

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:)	CHAPTER 11
)	
LAVIE CARE CENTERS, LLC, <i>et al.</i> , ¹)	CASE NO. 24-55507-pmb
)	
Debtors.)	JOINTLY ADMINISTERED
_____)	
)	
FC ENCORE PERRY, LLC,)	
)	
Plaintiff,)	
v.)	Adv. Pro. No. 25-_____
)	
SHAMIKIA FLOWERS,)	
)	
Defendant.)	
_____)	

COMPLAINT

FC Encore Perry, LLC (“FCE”), a Released Party² under the Plan and the Confirmation Order (as defined herein) in the above-captioned Chapter 11 cases (the “**Chapter 11 Cases**”), hereby files this adversary complaint (the “**Complaint**”) pursuant to Rule 7001 of the Federal Rules of Bankruptcy Procedure against Defendant Shamikia Flowers (“**Flowers**”). As the basis for the Complaint, FCE states as follows:

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

² All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in *Debtors’ Modified Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization*, filed on December 4, 2024 [Dkt. No. 730] (the “**Plan**”).



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NATURE OF THE ACTION

1. Through these Chapter 11 Cases, the above-captioned Debtors (the “**Debtors**”) sought to maximize the value of their estates through various restructuring efforts that ultimately resulted in the confirmed Plan. One critical component of the Plan was the granting of broad releases to certain third parties, including FCE, who along with its affiliates provided substantial value to the Debtors’ estates as part of the Plan process. Such releases bound both the Debtors and consenting third parties, such as Flowers, who did not affirmatively elect to opt out of the Plan releases.

2. FCE now brings this action to stop Flowers from continuing to prosecute claims against FCE that have been released under the Plan. Accordingly, FCE respectfully requests that this Court:

- (a) enjoin the Flowers action under Bankruptcy Code Section 105 and the terms of the confirmed Plan, as applicable to FCE;
- (b) declare that FCE is released from any and all claims asserted or which could have been asserted by, Flowers in the Flowers state court action; and
- (c) award all such other and further relief, at law or in equity, that this Court deems just and proper.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Court may enter a final order consistent with Article III of the United States Constitution. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. In addition, this Court has jurisdiction under the express terms of Art. XI(A)(2), (7), (13), and/or (19) of the Plan, among other terms, as well as under Sections MM, OO and PP of those certain *Findings of Fact, Conclusions of Law, and Order Approving on Final Basis and Confirming Debtors’ Modified Second Amended Combined Disclosure Statement and Joint*

Chapter 11 Plan of Reorganization, entered on December 5, 2024 (the “**Confirmation Order**”) [Dkt. 735], pp. 31-34.

4. The legal predicates for the relief requested herein are Sections 105(a) of Title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 7001(7), 7007 and 7065 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rule 7007-1 of the Local Rules of Practice for the United States Bankruptcy Court for the Northern District of Georgia (the “**Local Rules**”), and the Second Amended and Restated General Order 26-2019, Procedures for Complex Chapter 11 Cases, dated February 6, 2023 (the “**Complex Case Procedures**”).

PARTIES

5. FCE is a Delaware limited liability company with its principal place of business located at 303 International Circle, Suite 200, Hunt Valley, Maryland 21030.

6. Defendant Flowers is an individual Florida resident residing in Taylor County, Florida, and may be served via her retained counsel in the State Court Action (as defined below).

FACTUAL BACKGROUND

I. The Chapter 11 Cases

7. On June 2, 2024 (the “**Petition Date**”), each of the Debtors commenced a case by filing a petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the “**Court**”).

8. On June 13, 2024, the Office of the United States Trustee for Region 21, Atlanta Division (the “**U.S. Trustee**”) appointed an official committee of unsecured creditors (the “**Committee**”). *See* Docket No. 112. To date, no chapter 11 trustee or examiner has been appointed in the Chapter 11 Cases. Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors’ business operations, capital structure, financial

condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the *Declaration of M. Benjamin Jones in Support of Chapter 11 Petitions and First Day Pleadings* [Docket No. 17].

9. On December 5, 2024, the Court entered the Confirmation Order confirming the Plan. The Plan's Effective Date occurred on June 1, 2025. *See* Dkt. No. 1016.

II. The Flowers Action

10. Flowers is the Plaintiff in Florida state court action styled, *Shamikia Flowers v. FC Encore Perry, LLC and Marshall Drive OpCo LLC*, Case No. 23-cv-000215 CAC (the “**State Court Action**”), pending in the Circuit Court of the Third Judicial Circuit in and for Taylor County, Florida (the “**State Court**”), against FCE and Marshall Drive OpCo LLC for damages allegedly sustained as a result of a fall. At all times relevant to the claims asserted in the State Court Action, FCE, as landlord, leased the subject facility to Debtor Alpha Health Care Properties, LLC (“**Tenant Debtor**”), which in turned subleased the subject facility to Perry Facility Operations, LLC (the “**OpCo Debtor**”) and, as such, Tenant Debtor and OpCo Debtor were in complete possession and control of the property in question.

11. Under the terms of that certain Amended and Restated Consolidated Master Lease, dated March 25, 2022, by and between, among others, FCE and Tenant Debtor (as may have been subsequently amended from time to time, the “**Master Lease**”), Tenant Debtor was obligated to indemnify FCE with respect to, among other things, “(a) any accident, injury to or death of persons or loss or damage to property occurring on or about the Facilities or adjoining sidewalks during the Operations Period . . . (b) any use, misuse, non-use, condition, maintenance or repair by Tenant, any Subtenant and their Affiliates of the Facilities . . . (e) the management and operation of the Facilities during the Operations Period” In addition, pursuant to the terms of that certain

Guaranty executed by, among others, Debtor LaVie Care Centers, LLC (“**LaVie**”), Genoa Healthcare Group, LLC (“**Genoa**”), Florida Health Properties, LLC (“**FHP**”), Centennial Healthcare Properties, LLC (“**CHP**”), and LV Operations II, LLC (“**LV Operations**”), dated February 10, 2017 (the “**Parent Guaranty**”), Debtors LaVie, Genoa, FHP, CHP and LV Operations guaranteed all of the obligations of Tenant Debtor to FCE under the terms of the Master Lease, including the indemnity obligations described above. Similarly, pursuant to the terms of that certain Joinder Agreement and Amendment to Transaction Documents executed by, among others, OpCo Debtor, dated December 1, 2021 (the “**Subtenant Guaranty**”), Opco Debtor and other Debtor Subtenants named therein (the “**Debtor Subtenants**”) guaranteed all of the obligations of Tenant Debtor to FCE under the terms of the Master Lease, including the indemnity obligations.³ Accordingly, each of the Debtor Subtenants, including OpCo Debtor, owed the same indemnity obligations to FCE as does Tenant Debtor. All of the aforementioned indemnities and guarantees survived the termination of the Master Lease as to the subject facility.

12. Because each of Tenant Debtor, Debtor LaVie, Debtor Genoa, Debtor FHP, Debtor CHP, Debtor LV Operations, OpCo Debtor and Debtor Subtenants (collectively, the “**FCE Debtor Indemnitors**”) owe broad indemnification obligations to FCE, meaning that the FCE Debtor Indemnitors are the “real party defendants” in the State Court Action and any judgment against FCE will effectively be a judgment against the FCE Debtor Indemnitors, further meriting an injunction.

³ FCE has not attached copies of the Master Lease, as amended, the Parent Guaranty and the Subtenant Guaranty, because such documents are voluminous and potentially confidential. However, copies will be made available to counsel for Flowers upon request or as presented to the Court at any hearing in this matter.

III. The Plan and Voting Process

13. On July 1, 2024, bankruptcy counsel for the Debtors filed, and subsequently sent to all creditors, including Flowers, by and through her counsel of record, a Bar Date Notice. *See Debtors' Motion for Entry of an Order (I) Establishing Bar Dates for Filing Claims Against the Debtors; and (II) Granting Related Relief* [Dkt. 216]. Then, on October 1, 2024, bankruptcy counsel for the Debtors filed, and subsequently sent to all creditors, including Flowers, by and through her counsel, among other things, the plan confirmation hearing notice, which included conspicuous disclaimers concerning the release of non-debtor third-party claims such as those brought in the State Court Action, as well as reminders to thoroughly read and study the entire Plan. *See Notice of (I) Combined Hearing with Respect to the Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization and (II) Related Objection Deadline* [Dkt. 483].

14. Flowers did not submit a ballot voting to reject the Plan or opting out of the Plan's third-party release provision as required by the Plan. Specifically, as demonstrated by the claims agent's declaration in this case, which identified all of the ballots received in voting on the Plan, Flowers never returned a ballot. *See Declaration of Jennifer Westwood, on Behalf of Kurtzman Carson Consultants LLC D/B/A Verita Global Regarding Solicitation and Tabulation of Ballots Cast on Debtors' Second Amended Combined Disclosure Statement and Joint Chapter 11 Plan of Reorganization*, filed on November 8, 2024 [Dkt. 647]. Further, Flowers did not object to the Plan or otherwise attempt to opt out of the third-party release provisions.

15. By electronic correspondence, dated February 21, 2025 (the "**February 21 Correspondence**"), Flowers' counsel in the State Court Action was informed of the need for Flowers to demonstrate, upon the Effective Date of the Plan, in this Court why her claim(s) against

FCE had not been released by virtue of the Plan and Confirmation Order. A true and correct copy of the February 21 Correspondence is attached to the Declaration of Antonio A. Cifuentes, which is attached hereto as Exhibit A. Neither Flowers nor her counsel responded to the February 21 Correspondence. *See* Declaration of Antonio A. Cifuentes, ¶¶ 3, 4.

IV. The Effect of the Plan

16. The Plan, as confirmed by the Confirmation Order, provides for the release of claims against non-debtors third parties, including FCE. Flowers' claim(s) against FCE was released upon the Effective Date of the Plan pursuant to the "Third-Party Releases" contained in Article X(D)(2) of the Plan.

17. FCE is a Released Party under the Plan, as the term "Released Parties" includes "Omega." Plan, Article II (A), § 1.243. The term "Omega" includes the "Omega Landlords." *Id.*, § 1.170. The Omega Landlords are defined as "the indirect affiliates and subsidiaries of Omega Healthcare Investors, Inc. identified as the landlords of the Omega Facilities under the Omega Master Lease." *Id.*, § 1.176. FCE is identified as an Omega Landlord in the Omega Master Lease. A genuine, true and correct copy of relevant portions of the Omega Master Lease are attached hereto as Exhibit B.

18. Flowers is a Releasing Party under the Plan, as she is the Holder of a Claim who abstained from voting, and did not opt out of the consensual release. *See* Plan, Article II(A), § 1.240.

19. Flowers was on notice of these bankruptcy proceedings by virtue of her counsel's receipt of bankruptcy pleadings and notices, including notice of filing of the Plan. *See supra*, ¶ 13, 14. As such, Flowers was on notice of the Plan and was fully aware of all matters related to this proceeding, including the terms of the Plan and the non-debtor third-party releases contained

therein. Specifically, on October 1, 2024, counsel for the Debtors filed a plan confirmation hearing notice which included conspicuous disclaimers regarding the release of third-party claims such as those brought in the State Court Action, as well as reminders to thoroughly read and study the Plan. *Id.* Such notice was served upon Flowers' counsel of record in the State Court Action.

20. The Plan provided that Flowers could “opt out” of the release provisions of the Plan but required that she had to affirmatively indicate that choice in a ballot submitted to Kurtzman Carson Consultants LLC d/b/a Verita Global. *See Memorandum Decision on Opt Out Third-Party Releases Included in Debtors' Joint Second Amended Plan of Reorganization* [Dkt. 736], pp. 21-32. Flowers never responded with a ballot expressly opting out of the non-debtor third-party releases. *See* Dkt. 647; *supra*, ¶ 15. Nor did Flowers respond with an opt-out election, objection, or response of any kind.

21. The Confirmation Order approving the Plan provides that this Court retains jurisdiction to “determine whether any claim or Cause of Action to be asserted in any forum against a Released Party . . . was released under the Plan or this Confirmation Order, and any party intending to file any such claim or Cause of Action, or to pursue any such claim or Cause of Action already filed, against a Released Party . . . shall first obtain an order of this Court determining that such claim or Cause of Action was not released under the Plan or this Confirmation Order.” *See* Confirmation Order [Dkt. 735], pp. 33-34, Section PP.

22. Accordingly, Flowers may not pursue her claim(s) against FCE unless she first obtains an order from this Court determining that her claim(s) against FCE is/are not released under the Plan or the Confirmation Order.

COUNT ONE

(Injunction Pursuant to Bankruptcy Code Section 105)

23. The allegations set forth above are incorporated herein by reference.

24. Bankruptcy Code Section 105(a) permits a bankruptcy court to issue any order “necessary or appropriate” to assure the administration of the debtor’s bankruptcy estate, including issuing injunctions to enjoin actions against non-debtors. *See* 11 U.S.C. § 105(a).

25. Further, the Plan provides that Flowers is enjoined from pursuing any released claims against FCE. *See* Plan, Article X(F).

26. FCE has shown (a) a reasonable likelihood of success on the merits; (b) a danger of imminent, irreparable harm to FCE in the absence of an injunction; (c) that the balance of equities tips in favor of FCE as opposed to Flowers who would be restrained from pursuing claims that have been released; and (d) the public interest in a successful bankruptcy reorganization outweighs other competing societal interests.

27. An injunction is necessary to prevent irreparable harm to FCE because the continued prosecution of the claims and causes of action at issue that have been released would (i) risk cost and expense to FCE for the pursuit of what are ultimately futile claims; and (ii) could force the participation of the FCE Debtor Indemnitors in order to ensure that its interests are adequately protected, thereby causing harm to the Debtors’ estates.

28. With respect to the third factor, in contrast to the immediate and irreparable harm FCE would face if injunctive relief were denied, the only potential harm faced by Flowers is a prohibition to continue prosecuting claims that have been released against FCE.

29. As to the fourth and final factor, public interest favors an injunction, which would preserve the results of a confirmed plan of reorganization which was heavily negotiated and litigated.

30. Accordingly, an injunction barring Flowers from prosecuting the claims and causes of action enumerated in the State Court Action against FCE is appropriate and essential to the orderly and effective administration of the Chapter 11 Cases.

COUNT TWO

(Declaratory Relief)

31. The allegations set forth above are incorporated herein by reference.

32. Fed. R. Bankr. P. 7001 authorizes the Court to enter a declaratory judgment for any matter addressed by an adversary proceeding.

33. Consistent with the terms of the confirmed and effective Plan, FCE is entitled to a declaration that FCE is released from any claims asserted, or which could have been asserted, by Flowers in the State Court Action.

PRAYER FOR RELIEF

WHEREFORE, FCE respectfully requests that this Court enter a judgment:

- (a) entering a permanent injunction against Flowers' pursuit of her claims against FCE that were released upon the Effective Date;
- (b) entering a declaratory judgment that FCE is released from any claims asserted, or which could have been asserted, by Flowers in the State Court Action; and
- (c) awarding all such other and further relief, at law or in equity, that this Court deems just and proper.

This 25th day of August, 2025.

SCROGGINS, WILLIAMSON & RAY, P.C.

By: /s/ Matthew W. Levin

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Counsel to FC Encore Perry, LLC

EXHIBIT A

Declaration of Antonio A. Cifuentes

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:)	CHAPTER 11
)	
LAVIE CARE CENTERS, LLC, <i>et al.</i> , ¹)	CASE NO. 24-55507-pmb
)	
Debtors.)	JOINTLY ADMINISTERED
_____)	
)	
FC ENCORE PERRY, LLC,)	
)	
Plaintiff,)	
v.)	Adv. Pro. No. 25-_____
)	
SHAMIKIA FLOWERS,)	
)	
Defendant.)	
_____)	

DECLARATION OF ANTONIO A. CIFUENTES

I, ANTONIO A. CIFUENTES, hereby declare under penalty of perjury that the following is true to the best of my knowledge, information, and belief:

1. I am employed as an attorney by the law firm of Dias & Associates, P.A.
2. I am counsel for FC Encore Perry, LLC in the matter of Shamikia Flowers v. FC Encore Perry, LLC and Marshall Drive Opco, LLC, Case No. 23-CA-000215, filed in the Circuit Court for the Third Judicial Circuit for Taylor County, Florida (the “Taylor County Case”).

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

3. On February 21, 2025, I sent correspondence attached hereto as Attachment 1 to Angela H. Rogers, Plaintiff's counsel in the Taylor County Case, informing her of the Confirmation Order entered on December 5, 2024 in the above-captioned bankruptcy case and the presumption granted therein that FC Encore Perry, LLC had been released. I demanded she inform me whether she would obtain an order from this Court that Plaintiff's claim had not been released and Plaintiff could continue to prosecute it in the Taylor County Case, as required by the Confirmation Order entered in the bankruptcy case. I demanded a response by February 25, 2025.
4. I did not receive a response from Ms. Rogers by the 5 p.m. deadline on February 23, 2025.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated this ^{25th} ____ day of August, 2025



ANTONIO A. CIFUENTES

ATTACHMENT 1

Letter to Angela Rodgers

Dias & Associates, P.A.

Attorneys at Law

February 21, 2025

VIA EMAIL

Angela H. Rodgers, Esq.

Morgan & Morgan

104 N. Main Street

Suite 500

Gainesville, FL 32601

arodgers@forthepeople.com

Jonas Morgan Jonas.morgan@forthepeople.com

Dessa Oliveira McDowell o.oliveiramcdowell@forthepeople.com

RE: CASE #: 23-CA-000215

Shamikia Flowers v. FC Encore Perry, LLC and Marshall Drive Opco, LLC

Dear Ms. Rodgers:

On January 24, 2025, you filed a Notice That Case Is at Issue and Request to Set for Trial in the above referenced case. I am writing because your request of this Court to set this matter for trial against Defendant FC Encore Perry, LLC ("FCE") is in violation of a December 5, 2024 Order (the "Order") from the Bankruptcy Court for the Northern District of Georgia ("Bankruptcy Court") in Case No. 24-55507 and certain provisions that may require you to obtain its approval in order to proceed with this case.

The Order is relevant to this matter because the tenant (Alpha Health Care Properties, LLC ("Alpha")) and subtenant/licensed operator (Perry Facility Operations, LLC ("Perry")) of the nursing home at which your client allegedly fell on November 19, 2022, had exclusive possession and control of same nursing home. I have made you aware of that you named the wrong licensed operator as a defendant (Marshall Drive Opco, LLC was not the licensed operator as of November 19, 2022) in communications I have had with you and through filings in the case. This fact could also be confirmed through website inquiries at the Florida Agency for Health Care Administration and the Centers for Medicare and Medicaid Services.

On June 2, 2024, Alpha and Perry filed their Voluntary Bankruptcy Petitions in the Bankruptcy Court. The Order was subsequently issued and approved the Debtors' Amended Plan of Reorganization (the "Plan") The Plan provides for releases of claims against non-debtor third parties that includes a release of your client's claim against FCE upon the effective date of the Plan.

Specifically, FCE is a Released Party under the Plan, as the term "Released Parties" includes "Omega." Plan, Article II (A), § 1.243. The term "Omega" includes the "Omega Landlords" Id., § 1.176. FCE is a landlord under the Omega Master Lease.

The Plan also provides that claimants could "opt out" of the third-party release provisions depending on whether they first filed a Proof of Claim and then submitted a ballot opting out of those provisions. You were sent a claims packet on July 1, 2024, which included, among other materials, an Order Establishing Bar Dates for Filing

Angela H. Rodgers, Esq
February 21, 2025

Page 2 of 2

Claims Against the Debtors [Dkt. 216]. You also received a Notice of Combined Hearing on the Debtor's Reorganization Plan [Dkt. 483]. It is my understanding that your client did not file a Proof of Claim or any ballot opting out of the third-party release.

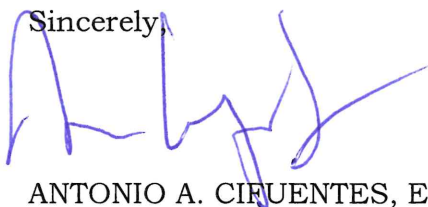
The Order provides that, upon the Effective Date (as defined in the Plan), a claimant like your client, who failed to return a ballot in respect of the Plan or did not "opt out" of the non-debtor third party release, is presumed to have released her claim unless she first obtains an order of the Bankruptcy Court that such claim was not released by the Order. Specifically, the Order provides that the Bankruptcy Court retains jurisdiction to "determine whether any claim or Cause of Action to be asserted in any forum against a Released Party... was released under the Plan or this Confirmation Order, and any party intending to file any such claim or Cause of Action, or to pursue any such claim or Cause of Action already filed, against a Released Party...shall first obtain an order of this Court determining that such claim or Cause of Action was not released under the Plan or this Confirmation Order. (See pp. 33-34, Section PP of Order Approving Plan). It is anticipated that the Effective Date will take place or occur on or before June 1, 2025.

Your client thus should not proceed against FCE in this action unless, on or after the Effective Date, you obtain the required order from the Bankruptcy Court allowing you to continue with Plaintiff's case. Demand is hereby made by FCE that your client immediately agree to a stay of the state court case against FCE until the Effective Date and your client obtains the required authorization from the Bankruptcy Court to continue with the case.

I've attached a copy of the Plan for your review. Please be aware I have also filed a Suggestion of Bankruptcy in this case to make this Court aware of its existence.

Please let me know in writing by 5 p.m. on February 25, 2025, if you intend to comply with FCE's demand set forth above. If I do not receive a response by that time, or if you indicate you do not intend to comply, FCE will pursue all remedies available in Bankruptcy Court in this action to protect its rights under the Plan in this action and in Bankruptcy.

Sincerely,



ANTONIO A. CIRUENTES, ESQ.

AC/ynp

EXHIBIT B

Relevant Portions of Omega Master Lease

AMENDED AND RESTATED CONSOLIDATED MASTER LEASE
(OHI – LaVie)

THE ENTITIES IDENTIFIED ON SCHEDULE 1 TO THIS LEASE,
As Landlord

AND

ALPHA HEALTH CARE PROPERTIES, LLC,
As Tenant

DATED: March 25, 2022

AMENDED AND RESTATED CONSOLIDATED MASTER LEASE
(OHI – LaVie)

THIS AMENDED AND RESTATED MASTER LEASE (“Lease”) is executed and delivered as of this 25th day of March, 2022 and is entered into by and among the entities identified on Schedule 1 to this Lease (collectively, “Landlord”), the address of which is 303 International Circle, Suite 200, Hunt Valley, MD 21030, and ALPHA HEALTH CARE PROPERTIES, LLC, a Florida limited liability company (“Tenant”), the address of which is c/o LaVie Care Centers, LLC, Consulate Health Care, 800 Concourse Parkway, Suite 200, Maitland, FL 32751.

RECITALS

The circumstances underlying the execution and delivery of this Lease are as follows:

A. Capitalized terms used and not otherwise defined herein have the respective meanings given them in ARTICLE II below.

B. Landlord has previously leased the Facilities to Tenant or its Affiliates pursuant to the Existing Lease.

C. Landlord and Tenant desire to amend and restate the Existing Lease as set forth in this Lease.

NOW, THEREFORE, Landlord and Tenant agree to amend and restate the Existing Lease as follows.

ARTICLE I

1.1 Lease. Upon and subject to the terms and conditions set forth in this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Leased Properties. The Leased Properties are leased subject to all covenants, conditions, restrictions, easements and other matters affecting the Leased Property, whether or not of record, including the Permitted Encumbrances and other matters which would be disclosed by an inspection or accurate survey of the Leased Properties. Landlord and Tenant hereby amend, restate and consolidate the Existing Leases in this Lease, such that the terms and conditions of this Lease shall govern in the place of the Existing Leases. The obligations of the entities comprising Tenant under this Lease are joint and several.

1.1.1 Subleases. On the Commencement Date, with the approval of Landlord, the Leased Properties are subleased to the Subtenants pursuant to the Subleases. Tenant hereby collaterally assigns the Subleases to Landlord. Each Subtenant has jointly and severally with the other Subtenants guaranteed the obligations of Tenant hereunder, and, to secure its guaranty, each Subtenant has granted Landlord a security interest in the Collateral. Tenant shall not amend or modify the terms of any Sublease without the prior written consent of Landlord, which Landlord may in its sole discretion grant, withhold or condition. Each Subtenant under a Sublease has agreed in the Sublease that it assumes and agrees to be bound by and perform each and every obligation of the Tenant under this Lease; provided, however, that obligations of a Subtenant related to the operation, maintenance and repair of a Facility are assumed under such Sublease only with respect to

successor as Landlord under this Lease; provided, however, that such successor in interest shall not (a) be bound by any payment of Rent for more than one (1) month in advance, except for any such advance payments as may be expressly required by this Lease; (b) be bound by any modification of this Lease made without the written consent of the Facility Mortgagee or successor in interest; (c) be liable for any act or omission of Landlord (provided, that nothing in this Section 19.2 shall release Landlord of any such liability); or (d) be subject to any offset or defense arising prior to the date such successor in interest acquired title to the Leased Properties. Upon request, Tenant shall execute and deliver an instrument or instruments confirming the attornment provided for herein.

19.3 Tenant's Certificate. Tenant shall, upon not less than ten (10) days prior Notice from Landlord, execute, acknowledge and deliver to Landlord Tenant's Certificate containing then-current facts. It is intended that any Tenant's Certificate delivered pursuant hereto may be relied upon by Landlord, any prospective tenant or purchaser of the Leased Properties, any mortgagee or prospective mortgagee and any other party who reasonably may rely on such statement. Tenant's failure to deliver the Tenant's Certificate within such time shall constitute an Event of Default.

19.4 Notice and Cure. If a Facility Mortgagee acquires title to one or more of the Leased Properties by way of foreclosure or deed in lieu of foreclosure, then commencing on the date the Facility Mortgagee acquires title, the Facility Mortgagee shall have thirty (30) days within which to cure any default by Landlord under this Lease existing on such date. If the defaults by Landlord are cured during such period, then this Lease shall remain in full force and effect and Tenant shall have no right to terminate this Lease so long as the Facility Mortgagee performs all of the Landlord's subsequent obligations under this Lease. The foregoing rights to cure a Landlord default shall be exercisable in the sole discretion of the Facility Mortgagee, and, the Facility Mortgagee shall have no obligation to cure any default by Landlord.

ARTICLE XX

20.1 Risk of Loss. During the Term, the risk of loss or of decrease in the enjoyment and beneficial use of the Leased Properties in consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, wars or otherwise, or in consequence of foreclosures, attachments, levies or executions (other than those caused by Landlord and those claiming from, through or under Landlord) is assumed by Tenant, and, in the absence of gross negligence, willful misconduct or material breach of this Lease by Landlord, Landlord in no event shall be answerable or accountable therefor nor shall any of the events mentioned in this Section entitle Tenant to any abatement of Rent.

ARTICLE XXI

21.1 Indemnification. Notwithstanding the existence of any insurance or self-insurance provided for in ARTICLE XIII, and without regard to the policy limits of any such insurance or self-insurance, Tenant shall protect, indemnify, save harmless and defend Landlord and any Facility Mortgagee, and the direct and indirect equity holders, principals, officers, directors and agents and employees of Landlord and of any Facility Mortgagee, from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without

limitation, reasonable attorneys' fees and expenses), to the extent permitted by law, imposed upon or incurred by or asserted against Landlord or any Facility Mortgagee by reason of: (a) any accident, injury to or death of persons or loss of or damage to property occurring on or about the Facilities or adjoining sidewalks during the Operations Period, including without limitation any claims of malpractice during the Operations Period; (b) any use, misuse, non-use, condition, maintenance or repair by Tenant, any Subtenant and their Affiliates of the Facilities; (c) the failure to pay during the Operations Period any Impositions; (d) any failure on the part of Tenant, any Subtenant and their Affiliates to perform or comply with any of the terms of this Lease and the other Transaction Documents; (e) the management and operation of the Facilities during the Operations Period; and (f) the nonperformance of any contractual obligation, express or implied, assumed or undertaken by Tenant or any party in privity with Tenant with respect to the Leased Properties or any business or other activity (other than any Pre-Existing Hazardous Substance or any Pre-Existing Environmental Condition) carried on with respect to the Leased Properties during the Operations Period or thereafter to the extent that any conduct by Tenant or any such person (or failure of such conduct thereby if the same should have been undertaken during such time of possession and leads to such damage or loss) causes such loss or claim. Any amounts that become payable by Tenant under this Section shall be paid within ten (10) days of the date of demand, and, if not timely paid, shall bear interest (to the extent permitted by law) at the Overdue Rate from the date of such determination to the date of payment. Nothing herein shall be construed as indemnifying either Landlord or any Facility Mortgagee against its own grossly negligent acts or omissions or willful misconduct.

21.2 Survival of Indemnification. Tenant's obligations and liability under this Article shall survive the expiration or any earlier termination of this Lease.

ARTICLE XXII

22.1 General Prohibition against Transfers. Tenant acknowledges that a significant inducement to Landlord to enter into this Lease with Tenant on the terms set forth herein is the combination of financial strength, experience, skill and reputation possessed by Tenant, the Subtenants and the Manager of the Facilities, the Person or Persons in Control of such entities on the date hereof, together with Tenant's assurance that Landlord shall have the unrestricted right to approve or disapprove any proposed Transfer. Therefore, there shall be no Transfer except as specifically permitted by this Lease or consented to in advance by Landlord in writing. Tenant agrees that Landlord shall have the right to withhold its consent to any proposed Transfer on the basis of Landlord's judgment as to the effect the proposed Transfer may have on the Facilities and the future performance of the obligations of the Tenant under this Lease, whether or not Tenant agrees with such judgment. Any attempted Transfer that is not specifically permitted by this Lease or consented to by Landlord in advance in writing shall be null and void and of no force and effect whatsoever. In the event of a Transfer, Landlord may collect Rent and other charges from the Transferee and apply the amounts collected to the Rent and other charges herein reserved, but no Transfer or collection of Rent and other charges shall be deemed to be a waiver of Landlord's rights to enforce Tenant's covenants or an acceptance of the Transferee as Tenant, or a release of the Tenant named herein from the performance of its covenants. Notwithstanding any Transfer, Tenant shall remain fully liable for the performance of all terms, covenants and provisions of this Lease. Any violation of this Lease by any Transferee shall be deemed to be a violation of this Lease by Tenant. Notwithstanding the foregoing, Landlord's consent shall not be required with

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(OHI – LaVie)

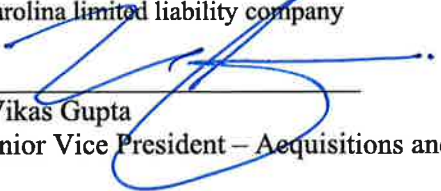
IN WITNESS WHEREOF, the parties have executed this Consolidated Master Lease by their duly authorized officers as of the date first above written.

CSE WOODFIN LP, a Delaware limited partnership
CSE LENOIR LP, a Delaware limited partnership
CSE ARDEN LP, a Delaware limited partnership
CSE KNIGHTDALE LP, a Delaware limited partnership

By: CSE North Carolina Holdings I LLC,
a Delaware limited liability company, its general
partner

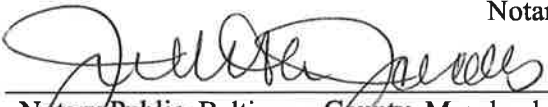
By: 
Name: Vikas Gupta
Title: Senior Vice President – Acquisitions and Development

CSE WALNUT COVE LLC
OHI ASSET (FL), LLC
CSE ORLANDO – PINAR TERRACE MANOR
LLC
OHI ASSET (VA) ASHLAND, LLC
OHI ASSET (VA) NORFOLK – 3900
LLEWELLYN, LLC
HAZLETON RE OWNER LLC
MIFFLIN RE OWNER LLC
POTTSVILLE RE OWNER LLC
SELINGSGROVE RE OWNER LLC
EVERETT RE OWNER LLC
FC ENCORE CORE PROPERTIES, LLC
FC ENCORE PROPERTIES B HOLDCO, LLC
Each a Delaware, Florida, Louisiana, Mississippi or
North Carolina limited liability company

By: 
Name: Vikas Gupta
Title: Senior Vice President – Acquisitions and Development

THE STATE OF MARYLAND)
COUNTY OF BALTIMORE)

This instrument was acknowledged before me on MARCH 15, 2022, by Vikas Gupta, the Senior Vice President – Acquisitions and Development of the above listed limited liability companies, on behalf of said limited liability companies.


Notary Public, Baltimore County, Maryland
My Commission Expires: MAY 12, 2024

Notary Public



JUDITH A. JACOBS
Notary Public, State of Maryland
County of Baltimore
My Commission Expires May 12, 2024

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TENANT:


Alpha Health Care Properties, LLC

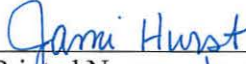
By: 

Name: Gregory Hayes

Title: Authorized Signatory

WITNESSES:


Printed Name: Kelsey Lanier


Printed Name: Jami Hurst

STATE OF Georgia)

COUNTY OF Fulton)

This instrument was acknowledged before me on March 16, 2022, by Gregory Hayes, Authorized Signatory for Alpha Health Care Properties, LLC, a Florida limited liability company, on behalf of said company

Notary Public






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RATIFICATION, AFFIRMATION AND JOINDER

The undersigned hereby (i) ratify and affirm their respective Guaranties, Pledge Agreements, Security Agreements, Subordination Agreements and other Transaction Documents, and acknowledge and agree that the performance of the Master Lease and obligations described therein are secured by their Guaranties, Pledge Agreements, Security Agreement, Subordination Agreement and other Transaction Documents on the same terms and conditions in effect prior to this Lease, and (ii) join in the release set forth in Section 35.16 of this Lease.

LV OPERATIONS II, LLC, a Delaware limited liability company
LAVIE CARE CENTERS, LLC, a Delaware limited liability company

By: 
Name: Tim Lehner
Title: Manager

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CENTENNIAL HEALTHCARE PROPERTIES, LLC, a Delaware limited liability company
FLORIDA HEALTH CARE PROPERTIES, LLC, a Florida limited liability company
GENOA HEALTHCARE GROUP, LLC, a Delaware limited liability company

By: 

Name: Gregory Hayes

Title: Authorized Signatory

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CAPITAL HEALTH CARE ASSOCIATE, LLC


By: 

Name: Daniel Dias


Title: Authorized Signatory

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2939 SOUTH HAVERHILL ROAD OPERATIONS, LLC
6414 13TH ROAD SOUTH OPERATIONS LLC
702 SOUTH KINGS AVENUE OPERATIONS, LLC
741 SOUTH BENEVA ROAD OPERATIONS, LLC
CATALINA GARDENS HEALTH CARE ASSOCIATES, LLC

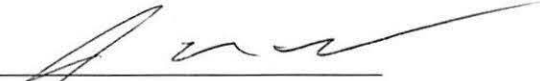
By: 
Name: Miriam Pastor
Title: Manager

NSPRMC, LLC, a Florida limited liability company


By: 
Name: Miriam Pastor
Title: Manager

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GREEN COVE FACILITY OPERATIONS, LLC
JACKSONVILLE FACILITY OPERATIONS, LLC
9311 SOUTH ORANGE BLOSSOM TRAIL OPERATIONS, LLC
NORTH FORT MYERS FACILITY OPERATIONS, LLC
ORANGE PARK FACILITY OPERATIONS, LLC


By: 
Name: Jared Elliott
Title: Manager

LIDENSKAB, LLC, a Florida limited liability company


By: 
Name: Jared Elliott
Title: Manager

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ASHLAND FACILITY OPERATIONS, LLC
CARY HEALTHCARE, LLC
EMERALD RIDGE HEALTHCARE, LLC
FRANKLINTON HEALTHCARE, LLC
GARDEN COURT HEALTHCARE, LLC
GATEWAY HEALTHCARE, LLC
KANNAPOLIS HEALTHCARE, LLC
LOCUST GROVE FACILITY OPERATIONS, LLC
LUTHER RIDGE FACILITY OPERATIONS, LLC
MANOR AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC
MCCOMB HEALTHCARE, LLC
NORFOLK FACILITY OPERATIONS, LLC
OAKS AT SWEETEN CREEK HEALTHCARE, LLC
PAVILION AT ST. LUKE VILLAGE FACILITY OPERATIONS, LLC
PENN VILLAGE FACILITY OPERATIONS, LLC
PENNKNOLL VILLAGE FACILITY OPERATIONS, LLC
WALNUT COVE HEALTHCARE, LLC
WELLINGTON HEALTHCARE, LLC
WESTWOOD HEALTHCARE, LLC
WILORA LAKE HEALTHCARE, LLC

By: 
Name: Jeron Walker
Title: Manager

CONSULATE MANAGEMENT COMPANY III, LLC, a Delaware limited liability company

By: 
Name: Jeron Walker
Title: Manager

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1820 SHORE DRIVE OPERATIONS, LLC
7950 LAKE UNDERHILL ROAD OPERATIONS, LLC
BRENTWOOD MEADOW HEALTH CARE ASSOCIATES, LLC
EDINBOROUGH SQUARE HEALTH CARE ASSOCIATES, LLC
PERRY FACILITY OPERATIONS, LLC
SAFETY HARBOR FACILITY OPERATIONS, LLC
ST. PETERSBURG FACILITY OPERATIONS, LLC
TALLAHASSEE FACILITY OPERATIONS, LLC

By: 

Name: John Silliter

Title: Manager

JOSERA, LLC, a Florida limited liability company

By: 

Name: John Silliter

Title: Manager