



**FILED**

MAY 25 2021

INSURANCE REGULATION  
Docketed by:           

OFFICE OF INSURANCE REGULATION

**DAVID ALTMAIER**  
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 281436-21-CO

Application for Indirect Acquisition of  
ALIGN SENIOR CARE FLORIDA, INC.  
by SENIOR HOUSING BUYER, INC.

CONSENT ORDER

THIS CAUSE came on for consideration upon the filing by SENIOR HOUSING BUYER, INC. (“APPLICANT”), with the FLORIDA OFFICE OF INSURANCE REGULATION (“OFFICE”), of an application for the indirect acquisition of ALIGN SENIOR CARE FLORIDA, INC. (“ALIGN”), pursuant to Sections 628.461 and 641.255, Florida Statutes (“Application”). Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter and the parties herein.
2. APPLICANT has applied for and, subject to the present and continuing satisfaction of the requirements, terms, and conditions established herein, has satisfactorily met all of the conditions precedent to the granting of approval by the OFFICE for the proposed indirect acquisition of ALIGN by APPLICANT, pursuant to the requirements of the Florida Insurance Code.
3. ALIGN is a licensed Health Maintenance Organization (“HMO”) domiciled in the state of Florida and is subject to the jurisdiction and regulation of the OFFICE, pursuant to Part I of Chapter 641, Florida Statutes.

4. ALIGN is 100% owned by INNOVATIVE LONG-TERM CARE MANAGEMENT, INC. (“ILTCM”), which is 28.5% owned by Heritage Healthcare Innovation Fund, LP; 29.2% owned by Health Enterprise Partners II, LP; 11.5% owned by WILL F. SAUNDERS (“SAUNDERS”), an individual; and 30.8% owned by multiple entities, none of which are 10% or greater shareholders.

5. APPLICANT is a Delaware corporation that was incorporated on October 12, 2020, for the purpose of effecting the proposed indirect acquisition of ALIGN. APPLICANT is 100% owned by its sole shareholder, SENIOR HOUSING NEWCO, LLC (“NEWCO”), a Delaware limited liability company that was organized on October 9, 2020, also for the purpose of effecting the proposed, indirect acquisition of ALIGN. The ultimate controlling person of APPLICANT is MOHAMAD MAKHZOUMI (“MAKHZOUMI”), an individual, and one of 12 managing members of NEA 17 GP, LLC (“NEA GP”), a Delaware limited liability company that is the general partner of NEA Partners 17, L.P., a Delaware limited partnership that is the general partner of New Enterprise Associates 17, LP (“Enterprise LP”), a Delaware limited partnership and parent company of NEWCO.

6. APPLICANT has provided a Disclaimer of Control Affidavit for NEA GP certifying that, other than MOHAMAD MAKHZOUMI, no other person associated with NEA GP does or will exercise any control, either directly or indirectly, over the activities of APPLICANT, or any other entity owned or controlled by APPLICANT and licensed by the OFFICE. Further, no person affiliated with NEA GP, other than MOHAMAD MAKHZOUMI, will attempt to exercise any control, either directly or indirectly, over the activities of APPLICANT, or any other entity owned or controlled by APPLICANT and licensed by the OFFICE, without the advance written consent of the OFFICE.

7. The Application represents that an Agreement and Plan of Merger (“Agreement”) was executed on January 20, 2021, between APPLICANT, ILTCM, NEWCO, Senior Housing Merger Sub, Inc. (“Merger Sub”), a Delaware corporation and direct, wholly owned subsidiary of APPLICANT, and HEP MANAGEMENT CORPORATION (“HEP”), a Delaware corporation acting solely in its capacity as the Securityholders Representative, which is defined in the Agreement.

8. Pursuant to the Agreement, Merger Sub will merge with and into ILTCM, with ILTCM as the surviving company (“Merger”). After the Merger, ILTCM will be a direct, wholly owned subsidiary of APPLICANT and result in APPLICANT indirectly acquiring ALIGN. (“Transaction”). Consideration for the Transaction is approximately \$145,000,000, United States Dollars, which amount is subject to adjustments after closing, and is subject to an Equity Commitment Letter, dated January 20, 2021, by and among Enterprise LP, NEWCO and ILTCM (“Equity Commitment”), whereby Enterprise LP has agreed to make an equity investment in NEWCO, which NEWCO will contribute to APPLICANT, which APPLICANT will use at closing as consideration for the Merger.

9. If the OFFICE determines that any individual for whom APPLICANT is required to submit background information as part of this Application, and who has not otherwise disclaimed control, is unacceptable under the Florida Insurance Code, APPLICANT, ILTCM, NEWCO, HEP, or MAKHZOUMI shall cause the removal of said person within 30 days of notice from the OFFICE and replace them with a person or persons acceptable to the OFFICE or shall undertake such other corrective action as directed by the OFFICE. Failure to act would constitute an immediate serious danger to the public, pursuant to Sections 120.569(2)(n) and 120.60(6),

Florida Statutes, and the OFFICE may take administrative action as it deems appropriate upon the Certificate of Authority of ALIGN without further proceedings.

10. Notwithstanding other applicable surplus requirements, APPLICANT agrees that ALIGN will remain in compliance with the Risk Based Capital requirements described in Section 624.4085, Florida Statutes.

11. APPLICANT and ALIGN will cooperate with financial and market conduct examinations conducted by the OFFICE, and make their accounts, records, documents, files, information, assets, and matters in their possession or control freely available to the OFFICE, its examiners, or its investigators, in accordance with Sections 624.318 and 641.27, Florida Statutes.

12. ALIGN shall be required at all times to maintain capital and surplus as required by Sections 641.19(19) and 641.225, Florida Statutes. APPLICANT and ALIGN agree that failure to maintain compliance at all times with the capital and surplus requirement would constitute an immediate serious danger to the public and that the OFFICE may immediately suspend, revoke, or take other administrative action as it deems appropriate upon the Certificate of Authority of ALIGN without further proceedings, pursuant to Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

13. APPLICANT will make all necessary funds available to ALIGN to maintain compliance with surplus requirements.

14. ALIGN will remain in compliance with the Risk Based Capital requirements described in Section 624.4085, Florida Statutes.

15. APPLICANT, ILTCM, NEWCO, HEP, and MAKHZOUMI represent there are no present plans or proposals to make substantive changes to the Plan of Operations of ALIGN. Prior

written approval must be secured from the OFFICE prior to any material deviation from said Plan of Operations.

16. APPLICANT, ILTCM, NEWCO, HEP, and MAKHZOUMI represent that, except as described in the Application, there are no present plans or proposals to make any substantive changes to ALIGN, including liquidating it, selling any of its assets (except for transactions such as investment portfolio transactions in the ordinary course of business), merging or consolidating it with any person or persons, or making any other major change in its business operations, management, or corporate structure.

17. ALIGN shall, no later than 15 days after the month in which the Transaction occurs, file an update to their Holding Company Registration Statement, as required by Section 628.801, Florida Statutes, and Rule 69O-143.046, Florida Administrative Code.

18. ALIGN shall submit to the OFFICE, within 15 days of closing of the acquisition, any newly assigned National Association of Insurance Commissioners company group code.

19. APPLICANT shall cause the Enterprise Risk Report required by Section 628.801(2), Florida Statutes, and any and all information necessary to evaluate the enterprise risks of ALIGN, to be furnished to the OFFICE pursuant to Section 628.461(3)(f)-(g), Florida Statutes.

20. APPLICANT represents that there are no agreements, written or oral, related to the Application and Transaction that have not been provided to the OFFICE.

21. APPLICANT acknowledges that any amounts due to ALIGN from a Management Service Organization as part of a risk sharing arrangement are considered as non-admitted assets when determining compliance with solvency requirements under the Florida Insurance Code.

22. APPLICANT and ALIGN shall not enter into any reinsurance or brokerage agreement, whether affiliated or not, that requires the approval from the reinsurer or broker regarding any potential sale of ALIGN.

23. APPLICANT and ALIGN shall notify the OFFICE within 10 business days of any breach, non-performance, or default of any servicing agreement with affiliates or third-party vendors providing services directly or indirectly to ALIGN that could result in or cause a material adverse change in the financial condition, business, performance, operations, or property of ALIGN.

24. Any material changes to the information submitted in the Application filing shall be reported to the OFFICE for its review prior to the closing date. APPLICANT, ILTCM, NEWCO, HEP, SAUNDERS, ALIGN, and MAKHZOUMI acknowledge that if the OFFICE determines that any of these reported changes would have a material negative impact to the financial condition or operation of ALIGN, the OFFICE may rescind its approval as granted in the Consent Order by written notice to APPLICANT.

25. Within 10 business days after the Transaction is completed, APPLICANT shall submit, or cause to be submitted, to the OFFICE final executed closing documents and final copies of all related agreements. Further, APPLICANT shall notify the OFFICE within 3 business days of a final determination that the Transaction will not occur.

26. All parties to this Consent Order acknowledge that completion of the Transaction is subject to obtaining any other required regulatory or governmental approvals and that this Consent Order shall be deemed null and void if the Transaction is not completed within 60 days of the execution of this Consent Order. Accordingly, if APPLICANT fails to receive any other

required approvals or the Transaction is not completed timely, the provisions of this Consent Order shall terminate automatically and have no effect.

27. Any prior orders, consent orders, or corrective action plans that ALIGN has entered into with the OFFICE prior to the execution of this Consent Order shall apply and remain in full force and effect for ALIGN, except where provisions of such orders, consent orders, or corrective action plans have expired; have been superseded by subsequent orders, consent orders, or corrective action plans; or are inconsistent with this Consent Order.

28. APPLICANT, ILTCM, NEWCO, HEP, SAUNDERS, and MAKHZOUMI affirm and represent that all information, explanations, representations, statements, and documents provided to the OFFICE in connection with the Application, including all attachments and supplements thereto, are true and correct and fully describe all transactions, agreements, ownership structures, understandings, and control with regard to the acquisition and future operations of ALIGN. APPLICANT, ILTCM, NEWCO, HEP, SAUNDERS, and MAKHZOUMI further agree and affirm that said information, explanations, representations, statements, and documents, including all attachments and supplements thereto, are material to the issuance of this Consent Order and have been relied upon by the OFFICE in its determination to enter into this Consent Order.

29. Any deadlines, reporting requirements, other provisions, or requirements set forth in this Consent Order may be altered or terminated by written approval of the OFFICE. Such approval must be requested in writing prior to any proposed deviation from the terms of this Consent Order.

30. APPLICANT, ALIGN, ILTCM, NEWCO, HEP, SAUNDERS, and MAKHZOUMI expressly waive a hearing in this matter, the making of findings of fact and

conclusions of law by the OFFICE, and all further and other proceedings herein to which they may be entitled by law or rules of the OFFICE. APPLICANT, ALIGN, ILTCM, NEWCO, HEP, SAUNDERS, and MAKHZOUMI hereby knowingly and voluntarily waive all rights to challenge or to contest this Consent Order in any forum available to them, now or in the future, including the right to any administrative proceeding, state or federal court action, or any appeal.

31. APPLICANT, ALIGN, ILTCM, NEWCO, HEP, SAUNDERS, and MAKHZOUMI affirm that all requirements set forth herein are material to the issuance of this Consent Order.

32. APPLICANT, ALIGN, ILTCM, NEWCO, HEP, SAUNDERS, and MAKHZOUMI agree that, upon execution of this Consent Order, failure to adhere to one or more of the terms and conditions contained herein may result, without further proceedings, in the OFFICE suspending, revoking, or taking other administrative action as it deems appropriate upon ALIGN's Certificate of Authority in this state in accordance with Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

33. Each party to this action shall bear its own costs and fees.

34. The parties agree that this Consent Order shall be deemed to be executed when the OFFICE has signed and docketed a copy of this Consent Order bearing the signatures of SAUNDERS and MAKHZOUMI as well as the authorized representatives of APPLICANT, ALIGN, ILTCM, NEWCO, and HEP.



WHEREFORE, subject to the terms and conditions set forth above, the Application for the indirect acquisition of ALIGN SENIOR CARE FLORIDA, INC., by SENIOR HOUSING BUYER, INC., pursuant to Sections 628.461 and 641.255, Florida Statutes, is APPROVED.

FURTHER, all terms and conditions contained herein are hereby ORDERED.

DONE and ORDERED this 25 day of May, 2021.



*David Altmaier*

David Altmaier, Commissioner  
Office of Insurance Regulation

By execution hereof, SENIOR HOUSING BUYER, INC., consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind SENIOR HOUSING BUYER, INC., to the terms and conditions of this Consent Order.

SENIOR HOUSING BUYER, INC.

By: [Signature]

Print Name: Mark Price

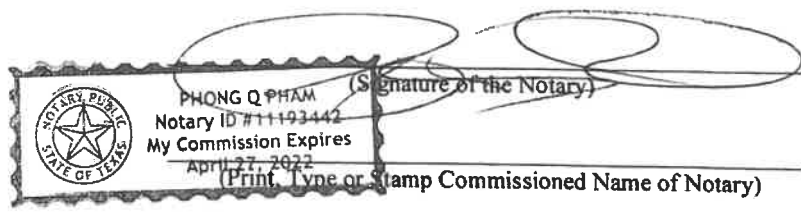
Title: CEO

Date: 5/24/21

STATE OF TX

COUNTY OF Harris

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24 day of May 2021, by Mark Price (name of person) as officer (type of authority; e.g., officer, trustee, attorney in fact) for Senior Housing Buyer, Inc (company name)



Personally Known \_\_\_\_\_ OR Produced Identification

Type of Identification Produced TDL #

My Commission Expires: 4.27.2022

By execution hereof, ALIGN SENIOR CARE FLORIDA, INC., consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind ALIGN SENIOR CARE FLORIDA, INC., to the terms and conditions of this Consent Order.

ALIGN SENIOR CARE FLORIDA, INC.

By: Will S

Print Name: Will Saunders

Title: CEO

Date: 5-24-2021

STATE OF Virginia

COUNTY OF Henrico

The foregoing instrument was acknowledged before me by means of  physical presence

or  online notarization, this 24 day of may 2021, by Will Saunders

(name of person)

as CEO for Align Senior Care Florida

(type of authority; e.g., officer, trustee, attorney in fact)

(company name)

Brittany Russell

(Signature of the Notary)

Brittany Russell

(Print, Type or Stamp Commissioned Name of Notary)



Personally Known X OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

My Commission Expires: 1/31/2025

By execution hereof, HEP MANAGEMENT CORPORATION, as Representative for the Securityholders, consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind HEP MANAGEMENT CORPORATION, as Representative for the Securityholders, to the terms and conditions of this Consent Order.

HEP MANAGEMENT CORPORATION, as  
Representative for the Securityholders,

By: Peter B. Tedesco  
Signed on 2021/05/24 12:20:26 -8:00

Print Name: Peter Tedesco

Title: Managing Partner

Date: May 24, 2021

STATE OF Virginia

COUNTY OF Henrico

The foregoing instrument was acknowledged before me by means of  physical presence

or  online notarization, this 24th day of May 2021, by Peter Tedesco

as Managing Partner for HEP Management Corporation

(type of authority; e.g., officer, trustee, attorney in fact)

(name of person)  
(company name)

**Brittany Loren Russell**  
Registration # 7715064  
Electronic Notary Public  
Commonwealth of Virginia  
My commission expires the 31 day of Jan 2025

Notary Stamp: 2021/05/24 12:20:26 PST

Brittany Russell (Notary)  
Signed on 2021/05/24 12:20:26 -8:00

(Print, Type or Stamp Commissioned Name of Notary)

Personally Known \_\_\_\_\_ OR Produced Identification X

Type of Identification Produced Drivers License

My Commission Expires: January 31, 2025



By execution hereof, INNOVATIVE LONG-TERM CARE MANAGEMENT, INC., consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind INNOVATIVE LONG-TERM CARE MANAGEMENT, INC., to the terms and conditions of this Consent Order.

INNOVATIVE LONG-TERM CARE MANAGEMENT, INC.

By: Will Saunders

Print Name: Will Saunders

Title: CEO

Date: 5-29-2021

STATE OF Virginia

COUNTY OF Henrico

The foregoing instrument was acknowledged before me by means of  physical presence

or  online notarization, this 24<sup>th</sup> day of May 2021, by Will Saunders  
(name of person)

as CEO for Innovative Long Term Care Management  
(type of authority; e.g., officer, trustee, attorney in fact) (company name)



Brittany Russell  
(Signature of the Notary)

Brittany Russell  
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

My Commission Expires: 1/31/2025

By execution hereof, SENIOR HOUSING NEWCO, LLC, consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind SENIOR HOUSING NEWCO, LLC, to the terms and conditions of this Consent Order.

SENIOR HOUSING NEWCO, LLC

By: [Signature]

Print Name: Mark Price

Title: CEO

Date: 5/24/21

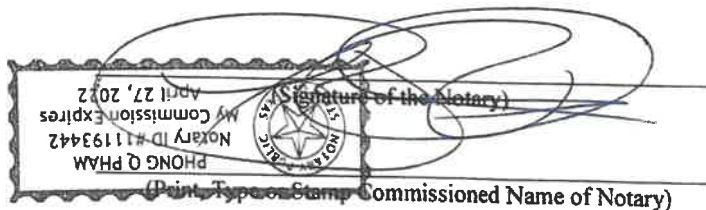
STATE OF TX

COUNTY OF Harris

The foregoing instrument was acknowledged before me by means of  physical presence

or  online notarization, this 24 day of May 2021, by Mark Price

as officer for Senior Housing NewCo, LLC  
(type of authority; e.g., officer, trustee, attorney in fact) (name of person) (company name)



Personally Known \_\_\_\_\_ OR Produced Identification

Type of Identification Produced TDL

My Commission Expires: 4.27.2022

By execution hereof, NEA 17 GP, LLC, consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that they have the authority to bind NEA 17 GP, LLC, to the terms and conditions of this Consent Order.

NEA 17 GP, LLC   
By: \_\_\_\_\_

Print Name: Mohamad Makhzoumi

Title: General Partner

Date: 5/23/2021

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**NOTARY ATTACHED**

The foregoing instrument was acknowledged before me by means of  physical presence

or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_  
(name of person)

as \_\_\_\_\_ for \_\_\_\_\_  
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

\_\_\_\_\_  
(Signature of the Notary)

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

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

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo }

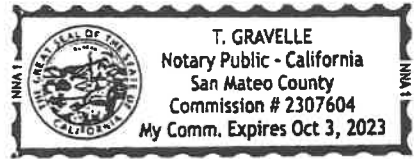
On May 24, 2021 before me, T. Gravelle, Notary officer  
Date Here Insert Name and Title of the Officer

personally appeared Mohamed Makhzoumi  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: High Senior Care - Florida - NEA 17 - pg 15  
Document Date: 5/24/21 Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  Corporate Officer – Title(s): \_\_\_\_\_  
 Partner –  Limited  General  Partner –  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_



By execution hereof, WILL F. SAUNDERS consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions and shall be bound by all provisions herein.

Will F. Saunders  
WILL F. SAUNDERS

Date: 5-24-2021

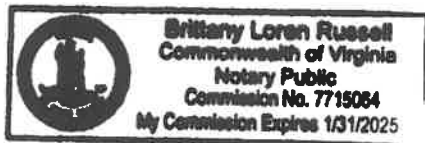
STATE OF Virginia

COUNTY OF Henrico

The foregoing instrument was acknowledged before me by means of  physical presence

or  online notarization, this 24 day of may 2021, by Will Saunders  
(name of person)

as individual for himself  
(type of authority; e.g., officer, trustee, attorney in fact) (company name)



Brittany Russell  
(Signature of the Notary)

Brittany Russell  
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known X OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

My Commission Expires: 1/31/2025

By execution hereof, MOHAMAD MAKHZOUMI consents to entry of this Consent Order, agrees without reservation to all of the above terms and conditions and shall be bound by all provisions herein.



MOHAMAD MAKHZOUMI

Date: 5/23/2021

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

**NOTARY ATTACHED**

The foregoing instrument was acknowledged before me by means of  physical presence

or  online notarization, this \_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_  
(name of person)

as \_\_\_\_\_ for \_\_\_\_\_  
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

\_\_\_\_\_  
(Signature of the Notary)

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

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

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Mateo }  
On May 24, 2021 before me, T. Gravelle, Notary Officer  
Date Here Insert Name and Title of the Officer  
personally appeared Mohamad Makhzoumi  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.  
WITNESS my hand and official seal.

Signature T. Gravelle  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Align Senior Care - Florida - NEA 17 - page 17

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer - Title(s): \_\_\_\_\_  Corporate Officer - Title(s): \_\_\_\_\_  
 Partner -  Limited  General  Partner -  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer is Representing: \_\_\_\_\_ Signer is Representing: \_\_\_\_\_

COPIES FURNISHED TO:

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Telephone: (850) 425-5623  
Email: [beth.vecchioli@hkllaw.com](mailto:beth.vecchioli@hkllaw.com)

MOHAMAD MAKHZOUMI  
Senior Housing Buyer, Inc., President/Director  
Senior Housing NewCo, LLC, President/Manager  
NEA 17 GP, LLC, Managing Member  
1954 Greenspring Drive, Ste 600  
Timonium, MD 21093  
Email: [mmakhzoumi@nea.com](mailto:mmakhzoumi@nea.com)

WILL FRANKLIN SAUNDERS,  
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Innovative Long-Term Care Management, Inc.  
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Glen Allen, VA 23060  
Email: [will@allyalign.com](mailto:will@allyalign.com)

PETE TEDESCO, SECURITYHOLDERS' REP  
HEP management Corporation  
565 Fifth Avenue, 26th Floor  
New York, NY 10017  
Email: [ptedesco@hepfund.com](mailto:ptedesco@hepfund.com)

CAROLYN MORGAN, DIRECTOR  
Life & Health Financial Oversight  
Florida Office of Insurance Regulation  
200 East Gaines Street  
Tallahassee, FL 32399  
Email: [Carolyn.Morgan@flor.com](mailto:Carolyn.Morgan@flor.com)

CARTER LAYTON, FINANCIAL SPECIALIST  
Life & Health Financial Oversight  
Florida Office of Insurance Regulation  
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Tallahassee, FL 32399  
Email: [Carter.Layton@flor.com](mailto:Carter.Layton@flor.com)

MICHAEL KLINER, ASSISTANT GENERAL  
COUNSEL  
Florida Office of Insurance Regulation  
200 East Gaines Street  
Tallahassee, FL 32399-4206  
Telephone: (850) 413-4108  
Email: [michael.kliner@flor.com](mailto:michael.kliner@flor.com)