



**FILED**

JUN 11 2021

INSURANCE REGULATION  
Docketed by:                     

**OFFICE OF INSURANCE REGULATION**

**DAVID ALTMAIER**  
COMMISSIONER

IN THE MATTER OF:

CASE NO.: 282206-21-CO

Application for the Approval of the Simultaneous  
Acquisition of Certain Assets of THE ALLIANCE  
COMMUNITY FOR RETIREMENT LIVING, INC.,  
and for the Issuance of a Certificate of Authority  
to DELAND SENIOR CARE, LLC

CONSENT ORDER

THIS CAUSE came on for consideration upon the filing by DELAND SENIOR CARE, LLC (“APPLICANT”), with the FLORIDA OFFICE OF INSURANCE REGULATION (“OFFICE”) of an application for the approval of the simultaneous acquisition of certain assets of THE ALLIANCE COMMUNITY FOR RETIREMENT LIVING, INC. (“ALLIANCE”), and for the issuance of a Certificate of Authority to operate a Continuing Care Retirement Community (“CCRC”), pursuant to Section 651.0245, 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 acquisition of certain assets of ALLIANCE and the issuance of a Certificate of Authority, pursuant to the requirements of the Florida Insurance Code.

3. APPLICANT is a Delaware limited liability company formed on December 10, 2020. APPLICANT is 50% owned by DELAND SENIOR INVESTMENTS I, LLC (DSII), and 50% owned by DELAND SENIOR INVESTMENTS II, LLC (DSIII). DSII is a Delaware limited liability company, which is 100% owned by GEOFFREY FRASER. DSIII is a Delaware limited liability company, which is 100% owned by JEFFREY CLEVELAND.

4. ALLIANCE holds a Certificate of Authority to operate a CCRC located at 644 South Woodlands Boulevard, DeLand, Florida 32720 (the "Facility"). The Facility is located on approximately 25 acres of land and consists of 70 independent living private residences, duplexes, and triplexes; 46 independent living apartments; 39 assisted living units located in two buildings comprising 1 licensed assisted living facility; and a 130 bed licensed Medicare and Medicaid certified skilled nursing facility comprised of an 80 bed building in operation and a 50 bed building that is temporarily vacant ("Alliance CCRC").

5. ALLIANCE is 100% owned by THE CHRISTIAN AND MISSIONARY ALLIANCE FOUNDATION, INC., d/b/a SHELL POINT RETIREMENT COMMUNITY, a Florida not-for-profit corporation.

6. On March 1, 2021, ALLIANCE entered into a Purchase and Sale Agreement to sell its real property and the Facility to DeLand Healthcare Investors, LLC ("DHI LLC"). DHI LLC will lease the Facility to APPLICANT. DHI LLC'S acquisition of ALLIANCE'S relevant real property and the Facility has been reviewed and approved by the OFFICE in a separate filing pursuant to Section 651.024, Florida Statutes.

7. On March 1, 2021, APPLICANT entered into an Amended and Restated Operations Transfer Agreement with ALLIANCE agreeing that ALLIANCE will transfer substantially all of the operating assets of the Alliance CCRC to APPLICANT ("Transaction").

The agreement provides that, among other things, APPLICANT will acquire the Alliance CCRC's operations and assume its in-force continuing care contracts and certain liabilities owed to residents resulting from those contracts.

8. APPLICANT has entered into a contract with Clear Choice Health Care, LLC, to manage and operate the CCRC. The OFFICE has previously approved this change in management and Clear Choice Health Care, LLC, began managing the Facility on or about March 1, 2021.

9. If the OFFICE determines that any individual for whom APPLICANT is required to submit background information as part of this Application is unacceptable under the Florida Insurance Code, APPLICANT, DSII, DSIII, JEFFREY CLEVELAND, and GEOFFREY FRASER 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 and the OFFICE may take administrative action as it deems appropriate upon the Certificate of Authority of APPLICANT without further proceedings, pursuant to Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

10. Pursuant to Section 651.043, Florida Statutes, APPLICANT must submit changes in officers, directors, managers, and management contracts to the OFFICE within 10 business days. APPLICANT acknowledges that the OFFICE may disapprove management changes as provided for in Section 651.043, Florida Statutes.

11. APPLICANT shall comply with the Plan of Operation and supporting documents submitted with its Application. APPLICANT acknowledges that written approval must be secured from the OFFICE prior to any material deviation from said Plan of Operation. Material deviations

include, but are not limited to, offering continuing care contracts with refundability options or healthcare benefits that differ from the contracts submitted with the Application.

12. APPLICANT has filed a feasibility study with the Application upon which the OFFICE has relied. APPLICANT acknowledges that it may be required to submit an updated feasibility study in the event of an extraordinary or unusual change or material deviation from the feasibility study filed in the Application, in accordance with Rule 69O-193.030, Florida Administrative Code.

13. APPLICANT acknowledges that failure to keep current and fulfill the marketing or financial projections forecast in the feasibility studies submitted with the Application, or any supplemental feasibility study submitted to the OFFICE, whether new, amended, or updated, may represent a hazardous or injurious transaction, method, or practice pursuant to Rule 69O-193.033(5), Florida Administrative Code.

14. APPLICANT has submitted various escrow agreements with the Application. Upon execution of this Consent Order, the form of the submitted escrow agreements is hereby approved. APPLICANT shall ensure that its escrow agreements fully comply with Sections 651.033 and 651.035, Florida Statutes, as applicable, and shall obtain the prior written approval of the OFFICE before making any change to its escrow agreements or executing new escrow agreements. APPLICANT agrees that the OFFICE may require APPLICANT to deposit with the Department of Financial Services' Bureau of Collateral Management funds required to be escrowed upon the withdrawal of an approved escrow agent, or upon the inability of the OFFICE to approve an escrow agreement with respect to APPLICANT, until such time that a new escrow agent or agreement is approved by the OFFICE.

15. APPLICANT has submitted advertising as part of the Application. Upon execution of this Consent Order, said advertising is approved. APPLICANT represents that it has read, understands, and acknowledges the requirements of Section 651.095, Florida Statutes, and Rules 69O-193.038 through 69O-193.043, Florida Administrative Code.

16. APPLICANT acknowledges that any financing shall not encumber the operating reserve account, the renewal and replacement reserve account, any entrance fee escrow account, any reservation deposit, or any wait list deposits.

17. APPLICANT acknowledges that its Certificate of Authority is not a fungible asset and cannot be transferred to another entity. APPLICANT acknowledges that a creditor may not be granted a security interest in a Certificate of Authority.

18. APPLICANT, DSII, DSIII, and GEOFFREY FRASER agree and acknowledge that any acquisition of APPLICANT or interest therein and the purchase of all or a portion of the Facility may be subject to the provisions of Section 651.024, Florida Statutes, and require the prior written approval of the OFFICE.

19. APPLICANT, DSII, DSIII, JEFFREY CLEVELAND, and GEOFFREY FRASER acknowledge the requirements of Section 651.051, Florida Statutes, and affirms that all of its records and assets will be maintained or readily assessable in this state and that no records or assets will be removed from this state unless the OFFICE consents in writing before such removal.

20. APPLICANT shall not offer continuing care contracts for sale in Florida until APPLICANT has filed its forms via the OFFICE's Insurance Regulatory Filing System ("IRFS") at <https://www.flair.com/iportal>, and such filing has been approved in writing by the OFFICE, pursuant to Section 651.055, Florida Statutes.

21. APPLICANT acknowledges that contracts for continuing care and amendments thereto must conform to the requirements of Chapter 651, Florida Statutes, and be submitted to the OFFICE for approval prior to use pursuant to Section 651.055, Florida Statutes.

22. APPLICANT acknowledges that it may only terminate a continuing care contract for just cause, pursuant to Section 651.061(1), Florida Statutes. APPLICANT affirms that it shall not terminate a residency agreement due to a resident's inability to pay monthly maintenance fees until the entire unearned entrance fee, plus, when applicable, any Medicare benefits under Title XVIII of the Social Security Act, or third-party insurance benefits received, is earned by the Alliance CCRC, pursuant to Section 651.061(2), Florida Statutes. APPLICANT affirms that for this purpose, the unearned portion shall be the difference between all amounts paid in by the resident and the cost of caring for the resident based upon the per capita cost to the Alliance CCRC. APPLICANT acknowledges that should the entrance fee be exhausted within 90 days of the date of failure to pay, the Alliance CCRC may not require the resident to leave before 90 days from the date of failure to pay, during which time the resident shall continue to pay the Alliance CCRC a reduced fee based on their current income.

23. APPLICANT acknowledges that any entity that it contracts with for the provision of insurance coverage shall be authorized, made eligible, or registered with the OFFICE, unless otherwise approved in writing by the OFFICE.

24. Pursuant to Section 651.091(4), Florida Statutes, APPLICANT shall submit to the OFFICE via the Regulatory Electronic Filing System ("REFS") all disclosure documents prior to use, including the resident handbook.

25. Within 10 business days after the Transaction is completed, APPLICANT shall submit, or cause to be submitted, to the OFFICE all documentation evidencing completion of the

Transaction not previously provided to the OFFICE. APPLICANT shall notify the OFFICE within 3 business days of determining that the Transaction will not occur.

26. Within 5 business days from the date of closing of the Transaction, APPLICANT shall submit the following items to the OFFICE:

a. An endorsement form for approval by the OFFICE. The endorsement form should inform the residents of the assumption of their contract and clarify that APPLICANT is now the provider for the Alliance CCRC. The endorsement should also state a phone number and address where residents can direct complaints. Upon approval, this endorsement should then be mailed by APPLICANT to each resident; and

b. Executed copies of the escrow agreements bearing APPLICANT's assigned Florida Company Code and bank account numbers, an updated Minimum Liquid Reserve Calculation form reflecting the execution of said escrow agreements, and evidence that the minimum liquid reserves have been fully funded.

27. APPLICANT shall timely submit reports and financial statements to the OFFICE via REFS. APPLICANT represents that its fiscal year end is December 31. As such, annually on or before May 1, APPLICANT shall submit to the OFFICE an annual report including audited financial statements pursuant to Section 651.026, Florida Statutes. APPLICANT shall also submit periodic financial statements to the OFFICE on a quarterly and, if required, monthly, basis pursuant to Section 651.0261, Florida Statutes. Any quarterly statement due to be filed with the OFFICE is in addition to any monthly statement required for the same period. Quarterly statements are due on or before the 45th day following the period ending date. Monthly statements, if required, are due on or before the 25th day of the month following the period ending date.

28. APPLICANT shall submit monthly financial statements to the OFFICE for a period of 24 months beginning the first full month after the transaction closes, pursuant to Section 651.0261(3)(c), Florida Statutes. APPLICANT may request to discontinue filing on a monthly basis after 24 months, and the OFFICE will consider the request subject to the conditions of Section 651.0261(3), Florida Statutes.

29. 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, DSII, DSIII, JEFFREY CLEVELAND, and GEOFFREY FRASER acknowledge that if the OFFICE determines that any of these reported changes would have a material negative impact to the future financial condition or operation of Alliance CCRC, the OFFICE may rescind its approval as granted in the Consent Order by written notice to APPLICANT.

30. All parties to this Consent Order acknowledge that completion of the Transaction is subject to obtaining any other requisite 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 requisite approvals or the Transaction is not completed timely, the provisions of this Consent Order shall terminate automatically and have no effect.

31. APPLICANT, DSII, DSIII, JEFFREY CLEVELAND, and GEOFFREY FRASER affirm that all information, explanations, representations, statements, and documents provided to the OFFICE in connection with this 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 licensure and future operations of APPLICANT. APPLICANT, DSII, DSIII, JEFFREY CLEVELAND, and GEOFFREY FRASER 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.

32. 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

33. APPLICANT, DSII, DSIII, JEFFREY CLEVELAND, and GEOFFREY FRASER affirm that all requirements set forth herein are material to the issuance of this Consent Order.

34. APPLICANT, DSII, DSIII, JEFFREY CLEVELAND, and GEOFFREY FRASER 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, DSII, DSIII, JEFFREY CLEVELAND, and GEOFFREY FRASER 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.

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

36. APPLICANT, DSII, DSIII, JEFFREY CLEVELAND, and GEOFFREY FRASER 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 APPLICANT's

Certificate of Authority in this state in accordance with Sections 120.569(2)(n) and 120.60(6), Florida Statutes.

37. 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 notarized signatures of JEFFREY CLEVELAND and GEOFFREY FRASER, as well as the notarized signatures of the authorized representatives of APPLICANT, ALLIANCE, DSII, and DSIII.

WHEREFORE, subject to the terms and the conditions set forth above, the Application for the approval of the simultaneous acquisition of certain assets of THE ALLIANCE COMMUNITY FOR RETIREMENT LIVING, INC., by DELAND SENIOR CARE, LLC, and for the issuance of a Certificate of Authority to DELAND SENIOR CARE, LLC, pursuant to Section 651.0245, Florida Statutes, is APPROVED.

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

DONE and ORDERED this 11 day of June, 2021.



*David Altmaier*

David Altmaier, Commissioner  
Office of Insurance Regulation

By execution hereof, THE CHRISTIAN AND MISSIONARY ALLIANCE FOUNDATION, INC., d/b/a SHELL POINT RETIREMENT COMMUNITY, 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 THE CHRISTIAN AND MISSIONARY ALLIANCE FOUNDATION, INC., d/b/a SHELL POINT RETIREMENT COMMUNITY, to the terms and conditions of this Consent Order.

THE CHRISTIAN AND MISSIONARY ALLIANCE FOUNDATION, INC., d/b/a SHELL POINT RETIREMENT COMMUNITY

By: Martin Schappell

Print Name: MARTIN SCHAPPELL

Title: PRESIDENT / CEO

Date: 6/11/2021

[Corporate Seal]

STATE OF Florida

COUNTY OF Lee

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

or  online notarization, this 11 day of June 2021, by Martin Schappell

as President & CEO for The Christian & Missionary Alliance

(type of authority; e.g., officer, trustee, attorney in fact) Foundation, Inc. d/b/a Shell Point Retirement Community



Terry Wellman  
(Signature of the Notary)

Terry Wellman  
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known  OR Produced Identification

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

My Commission Expires: August 1, 2021

By execution hereof, JEFFREY CLEVELAND 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.

JEFFREY CLEVELAND

Name: Jeffrey Cleveland

Date: June 11, 2021

STATE OF Florida

COUNTY OF Brevard

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

or  online notarization, this 11 day of June 2021, by Jeffrey Cleveland  
(name of person)

as Owner for Deland Senior Care, LLC  
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

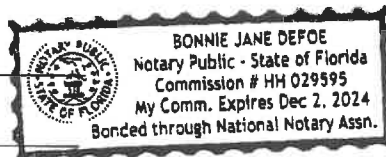
Bonnie Jane DeFoe  
(Signature of the Notary)

Bonnie Jane DeFoe  
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known  OR Produced Identification

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

My Commission Expires: December 2, 2024



By execution hereof, GEOFFREY FRASER 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.

GEOFFREY FRASER

Name: Geoffrey Fraser

Date: June 11, 2021

STATE OF Florida

COUNTY OF Brevard

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

or  online notarization, this 11 day of June 2021, by Geoffrey Fraser  
(name of person)

as owner for Deland Senior Care, LLC  
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

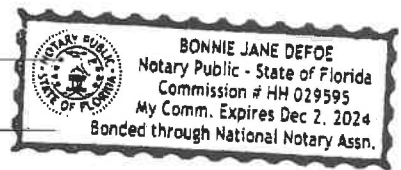
Bonnie Jane DeFoe  
(Signature of the Notary)

Bonnie Jane DeFoe  
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known  OR Produced Identification

Type of Identification Produced

My Commission Expires: December 2, 2024



By execution hereof, DELAND SENIOR INVESTMENTS I, 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 DELAND SENIOR INVESTMENTS I, LLC, to the terms and conditions of this Consent Order.

DELAND SENIOR INVESTMENTS I, LLC

By: [Signature]

Print Name: Geoffrey Fraser

Title: Owner

Date: June 11, 2021

[Corporate Seal]

STATE OF Florida

COUNTY OF Brevard

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

or  online notarization, this 11 day of June 2021, by Geoffrey Fraser

as Owner for Deland Senior Investments I, LLC  
(type of authority; e.g., officer, trustee, attorney in fact) (name of person) (company name)

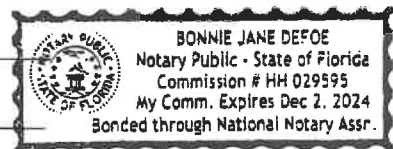
[Signature]  
(Signature of the Notary)

Bonnie Jane Defoe  
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known  OR Produced Identification

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

My Commission Expires: December 2, 2024



By execution hereof, DELAND SENIOR INVESTMENTS II, 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 DELAND SENIOR INVESTMENTS II, LLC, to the terms and conditions of this Consent Order.

DELAND SENIOR INVESTMENTS II, LLC

By: Jeffrey Cleveland

Print Name: Jeffrey Cleveland

Title: Owner

Date: June 11, 2021

[Corporate Seal]

STATE OF Florida

COUNTY OF Brevard

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

or  online notarization, this 11 day of June 2021, by Jeffrey Cleveland

as Owner for Deland Senior Investments LLC

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

(company name)

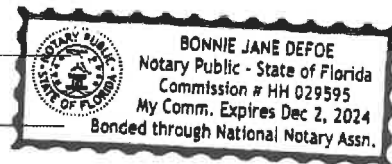
Bonnie Jane DeFoe  
(Signature of the Notary)

Bonnie Jane DeFoe  
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known  OR Produced Identification

Type of Identification Produced

My Commission Expires: December 2, 2024



By execution hereof, THE ALLIANCE COMMUNITY FOR RETIREMENT LIVING, 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 THE ALLIANCE COMMUNITY FOR RETIREMENT LIVING, INC., to the terms and conditions of this Consent Order.

THE ALLIANCE COMMUNITY FOR RETIREMENT LIVING, INC.

By: Martin Schappell

Print Name: MARTIN SCHAPPELL

Title: VICE-CHAIRPERSON

Date: 6/11/2021

[Corporate Seal]

STATE OF Florida

COUNTY OF Lee

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

or  online notarization, this 11 day of June 2021, by Martin Schappell  
(name of person)

as President & CEO for The Christian & Missionary Alliance  
(type of authority; e.g., officer, trustee, attorney in fact) Foundation, Inc. d/b/a Shell Point Retirement Community  
(company name)



Terry Wellman  
(Signature of the Notary)

Terry Wellman  
(Print, Type or Stamp Commissioned Name of Notary)

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

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

My Commission Expires: August 1, 2021



By execution hereof, DELAND SENIOR CARE, 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 DELAND SENIOR CARE, LLC, to the terms and conditions of this Consent Order.

DELAND SENIOR CARE, LLC

By: Jeffrey Cleveland

Print Name: Jeffrey Cleveland

Title: Owner

Date: June 11, 2021

[Corporate Seal]

STATE OF Florida

COUNTY OF Brevard

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

or  online notarization, this 11 day of June 2021, by Jeffrey Cleveland  
(name of person)  
as Owner for Deland Senior Care, LLC  
(type of authority; e.g., officer, trustee, attorney in fact) (company name)

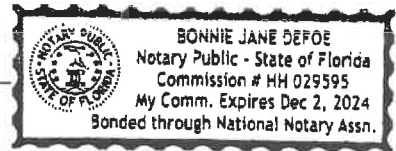
B. DeFoe  
(Signature of the Notary)

Bonnie Jane DeFoe  
(Print, Type or Stamp Commissioned Name of Notary)

Personally Known  OR Produced Identification

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

My Commission Expires: December 2, 2024



COPIES FURNISHED TO:

TAYLOR HUSTON, COUNSEL  
Deland Senior Care, LLC  
709 South Harbor City Boulevard, Suite 240  
Melbourne, Florida 32901  
Email: thuston@clearchoicehc.com

CAROLYN MORGAN, DIRECTOR  
Life & Health Financial Oversight  
Florida Office of Insurance Regulation  
200 East Gaines Street  
Tallahassee, Florida 32399

GEOFFREY FRASER, OWNER/ MANAGING MEMBER  
Deland Senior Care, LLC  
Deland Senior Investments I, LLC  
709 South Harbor City Boulevard, Suite 240  
Melbourne, Florida 32901  
Email: gfraser@clearchoicehc.com

JEFFREY CLEVELAND, OWNER/ MANAGING MEMBER  
Deland Senior Care, LLC  
Deland Senior Investments II, LLC  
709 South Harbor City Boulevard, Suite 240  
Melbourne, Florida 32901  
Email: jcleveland@clearchoicehc.com

MARTIN SCHAPPELL, COMPANY CONTACT  
The Alliance Community for Retirement Living, Inc.  
The Christian and Missionary Alliance Foundation, Inc.  
15000 Shell Point Boulevard, Suite 100  
Fort Myers, Florida 33908  
Email: martinschappell@shellpoint.org

REBEKA JOSEPH, FINANCIAL EXAMINER/ANALYST SUPERVISOR  
Life & Health Financial Oversight  
Florida Office of Insurance Regulation  
200 East Gaines Street  
Tallahassee, Florida 32399

SHANNON MICHELLE HARP-ALEXANDER, ESQ., ASSISTANT GENERAL COUNSEL  
Florida Office of Insurance Regulation  
200 East Gaines Street  
Tallahassee, Florida 32399  
Telephone: (850) 413-4213  
Email: Michelle.Harp-Alexander@flor.com