewPark Health & Rehabilitation ²	410 West Benton Street	Monett	MO	65708	6/17/2013	12	L
7.	Frontier Health & Rehabilitation ²	2840 West Clay Street	St. Charles	MO	63301	9/26/2013	8	F
8.	Lee's Summit Pointe Health & Rehabilitation ²	1501 SW 3rd Street	Lee's Summit	MO	64081	5/23/2013	15	F
9.	Meadow View of Harrisville Health & Rehabilitation ²	2203 E Mechanic Street	Harrisonville	MO	64701	9/18/2012	12	F
10.	Riverbend Heights Health & Rehabilitation ²	1221 Highway 13 South	Lexington	MO	64067	5/24/2013	11	F
11.	Rolla Health & Rehabilitation Suites ²	1200 McCutchen Road	Rolla	MO	65401	3/12/2013	1	E
12.	St. Louis Place Health & Rehabilitation ²	2600 Redman Road	St. Louis	MO	63136	11/14/2012	9	E
13.	Sunset Hills Health & Rehabilitation Center	10954 Kennerly Rd.	St. Louis	MO	63128	4/12/2013	10	E
14.	Valley View Health & Rehabilitation ²	1600 East Rollins	Moberly	MO	65270	7/11/2013	7	G
15.	Casa Arena Blanca Nursing Center	205 Moonglow	Alamogordo	NM	88310	6/5/2013	2	E
16.	Casa Maria Health Care Center and Pecos Valley Rehabilitation Suites	1601 S. Main St.	Roswell	NM	88203	11/8/2013	4	G
17.	Sunset Villa Care Center	1515 S Sunset Ave	Roswell	NM	88203	6/12/2013	0	
18.	College Park Rehabilitation Center	2856 East Cheyenne Ave.	North Las Vegas	NV	89030	7/16/2013	15	E

FUNDAMENTAL FAMILY OF NURSING FACILITIES

as of 1/9/2014

No.	Facility Name	Address	City	ST	Zip Code	Last Annual Survey Exit Date	Total # of Tags	Most Severe Deficiency
19.	Harmon Hospital	2170 East Harmon Ave.	Las Vegas	NV	89119	11/5/2013	8	D
20.	Hearthstone of Northern Nevada	1950 Baring Blvd.	Sparks	NV	89434	6/6/2013	10	E
21.	Horizon Health and Rehabilitation Center	660 Desert Lane	Las Vegas	NV	89106	1/15/2013	19	E
22.	North Las Vegas Care Center	3215 E. Cheyenne Ave.	North Las Vegas	NV	89030	4/26/2013	17	E
23.	Southern Nevada Medical and Rehabilitation Center	2945 Casa Vegas	Las Vegas	NV	89109	9/13/2013	16	E
24.	Greenery Specialty Care Center (of Canonsburg)	2200 Hill Church-Houston Rd.	Canonsburg	PA	15317	9/6/2013	6	F
25.	Mountainview Specialty Care Center	227 Sand Hill Road	Greensburg	PA	15601	6/6/2013	0	
26.	Lake Emory Post Acute Care	59 Blackstock Rd.	Inman	SC	29349	8/8/2013	9	E
27.	Magnolia Manor - Columbia	1007 North Kings St.	Columbia	SC	29223	2/12/2013	16	G
28.	Magnolia Manor - Greenville	411 Ansel St.	Greenville	SC	29601	11/28/2012	2	D
29.	Magnolia Manor - Greenwood	1415 Parkway Drive	Greenwood	SC	29848	10/4/2012	12	E
30.	Magnolia Manor - Inman	63 Blackstock Road	Inman	SC	29349	10/3/2012	8	G
31.	Magnolia Manor - Rock Hill	127 Murrah Drive	Rock Hill	SC	29732	8/14/2013	3	E
32.	Magnolia Manor of Spartanburg	375 Serpentine Dr.	Spartanburg	SC	29303	6/13/2013	9	G
33.	Magnolia Place - Greenville	35 Southpointe Dr.	Greenville	SC	29607	11/15/2013	6	F
34.	Magnolia Place at Spartanburg	8020 White Avenue	Spartanburg	SC	29303	12/18/2012	2	E
35.	Riverside Health and Rehab	2375 Baker Hospital Blvd.	Charleston	SC	29405	11/1/2013	19	E
36.	Alamo Heights Health and Rehabilitation Center	8223 Broadway	San Antonio	TX	78209	2/7/2013	6	E

**FUNDAMENTAL FAMILY OF NURSING FACILITIES
as of 1/9/2014**

No.	Facility Name	Address	City	ST	Zip Code	Last Annual Survey Exit Date	Total # of Tags	Most Severe Deficiency
37.	Bremond Nursing and Rehabilitation Center	211 North Main Street	Bremond	TX	76629	11/14/2013	6	6 F
38.	Bridgcrest Rehabilitation Suites ³	14100 Karissa Court	Houston	TX	77049	n/a	n/a	n/a
39.	Brownfield Rehabilitation and Care Center	510 South First Street	Brownfield	TX	79316	5/31/2013	8	8 F
40.	Canton Oaks	1901 S Trade Days Blvd	Canton	TX	75103	8/7/2013	7	7 F
41.	Corinth Rehabilitation Suites on the Parkway	3511 Corinth Parkway	Corinth	TX	76208	7/26/2013	1	1 F
42.	Country Meadows Nursing and Rehabilitation Center	3301 Park Row Blvd	Corsicana	TX	75110	5/13/2013	0	
43.	Crestview Manor Nursing and Rehabilitation Center	1103 Mary Jane Street	Belton	TX	76513	5/8/2013	0	
44.	Crosbyton Nursing and Rehabilitation Center	222 North Farmer	Crosbyton	TX	79322	4/3/2013	11	11 F
45.	Grace Care Center	1101 Grace St.	Wichita Falls	TX	76301	12/6/2012	3	3 F
46.	Heritage Oaks	1112 Gibbins Rd.	Arlington	TX	76011	3/15/2013	7	7 H
47.	Heritage Place	825 West Kearney	Mesquite	TX	75149	1/18/2013	5	5 F
48.	Hillside Heights Rehabilitation Suites	6650 South Soncy Road	Amarillo	TX	79119	8/21/2013	8	8 F
49.	Iowa Park Healthcare Center	1109 N Third Street	Iowa Park	TX	76367	2/15/2013	7	7 E
50.	Kirkland Court Health and Rehabilitation Center	1601 Kirkland Drive	Amarillo	TX	79106	9/11/2013	2	2 F
51.	Lakeside Rehabilitation and Care Center	4306 24th Street	Lubbock	TX	79410	12/13/2012	9	9 F
52.	Meadowbrook Care Center	632 Windsor Way	Van Alstyne	TX	75495	11/26/2013	0	
53.	Mulberry Manor	1670 Lingleville Road	Stephenville	TX	76401	8/15/2013	4	4 F
54.	Plainview Healthcare Center	2510 W 24th Street	Plainview	TX	79072	9/27/2013	6	6 F

FUNDAMENTAL FAMILY OF NURSING FACILITIES
as of 1/9/2014

No.	Facility Name	Address	City	ST	Zip Code	Last Annual Survey Exit Date	Total # of Tags	Most Severe Deficiency
55.	River Valley Health & Rehabilitation Center	1907 Refinery Road	Gainesville	TX	76240	11/21/2013	2	F
56.	Southwest Regional Skilled Nursing Center	1409 9th Street	Lubbock	TX	79401	3/7/2013	2	F
57.	Stoneybrook Healthcare Center	2808 Stoneybrook	Houston	TX	77063	11/21/2013	10	F
58.	The Courtyards at Pasadena	4048 Red Bluff Road	Pasadena	TX	77503	11/8/2012	15	F
59.	The Terrace at Denison	1300 Memorial Drive	Denison	TX	75020	4/10/2013	1	C
60.	The Village at Richardson	1111 Rockingham Lane	Richardson	TX	75080	11/22/2013	7	F
61.	Villa Haven Health and Rehabilitation Center	300 South Jackson Street	Breckenridge	TX	76424	12/12/2013	0	
62.	Winterhaven Healthcare Center	6534 Stuebner - Airline	Houston	TX	77091	9/20/2013	11	E
63.	Woodlake Nursing Home	603 E. Plantation Road	Clute	TX	77531	5/16/2013	6	E
64.	Hartford Healthcare Center	1202 East Summer St.	Hartford	WI	53027	8/29/2013	14	G

2. The operations of each of these facilities became part of the Fundamental family on 1-1-14.
2. The operations of each of these facilities became part of the Fundamental family on 9-16-13. Many of these surveys occurred prior to the operations transferring to the Fundamental family.
3. This facility is to be licensed within the next week. It has not yet had a health survey.

PALMETTO FAMILY OF NURSING FACILITIES

as of 1/9/2014

No.	Facility Name	Street Address	City	State	Zip	Last Annual Survey Exit Date	Total # of Tags	Most Severe Deficiency
1	Brookview Healthcare Center	510 Thompson Street	Gaffney	SC	29340-3620	5/9/2013	2	E
2	Faith health Care Center (SNF)/ Faith Residential Care Center (RCF)	617 W. Marion Street	Florence	SC	29501-2421	7/17/2013	3	D
3	Hallmark HealthCare Center	255 Midland Parkway	Summerville	SC	29485-8104	1/24/2013	4	E
4	Jolley Acres Health Care Center	1180 Wolfe Trail, S.W.	Orangeburg	SC	29115-7339	11/18/2013	0	
5	Lake City Scranton HealthCare Center	1940 Boyd Street	Scranton	SC	29591-5835	7/10/2013	1	E
6	Oakbrook Health and Rehabilitation Center	920 Travelers Boulevard	Summerville	SC	29485-8213	9/27/2013	3	D
7	Prince George Health Care Center	901 Maple Street	Georgetown	SC	29440-4377	5/30/2013	10	F
8	Springdale HealthCare Center	146 Battleship Road	Camden	SC	29020-2060	4/4/2013	7	E
9	St. George Health Care Center	905 Dukes Street	Saint George	SC	29477-2059	12/18/2013	10	L

Exhibit 10
Admissions

1. Admissions

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1
Year 1													
Private Admissions	2	4	4	4	2	2	2	1	1	1	1	1	25
Medicaid Admissions		3	12	9	9	8	7	7	6	4	4	3	71
Medicare and Insurance		4	9	14	18	19	22	23	24	28	29	31	221
Total	2	11	25	27	29	29	31	31	31	33	34	35	317
Year 2													Year2
Private Admissions		1	1	1	1	1	1	1	1	1	1	1	11
Medicaid Admissions													0
Medicare and Insurance	31	28	31	30	31	30	31	31	30	31	30	31	365
Total	31	29	32	31	32	31	32	32	31	32	31	32	376
Year 3													Year 3
Private Admissions	1	1	1	1	1	1	1	1	1	1	1	1	12
Medicaid Admissions													0
Medicare and Insurance	31	28	31	30	31	30	31	31	30	31	30	31	365
Total	32	29	32	31	32	31	32	32	31	32	31	32	377

Exhibit 11
Acquisitions Lists

Financings by The F Bank and Trust Company

Facility Name	Address	City	ST	Zip Code	Licensed Beds
Cleburne.					
Cleburne Rehabilitation and Health Care Center	1108 W Kilpatrick Street	Cleburne	TX	76033	120
Corinth.					
Corinth Rehabilitation Suites on the Parkway	3511 Corinth Parkway	Corinth	TX	76208	134
Extending.					
Alamo Heights Health and Rehabilitation Center	8223 Broadway	San Antonio	TX	78209	237
Bremont Nursing and Rehabilitation Center	211 North Main Street	Bremont	TX	76629	82
Brownfield Rehabilitation and Care Center	510 South First Street	Brownfield	TX	79316	54
Crosbyton Nursing and Rehabilitation Center	222 North Farmer	Crosbyton	TX	79322	53
Dalworth Nursing and Rehab Cntr	405 Duncan Perry Road	Arlington	TX	76011	118
Floydada Rehabilitation and Care Center	925 West Crockett Street	Floydada	TX	79235	52
Kirkland Court Health and Rehabilitation Center	1601 Kirkland Drive	Amarillo	TX	79106	98
Lakeside Rehabilitation and Care Center	4306 24th Street	Lubbock	TX	79410	93
Lockney Health and Rehabilitation Center	401 North Main Street	Lockney	TX	79241	52
Meadowbrook Care Center	632 Windsor Way	Van Alstyne	TX	75495	60
Northwood Health Care Center	1109 Northwood Drive	Marble Falls	TX	78654	108
River Valley Health & Rehabilitation Center	1907 Refinery Road	Gainesville	TX	76240	116
Richland Hills Nursing & Rehabilitation Center	3109 Kings Court	Fort Worth	TX	76118	92
The Terrace at Denison	1300 Memorial Drive	Denison	TX	75020	136
Tulia Health and Rehabilitation Center	714 South Austin	Tulia	TX	79088	52
Villa Haven Health and Rehabilitation Center	300 South Jackson Street	Breckenridge	TX	76424	92
Forest Lane.					
The Highlands of Dallas	9009 Forest Lane	Dallas	TX	75243	120
Stoneybrook.					
Stoneybrook Healthcare Center	2808 Stoneybrook	Houston	TX	77063	112

Exhibit 12

Supplemental Letter – Evidence of Financial Resources

THE F&M BANK & TRUST COMPANY
3811 Turtle Creek Blvd.
Suite 1725
Dallas, TX 75219

January 7, 2014

St. Mary's Healthcare Realty, LLC
920 Ridgebrook Road
Sparks, MD 21152
Attn: Mark Fulchino

Re: Construction of a 140 bed skilled nursing facility located at 20877 Point Lookout Road, Callaway, Maryland

Dear Mr. Fulchino:

This letter will confirm that F&M Bank is interested in providing financing to St. Mary's Healthcare Realty, LLC ("Borrower") for an amount up to \$14,240,000. This amount will be used for the purchase of the land and construction costs incurred by Borrower in connection with the development of a 140 bed skilled nursing facility located at 20877 Point Lookout Road, Callaway, Maryland. Please see the attached due diligence list required to complete the underwriting of this project.

Please feel free to contact Kevin Howell at (214) 780-2091 or via e-mail at KHowell@fmbanktexas.com if you need any further information regarding the anticipated financing of this project.

Yours very truly,

THE F&M BANK & TRUST COMPANY

By: 
Name: Kevin Howell
Title: SVP

January 7, 2014

St. Mary's Healthcare Realty, LLC
920 Ridgebrook Road
Sparks, MD 21152
Attn: Mark Fulchino

Dear Mark:

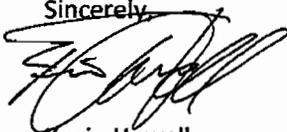
We have attached a list of preliminary due diligence questions and requests related to our evaluation of the St. Mary's project.

Preliminary Due Diligence items:

- 1) Appraisal
- 2) Phase 1
- 3) Detailed Budget
- 4) Projections for term of the loan
- 5) Management Bios
- 6) Review of local competition
- 7) Review of Maryland Medicaid reimbursement changes over last few years and current expectations for future
- 8) Copy of lease
- 9) Ownership and corporate structure
- 10) Architect and history/background of entity
- 11) Contractor and history/background of entity

These items should help us in our early review of this project, but we may have additional questions/requests as we learn more. Please call with any questions or comments.

Sincerely,



Kevin Howell

F&M Bank

CC

Exhibit 13

Supplemental Letter – Evidence of Liquidity

Greenspring Consulting Services, LLC

8202 Bellona Avenue • Ruxton, Maryland 21204

January 8, 2014

Mr. Kevin McDonald
Chief, Certificate of Need
State of Maryland
Maryland Healthcare Commission
4160 Patterson Avenue
Baltimore, MD 21215

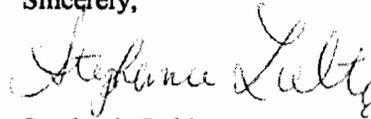
Dear Mr. McDonald:

As requested in Joel Riklin's letter dated December 6, 2013, the following is a list of the real estate projects controlled by the investors of St. Mary's Healthcare Realty, LLC:

- 1) Driftwood Healthcare Realty, LLC
- 2) Inman Healthcare Realty, LLC
- 3) Healthcare Realty of Cheyenne, LLC
- 4) Spartanburg Healthcare Realty, LLC
- 5) NM Healthcare Realty, LLC
- 6) Stoneybrook Healthcare Realty, LLC
- 7) Edmond Healthcare Realty, LLC

These entities have sufficient cash and liquidity to fund the revised equity contribution of \$1.97 million. I have been consulting with the investors and/or their representatives since October 1, 2009. I am credentialed as a CPA and my CPA license number, while presently inactive, is 20308.

Sincerely,



Stephanie Lubitz
Director

Greenspring Consulting Services, LLC

Exhibit 14
Revised Table 3

TABLE 3: REVENUES AND EXPENSES - Entire Facility

(INSTRUCTION: Each applicant should complete this table for the proposed project only)

CY or FY (Bold)	Two Most Actual Ended Recent Years		Current Year Estimated	Projected Years (Ending with first full year at full utilization)		
				Yr 1	Yr 2	Yr 3
1. Revenues						
a. Inpatient Services				\$8,827,884	\$14,823,099	\$14,914,349
b. Outpatient Services						
c. Gross Patient Service Revenues	\$0	\$0	\$0	\$8,827,884	\$14,823,099	\$14,914,349
d. Allowance for Bad Debt				\$176,558	\$296,462	\$298,287
e. Contractual Allowance						
f. Charity Care						
g. Net Patient Care Service Revenues	\$0	\$0	\$0	\$8,651,326	\$14,526,637	\$14,616,062
h. Other Operating Revenues (Specify)						
i. Total Operating Revenues	\$0	\$0	\$0	\$8,651,326	\$14,526,637	\$14,616,062
2. Expenses						
a. Salaries, Wages and Professional Fees (including fringe benefits)				\$3,920,049	\$6,047,321	\$6,099,398
b. Contracted Services (Medical Director, Therapy, Consulting, Housekeeping, Laundry)				\$1,637,489	\$2,492,979	\$2,507,275
c. Interest on Current Debt						
d. Interest on Project Debt						
e. Current Depreciation						
f. Project Depreciation						
g. Current Amortization						
h. Rent				\$1,475,000	\$1,511,875	\$1,549,672
i. Supplies				\$617,527	\$1,005,448	\$1,024,950
j. Other (Specify)				\$1,040,844	\$1,466,560	\$1,475,394
k. Total Operating Expenses	\$0	\$0	\$0	\$8,690,909	\$12,524,183	\$12,656,689

Table 3 Continued		Two Most Actual Ended Recent Years		Current Year Estimated	Projected Years (Ending with first full year at full utilization)		
CY or FY (Bold)					Yr 1	Yr 2	Yr 3
3. Income							
a. Income from Operations	\$0	\$0	\$0	(\$39,583)	\$2,002,454	\$1,959,373	
b. Non-Operating Income (Specify)							
c. Subtotal	\$0	\$0	\$0	(\$39,583)	\$2,002,454	\$1,959,373	
d. Income Taxes							
e. Net Income (Loss)—not incl. depreciation	\$0	\$0	\$0	(\$39,583)	\$2,002,454	\$1,959,373	
4. Patient Mix:							
A. Percent of Net Patient Service Revenues							
1) Medicare				39.5%	39.2%	39.2%	
2) Medicaid				36.7%	39.3%	39.3%	
3) Commercial Insurance				6.5%	6.1%	6.1%	
4) Self-Pay				17.3%	15.4%	15.4%	
5) Other (HMO)							
6) TOTAL	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	
B. Percent of Patient Days by Payor Source							
1) Medicare				21.9%	21.5%	21.5%	
2) Medicaid				52.1%	55.4%	55.4%	
3) Commercial Insurance				4.1%	3.9%	3.9%	
4) Self-Pay				21.8%	19.2%	19.2%	
5) Other (HMO)							
6) TOTAL	0.0%	0.0%	0.0%	100.0%	100.0%	100.0%	

Note: Other Expenses include Cable/Internet Expense, Transportation Costs, Travel, Training/Education, Advertising and P.R., Forms and Printing, Postage, Overnight Service, Telephone, Wireless Telephone, Minor Furniture & Fixtures, Heat, Power and Light, Infectious Waste Removal, Trash and Refuse Disposal, Water & Sewer, Repairs and Maintenance, Licenses, Real Estate Taxes, Taxes - Non-property, Insurance - Property/Other, Insurance-Automobile, Insurance-Other, Employee Hiring/Moving, Dues/Subscriptions, Background, Checks, Equipment Rent

Exhibit 15

Calculation of Revenue by Payor

Revenue	Year 1	Year 2	Year 3
Private	16.77	25.00	25.00
Medicare	16.83	28.00	28.00
Medicaid	40.01	72.00	72.00
Hospice	0.00	0.00	0.00
Insurance	3.18	5.00	5.00
Census PPD	76.78	130.00	130.00
Private	250.00	250.00	260.00
Medicare A	526.65	526.65	526.65
Medicare B	12.00	12.00	12.00
Medicaid	221.68	221.68	221.68
Insurance	498.00	498.00	498.00
Average Rate	315.02	312.39	314.32
Private	1,529,875	2,281,250	2,372,500
Medicare A	3,234,700	5,382,389	5,382,389
Medicare B	248,658	424,860	424,860
Medicaid	3,236,971	5,825,750	5,825,750
Insurance	577,680	908,850	908,850
Revenue by Payor	8,827,884	14,823,099	14,914,349

Exhibit 16

St. Mary's Healthcare Realty, LLC – Revised Schedule

Estimated Amortization of Debt
25 year Amortization @ 6.5%

Mortgage debt \$ 14,240,000
Interest rate 6.50%
Amortization Period 25 years

Monthly	Interest	Principle	Payment	Balance
				\$ 14,240,000.00
Jan	\$ 77,133.33	\$ 19,016.17	\$ 96,149.50	\$ 14,220,983.83
Feb	\$ 77,030.33	\$ 19,119.17	\$ 96,149.50	\$ 14,201,864.66
Mar	\$ 76,926.77	\$ 19,222.73	\$ 96,149.50	\$ 14,182,641.93
Apr	\$ 76,822.64	\$ 19,326.86	\$ 96,149.50	\$ 14,163,315.07
May	\$ 76,717.96	\$ 19,431.54	\$ 96,149.50	\$ 14,143,883.53
Jun	\$ 76,612.70	\$ 19,536.80	\$ 96,149.50	\$ 14,124,346.73
Jul	\$ 76,506.88	\$ 19,642.62	\$ 96,149.50	\$ 14,104,704.11
Aug	\$ 76,400.48	\$ 19,749.02	\$ 96,149.50	\$ 14,084,955.09
Sep	\$ 76,293.51	\$ 19,855.99	\$ 96,149.50	\$ 14,065,099.10
Oct	\$ 76,185.95	\$ 19,963.55	\$ 96,149.50	\$ 14,045,135.55
Nov	\$ 76,077.82	\$ 20,071.68	\$ 96,149.50	\$ 14,025,063.87
Dec	\$ 75,969.10	\$ 20,180.40	\$ 96,149.50	\$ 14,004,883.46
Jan	\$ 75,859.79	\$ 20,289.71	\$ 96,149.50	\$ 13,984,593.75
Feb	\$ 75,749.88	\$ 20,399.62	\$ 96,149.50	\$ 13,964,194.13
Mar	\$ 75,639.38	\$ 20,510.12	\$ 96,149.50	\$ 13,943,684.02
Apr	\$ 75,528.29	\$ 20,621.21	\$ 96,149.50	\$ 13,923,062.81
May	\$ 75,416.59	\$ 20,732.91	\$ 96,149.50	\$ 13,902,329.90
Jun	\$ 75,304.29	\$ 20,845.21	\$ 96,149.50	\$ 13,881,484.68
Jul	\$ 75,191.38	\$ 20,958.12	\$ 96,149.50	\$ 13,860,526.56
Aug	\$ 75,077.85	\$ 21,071.65	\$ 96,149.50	\$ 13,839,454.91
Sep	\$ 74,963.71	\$ 21,185.79	\$ 96,149.50	\$ 13,818,269.13
Oct	\$ 74,848.96	\$ 21,300.54	\$ 96,149.50	\$ 13,796,968.58
Nov	\$ 74,733.58	\$ 21,415.92	\$ 96,149.50	\$ 13,775,552.66
Dec	\$ 74,617.58	\$ 21,531.92	\$ 96,149.50	\$ 13,754,020.74
Jan	\$ 74,500.95	\$ 21,648.55	\$ 96,149.50	\$ 13,732,372.19
Feb	\$ 74,383.68	\$ 21,765.82	\$ 96,149.50	\$ 13,710,606.37
Mar	\$ 74,265.78	\$ 21,883.72	\$ 96,149.50	\$ 13,688,722.65
Apr	\$ 74,147.25	\$ 22,002.25	\$ 96,149.50	\$ 13,666,720.40
May	\$ 74,028.07	\$ 22,121.43	\$ 96,149.50	\$ 13,644,598.97
Jun	\$ 73,908.24	\$ 22,241.26	\$ 96,149.50	\$ 13,622,357.71
Jul	\$ 73,787.77	\$ 22,361.73	\$ 96,149.50	\$ 13,599,995.98
Aug	\$ 73,666.64	\$ 22,482.86	\$ 96,149.50	\$ 13,577,513.13
Sep	\$ 73,544.86	\$ 22,604.64	\$ 96,149.50	\$ 13,554,908.49
Oct	\$ 73,422.42	\$ 22,727.08	\$ 96,149.50	\$ 13,532,181.41
Nov	\$ 73,299.32	\$ 22,850.18	\$ 96,149.50	\$ 13,509,331.23
Dec	\$ 73,175.54	\$ 22,973.96	\$ 96,149.50	\$ 13,486,357.27
Jan	\$ 73,051.10	\$ 23,098.40	\$ 96,149.50	\$ 13,463,258.88
Feb	\$ 72,925.99	\$ 23,223.51	\$ 96,149.50	\$ 13,440,035.36
Mar	\$ 72,800.19	\$ 23,349.31	\$ 96,149.50	\$ 13,416,686.05
Apr	\$ 72,673.72	\$ 23,475.78	\$ 96,149.50	\$ 13,393,210.27
May	\$ 72,546.56	\$ 23,602.94	\$ 96,149.50	\$ 13,369,607.32
Jun	\$ 72,418.71	\$ 23,730.79	\$ 96,149.50	\$ 13,345,876.53
Jul	\$ 72,290.16	\$ 23,859.34	\$ 96,149.50	\$ 13,322,017.19
Aug	\$ 72,160.93	\$ 23,988.57	\$ 96,149.50	\$ 13,298,028.62
Sep	\$ 72,030.99	\$ 24,118.51	\$ 96,149.50	\$ 13,273,910.11
Oct	\$ 71,900.35	\$ 24,249.15	\$ 96,149.50	\$ 13,249,660.96

Nov	\$	71,769.00	\$ 24,380.50	\$ 96,149.50	\$	13,225,280.45
Dec	\$	71,636.94	\$ 24,512.56	\$ 96,149.50	\$	13,200,767.89
Jan	\$	71,504.16	\$ 24,645.34	\$ 96,149.50	\$	13,176,122.55
Feb	\$	71,370.66	\$ 24,778.84	\$ 96,149.50	\$	13,151,343.71
Mar	\$	71,236.45	\$ 24,913.05	\$ 96,149.50	\$	13,126,430.66
Apr	\$	71,101.50	\$ 25,048.00	\$ 96,149.50	\$	13,101,382.66
May	\$	70,965.82	\$ 25,183.68	\$ 96,149.50	\$	13,076,198.98
Jun	\$	70,829.41	\$ 25,320.09	\$ 96,149.50	\$	13,050,878.89
Jul	\$	70,692.26	\$ 25,457.24	\$ 96,149.50	\$	13,025,421.65
Aug	\$	70,554.37	\$ 25,595.13	\$ 96,149.50	\$	12,999,826.52
Sep	\$	70,415.73	\$ 25,733.77	\$ 96,149.50	\$	12,974,092.75
Oct	\$	70,276.34	\$ 25,873.16	\$ 96,149.50	\$	12,948,219.58
Nov	\$	70,136.19	\$ 26,013.31	\$ 96,149.50	\$	12,922,206.27
Dec	\$	69,995.28	\$ 26,154.22	\$ 96,149.50	\$	12,896,052.05
Jan	\$	69,853.62	\$ 26,295.88	\$ 96,149.50	\$	12,869,756.17
Feb	\$	69,711.18	\$ 26,438.32	\$ 96,149.50	\$	12,843,317.85
Mar	\$	69,567.97	\$ 26,581.53	\$ 96,149.50	\$	12,816,736.32
Apr	\$	69,423.99	\$ 26,725.51	\$ 96,149.50	\$	12,790,010.81
May	\$	69,279.23	\$ 26,870.27	\$ 96,149.50	\$	12,763,140.53
Jun	\$	69,133.68	\$ 27,015.82	\$ 96,149.50	\$	12,736,124.71
Jul	\$	68,987.34	\$ 27,162.16	\$ 96,149.50	\$	12,708,962.55
Aug	\$	68,840.21	\$ 27,309.29	\$ 96,149.50	\$	12,681,653.27
Sep	\$	68,692.29	\$ 27,457.21	\$ 96,149.50	\$	12,654,196.06
Oct	\$	68,543.56	\$ 27,605.94	\$ 96,149.50	\$	12,626,590.12
Nov	\$	68,394.03	\$ 27,755.47	\$ 96,149.50	\$	12,598,834.65
Dec	\$	68,243.69	\$ 27,905.81	\$ 96,149.50	\$	12,570,928.84
Jan	\$	68,092.53	\$ 28,056.97	\$ 96,149.50	\$	12,542,871.87
Feb	\$	67,940.56	\$ 28,208.94	\$ 96,149.50	\$	12,514,662.92
Mar	\$	67,787.76	\$ 28,361.74	\$ 96,149.50	\$	12,486,301.18
Apr	\$	67,634.13	\$ 28,515.37	\$ 96,149.50	\$	12,457,785.81
May	\$	67,479.67	\$ 28,669.83	\$ 96,149.50	\$	12,429,115.99
Jun	\$	67,324.38	\$ 28,825.12	\$ 96,149.50	\$	12,400,290.86
Jul	\$	67,168.24	\$ 28,981.26	\$ 96,149.50	\$	12,371,309.61
Aug	\$	67,011.26	\$ 29,138.24	\$ 96,149.50	\$	12,342,171.37
Sep	\$	66,853.43	\$ 29,296.07	\$ 96,149.50	\$	12,312,875.29
Oct	\$	66,694.74	\$ 29,454.76	\$ 96,149.50	\$	12,283,420.54
Nov	\$	66,535.19	\$ 29,614.31	\$ 96,149.50	\$	12,253,806.23
Dec	\$	66,374.78	\$ 29,774.72	\$ 96,149.50	\$	12,224,031.51
Jan	\$	66,213.50	\$ 29,936.00	\$ 96,149.50	\$	12,194,095.52
Feb	\$	66,051.35	\$ 30,098.15	\$ 96,149.50	\$	12,163,997.37
Mar	\$	65,888.32	\$ 30,261.18	\$ 96,149.50	\$	12,133,736.19
Apr	\$	65,724.40	\$ 30,425.10	\$ 96,149.50	\$	12,103,311.09
May	\$	65,559.60	\$ 30,589.90	\$ 96,149.50	\$	12,072,721.19
Jun	\$	65,393.91	\$ 30,755.59	\$ 96,149.50	\$	12,041,965.60
Jul	\$	65,227.31	\$ 30,922.19	\$ 96,149.50	\$	12,011,043.41
Aug	\$	65,059.82	\$ 31,089.68	\$ 96,149.50	\$	11,979,953.73
Sep	\$	64,891.42	\$ 31,258.08	\$ 96,149.50	\$	11,948,695.65
Oct	\$	64,722.10	\$ 31,427.40	\$ 96,149.50	\$	11,917,268.25
Nov	\$	64,551.87	\$ 31,597.63	\$ 96,149.50	\$	11,885,670.62
Dec	\$	64,380.72	\$ 31,768.78	\$ 96,149.50	\$	11,853,901.84
Jan	\$	64,208.63	\$ 31,940.87	\$ 96,149.50	\$	11,821,960.97
Feb	\$	64,035.62	\$ 32,113.88	\$ 96,149.50	\$	11,789,847.09
Mar	\$	63,861.67	\$ 32,287.83	\$ 96,149.50	\$	11,757,559.26
Apr	\$	63,686.78	\$ 32,462.72	\$ 96,149.50	\$	11,725,096.54
May	\$	63,510.94	\$ 32,638.56	\$ 96,149.50	\$	11,692,457.98

Jun	\$	63,334.15	\$ 32,815.35	\$ 96,149.50	\$ 11,659,642.63
Jul	\$	63,156.40	\$ 32,993.10	\$ 96,149.50	\$ 11,626,649.53
Aug	\$	62,977.68	\$ 33,171.82	\$ 96,149.50	\$ 11,593,477.71
Sep	\$	62,798.00	\$ 33,351.50	\$ 96,149.50	\$ 11,560,126.22
Oct	\$	62,617.35	\$ 33,532.15	\$ 96,149.50	\$ 11,526,594.07
Nov	\$	62,435.72	\$ 33,713.78	\$ 96,149.50	\$ 11,492,880.29
Dec	\$	62,253.10	\$ 33,896.40	\$ 96,149.50	\$ 11,458,983.89
Jan	\$	62,069.50	\$ 34,080.00	\$ 96,149.50	\$ 11,424,903.88
Feb	\$	61,884.90	\$ 34,264.60	\$ 96,149.50	\$ 11,390,639.28
Mar	\$	61,699.30	\$ 34,450.20	\$ 96,149.50	\$ 11,356,189.07
Apr	\$	61,512.69	\$ 34,636.81	\$ 96,149.50	\$ 11,321,552.27
May	\$	61,325.07	\$ 34,824.43	\$ 96,149.50	\$ 11,286,727.84
Jun	\$	61,136.44	\$ 35,013.06	\$ 96,149.50	\$ 11,251,714.78
Jul	\$	60,946.79	\$ 35,202.71	\$ 96,149.50	\$ 11,216,512.07
Aug	\$	60,756.11	\$ 35,393.39	\$ 96,149.50	\$ 11,181,118.68
Sep	\$	60,564.39	\$ 35,585.11	\$ 96,149.50	\$ 11,145,533.57
Oct	\$	60,371.64	\$ 35,777.86	\$ 96,149.50	\$ 11,109,755.71
Nov	\$	60,177.84	\$ 35,971.66	\$ 96,149.50	\$ 11,073,784.05
Dec	\$	59,983.00	\$ 36,166.50	\$ 96,149.50	\$ 11,037,617.55
Jan	\$	59,787.10	\$ 36,362.40	\$ 96,149.50	\$ 11,001,255.15
Feb	\$	59,590.13	\$ 36,559.37	\$ 96,149.50	\$ 10,964,695.78
Mar	\$	59,392.10	\$ 36,757.40	\$ 96,149.50	\$ 10,927,938.38
Apr	\$	59,193.00	\$ 36,956.50	\$ 96,149.50	\$ 10,890,981.88
May	\$	58,992.82	\$ 37,156.68	\$ 96,149.50	\$ 10,853,825.20
Jun	\$	58,791.55	\$ 37,357.95	\$ 96,149.50	\$ 10,816,467.25
Jul	\$	58,589.20	\$ 37,560.30	\$ 96,149.50	\$ 10,778,906.95
Aug	\$	58,385.75	\$ 37,763.75	\$ 96,149.50	\$ 10,741,143.20
Sep	\$	58,181.19	\$ 37,968.31	\$ 96,149.50	\$ 10,703,174.89
Oct	\$	57,975.53	\$ 38,173.97	\$ 96,149.50	\$ 10,665,000.92
Nov	\$	57,768.75	\$ 38,380.75	\$ 96,149.50	\$ 10,626,620.17
Dec	\$	57,560.86	\$ 38,588.64	\$ 96,149.50	\$ 10,588,031.53
Jan	\$	57,351.84	\$ 38,797.66	\$ 96,149.50	\$ 10,549,233.87
Feb	\$	57,141.68	\$ 39,007.82	\$ 96,149.50	\$ 10,510,226.05
Mar	\$	56,930.39	\$ 39,219.11	\$ 96,149.50	\$ 10,471,006.95
Apr	\$	56,717.95	\$ 39,431.55	\$ 96,149.50	\$ 10,431,575.40
May	\$	56,504.37	\$ 39,645.13	\$ 96,149.50	\$ 10,391,930.27
Jun	\$	56,289.62	\$ 39,859.88	\$ 96,149.50	\$ 10,352,070.39
Jul	\$	56,073.71	\$ 40,075.79	\$ 96,149.50	\$ 10,311,994.60
Aug	\$	55,856.64	\$ 40,292.86	\$ 96,149.50	\$ 10,271,701.74
Sep	\$	55,638.38	\$ 40,511.12	\$ 96,149.50	\$ 10,231,190.62
Oct	\$	55,418.95	\$ 40,730.55	\$ 96,149.50	\$ 10,190,460.07
Nov	\$	55,198.33	\$ 40,951.17	\$ 96,149.50	\$ 10,149,508.90
Dec	\$	54,976.51	\$ 41,172.99	\$ 96,149.50	\$ 10,108,335.91
Jan	\$	54,753.49	\$ 41,396.01	\$ 96,149.50	\$ 10,066,939.89
Feb	\$	54,529.26	\$ 41,620.24	\$ 96,149.50	\$ 10,025,319.65
Mar	\$	54,303.81	\$ 41,845.69	\$ 96,149.50	\$ 9,983,473.96
Apr	\$	54,077.15	\$ 42,072.35	\$ 96,149.50	\$ 9,941,401.62
May	\$	53,849.26	\$ 42,300.24	\$ 96,149.50	\$ 9,899,101.37
Jun	\$	53,620.13	\$ 42,529.37	\$ 96,149.50	\$ 9,856,572.01
Jul	\$	53,389.77	\$ 42,759.73	\$ 96,149.50	\$ 9,813,812.27
Aug	\$	53,158.15	\$ 42,991.35	\$ 96,149.50	\$ 9,770,820.92
Sep	\$	52,925.28	\$ 43,224.22	\$ 96,149.50	\$ 9,727,596.70
Oct	\$	52,691.15	\$ 43,458.35	\$ 96,149.50	\$ 9,684,138.35
Nov	\$	52,455.75	\$ 43,693.75	\$ 96,149.50	\$ 9,640,444.60
Dec	\$	52,219.07	\$ 43,930.43	\$ 96,149.50	\$ 9,596,514.17

Jan	\$	51,981.12	\$ 44,168.38	\$ 96,149.50	\$	9,552,345.79
Feb	\$	51,741.87	\$ 44,407.63	\$ 96,149.50	\$	9,507,938.17
Mar	\$	51,501.33	\$ 44,648.17	\$ 96,149.50	\$	9,463,290.00
Apr	\$	51,259.49	\$ 44,890.01	\$ 96,149.50	\$	9,418,399.99
May	\$	51,016.33	\$ 45,133.17	\$ 96,149.50	\$	9,373,266.82
Jun	\$	50,771.86	\$ 45,377.64	\$ 96,149.50	\$	9,327,889.18
Jul	\$	50,526.07	\$ 45,623.43	\$ 96,149.50	\$	9,282,265.75
Aug	\$	50,278.94	\$ 45,870.56	\$ 96,149.50	\$	9,236,395.19
Sep	\$	50,030.47	\$ 46,119.03	\$ 96,149.50	\$	9,190,276.16
Oct	\$	49,780.66	\$ 46,368.84	\$ 96,149.50	\$	9,143,907.32
Nov	\$	49,529.50	\$ 46,620.00	\$ 96,149.50	\$	9,097,287.32
Dec	\$	49,276.97	\$ 46,872.53	\$ 96,149.50	\$	9,050,414.79
Jan	\$	49,023.08	\$ 47,126.42	\$ 96,149.50	\$	9,003,288.37
Feb	\$	48,767.81	\$ 47,381.69	\$ 96,149.50	\$	8,955,906.69
Mar	\$	48,511.16	\$ 47,638.34	\$ 96,149.50	\$	8,908,268.35
Apr	\$	48,253.12	\$ 47,896.38	\$ 96,149.50	\$	8,860,371.97
May	\$	47,993.68	\$ 48,155.82	\$ 96,149.50	\$	8,812,216.15
Jun	\$	47,732.84	\$ 48,416.66	\$ 96,149.50	\$	8,763,799.49
Jul	\$	47,470.58	\$ 48,678.92	\$ 96,149.50	\$	8,715,120.57
Aug	\$	47,206.90	\$ 48,942.60	\$ 96,149.50	\$	8,666,177.97
Sep	\$	46,941.80	\$ 49,207.70	\$ 96,149.50	\$	8,616,970.27
Oct	\$	46,675.26	\$ 49,474.24	\$ 96,149.50	\$	8,567,496.02
Nov	\$	46,407.27	\$ 49,742.23	\$ 96,149.50	\$	8,517,753.79
Dec	\$	46,137.83	\$ 50,011.67	\$ 96,149.50	\$	8,467,742.13
Jan	\$	45,866.94	\$ 50,282.56	\$ 96,149.50	\$	8,417,459.56
Feb	\$	45,594.57	\$ 50,554.93	\$ 96,149.50	\$	8,366,904.64
Mar	\$	45,320.73	\$ 50,828.77	\$ 96,149.50	\$	8,316,075.87
Apr	\$	45,045.41	\$ 51,104.09	\$ 96,149.50	\$	8,264,971.78
May	\$	44,768.60	\$ 51,380.90	\$ 96,149.50	\$	8,213,590.88
Jun	\$	44,490.28	\$ 51,659.22	\$ 96,149.50	\$	8,161,931.66
Jul	\$	44,210.46	\$ 51,939.04	\$ 96,149.50	\$	8,109,992.62
Aug	\$	43,929.13	\$ 52,220.37	\$ 96,149.50	\$	8,057,772.25
Sep	\$	43,646.27	\$ 52,503.23	\$ 96,149.50	\$	8,005,269.02
Oct	\$	43,361.87	\$ 52,787.63	\$ 96,149.50	\$	7,952,481.39
Nov	\$	43,075.94	\$ 53,073.56	\$ 96,149.50	\$	7,899,407.83
Dec	\$	42,788.46	\$ 53,361.04	\$ 96,149.50	\$	7,846,046.79
Jan	\$	42,499.42	\$ 53,650.08	\$ 96,149.50	\$	7,792,396.71
Feb	\$	42,208.82	\$ 53,940.68	\$ 96,149.50	\$	7,738,456.03
Mar	\$	41,916.64	\$ 54,232.86	\$ 96,149.50	\$	7,684,223.16
Apr	\$	41,622.88	\$ 54,526.62	\$ 96,149.50	\$	7,629,696.54
May	\$	41,327.52	\$ 54,821.98	\$ 96,149.50	\$	7,574,874.56
Jun	\$	41,030.57	\$ 55,118.93	\$ 96,149.50	\$	7,519,755.63
Jul	\$	40,732.01	\$ 55,417.49	\$ 96,149.50	\$	7,464,338.14
Aug	\$	40,431.83	\$ 55,717.67	\$ 96,149.50	\$	7,408,620.47
Sep	\$	40,130.03	\$ 56,019.47	\$ 96,149.50	\$	7,352,601.00
Oct	\$	39,826.59	\$ 56,322.91	\$ 96,149.50	\$	7,296,278.09
Nov	\$	39,521.51	\$ 56,627.99	\$ 96,149.50	\$	7,239,650.10
Dec	\$	39,214.77	\$ 56,934.73	\$ 96,149.50	\$	7,182,715.37
Jan	\$	38,906.37	\$ 57,243.13	\$ 96,149.50	\$	7,125,472.24
Feb	\$	38,596.31	\$ 57,553.19	\$ 96,149.50	\$	7,067,919.05
Mar	\$	38,284.56	\$ 57,864.94	\$ 96,149.50	\$	7,010,054.11
Apr	\$	37,971.13	\$ 58,178.37	\$ 96,149.50	\$	6,951,875.74
May	\$	37,655.99	\$ 58,493.51	\$ 96,149.50	\$	6,893,382.23
Jun	\$	37,339.15	\$ 58,810.35	\$ 96,149.50	\$	6,834,571.89
Jul	\$	37,020.60	\$ 59,128.90	\$ 96,149.50	\$	6,775,442.98

Aug	\$	36,700.32	\$ 59,449.18	\$ 96,149.50	\$	6,715,993.80
Sep	\$	36,378.30	\$ 59,771.20	\$ 96,149.50	\$	6,656,222.60
Oct	\$	36,054.54	\$ 60,094.96	\$ 96,149.50	\$	6,596,127.64
Nov	\$	35,729.02	\$ 60,420.48	\$ 96,149.50	\$	6,535,707.16
Dec	\$	35,401.75	\$ 60,747.75	\$ 96,149.50	\$	6,474,959.41
Jan	\$	35,072.70	\$ 61,076.80	\$ 96,149.50	\$	6,413,882.61
Feb	\$	34,741.86	\$ 61,407.64	\$ 96,149.50	\$	6,352,474.97
Mar	\$	34,409.24	\$ 61,740.26	\$ 96,149.50	\$	6,290,734.71
Apr	\$	34,074.81	\$ 62,074.69	\$ 96,149.50	\$	6,228,660.02
May	\$	33,738.58	\$ 62,410.92	\$ 96,149.50	\$	6,166,249.10
Jun	\$	33,400.52	\$ 62,748.98	\$ 96,149.50	\$	6,103,500.11
Jul	\$	33,060.63	\$ 63,088.87	\$ 96,149.50	\$	6,040,411.24
Aug	\$	32,718.89	\$ 63,430.61	\$ 96,149.50	\$	5,976,980.63
Sep	\$	32,375.31	\$ 63,774.19	\$ 96,149.50	\$	5,913,206.45
Oct	\$	32,029.87	\$ 64,119.63	\$ 96,149.50	\$	5,849,086.81
Nov	\$	31,682.55	\$ 64,466.95	\$ 96,149.50	\$	5,784,619.87
Dec	\$	31,333.36	\$ 64,816.14	\$ 96,149.50	\$	5,719,803.73
Jan	\$	30,982.27	\$ 65,167.23	\$ 96,149.50	\$	5,654,636.50
Feb	\$	30,629.28	\$ 65,520.22	\$ 96,149.50	\$	5,589,116.28
Mar	\$	30,274.38	\$ 65,875.12	\$ 96,149.50	\$	5,523,241.16
Apr	\$	29,917.56	\$ 66,231.94	\$ 96,149.50	\$	5,457,009.21
May	\$	29,558.80	\$ 66,590.70	\$ 96,149.50	\$	5,390,418.51
Jun	\$	29,198.10	\$ 66,951.40	\$ 96,149.50	\$	5,323,467.11
Jul	\$	28,835.45	\$ 67,314.05	\$ 96,149.50	\$	5,256,153.06
Aug	\$	28,470.83	\$ 67,678.67	\$ 96,149.50	\$	5,188,474.39
Sep	\$	28,104.24	\$ 68,045.26	\$ 96,149.50	\$	5,120,429.13
Oct	\$	27,735.66	\$ 68,413.84	\$ 96,149.50	\$	5,052,015.28
Nov	\$	27,365.08	\$ 68,784.42	\$ 96,149.50	\$	4,983,230.87
Dec	\$	26,992.50	\$ 69,157.00	\$ 96,149.50	\$	4,914,073.87
Jan	\$	26,617.90	\$ 69,531.60	\$ 96,149.50	\$	4,844,542.27
Feb	\$	26,241.27	\$ 69,908.23	\$ 96,149.50	\$	4,774,634.04
Mar	\$	25,862.60	\$ 70,286.90	\$ 96,149.50	\$	4,704,347.14
Apr	\$	25,481.88	\$ 70,667.62	\$ 96,149.50	\$	4,633,679.52
May	\$	25,099.10	\$ 71,050.40	\$ 96,149.50	\$	4,562,629.12
Jun	\$	24,714.24	\$ 71,435.26	\$ 96,149.50	\$	4,491,193.86
Jul	\$	24,327.30	\$ 71,822.20	\$ 96,149.50	\$	4,419,371.66
Aug	\$	23,938.26	\$ 72,211.24	\$ 96,149.50	\$	4,347,160.42
Sep	\$	23,547.12	\$ 72,602.38	\$ 96,149.50	\$	4,274,558.04
Oct	\$	23,153.86	\$ 72,995.64	\$ 96,149.50	\$	4,201,562.39
Nov	\$	22,758.46	\$ 73,391.04	\$ 96,149.50	\$	4,128,171.36
Dec	\$	22,360.93	\$ 73,788.57	\$ 96,149.50	\$	4,054,382.79
Jan	\$	21,961.24	\$ 74,188.26	\$ 96,149.50	\$	3,980,194.53
Feb	\$	21,559.39	\$ 74,590.11	\$ 96,149.50	\$	3,905,604.41
Mar	\$	21,155.36	\$ 74,994.14	\$ 96,149.50	\$	3,830,610.27
Apr	\$	20,749.14	\$ 75,400.36	\$ 96,149.50	\$	3,755,209.91
May	\$	20,340.72	\$ 75,808.78	\$ 96,149.50	\$	3,679,401.13
Jun	\$	19,930.09	\$ 76,219.41	\$ 96,149.50	\$	3,603,181.72
Jul	\$	19,517.23	\$ 76,632.27	\$ 96,149.50	\$	3,526,549.45
Aug	\$	19,102.14	\$ 77,047.36	\$ 96,149.50	\$	3,449,502.10
Sep	\$	18,684.80	\$ 77,464.70	\$ 96,149.50	\$	3,372,037.40
Oct	\$	18,265.20	\$ 77,884.30	\$ 96,149.50	\$	3,294,153.10
Nov	\$	17,843.33	\$ 78,306.17	\$ 96,149.50	\$	3,215,846.93
Dec	\$	17,419.17	\$ 78,730.33	\$ 96,149.50	\$	3,137,116.60
Jan	\$	16,992.71	\$ 79,156.79	\$ 96,149.50	\$	3,057,959.82
Feb	\$	16,563.95	\$ 79,585.55	\$ 96,149.50	\$	2,978,374.27

Mar	\$	16,132.86	\$ 80,016.64	\$ 96,149.50	\$	2,898,357.63
Apr	\$	15,699.44	\$ 80,450.06	\$ 96,149.50	\$	2,817,907.56
May	\$	15,263.67	\$ 80,885.83	\$ 96,149.50	\$	2,737,021.73
Jun	\$	14,825.53	\$ 81,323.97	\$ 96,149.50	\$	2,655,697.76
Jul	\$	14,385.03	\$ 81,764.47	\$ 96,149.50	\$	2,573,933.29
Aug	\$	13,942.14	\$ 82,207.36	\$ 96,149.50	\$	2,491,725.93
Sep	\$	13,496.85	\$ 82,652.65	\$ 96,149.50	\$	2,409,073.28
Oct	\$	13,049.15	\$ 83,100.35	\$ 96,149.50	\$	2,325,972.93
Nov	\$	12,599.02	\$ 83,550.48	\$ 96,149.50	\$	2,242,422.45
Dec	\$	12,146.45	\$ 84,003.05	\$ 96,149.50	\$	2,158,419.40
Jan	\$	11,691.44	\$ 84,458.06	\$ 96,149.50	\$	2,073,961.34
Feb	\$	11,233.96	\$ 84,915.54	\$ 96,149.50	\$	1,989,045.80
Mar	\$	10,774.00	\$ 85,375.50	\$ 96,149.50	\$	1,903,670.30
Apr	\$	10,311.55	\$ 85,837.95	\$ 96,149.50	\$	1,817,832.34
May	\$	9,846.59	\$ 86,302.91	\$ 96,149.50	\$	1,731,529.44
Jun	\$	9,379.12	\$ 86,770.38	\$ 96,149.50	\$	1,644,759.05
Jul	\$	8,909.11	\$ 87,240.39	\$ 96,149.50	\$	1,557,518.67
Aug	\$	8,436.56	\$ 87,712.94	\$ 96,149.50	\$	1,469,805.73
Sep	\$	7,961.45	\$ 88,188.05	\$ 96,149.50	\$	1,381,617.67
Oct	\$	7,483.76	\$ 88,665.74	\$ 96,149.50	\$	1,292,951.94
Nov	\$	7,003.49	\$ 89,146.01	\$ 96,149.50	\$	1,203,805.92
Dec	\$	6,520.62	\$ 89,628.88	\$ 96,149.50	\$	1,114,177.04
Jan	\$	6,035.13	\$ 90,114.37	\$ 96,149.50	\$	1,024,062.67
Feb	\$	5,547.01	\$ 90,602.49	\$ 96,149.50	\$	933,460.17
Mar	\$	5,056.24	\$ 91,093.26	\$ 96,149.50	\$	842,366.91
Apr	\$	4,562.82	\$ 91,586.68	\$ 96,149.50	\$	750,780.24
May	\$	4,066.73	\$ 92,082.77	\$ 96,149.50	\$	658,697.46
Jun	\$	3,567.94	\$ 92,581.56	\$ 96,149.50	\$	566,115.91
Jul	\$	3,066.46	\$ 93,083.04	\$ 96,149.50	\$	473,032.87
Aug	\$	2,562.26	\$ 93,587.24	\$ 96,149.50	\$	379,445.63
Sep	\$	2,055.33	\$ 94,094.17	\$ 96,149.50	\$	285,351.46
Oct	\$	1,545.65	\$ 94,603.85	\$ 96,149.50	\$	190,747.61
Nov	\$	1,033.22	\$ 95,116.28	\$ 96,149.50	\$	95,631.33
Dec	\$	518.00	\$ 95,631.33	\$ 96,149.33	\$	0.00

St Mary's Healthcare Realty, LLC

	Cost	Depreciation/ Amortization Period	Depreciation/ Amortization Expense
Land & Site Prep	\$ 3,125,000	0	\$ -
Building/Site Work/Fees	\$ 9,860,000	40	\$ 246,500
Equipment	\$ 1,425,000	10	\$ 142,500
Contingencies/Other	\$ 1,005,000	10	\$ 100,500
Inflation & Capped Interest	\$ 800,000	16	\$ 50,000
Total Annual Depreciation & Amortization	\$ 16,215,000		\$ 539,500
Monthly Straight Line Depreciation & Amort.			\$ 44,958

Exhibit 17
Equipment List

Description	Total	Useful Life	Annual Depreciation
Major Moveable Equipment			
Kitchen Equipment	\$ 175,000.00	15	11,667
Laundry Equipment	\$ 65,000.00	15	4,333
Phone System	\$ 85,000.00	10	8,500
Minor Moveable Equipment			
Bedside Cabinets	\$ 94,000.00	15	6,267
Furniture	\$ 350,000.00	15	23,333
Bed Frames & Assist Devices	\$ 165,425.00	12	13,785
Mattresses	\$ 45,000.00	10	4,500
Therapy Equipment	\$ 75,000.00	10	7,500
Operational Equipment	\$ 85,000.00	10	8,500
Kitchen Moveable Equipment	\$ 30,000.00	10	3,000
IT Equipment	\$ 95,575.00	5	19,115
Curtains\Privacy Curtains\Spreads	\$ 80,000.00	5	16,000
Televisions & Mount	\$ 40,000.00	5	8,000
Artwork	\$ 40,000.00	5	8,000
Total	\$ 1,425,000.00		142,500

Exhibit 18

Maryland Department of Planning Data

St. Mary's County

DEMOGRAPHIC AND SOCIO-ECONOMIC OUTLOOK

	Historical					Projected						
	1970	1980	1990	2000	2010*	2015	2020	2025	2030	2035	2040	
Population Characteristics:												
Total Population	47,388	59,895	75,974	86,211	105,150	113,900	125,150	137,200	148,750	156,150	163,350	
Male	25,062	30,297	38,665	43,495	52,320	56,600	62,070	67,900	73,460	77,040	80,580	
Female	22,326	29,598	37,309	42,716	52,830	57,300	63,080	69,300	75,300	79,110	82,760	
White**	38,522	49,357	64,432	70,925	82,630	88,460	96,050	104,040	111,430	115,530	119,350	
Nonwhite**	8,866	10,538	11,542	15,286	22,520	25,440	29,100	33,160	37,330	40,620	43,990	
Selected Age Groups:												
0-4	5,438	5,004	6,938	6,237	7,580	7,800	8,550	9,420	10,080	10,290	10,450	
5-19	15,620	17,591	17,193	20,383	23,220	24,400	26,140	27,970	29,950	31,560	33,000	
20-44	17,861	23,941	33,322	33,239	35,340	37,060	41,140	46,120	50,000	51,300	52,270	
45-64	6,071	9,344	12,264	18,527	28,240	31,340	32,870	33,060	33,580	35,410	39,190	
65+	2,398	4,015	6,257	7,825	10,780	13,310	16,460	20,640	25,150	27,590	28,450	
Total	47,388	59,895	75,974	86,211	105,150	113,900	125,150	137,200	148,750	156,150	163,350	
Total Household Population	44,537	58,245	73,297	83,429	102,225	110,851	122,029	133,878	145,150	152,259	159,240	
Total Households	12,100	18,791	25,500	30,642	37,600	41,100	45,650	50,500	55,200	58,300	61,750	
Average Household Size	3.68	3.10	2.87	2.72	2.72	2.70	2.67	2.65	2.63	2.61	2.58	
Labor Force:												
Total Population 16+	29,735	42,478	56,609	64,673	80,680	88,140	97,500	107,410	116,500	122,450	128,600	
In Labor Force	18,404	27,376	41,046	46,032	56,880	61,080	66,320	71,850	77,010	80,260	84,080	
% in Labor Force*	61.9	64.4	72.5	71.2	70.5	69.3	68.0	66.9	66.1	65.5	65.4	
Male Population 16+	16,108	21,446	28,910	32,345	39,960	43,540	47,980	52,710	57,020	59,840	62,810	
In Labor Force	13,511	17,044	23,798	25,361	31,150	33,270	35,910	38,740	41,430	43,200	45,300	
% in Labor Force*	83.9	79.5	82.3	78.4	78.0	76.4	74.8	73.5	72.7	72.2	72.1	
Female Population 16+	13,627	21,032	27,699	32,328	40,720	44,600	49,520	54,700	59,480	62,610	65,790	
In Labor Force	4,893	10,332	17,248	20,671	25,730	27,810	30,410	33,110	35,580	37,060	38,780	
% in Labor Force*	35.9	49.1	62.3	63.9	63.2	62.4	61.4	60.5	59.8	59.2	58.9	
Jobs by Place of Work:												
Total	19,164	21,211	35,990	48,952	63,205	67,000	71,600	75,000	76,900	79,500	82,100	
Personal Income:												
Total (million of constant 2005\$)	\$704.4	\$1,033.4	\$1,853.7	\$2,846.7	\$4,135.0	\$4,918.3	\$6,039.2	\$7,097.2	\$8,157.9	\$9,050.8	\$10,051.9	
Per Capita (constant 2005\$)	\$14,724	\$17,173	\$24,276	\$32,911	\$39,102	\$43,181	\$48,256	\$51,729	\$54,843	\$57,962	\$61,536	

** For 2000 to 2040 white population is equal to "white alone", and non-white population is equal to "all other races".

* Labor force participation rates for 2010 are estimates based on the 2008-2010 American Community Survey. These participation rates are applied to the Census 2010 population by age/sex to yield labor force estimates.

SOURCE: Projections prepared by the Maryland Department of Planning, May 2012. Population and household data from 1970 thru 2010 are from the U.S. Census Bureau, as is the labor force data from 1970 thru 2000. Labor force participation rate data for 2010 is an estimate by the Maryland Department of Planning based on 2008-2010 American Community Survey data. 1990 race and sex population is from modified age, race, sex data (MARS) and 2000 race and sex population from modified race data, both from the U.S. Census Bureau. Historical jobs, total personal income and per capita personal income data are from the U.S. Bureau of Economic Analysis.

Projections are rounded, therefore numbers may not add to totals.

Exhibit 19
Calculation of Need

15 d.

Calculation for Annual Growth Rate through Year 2030		20
	25,150	Population Year 2030
Minus	<u>10,780</u>	Population Year 2010
Equals	14,370	Change in Population
Divided by	<u>10,780</u>	Population Year 2010
	133.30%	Population Growth
Divided by 20 years	6.67%	Annual Growth Rate

Data below based on Average Daily Census for St Mary's Nursing Center and Chesapeake Shores 2011 Cost Report data.

Applied annual growth rate to each year from 2011 forward.

Year	ADC	Cumulative Increase in ADC
2011	255	
2012	272	17
2013	290	35
2014	310	55
2015	331	76
2016	353	98
2017	376	121

Exhibit 20
Fundamental Family

FUNDAMENTAL FAMILY OF HEALTH CARE FACILITIES

March 2006 - Present

No.	Facility Name	Address	City	ST	Zip Code	Type of Facility	Dates of Indirect Ownership
1.	Fruitvale Healthcare Center	3020 E. 15th Street	Oakland	CA	94601	SNF	January 2014 - Present
2.	Samaritan Care Hospice of Florida	1300 N Semoran Blvd	Orlando	FL	32807	Hospice	March 2006 - Present
3.	Shamrock Nursing & Rehabilitation Center	1634 Telfair St	Dublin	GA	31021	SNF	March 2006 - October 2011
4.	Brentwood Sub-Acute Healthcare Center	5400 West 87th St.	Burbank	IL	60459	SNF	March 2006 - December 2013
5.	Exceptional Health Center	5701 W. 79th Street	Burbank	IL	60459	SNF	March 2006 - September 2006
6.	Brighton Place West	331 SW Oakley	Topeka	KS	66606	SNF	March 2006 - December 2013
7.	Cherry Creek Village Nursing Center	8100 E. Pawnee	Wichita	KS	67207	SNF	March 2006- May 2006
8.	Cherry Creek Village Retirement Center	8200 E. Pawnee	Wichita	KS	67207	ALF	March 2006 - February 2009
9.	Golden Plains Healthcare Center	1202 E 23rd Street	Hutchinson	KS	67502	SNF	March 2006 - September 2011
10.	Indian Creek Healthcare Center	6515 W. 103rd st.	Overland Park	KS	66212	SNF	March 2006 - December 2013
11.	Indian Meadows Healthcare Center	6505 W. 103rd st.	Overland Park	KS	66212	SNF	March 2006 - Present
12.	Specialty Hospital of Mid-America	6509 W. 103rd St.	Overland Park	KS	66212	Hospital	March 2006 - Present
13.	Topeka Community Healthcare Center	1821 SE 21	Topeka	KS	66607	SNF	March 2006 - September 2013
14.	Wichita Specialty Hospital	8080 E. Pawnee	Wichita	KS	67207	LTACH	March 2006 - January 2011
15.	Maine Center for Integrated Rehab at Fairfield	95 Skowhegan Road	Fairfield	ME	04937	Outpatient Rehab	March 2006 - December 2013
16.	Maine Center for Integrated Rehab at Rockland	485 Commercial Street	Rockland	ME	04856	Outpatient Rehab	March 2006 - December 2013
17.	Maine Center for Integrated Rehabilitation at Brewer	248 State Street, Twin City Plaza	Brewer	ME	04412	Outpatient Rehab	March 2006 - December 2013
18.	Maine Center for Integrated Rehabilitation at Rockland (formerly Rockport)	11 Lime Street	Rockland	ME	04937	Outpatient Rehab	March 2006 - January 2012
19.	MCIR at Winterport	775 N Main Street	Winterport	ME	04496	Outpatient Rehab	May 2006 - August 2007

FUNDAMENTAL FAMILY OF HEALTH CARE FACILITIES

March 2006 - Present

No.	Facility Name	Address	City	ST	Zip Code	Type of Facility	Dates of Indirect Ownership
20.	Clarkston Specialty Healthcare Center	4800 Clintonville Rd.	Clarkston	MI	48346	SNF	March 2006 - December 2013
21.	Samaritan Care Hospice	24445 Northwestern Highway, Suite 105	Southfield	MI	48075	Hospice	March 2006 - September 2008
22.	ABC Health Care	307 East South Street	Harrisonville	MO	64701	SNF	September 2013 - Present
23.	Autumn Terrace Health & Rehabilitation	6124 Raytown Road	Raytown	MO	64133	SNF	September 2013 - Present
24.	Ballwin Ridge Health & Rehabilitation	1441 Charic Drive	Ballwin	MO	63021	SNF	September 2013 - Present
25.	BentonviewPark Health & Rehabilitation	410 West Benton Street	Monett	MO	65708	SNF	September 2013 - Present
26.	Frontier Health & Rehabilitation	2840 West Clay Street	St. Charles	MO	63301	SNF	September 2013 - Present
27.	Lee's Summit Pointe Health & Rehabilitation	1501 SW 3rd Street	Lee's Summit	MO	64081	SNF	September 2013 - Present
28.	Meadow View of Harrisonville Health & Rehabilitation	2203 E Mechanic Street	Harrisonville	MO	64701	SNF	September 2013 - Present
29.	Riverbend Heights Health & Rehabilitation	1221 Highway 13 South	Lexington	MO	64067	SNF	September 2013 - Present
30.	Rolla Health & Rehabilitation Suites	1200 McCutchen Road	Rolla	MO	65401	SNF	September 2013 - Present
31.	St. Louis Place Health & Rehabilitation	2600 Redman Road	St. Louis	MO	63136	SNF	September 2013 - Present
32.	Sunset Hills Health & Rehabilitation Center	10954 Kennerly Rd.	St. Louis	MO	63128	SNF	March 2006 - Present
33.	Valley View Health & Rehabilitation	1600 East Rollins	Moberly	MO	65270	SNF	September 2013 - Present
34.	Erwin Garden Rehabilitation	3100 Erwin Road	Durham	NC	27705	SNF	March 2006 - January 2008
35.	Pleasant Valley Nursing Center	8 Peabody Rd.	Derry	NH	03038	SNF	March 2006 - December 2013
36.	Albuquerque Care Center	239 Elm St. NE	Albuquerque	NM	87102	SNF	March 2006 - December 2009
37.	Balance One Physical Therapy	8820 Horizon Blvd NE	Albuquerque	NM	87113	Outpatient Rehab	March 2006 - April 2008
38.	Casa Arena Blanca Nursing Center	205 Moonglow	Alamogordo	NM	88310	SNF	March 2006 - Present

FUNDAMENTAL FAMILY OF HEALTH CARE FACILITIES

March 2006 - Present

No.	Facility Name	Address	City	ST	Zip Code	Type of Facility	Dates of Indirect Ownership
39.	Casa Maria Health Care Center and Pecos Valley Rehabilitation Suites	1601 S. Main St.	Roswell	NM	88203	SNF	March 2006 - Present
40.	Central Desert Behavioral Health Center	239 Elm Street NE	Albuquerque	NM	87102	Psychiatric Hospital	March 2006 - Present
41.	En Su Casa Personal Care	8820 Horizon Blvd NE	Albuquerque	NM	87113	Personal Care	March 2006 - August 2008
42.	En Su Casa Personal Care	2301 Collins Drive	Las Vegas	NM	87701	Personal Care	March 2006 - May 2010
43.	En Su Casa Personal Care	2029 Sagecrest Ct	Las Cruces	NM	88011	Personal care	March 2006 - May 2011
44.	En Su Casa Personal Care	534 Demoss St., Ste 12	Lordsburg	NM	88045	Personal care	March 2006 - May 2011
45.	En Su Casa Personal Care	1235 8th Street	Las Vegas	NM	87701	Personal care	June 2010 - May 2011
46.	Hobbs Health Care Center	5715 Lovington Hwy	Hobbs	NM	88240	SNF	March 2006 - December 2013
47.	Las Cruces Nursing Center	2029 Sagecrest Ct	Las Cruces	NM	88011	SNF	March 2006 - July 2011
48.	Southwest Samaritan Care Hospice	1020 Eubank Blvd. NE	Albuquerque	NM	87123	Hospice	12/11/06
49.	Specialty Hospital of Albuquerque	235 Elm Street NE	Albuquerque	NM	87102	LTACH	March 2006 - March 2012
50.	Sunset Villa Care Center	1515 S Sunset Ave	Roswell	NM	88203	SNF	March 2006 - Present
51.	The Village at Alameda	8810 Horizon Blvd. NE	Albuquerque	NM	87113	ALF	March 2006 - December 2013
52.	Valle Norte Caring Center	8820 Horizon Blvd NE	Albuquerque	NM	87113	SNF	March 2006- August 2008
53.	Vida Encantada Nursing and Rehab	2301 Collins Drive	Las Vegas	NM	87701	SNF	March 2006 - September 2010
54.	Carson Convalescent Center	2898 Highway 50 East	Carson City	NV	89701	SNF	March 2006 - January 2009
55.	Clearview Health and Rehabilitation	1180 E. Lake Mead	Henderson	NV	89015	SNF	March 2006 - December 2013
56.	College Park Rehabilitation Center	2856 East Cheyenne Ave.	North Las Vegas	NV	89030	SNF	March 2006 - Present
57.	Desert Valley Therapy	501 S. Rancho Ste D-24	Las Vegas	NV	89106	Rehab Clinic	March 2006 - Present

FUNDAMENTAL FAMILY OF HEALTH CARE FACILITIES

March 2006 - Present

No.	Facility Name	Address	City	ST	Zip Code	Type of Facility	Dates of Indirect Ownership
58.	Desert Valley Therapy	2851 N. Tenaya Way #205	Las Vegas	NV	89128	Rehab Clinic	March 2006 - Present
59.	Desert Valley Therapy	6830 W. Oquendo Rd., Ste 101	Las Vegas	NV	89118	Rehab Clinic	March 2006 - Present
60.	Desert Valley Therapy	1950 E Desert Inn Rd	Las Vegas	NV	89169	Rehab Clinic	March 2006 - Present
61.	Desert Valley Therapy	1701 N Green Valley Parkway Bldg 8 Ste B	Henderson	NV	89074	Rehab Clinic	March 2006 - Present
62.	Harmon Hospital	2170 East Harmon Ave.	Las Vegas	NV	89119	SNF	March 2006 - Present
63.	Hearthstone of Northern Nevada	1950 Baring Blvd.	Sparks	NV	89434	SNF	March 2006 - Present
64.	Horizon Health and Rehabilitation Center	660 Desert Lane	Las Vegas	NV	89106	SNF	March 2006 - Present
65.	Horizon Specialty Hospital of Henderson	8550 S Eastern Ave	Henderson	NV	98123	LTC Hospital	March 2006 - Present
66.	Horizon Specialty Hospital of Las Vegas	640 Desert Lane	Las Vegas	NV	89106	LTC Hospital	March 2006 - Present
67.	Mountainview Care Center at Boulder City	601 Adams Avenue	Boulder City North Las Vegas	NV	89005	SNF	March 2006 - October 2010
68.	North Las Vegas Care Center	3215 E. Cheyenne Ave.	North Las Vegas	NV	89030	SNF	March 2006 - Present
69.	Southern Nevada Medical and Rehabilitation Center	2945 Casa Vegas	Las Vegas	NV	89109	SNF	March 2006 - Present
70.	Boardman Specialty Care and Rehabilitation Center	5665 South Avenue	Youngstown	OH	44512	SNF	March 2006 - October 2008 March 2006 - February 2008
71.	Heritage Care Center	100 Rogers Lane	Shelby	OH	44875	SNF	March 2006 - January 2008
72.	Horizon Village Nursing and Rehabilitation Center	2473 North Rd. NE	Warren	OH	44483	SNF	March 2006 - October 2008
73.	Hudson Elms Nursing Home	563 W. Siretsboro Rd.	Hudson	OH	44236	SNF	March 2006 - June 2006
74.	Imperial Skilled Care Center	4121 Tod Avenue	Warren	OH	44485	SNF	March 2006 - January 2008
75.	Rosewood Manor	935 Rosewood Dr.	Galion	OH	44833	SNF	March 2006 - October 2008
76.	Village Care Center	925 Wagner Ave	Galion	OH	44833	SNF	March 2006 - February 2008
77.	Whispering Pines Healthcare Center	375 Glenn Avenue	Wash. Cour.	OH	43160	SNF	March 2006 - October 2008

FUNDAMENTAL FAMILY OF HEALTH CARE FACILITIES

March 2006 - Present

No.	Facility Name	Address	City	ST	Zip Code	Type of Facility	Dates of Indirect Ownership
78.	Bryant Nursing Center	1100 E Ninth Street	Edmond	OK	73034	SNF	March 2006 - October 2008
79.	Edmond Specialty Hospital	1100 E Ninth Street	Edmond	OK	73034	LTACH	March 2006 - January 2011 March 2006 - December 2013
80.	Broomall Rehabilitation and Nursing Center	50 North Malin Rd.	Broomall	PA	19008	SNF	March 2006 - Present
81.	Greenery Specialty Care Center (of Canonsburg)	2200 Hill Church-Houston Rd.	Canonsburg	PA	15317	SNF	March 2006 - Present
82.	Mountainview Specialty Care Center	227 Sand Hill Road	Greensburg	PA	15601	SNF	March 2006 - September 2008
83.	Samaritan Care Hospice of Pennsylvania	653 W Skippack Pike Suite 12A	Blue Bell	PA	19422	Hospice	March 2006 - December 2013
84.	Golden Age - Inman	82 North Main St	Inman	SC	29349	SNF	March 2006 - December 2013
85.	Inman Healthcare	51 N. Main St.	Inman	SC	29349	SNF	March 2006 - Present
86.	Lake Emory Post Acute Care	59 Blackstock Rd.	Inman	SC	29349	SNF	March 2006 - Present
87.	Magnolia Manor - Columbia	1007 North Kings St.	Columbia	SC	29223	SNF	March 2006 - Present
88.	Magnolia Manor - Greenville	411 Ansel St.	Greenville	SC	29601	SNF	March 2006 - Present
89.	Magnolia Manor - Greenwood	1415 Parkway Drive	Greenwood	SC	29848	SNF	March 2006 - Present
90.	Magnolia Manor - Inman	63 Blackstock Road	Inman	SC	29349	SNF	March 2006 - Present
91.	Magnolia Manor - Rock Hill	127 Murrell Drive	Rock Hill	SC	29732	SNF	March 2006 - Present
92.	Magnolia Manor- Moncks Corner	505 S. Live Oak Road; PO Box 1487	Moncks Corner	SC	29461	SNF	March 2006 - October 2007
93.	Magnolia Manor of Spartanburg	375 Serpentine Dr.	Spartanburg	SC	29303	SNF	March 2006 - Present
94.	Magnolia Place - Greenville	35 Southpointe Dr.	Greenville	SC	29607	SNF	March 2006 - Present
95.	Magnolia Place at Spartanburg	8020 White Avenue	Spartanburg	SC	29303	SNF	March 2006 - Present
96.	Riverside Health and Rehab	2375 Baker Hospital Blvd.	Charleston	SC	29405	SNF	March 2006 - Present
97.	Samaritan Care Hospice of South Carolina	500 Jeff Davis Blvd.	Spartanburg	SC	29303	Hospice	May 2006 - September 2008
98.	Alamo Heights Health and Rehabilitation Center	8223 Broadway	San Antonio	TX	78209	SNF	November 2007 - Present
99.	Bremond Nursing and Rehabilitation Center	211 North Main Street	Bremond	TX	76629	SNF	November 2007 - Present
100.	Bridgcrest Rehabilitation Suites	14100 Karissa Court	Houston	TX	77049	SNF	Present
101.	Brownfield Rehabilitation and Care Center	510 South First Street	Brownfield	TX	79316	SNF	November 2007 - Present
102.	Canton Oaks	1901 S Trade Days Blvd	Canton	TX	75103	SNF	April 2011 - Present
103.	Canyon Healthcare	15 Hospital Drive	Canyon	TX	79015	SNF	March 2006 - July 2013
104.	Care Inn of Edna	1204 N Wells	Edna	TX	77957	SNF	March 2007 - January 2009
105.	Care Inn of Llano	800 W Haynie St	Llano	TX	78643	SNF	June 2007 - January 2009
106.	Care Inn of Sanger	600 N. Stemmons Freeway	Sanger	TX	76266	SNF	June 2007 - January 2009
107.	Care Inn of Seguin	1219 Eastwood Drive	Seguin	TX	78155	SNF	March 2007 - January 2009

FUNDAMENTAL FAMILY OF HEALTH CARE FACILITIES

March 2006 - Present

No.	Facility Name	Address	City	ST	Zip Code	Type of Facility	Dates of Indirect Ownership
108.	Cleburne Rehabilitation and Health Care Cntr	1108 W Kilpatrick Street	Cleburne	TX	76033	SNF	August 2008 - March 2012
109.	Corinth Rehabilitation Suites on the Parkway	3511 Corinth Parkway	Corinth	TX	76208	SNF	July 2013 - Present
110.	Country Meadows Nursing and Rehabilitation Center	3301 Park Row Blvd	Corsicana	TX	75110	SNF	October 2008 - Present
111.	Crestview Manor Nursing and Rehabilitation Center	1103 Mary Jane Street	Belton	TX	76513	SNF	July 2007 - Present
112.	Crosbyton Nursing and Rehabilitation Center	222 North Farmer	Crosbyton	TX	79322	SNF	November 2007 - Present
113.	Dalworth Nursing and Rehab Cntr	405 Duncan Perry Road	Arlington	TX	76011	SNF	November 2007 - September 2012
114.	Floydada Rehabilitation and Care Center	925 West Crockett Street	Floydada	TX	79235	SNF	November 2007 - December 2009
115.	Grace Care Center	1101 Grace St.	Wichita Falls	TX	76301	SNF	March 2006 - Present
116.	Heritage Oaks	1112 Gibbins Rd.	Arlington	TX	76011	SNF	March 2006 - Present
117.	Heritage Place	825 West Kearney	Mesquite	TX	75149	SNF	March 2006 - Present
118.	Hillside Heights Rehabilitation Suites	6650 South Soney Road	Amarillo	TX	79119	SNF	July 2013 - Present
119.	Hospice of the South Plains	1401 9th Street	Lubbock	TX	79401	Hospice	March 2006 - Present
120.	Iowa Park Healthcare Center	1109 N Third Street	Iowa Park	TX	76367	SNF	May 2007 - Present
121.	Kirkland Court Health and Rehabilitation Center	1601 Kirkland Drive	Amarillo	TX	79106	SNF	November 2007 - Present
122.	Lakeside Rehabilitation and Care Center	4306 24th Street	Lubbock	TX	79410	SNF	November 2007 - Present
123.	Llano Specialty Hospital	1409 9th St.	Lubbock	TX	79401	LTC Hospital	March 2006 - Present
124.	Lockney Health and Rehabilitation Center	401 North Main Street	Lockney	TX	79241	SNF	November 2007 - September 2011
125.	Longmeadow Healthcare Center	120 Meadowview Drive	Justin	TX	76247	SNF	March 2006 - December 2013
126.	Meadowbrook Care Center	632 Windsor Way	Van Alstyne	TX	75495	SNF	November 2007 - Present
127.	Mimosa Manor	459 Keller Parkway	Keller	TX	76248	SNF	March 2006 - June 2011
128.	Mt. Pleasant Assisted Living	2009 N. Edwards	Mt. Pleasant	TX	75455	ALF	March 2006 - December 2013
129.	Mulberry Manor	1670 Lingleville Road	Stephenville	TX	76401	SNF	July 2007 - Present
130.	Northwood Health Care Center	1109 Northwood Drive	Marble Falls	TX	78654	SNF	November 2007 - March 2011
131.	Plainview Healthcare Center	2510 W 24th Street	Plainview	TX	79072	SNF	May 2007 - Present
132.	Pleasant Springs Healthcare Center	2003 North Edwards	Mt. Pleasant	TX	75455	SNF	March 2006 - December 2013
133.	Retama Manor Del Rio	100 Hermann Drive	Del Rio	TX	78840	SNF	March 2007 - January 2009
134.	Richland Hills Nursing & Rehabilitation Center	3109 Kings Court	Fort Worth	TX	76118	SNF	November 2007 - December 2012

FUNDAMENTAL FAMILY OF HEALTH CARE FACILITIES

March 2006 - Present

No.	Facility Name	Address	City	ST	Zip Code	Type of Facility	Dates of Indirect Ownership
135.	River Valley Health & Rehabilitation Center	1907 Refinery Road	Gainesville	TX	76240	SNF	November 2007 - Present March 2006 - September 2008
136.	Samaritan Care Hospice	9535 Forest Lane, Suite 211	Dallas	TX	75243	Hospice	
137.	Samaritan Care Hospice	2350 Airport Freeway Suite 410	Bedford	TX	76022	Hospice	July 2006 - May 2008
138.	Samaritan Care Hospice	4204 Gardendale, Suite 210	San Antonio	TX	78229	Hospice	July 2006 - August 2008
139.	Samaritan Care Hospice	1770 St. James Place Suite 330	Houston	TX	77056	Hospice	July 2006 - August 2008
140.	Samaritan Care Hospice	4400 Piedras Drive South Suite 120	San Antonio	TX	78228	Hospice	July 2006 - August 2008
141.	Samaritan Care Hospice	7001 Grapevine Hwy., Ste 500	N. Richland Hills	TX	76180	Outpatient Rehab Clinic	March 2006 - July 2008
142.	San Jacinto Manor	206 W P Avenue	Deer Park	TX	77536	SNF	March 2006 - June 2009
143.	Southwest Regional Skilled Nursing Center	1409 9th Street	Lubbock	TX	79401	SNF	March 2006 - Present
144.	Stoneybrook Healthcare Center	2808 Stoneybrook	Houston	TX	77063	SNF	July 2007 - Present
145.	Swan Manor Assisted Living	2508 Ward Road	Baytown	TX	77520	ALF	8/30/2003
146.	Texas Specialty Hospital at Dallas	7955 Harry Hines Boulevard	Dallas	TX	75235	LTC Hospital	March 2006 - Present
147.	Texas Specialty Hospital at Houston	6160 South Loop East	Houston	TX	77087	LTC Hospital	March 2006 - Present
148.	Texas Specialty Hospital at Lubbock	4302-B Princeton St	Lubbock	TX	79415	LTC Hospital	March 2006 - Present
149.	Texas Specialty Hospital at San Antonio	7310 Oak Manor Drive	San Antonio	TX	78229	LTACH	March 2006 - May 2010
150.	Texas Specialty Hospital at Wichita Falls	1103 Grace Street	Wichita Falls	TX	76301	LTC Hospital	March 2006 - Present
151.	Texas Specialty Nursing and Rehab Center	7302 Oak Manor Drive	San Antonio	TX	78229	SNF	March 2006 - September 2010
152.	Texoma Healthcare Center	1000 Highway 82 East	Sherman	TX	75090	SNF	March 2006 - December 2013
153.	The Courtyards at Fort Worth	8001 Western Hills Blvd	Fort Worth	TX	76108	SNF	March 2006 - January 2014
154.	The Courtyards at Pasadena	4048 Red Bluff Road	Pasadena	TX	77503	SNF	July 2007 - Present
155.	The Highlands of Dallas	9009 Forest Lane	Dallas	TX	75243	SNF	March 2006 - October 2012 March 2006 - December 2013
156.	The Park in Plano	3208 Thunderbird Lane	Plano	TX	75075	SNF	
157.	The Terrace at Denison	1300 Memorial Drive	Denison	TX	75020	SNF	November 2007 - Present
158.	The Village at Richardson	1111 Rockingham Lane	Richardson	TX	75080	SNF	March 2006 - Present November 2007 - September 2011
159.	Tulia Health and Rehabilitation Center	714 South Austin	Tulia	TX	79088	SNF	
160.	Villa Haven Health and Rehabilitation Center	300 South Jackson Street	Breckenridge	TX	76424	SNF	November 2007 - Present

FUNDAMENTAL FAMILY OF HEALTH CARE FACILITIES

March 2006 - Present

No.	Facility Name	Address	City	ST	Zip Code	Type of Facility	Dates of Indirect Ownership
161.	Winterhaven Healthcare Center	6534 Stuebner - Airline	Houston	TX	77091	SNF	March 2006 - Present
162.	Woodlake Nursing Home	603 E. Plantation Road	Clute	TX	77531	SNF	July 2007 - Present
164.	Hartford Healthcare Center	1202 East Summer St.	Hartford	WI	53027	SNF	March 2006 - Present

Exhibit 21
Palmetto Family

Palmetto Family

Facility Name	Street Address	City	State	Zip	Dates of Indirect Ownership
St. George Health Care Center	905 Dukes Street	Saint George	SC	29477-2059	Sept. 2006 to present
Oakbrook Health and Rehabilitation Center	920 Travelers Boulevard	Summerville	SC	29485-8213	Sept. 2006 to present
Hallmark HealthCare Center	255 Midland Parkway	Summerville	SC	29485-8104	Sept. 2006 to present
Brookview Healthcare Center	510 Thompson Street	Gaffney	SC	29340-3620	Sept. 2006 to present
Faith health Care Center (SNF)/ Faith Residential Care Center (RCF)	617 W. Marion Street	Florence	SC	29501-2421	Sept. 2006 to present
Jolley Acres Health Care Center	1180 Wolfe Trail, S.W.	Orangeburg	SC	29115-7339	Sept. 2006 to present
Prince George Health Care Center	901 Maple Street	Georgetown	SC	29440-4377	Sept. 2006 to present
Springdale HealthCare Center	146 Battleship Road	Camden	SC	29020-2060	Sept. 2006 to present
Lake City Scranton HealthCare Center	1940 Boyd Street	Scranton	SC	29591-5835	Sept. 2006 to present

Exhibit 22

Sava Family

Sava Family

FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	DATES OF INDIRECT OWNERSHIP
Cedar Crest	4490 Virginia Loop Road	Montgomery	AL	36116	February 2005 - October 2013
Fairview Health and Rehabilitation	1028 Bessemer Road	Birmingham	AL	35228	February 2005 - October 2013
Montrose Bay Health and Rehabilitation Center	22670 Main Street, P. O. Box 256	Montrose	AL	36559	February 2005 - October 2013
South Haven Health and Rehabilitation Center	1300 East South Boulevard	Montgomery	AL	36116	February 2005 - October 2013
Warren Manor Health and Rehabilitation Center	11 Bell Road	Selma	AL	36701	February 2005 - October 2013
Woodley Manor Health and Rehabilitation	3312 Woodley Road	Montgomery	AL	36116	February 2005 - October 2013
Courtyard Care Center	340 Northlake Drive	San Jose	CA	95117	February 2005 - October 2013
Diamond Ridge HealthCare Center	2351 Loveridge Road	Pittsburg	CA	94565	February 2005 - October 2013
Excell Health Care Center	3025 High Street	Oakland	CA	94619	February 2005 - October 2013
Flagship Healthcare Center	466 Flagship Road	Newport Beach	CA	92663	February 2005 - October 2013
Fruitvale HealthCare Center	3020 E. 15th Street	Oakland	CA	94601	February 2005 - October 2013
Mission Carmichael HealthCare Center	3630 Mission Avenue	Carmichael	CA	95608	February 2005 - October 2013
Tarzana Health and Rehabilitation Center	5650 Reseda Boulevard	Tarzana	CA	91356	February 2005 - October 2013
Alpine Living Center	501 Thornton Parkway	Thornton	CO	80229	February 2005 - October 2013
Applewood Living Center	1800 Stroh Place	Longmont	CO	80501	February 2005 - October 2013
Aspen Living Center	1795 Monterey Road	Colorado Springs	CO	80910	February 2005 - October 2013
Belmont Lodge Health Care Center	1601 Constitution	Pueblo	CO	81004	February 2005 - October 2013
Berthoud Living Center	855 Franklin	Berthoud	CO	80513	February 2005 - October 2013
Boulder Manor	4685 E. Baseline Road	Boulder	CO	80303	February 2005 - October 2013
Camellia Healthcare Center (sold 12/31/10)	500 Geneva Street	Aurora	CO	80010	December 2004 - December 2010

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FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	DATES OF INDIRECT OWNERSHIP
Cedarwood Health Care Center	924 West Kiowa	Colorado Springs	CO	80905	February 2005 - October 2013
Centennial Healthcare Center	1637 29th Avenue Place	Greeley	CO	80631	February 2005 - October 2013
Colonial Columns Nursing Center	1340 E. Filimore	Colorado Springs	CO	80907	February 2005 - October 2013
Fort Collins Health Care Center	1000 Lemay Avenue	Fort Collins	CO	80521	February 2005 - October 2013
Four Corners Health Care Center	2911 Junction	Durango	CO	81301	February 2005 - October 2013
Garden Square at Spring Creek	1000 E. Stuart Street	Fort Collins	CO	80525	February 2005 - October 2013
Greenwood Village Health and Rehabilitation Center (CHOW 10/12/09)	6005 South Holly Street	Littleton	CO	80121	December 2004 - October 2009
Jewell Care Center of Denver	4450 E. Jewell Avenue	Denver	CO	80222	February 2005 - October 2013
Kenton Manor	850 27th Avenue	Greeley	CO	80631	February 2005 - October 2013
Minnequa Medicenter	2701 California	Pueblo	CO	81004	February 2005 - October 2013
Monaco Parkway Health and Rehabilitation Center (fka MH of Denver)	895 South Monaco Parkway	Denver	CO	80224	February 2005 - October 2013
Palisades Living Center	151 E. 3rd Street (P.O. Box 190)	Palisade	CO	81526	February 2005 - October 2013
Pearl Street Health and Rehabilitation Center (fka Cherry Park Progressive Care Center)	3636 South Pearl Street	Englewood	CO	80110	February 2005 - October 2013
San Juan Living Center	1043 Ridge Street	Montrose	CO	81401	February 2005 - October 2013
Sierra Vista Healthcare Center	821 Duffield Court	Loveland	CO	80537	February 2005 - October 2013
Spring Creek Healthcare Center	1000 E. Stuart Street	Fort Collins	CO	80525	February 2005 - October 2013
Sterling Living Center	1420 South 3rd Avenue	Sterling	CO	80751	February 2005 - October 2013
Sunset Manor	2200 Edison Street	Brush	CO	80723	February 2005 - October 2013
Terrace Gardens Healthcare Center	2438 Fountain Boulevard	Colorado Springs	CO	80916	February 2005 - October 2013
Windsor Healthcare Center	710 3rd St.	Windsor	CO	80550	February 2005 - October 2013

Sava Family

FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	DATES OF INDIRECT OWNERSHIP
Yuma Life Care Center	323 W. 9th Avenue	Yuma	CO	80759	February 2005 - October 2013
Bride Brook Health and Rehabilitation Center	23 Liberty Way	Niantic	CT	06357	February 2005 - October 2013
Pendleton Health and Rehabilitation Center Anderson Mill Health and Rehabilitation Center (fka Brian Center Nursing Care/Austell)	44 Maritime Drive 2130 Anderson Mill Road	Mystic Austell	CT GA	06355 30001	February 2005 - October 2013
Brian Center Health & Rehabilitation/Canton	150 Hospital Circle, N.W.	Canton	GA	30114	February 2005 - October 2013
Northeast Atlanta Health and Rehabilitation Center	1500 South Johnson Ferry Road	Atlanta	GA	30319	February 2005 - October 2013
Montebello HealthCare Center	1599 Keokuk St.	Hamilton	IL	62341	February 2005 - October 2013
Nature Trail Health Care Center	1001 South 34th Street	Mount Vernon	IL	62864	February 2005 - October 2013
Odin HealthCare Center	300 Green Street	Odin	IL	62870	February 2005 - October 2013
Westchester Health and Rehabilitation Center	2901 S. Wolf Road	Westchester	IL	60154	February 2005 - October 2013
Methuen Health and Rehabilitation Center (fka Mariner Health Care of Methuen)	480 Jackson Street	Methuen	MA	01844	February 2005 - October 2013
SE Massachusetts Health and Rehabilitation Center	4586 Acushnet Avenue	New Bedford	MA	02745	February 2005 - October 2013
Arcola Health and Rehabilitation Center (fka Mariner Healthcare of Silver Spring)	901 Arcola Avenue	Silver Spring	MD	20902	February 2005 - October 2013
Bel Air Health and Rehabilitation Center	410 East MacPhail Road	Bel Air	MD	21014	February 2005 - October 2013
Bethesda Health and Rehabilitation Center	5721 Grosvenor Lane	Bethesda	MD	20814	February 2005 - October 2013
Forest Hill Health and Rehabilitation Center	109 Forest Valley Drive	Forest Hill	MD	21050	February 2005 - October 2013
Glen Burnie Health and Rehabilitation Center	7355 Furnace Branch Road East	Glen Burnie	MD	21060	February 2005 - October 2013
Heritage Harbour Health and Rehabilitation Center	2700 South Haven Road	Annapolis	MD	21401	February 2005 - October 2013
North Arundel Health and Rehabilitation Center	313 Hospital Drive	Glen Burnie	MD	21061	February 2005 - October 2013
Overlea Health and Rehabilitation Center	6116 Belair Road	Baltimore	MD	21206	February 2005 - October 2013

Sava Family

FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	DATES OF INDIRECT OWNERSHIP
Patuxent River Health and Rehabilitation Center (fka Greater Laurel Health and Rehabilitation Center)	14200 Laurel Park Drive	Laurel	MD	20707	February 2005 - October 2013
Summit Park Health and Rehabilitation Center (fka Mariner Health of Catonsville)	1502 Frederick Rd.	Catonsville	MD	21228	February 2005 - October 2013
Cambridge East Healthcare Center	31155 Dequindre	Madison Heights	MI	48071	February 2005 - October 2013
Cambridge North Healthcare Center	535 N. Main Street	Clawson	MI	48017	February 2005 - October 2013
Cambridge South Healthcare Center	18200 W. 13 Mile Road	Beverly Hills	MI	48025	February 2005 - October 2013
Clinton-Aire Healthcare Center	17001 17 Mile Road	Clinton Township	MI	48038	February 2005 - October 2013
Crestmont Nursing Care Center	111 Trealout Drive	Fenton	MI	48430	February 2005 - October 2013
Heritage Manor Healthcare Center	G-3201 Beecher Road	Flint	MI	48532	February 2005 - October 2013
Hope Healthcare Center	38410 Cherry Hill Road	Westland	MI	48185	February 2005 - October 2013
Superior Woods Healthcare Center	8380 Geddes Rd.	Superior Twnshp	MI	48198	February 2005 - October 2013
Warren Woods Health and Rehabilitation Center (fka Nightingale Healthcare Center)	11525 E. Ten Mile Road	Warren	MI	48089	February 2005 - October 2013
Countrybrook Living Center	525 Brookman Drive	Brookhaven	MS	39601	February 2005 - October 2013
Brian Center Health & Rehabilitation/Durham	6000 Fayetteville Road	Durham	NC	27713	October 2013
Brian Center Health & Rehabilitation/Goldsboro	1700 Wayne Memorial	Goldsboro	NC	27530	February 2005 - October 2013
Brian Center Health & Rehabilitation/Hendersonville	1870 Pisgah Road	Hendersonville	NC	28739	February 2005 - October 2013
Brian Center Health & Rehabilitation/Hickory East	3031 Tate Boulevard., S.E.	Hickory	NC	28602	February 2005 - October 2013
Brian Center Health & Rehabilitation/Spruce Pine	218 Laurel Creek Court	Spruce Pine	NC	28777	February 2005 - October 2013
Brian Center Health & Rehabilitation/Statesville	520 Valley Street	Statesville	NC	28677	February 2005 - October 2013
Brian Center Health & Rehabilitation/Wallace	647 S. RailRoad Street	Wallace	NC	28466	February 2005 - October 2013
Brian Center Health & Rehabilitation/Waynesville	516 Wall Street	Waynesville	NC	28786	February 2005 - October 2013

Sava Family

FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	DATES OF INDIRECT OWNERSHIP
Brian Center Health & Rehabilitation/Weaverville	78 Weaver Boulevard	Weaverville	NC	28787	February 2005 - October 2013
Brian Center Health & Rehabilitation/Wilson	2501 Downing Street	Wilson	NC	27893	February 2005 - October 2013
Brian Center Health & Rehabilitation/Windsor	1306 South King Street	Windsor	NC	27983	February 2005 - October 2013
Brian Center Health & Rehabilitation/Yanceyville	1086 Main Street, North	Yanceyville	NC	27379	February 2005 - October 2013
Brian Center Health & Retirement/Cabarrus	250 Bishop Lane	Concord	NC	28025	February 2005 - October 2013
Brian Center Health & Retirement/Clayton	204 Dairy Road	Clayton	NC	27520	February 2005 - October 2013
Brian Center Health & Retirement/Lincolnton	515 South Generals Boulevard	Lincolnton	NC	28092	February 2005 - October 2013
Brian Center Health & Retirement/Monroe	204 Old Highway 74 East	Monroe	NC	28112	February 2005 - October 2013
Brian Center Health & Retirement/Mooresville	752 East Center Avenue	Mooresville	NC	28115	February 2005 - October 2013
Brian Center Health & Retirement/Winston-Salem	4911 Brian Center Lane	Winston-Salem	NC	27106	February 2005 - October 2013
Brian Center Health and Rehabilitation Hickory Viewmont	220 13th Avenue Place, N.W.	Hickory	NC	28601	February 2005 - October 2013
Brian Center Health and Rehabilitation/Brevard	115 N Country Club Road	Brevard	NC	28712	February 2005 - October 2013
Brian Center Health and Rehabilitation/Charlotte	5939 Reddman Road	Charlotte	NC	28212	February 2005 - October 2013
Brian Center Health and Rehabilitation/Eden	226 North Oakland Avenue	Eden	NC	27288	February 2005 - October 2013
Brian Center Health and Rehabilitation/Gastonia	969 Cox Road	Gastonia	NC	28054	February 2005 - October 2013
Brian Center Health and Rehabilitation/Hertford	1300 Don Juan Road	Hertford	NC	27944	February 2005 - October 2013
Brian Center Health and Rehabilitation/Salisbury	635 Statesville Boulevard	Salisbury	NC	28144	February 2005 - October 2013
Brian Center Nursing Care/Lexington	279 Brian Center Dr.	Lexington	NC	27292	February 2005 - October 2013
Brian Center Nursing Care/Shamrock	2727 Shamrock Drive	Charlotte	NC	28205	February 2005 - October 2013
Brian Center-Charlotte Retirement Apartments	5945 Reddman Road	Charlotte	NC	28212	February 2005 - October 2013

Sava Family

FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	DATES OF INDIRECT OWNERSHIP
Kenansville Health and Rehabilitation Center	209 Beasley Street	Kenansville	NC	28349	February 2005 - October 2013
Maple Leaf Health Care	2640 Davie Avenue	Statesville	NC	28677	February 2005 - October 2013
Mariner Health Care of Wilmington	820 Wellington Avenue	Wilmington	NC	28401	February 2005 - October 2013
Randolph Health and Rehabilitation Center (fka Mariner Health Care of Asheboro)	230 E. Presnell Street, P.O. Box 4218	Asheboro	NC	27204	February 2005 - October 2013
Silver Stream Health and Rehabilitation Center	2305 Silver Stream Lan	Wilmington	NC	28401	February 2005 - October 2013
Wilmington Health and Rehabilitation Center (fka Mariner Health Care of Wilmington)	820 Willington Avenue	Wilmington	NC	28401	February 2005 - October 2013
Arbor Manor	2550 North Nye Avenue	Fremont	NE	68025	February 2005 - October 2013
Crete Manor	830 East 1st Street (1st and Boswell)	Crete	NE	68333	February 2005 - October 2013
Haven Home	100 West Elm Avenue	Kenesaw	NE	68956	February 2005 - October 2013
Pawnee Manor	438 12th Street	Pawnee City	NE	68420	February 2005 - October 2013
Pierce Manor	515 E. Main Street (P.O. Box 189)	Pierce	NE	68767	February 2005 - October 2013
West Point Living Center	R R 3 Prospect Road	West Point	NE	68788	February 2005 - October 2013
Mariner Health Care of Toledo(closed 10/14/05)	1011North Byrne Road	Toledo	OH	43607	December 2004 - October 2005
North Hills Health and Rehabilitation Center	194 Swinderman Rd.	Wexford	PA	15090	February 2005 - October 2013
West Hills Health and Rehabilitation Center (fka Mariner Health Care of West Hills)	951 Brodhead Road	Coraopolis	PA	15108	February 2005 - October 2013
Seneca Health and Rehabilitation Center	140 Tokeena Road	Seneca	SC	29678	February 2005 - October 2013
Sumter East Health and Rehabilitation Center	880 Carolina Avenue (P.O. Box 1526)	Sumter	SC	29151	February 2005 - October 2013
Greenhills Health and Rehabilitation Center (fka	3939 Hillsboro Circle	Nashville	TN	37215	February 2005 - October 2013
Lebanon Health and Rehabilitation Center	731 Castle Heights Court	Lebanon	TN	37087	February 2005 - October 2013
Newport Health and Rehabilitation Center	135 Generation Drive	Newport	TN	37821	February 2005 - October 2013

Sava Family

FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	DATES OF INDIRECT OWNERSHIP
Norris Health and Rehabilitation Center	3382 Andersonville Highway	Andersonville	TN	37705	February 2005 - October 2013
Alpine Terrace	746 Alpine Drive	Kerrville	TX	78028	February 2005 - October 2013
Alpine Terrace Retirement & Convalescent Center PC Unit	746 Alpine Drive	Kerrville	TX	78028	February 2005 - October 2013
Arlington Heights Health and Rehabilitation Center (fka Mariner Health of Fort Worth Nursing and Rehabilitation Center)	4825 Wellesley Street	Ft. Worth	TX	76017	February 2005 - October 2013
Bangs Nursing Home	1105 Fitzgerald	Bangs	TX	76823	February 2005 - October 2013
Bastrop Nursing Center	P.O. Box 649 (400 Old Austin Highway)	Bastrop	TX	78602	February 2005 - October 2013
Bay Villa Healthcare Center	1800 13th Street	Bay City	TX	77414	February 2005 - October 2013
Brazosview Healthcare Center	2127 Preston	Richmond	TX	77469	February 2005 - October 2013
Care Inn of LaGrange	457 North Main	La Grange	TX	78945	February 2005 - October 2013
Cypresswood Health and Rehabilitation Center	10851 Crescent Moon Drive	Houston	TX	77064	February 2005 - October 2013
Deer Creek of Wimberley	Route 2, Box 6	Wimberley	TX	78676	February 2005 - October 2013
Downtown Health and Rehabilitation Center	424 South Adams	Fort Worth	TX	76104	February 2005 - October 2013
Edgewater Care Center	1213 Water Street	Kerrville	TX	78028	February 2005 - October 2013
Faith Memorial Nursing Home	811 Garner Road	Pasadena	TX	77502	February 2005 - October 2013
First Colony Health and Rehabilitation Center (fka Mariner Health of First Colony)	4710 Lexington Boulevard	Missouri City	TX	77459	February 2005 - October 2013
Golden Years Nursing and Rehabilitation Center (fka Marlin Healthcare and Rehabilitation Center)eff 11/20/06	318 Chambers	Marlin	TX	76661	February 2005 - October 2013
Greenview Manor	401 Owen Lane	Waco	TX	76710	February 2005 - October 2013
Hilltop Village Nursing and Rehabilitation Center (fka Hilltop Village)	1400 Hilltop Road	Kerrville	TX	78028	February 2005 - October 2013
Hillview Manor	1110 Rice Street	Goldthwaite	TX	76844	February 2005 - October 2013

Sava Family

FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	DATES OF INDIRECT OWNERSHIP
Interlochen Health and Rehabilitation Center (fka Mariner Health of Arlington)	2645 W. Randol Mill Road	Arlington	TX	76012	February 2005 - October 2013
Jacinto City Healthcare Center	1405 Holland	Houston	TX	77029	February 2005 - October 2013
Kountze Nursing Center	P.O. Box 940 (Fm 1293)	Kountze	TX	77625	February 2005 - October 2013
La Paloma Nursing Center	Fm Road 1329 & Sur Avenue	San Diego	TX	78384	February 2005 - October 2013
Lakeshore Village Healthcare Center	2320 Lakeshore Drive	Waco	TX	76708	February 2005 - October 2013
Las Palmas Healthcare Center	1301 East Quebec	McAllen	TX	78501	February 2005 - October 2013
Levelland Nursing & Rehabilitation Center (fka Levelland Nursing Home)	210 West Avenue	Levelland	TX	79336	February 2005 - October 2013
Memorial City Health and Rehabilitation Center (fka The Village Healthcare Center eff 3/18/11)	1341 Blalock	Houston	TX	77055	February 2005 - October 2013
Memorial Medical Nursing Center (fka	307 W. Cypress	San Antonio	TX	78212	February 2005 - October 2013
North Dallas Rehabilitation Hospital	8383 Meadow Road	Dallas	TX	75231	February 2005 - October 2013
North Park Health and Rehabilitation Center (fka Mariner Healthcare McKinney)	1720 N. McDonald	Mckinney	TX	75071	February 2005 - October 2013
Northgate Health and Rehabilitation Center (fka Mariner Health of San Antonio)	5757 North Knoll	San Antonio	TX	78240	February 2005 - October 2013
Northwest Health and Rehabilitation Center (fka Mariner Health of Northwest Houston)	17600 Cali Drive	Houston	TX	77090	February 2005 - October 2013
Pampa Nursing Center	1321 W. Kentucky (P.O. Box 582)	Pampa	TX	79065	February 2005 - October 2013
Park Highlands Nursing & Rehabilitation Center (fka Park Highlands Nursing Center)	711 Lucas Street	Athens	TX	75751	February 2005 - October 2013
Pasadena Care Center (managed by Sava)	4006 Vista Road	Pasadena	TX	77504	February 2005 - October 2013
Peach Tree Place	315 Anderson Street	Weatherford	TX	76086	February 2005 - October 2013
Pine Arbor	705 Highway 418 West	Silsbee	TX	77656	February 2005 - October 2013
Pine Forest Nursing and Rehabilitation Center (fka Green Acres Convalescent Center/Parkdale) 2008	11025 Old Voth Road	Beaumont	TX	77713	December 2004 - 2008 February 2005 - October 2013
Retama Manor Nursing Center	2322 Morgan Avenue	Corpus Christi	TX	78405	February 2005 - October 2013

Sava Family

FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	DATES OF INDIRECT OWNERSHIP
Retama Manor Nursing Center/Alice	606 Coyote Trail	Alice	TX	78332	February 2005 - October 2013
Retama Manor Nursing Center/Edinburg	1505 Closner	Edinburg	TX	78539	February 2005 - October 2013
Retama Manor Nursing Center/Harlingen	820 Camelot Drive	Harlingen	TX	78550	February 2005 - October 2013
Retama Manor Nursing Center/Jourdanton	1504 Oak Street	Jourdanton	TX	78026	February 2005 - October 2013
Retama Manor Nursing Center/Laredo - South	1100 Galveston	Laredo	TX	78040	February 2005 - October 2013
Retama Manor Nursing Center/Laredo - West	1200 Lane	Laredo	TX	78040	February 2005 - October 2013
Retama Manor Nursing Center/McAllen	900 South 12th Street	McAllen	TX	78501	February 2005 - October 2013
Retama Manor Nursing Center/Pleasanton North	404 Goodwin St.	Pleasanton	TX	78064	February 2005 - October 2013
Retama Manor Nursing Center/Pleasanton South	905 W. Oaklawn Ave.	Pleasanton	TX	78064	February 2005 - October 2013
Retama Manor Nursing Center/Pleasanton South-Alzheimer's Disease and Related Disorders	905 W. Oaklawn Ave.	Pleasanton	TX	78064	February 2005 - October 2013
Retama Manor Nursing Center/Raymondville	1700 S. Expressway 77	Raymondville	TX	78580	October 2013
Retama Manor Nursing Center/Rio Grande City	400 S. Peter Diaz Jr. Ave.	Rio Grande City	TX	78582	February 2005 - October 2013
Retama Manor Nursing Center/Robstown	603 E. Avenue J	Robstown	TX	78380	February 2005 - October 2013
Retama Manor Nursing Center/San Antonio - North	501 Ogden	San Antonio	TX	78212	February 2005 - October 2013
Retama Manor Nursing Center/San Antonio West	636 Cupples Rd.	San Antonio	TX	78237	February 2005 - October 2013
Retama Manor Nursing Center/Weslaco	721 Airport Dr.	Weslaco	TX	78596	February 2005 - October 2013
Silver Creek Manor	9014 Timber Path	San Antonio	TX	78250	February 2005 - October 2013
Spring Branch Healthcare Center	8955 Long Point	Houston	TX	77055	February 2005 - October 2013
Sweeney House	109 McKinney (P.O. Box 187)	Sweeny	TX	77480	February 2005 - October 2013
The Meadows Health and Rehabilitation Center (fka Mariner Health of North Dallas)	8383 Meadow Road	Dallas	TX	75231	February 2005 - October 2013

Sava Family

FACILITY NAME	STREET ADDRESS	CITY	STATE	ZIP	DATES OF INDIRECT OWNERSHIP
The Westbury Place	5201 South Willow Drive	Houston	TX	77035	February 2005 - October 2013
Weatherford Health Care Center	521 W. 7th Street	Weatherford	TX	76086	February 2005 - October 2013
Westchase Health and Rehabilitation Center (fka Mariner Health of Southwest Houston)	8820 Town Park Drive	Houston	TX	77036	February 2005 - October 2013
Winchester Lodge Healthcare Center	1112 Smith Drive	Alvin	TX	77511	February 2005 - October 2013
Woodwind Lakes Health and Rehabilitation Center	7215 Windfern Road	Houston	TX	77040	February 2005 - October 2013
Ashland Health and Rehabilitation Center	1319 Beaser Avenue	Ashland	WI	54806	February 2005 - October 2013
Grande Prairie Health and Rehabilitation Center	10330 Prairie Ridge Blvd.	Pleasant Prairie	WI	53158	February 2005 - October 2013
Park Manor Healthcare Center (closed 11/30/06)	1824 E. Park Place	Milwaukee	WI	53211	December 2004 - November 2006
Southpointe Healthcare Center	4500 W. Loomis Road	Milwaukee	WI	53220	February 2005 - October 2013
Virginia Highlands Health and Rehabilitation Center	W173N10915 Bernies Way	Germantown	WI	55022	February 2005 - October 2013
Huntington Health and Rehabilitation Center (fka Mariner Health Care of Huntington)	1720 17th Street	Huntington	WV	25701	February 2005 - October 2013
Cheyenne Healthcare Center	2700 East 12th Street	Cheyenne	WY	82001	February 2005 - October 2013
Poplar Living Center	4305 South Poplar	Casper	WY	82601	February 2005 - October 2013
Sheridan Manor	1851 Big Horn Avenue	Sheridan	WY	82801	February 2005 - October 2013

Exhibit 23

Sanction Documentation

Unfortunately, the Medicare and Medicaid provider agreements at THI of Kansas at Highland Park, LLC d/b/a Topeka Community Healthcare Center (“the “Topeka Facility”) were terminated as of August 12, 2013. Please see below for a description.

In September of 2010, the Facility was placed on the Centers for Medicare and Medicaid Services (“CMS”) Special Focus Facility (“SFF”) list based on an inconsistent survey history. This action was taken by the CMS Kansas City Regional Office. In February 2011, the Facility had an annual survey with results that qualified as the first survey of two qualifying surveys sufficient to be removed from the SFF list. In August 2011, the Facility had the second biannual standard survey as required by the SFF process. The survey had no clinical citations, no citations at the “G”, i.e. “harm” level and no potential for harm citations but was cited for an issue at an “F” level. The Facility disputed the deficiency seeking informal dispute resolution (“IDR”) but the citation remained. This citation meant the cycle for removal from the SFF list had to start over for two surveys with results that qualified to cause the Facility to be removed from the SFF list.

In February of 2012, the Facility again had a standard survey that qualified it as the first of two surveys that would enable the facility to be removed from the SFF list. In June of 2012, the Facility had a complaint survey resulting in a “G” level citation which was sustained after an IDR. In November of 2012, the Facility again had a standard survey that would, if followed by a second qualifying standard survey, would have resulted in removal from the SFF list. In May of 2013, the Facility had a standard survey that resulted in an immediate jeopardy (“IJ”) citation from a self-reported incident. The IJ deficiency was abated prior to the exit conference at the end of the survey, at which the citation was lowered to a “G” level deficiency. The agency surveyor on site indicated that the Facility had followed policy and completed all necessary training; however the surveyor’s supervisor concluded that it was an IJ citation. Since an IDR did not result in removal of the citation, the deficiency remained. A June, 2013 survey identified a single “G” level deficiency.

Notwithstanding ongoing, significant investments of staff and resources and that the Topeka Facility was able to achieve survey result that, if sustained, would have resulted in removal from the SFF list, under the SFF process CMS applies nationally, the Topeka Facility’s Medicare and Medicaid provider agreements were terminated. As a related consequence, an agreement was reached with the state licensing agency, the Kansas Department for Aging and Disability Services to relinquish the corresponding state license.

We wish to stress that facilities that contract with Fundamental Administrative Services, LLC or Fundamental Clinical and Operational Services, LLC are provided with substantial consulting and other support. They routinely demonstrate an ability to provide all required care and services in compliance with applicable requirements, including responding successfully to any cited deficiencies. No other facilities that contract with Fundamental Administrative Services, LLC or Fundamental Clinical and Operational Services, LLC have been terminated by the Medicare or Medicaid programs.

Exhibit 24
Revised Chart 1

Chart 1. Project Construction Characteristics and Costs

Chart 1. Project Construction Characteristics and Costs		
Base Building Characteristics	Complete if Applicable	
	New Construction	Renovation
Class of Construction		
Class A		
Class B		
Class C		
Class D		
Type of Construction/Renovation		
Low		
Average		
Good		
Excellent		
Number of Stories		
Total Square Footage	66,272	
Basement		
First Floor	66,272	
Second Floor		
Third Floor		
Fourth Floor		
Perimeter in Linear Feet		
Basement		
First Floor	2,623	
Second Floor		
Third Floor		
Fourth Floor		
Wall Height (floor to eaves)		
Basement		
First Floor	10	
Second Floor		
Third Floor		
Fourth Floor		
Elevators		
Type <i>Passenger</i>		
<i>Freight</i>		

Number		
Sprinklers (Wet or Dry System)	Wet in facility. Dry in porte-cocheres	
Type of HVAC System	Resident Rooms (and some appropriate perimeter spaces) will have through-wall PTACs. Corridors, activity areas, and most other spaces will have split-systems.	
Type of Exterior Walls	Wood or Metal studs with a combination of brick veneer and vinyl siding.	

Chart 1. Project Construction Characteristics and Costs (cont.)

	Costs	Costs
Site Preparation Costs (Total)	1,450,000	\$
Normal Site Preparation*	760,000	
Demolition		
Storm Drains	185,000	
Rough Grading	125,000	
Hillside Foundation		
Terracing		
Pilings		
Offsite Costs (Site Costs)		\$
Roads	100,000	
Utilities		
Jurisdictional Hook-up Fees	10,000	
Signs (Site Costs)	20,000	\$
Landscaping (Site Costs)	250,000	\$
Porte-cocheres (Building-3 of them)	125,000	

Exhibit 25
Revised MVS Analysis

BHNRC's Project Costs are Reasonable.

As shown below, the cost per square foot for new construction in this project is consistent with the MVS benchmark for Convalescent Hospitals.

I. Marshall Valuation Service Valuation Benchmark

Type	Convalescent Hospital
Construction Quality/Class	D/Good
Stories	1
Perimeter	2,623
Height of Ceiling Square Feet	10.00 66,272
f.1 Average floor Area	66,272
A. Base Costs	
Basic Structure	171.7
Elimination of HVAC cost for adjustment	0
HVAC Add-on for Mild Climate	0
HVAC Add-on for Extreme Climate	0
Total Base Cost	\$171.70
B. Additions	
Elevator (If not in base)	\$0.00
Other	\$0.00
Subtotal	\$0.00
Total	\$171.70
C. Multipliers	
Perimeter Multiplier	0.948162336
Product	162.7994731
Height Multiplier (plus/minus from 12')	0.953
Product	\$155.15
Multi-story Multiplier (0.5%/story above 3)	1

Product		\$155.15
D. Sprinklers		
Sprinkler Amount		2.88
Subtotal		\$158.02
E. Update/Location Multipliers		
Update Multiplier	1.01	13-Dec
Product		\$159.60
Location Multiplier	1.04	13-Oct
Product		\$165.99
Final Square Foot Cost Benchmark		\$165.99

II. Cost of New Construction

II. The Project

A. Base Calculations	Actual	Per Sq. Foot
New Construction	\$9,450,000	\$142.59
Fixed Equipment	In Building	
Site Preparation	\$1,450,000	\$21.88
Architectural Fees	\$380,000	\$5.73
Capitalized Construction Interest + Loan Placement Fee	\$459,549	\$6.93
Permits	\$30,000	\$0.45
Subtotal	\$11,769,549	\$177.59

However, there are costs that are not included in the MVS benchmark that have to be deducted from the \$11,769,549.

B. Extraordinary Cost Adjustments	Project Costs	Associated A&E Fees	Associated Cap Interest	Total	
Storm Drains	\$185,000	\$6,450		\$191,450	Site
Rough Grading	\$125,000	\$4,358		\$129,358	Site
Demolition/Deforestation		\$0		\$0	
Site Improvements		\$0		\$0	Site
Landscaping	\$250,000	\$8,716		\$258,716	Site
Roads	\$100,000	\$3,486		\$103,486	Site
Utilities		\$0		\$0	
Jurisdictional Hook-up Fees	\$10,000	\$349		\$10,349	Permits

Signs	\$20,000	\$697		\$20,697	Site
Canopy	\$125,000.00	\$4,358	\$5,079	\$134,437	Building
Total Cost Adjustments	\$815,000	\$28,413	\$5,079	\$848,492	
Per Square Foot				\$12.80	

C. Adjusted Project Cost \$10,921,057
Per square foot \$164.79

III. Comparison

A. Adjusted Project Cost/Sq. Ft. \$164.79
B. Marshall Valuation Service Benchmark \$165.99

The project is consistent with the MVS benchmark.

M&S Method for Interpolating Area and Perimeter Factor

To use this, substitute the perimeter and average floor area measures that apply. Then substitute the M&S multipliers from the table on page 15-37 for the sizes just above and below the actual measures.

Perimeter		Below	Actual	Above	Calculated:	Below	Actual	Above
Area		1,200	1,312	1,400		1,200	1,312	1,400
Below	30,000	0.949		0.965	Below	0.949		0.965
Actual	33,136				Actual	0.939592	0.9481623	0.9549648
Above	35,000	0.934		0.949	Above	0.934		0.949

Area Interpolation

1	0.949	-	0.934	=	0.015
2	33136	-	30000	=	3136
3	35000	-	30000	=	5000
4	3136	/	5000	=	0.6272
5	0.015	*	0.6272	=	0.009408
6	0.949	-	0.009408	=	0.939592
7	0.965	-	0.949	=	0.016
8	0.016	*	0.6272	=	0.0100352
9	0.965	-	0.0100352	=	0.9549648

Perimeter Interpolation

10	1400	-	1200	=	200
11	1311.5	-	1200	=	111.5
12	111.5	/	200	=	0.5575
13	0.9549648	-	0.939592	=	0.0153728
14	0.0153728	*	0.5575	=	0.0085703
15	0.939592	+	0.0085703	=	0.9481623

	Perimeter	Area
1	2,623	66,272
2		0.04
Total	2,623	66,272
Avg	2,623	66,272
1/2	1,311.5	33,136
	Height	
1	10	662720
2		0

662720

Wall Height Interpolation

10.00 0.953

11 0.977

10.00 0.953

12 1

1	0.977	-	1	=	-0.023
2	10	-	11	=	-1
3	12	-	11	=	1
4	-1	/	1	=	-1
5	-0.023	*	-1	=	0.023
6	0.977	-	0.023	=	0.953

Capitalized Construction Allocation

	New	Renovation	Total		
Building Cost	\$ 9,450,000				
Subtotal Cost	\$11,310,000		\$11,310,000	Cap	Fin Fees
Cap Interest	\$ 550,000			\$400,000	\$150,000
Building/Subtotal	83.6%				
Building Cap Interest	\$ 459,549			Sprinkler	Interpolation
				50,000	3
				66,272	2.8763328
				75,000	2.81
1	3	-	2.81	=	0.19
2	66,272	-	50000	=	16272
3	75000	-	50000	=	25000
4	16272	/	25000	=	0.65088
5	0.19	*	0.65088	=	0.123667
6	3	-	0.1236672	=	2.8763328

Exhibit 26
Letters of Support



January 7, 2014

Mr. Kevin McDonald
Chief, Certificate of Need
State of Maryland
Maryland Healthcare Commission
4160 Patterson Avenue
Baltimore, MD 21215

Dear Mr. McDonald,

For many years, RehabCare has had the distinct pleasure of working in partnership with Fundamental Administrative Services, LLC ("FAS") and Fundamental Clinical and Operational Services, LLC ("FCOS") in providing rehabilitation services in various skilled nursing and hospital settings across the country. During those years, we have known FAS/FCOS frontline and leadership staff to possess and demonstrate only the highest levels of professionalism and competence in the discharge of individual duties and provision of services at an organizational level. FAS/FCOS's clear sense of mission and purpose always extends far above and beyond what is expected as they continuously strive to be the provider of choice in the post-acute setting as well as a community leader for health and wellness. FAS/FCOS has earned our deepest respect by exhibiting the utmost commitment to their employees, compassion for their patients/residents and dedication to the communities they serve.

FAS/FCOS would be an addition to any community served not only because of their dedication to the healthcare needs of their patients/residents but also because their sense of duty and contribution to a given community transcends what is normally expected of a healthcare organization. FAS/FCOS's ability to build and maintain strong and trusting relationships with community partners not only earns them a favorable reputation in communities they serve but also creates goodwill and a collaborative spirit among other community providers, caregivers and regulators.

RehabCare holds FAS/FCOS in the highest esteem and sincerely recommends them as an ideal provider for any community seeking to establish a relationship with a trusted, dedicated and forward thinking provider of post-acute skilled nursing services.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Lingor".

Gail Lingor
Sr. Vice President



January 6, 2014

Mr. Kevin McDonald
Chief, Certificate of Need
State of Maryland
Maryland Healthcare Commission
4160 Patterson Avenue
Baltimore, MD 21215

Dear Mr. McDonald,

I am writing to express my strong support for the Certificate of Need ("CON") application filed by St. Mary's Long Term Care, LLC to develop a 140 bed comprehensive care facility in St. Mary's County. I have lived and worked in St. Mary's County for many years and have been a witness to the continued growth in St. Mary's County in both my personal and professional life. I believe this facility will help meet the needs of St. Mary's County residents by providing high quality services in a home-like environment. In addition, the facility will provide many jobs to the local community.

I am happy to support this project and hope that the Commission approves the CON application submitted by St. Mary's Long Term Care, LLC.

Very truly yours,

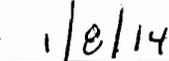
A handwritten signature in black ink, appearing to read "W. Davis", is written over a circular stamp or seal.

Wayne M. Davis
President
Wayne M. Davis, Inc.

Exhibit 27
Affirmations

I hereby declare and affirm under the penalties of perjury that the facts stated in this Completeness and Additional Information response are true and correct to the best of my knowledge, information, and belief.


Signature


Date

I hereby declare and affirm under the penalties of perjury that the facts stated in this Completeness and Additional Information response are true and correct to the best of my knowledge, information, and belief.

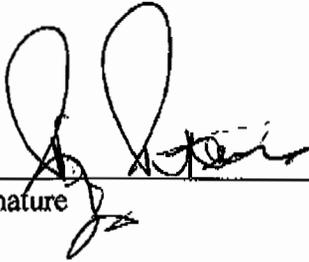
A handwritten signature in black ink, appearing to be "A. M. i", written over a horizontal line.

Signature

A handwritten date "1-8-2014" in black ink, written over a horizontal line.

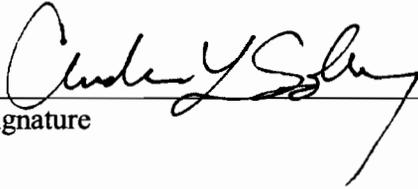
Date

I hereby declare and affirm under the penalties of perjury that the facts stated in this Completeness and Additional Information response are true and correct to the best of my knowledge, information, and belief.


Signature

01/08/14
Date

I hereby declare and affirm under the penalties of perjury that the facts stated in this Completeness and Additional Information response are true and correct to the best of my knowledge, information, and belief.



Signature

1/8/14

Date